Summit Public School: Sierra

Special Education and Related Services for Eligible Students

INTRODUCTION

Summit Public School: Sierra ("Summit Sierra") is a charter school serving such grades authorized pursuant to its charter. Summit Sierra is authorized by the Washington State Charter Schools Commission. The purpose of Sierra's diverse learner program procedures is to address program areas where state and federal regulations require specific local procedures or permit local discretionary choices related to special education. Summit Sierra serves as a Local Educational Agency ("LEA") for the purposes of special education.

The state regulations governing the implementation of special education services pursuant to the Individuals with Disabilities Education Improvement Act ("IDEA") of 2004 are addressed in Chapter 392-172A of the WAC. These procedures do not address all of the requirements established in the regulations. Summit Sierra personnel who are not familiar with the regulations need to contact the Director of Diverse Learners or their designee if there are questions regarding special education. These procedures describe how Summit Sierra implements its special education program.

FREE APPROPRIATE PUBLIC EDUCATION ("FAPE")

Summit Sierra will apply annually for Federal Part B and state special education funding to assist in the provision of special education and any necessary related services. This funding is in addition to students' basic education funding and state special education funding.

Services to eligible special education students, from age at enrollment to age 21, will be provided without charge to the student. This does not include incidental fees that are normally charged to all students. Special education services will include secondary education and are provided in conformance with the student's Individualized Education Program ("IEP").

Summit Sierra provides a continuum of services for the students it serves who are eligible for special education services from age at enrollment through age 21, regardless of the funding source. Where Summit Sierra is unable to provide all or part of the special education or necessary related services, it will make arrangements through contracts with other public or non-public sources, inter-district agreements, or interagency coordination.

In the event a student, who is eligible for special education services or suspected of having a disability, seeks to apply for enrollment at Summit Sierra but does not meet the approved grade eligibility criteria (i.e. charter authorized grades 9 through 12 and such other grades Summit Sierra receives authorization to operate), the Executive Director or Director of Diverse Learners or their designee may refer the student to another local education agency, including their district of residence, in order to support he student.

STUDENTS COVERED BY PUBLIC OR PRIVATE INSURANCE

Summit Sierra may use Medicaid or other public insurance benefits programs in which a student participates to provide or pay for services required to provide a FAPE, as permitted by the public insurance program. However, Summit Sierra will not:

1. Require parents to sign up for or enroll in public benefits or insurance programs in order for their student to receive FAPE under Part B of the IDEA;

2. Require parents to incur an out-of-pocket expense such as the payment of a deductible or co-pay amount incurred in filing a claim;

3. Use a parent or student's benefits under a public insurance program if that use would:

    a. Decrease available lifetime coverage or any other insured benefit;

    b. Result in the family paying for services required after school hours that would otherwise be covered by the public insurance program;

    c. Increase premiums or result in discontinuation of insurance; or

    d. Risk loss of eligibility for home and community-based waivers, based on aggregate health-related expenditures.

Summit Sierra may access a parent's private insurance proceeds to provide FAPE to an eligible student only if the parent provides informed consent to Summit Sierra. Whenever Summit Sierra proposes to access the parent's private insurance proceeds, Summit Sierra will:

1. Obtain parent consent in accordance with Chapter 392-172A WAC each time Summit Sierra wishes to access benefits for a new procedure; and

2. Inform the parents that their refusal to permit Summit Sierra to access their insurance does not relieve Summit Sierra of its responsibility to ensure that all required services are provided at no cost to the parents.

Before first accessing a parent's or student's public benefits for the first time and annually after the first notification, Summit Sierra will provide written notification using the prior written notice provisions under WAC 392-172A-07005(3) that includes:

1. a statement of the parental consent provisions;

2. a statement of the "no cost" provisions;

3. a statement that the parents may withdraw their consent to disclose personally identifiable information to the agency responsible for administering the state's public benefits or insurance program; and

4. a statement that a parent's withdrawal or refusal to consent does not relieve Summit Sierra of its responsibility to ensure that all required services are provided at no cost to the parents.

After providing the required notification, Summit Sierra will obtain written informed consent from the parent allowing Summit Sierra to disclose information from the student's educational records to the agency responsible for administering the state's public benefits or insurance programs. The consent will specify:

1. The personally identifiable information that may be disclosed, such as records or information about the services that may be provided to the student;

2. The purpose of the disclosure;

3. The agency to which the disclosure will be made; and

4. That the parent understands and agrees that the public agency may access the parent's or student's public benefits or insurance to apply for services under the act.

To avoid financial cost to parents who would otherwise consent to use private insurance, or public benefits if the parent would incur a cost such as a deductible or co-pay, Summit Sierra may use its Part B funds to pay the cost the parents would incur.

The Director of Diverse Learners or their designee is responsible for providing the required notices and requests for consent to parents under this section.

PARENT PARTICIPATION IN MEETINGS

Summit Sierra encourages parental involvement and sharing of information between Summit Sierra and parents to support the provision of appropriate services to its students. As used in these procedures, the term "parent" includes biological and adoptive parents, legal guardians, persons acting in the place of a parent, such as relatives and stepparents, foster parents, persons appointed as surrogate parents, and adult students whose rights to educational decision-making have transferred to them.

Parents (and, as appropriate, students) will be provided the opportunity to participate in any meetings with respect to the identification, evaluation, educational placement, and provision of a FAPE, including IEP team meetings, school discipline, and truancy meetings.

When a meeting is scheduled, parents will be:

1. Notified of the meeting early enough that they will have an opportunity to attend;

2. Notified of the availability of interpretation and translation services at no cost to the parents;

3. Notified of the purpose, time, and location of the meeting and who will be in attendance; and 4. Notified that Summit Sierra or the parent may invite others who have knowledge or special expertise of the student.

The meetings will be scheduled at a mutually agreeable time and place.

Summit Sierra will take whatever action is necessary to ensure that the parent understands invitations to attend IEP meetings and the proceedings of the IEP team meeting, including but not limited to, notifying the parents in their native language of the availability of interpretation/translation

services at no cost to the parents and arranging for an interpreter for parents who are deaf or hard of hearing or whose native language is other than English. Summit Sierra will maintain documentation of the language in which families prefer to communicate and whether a qualified interpreter for the student's family was provided.

The staff person responsible for inviting the parents to meetings will keep documentation of the information provided and the methods used to notify the parents of the meeting. Summit Sierra may proceed with a meeting only if Summit Sierra is not able to convince the parent to attend. In this case, Summit Sierra will document its attempts to arrange the meeting. This documentation will include records of telephone calls and the results, copies of correspondence sent to the parent and/or other means used to contact the parent. This documentation will be kept in the IEP notes or such other location designated by the Director of Diverse Learners or their designee.

The Director of Diverse Learners or their designee is ultimately responsible for notification, form use, and other arrangements.

If the parent(s) cannot attend a meeting but wishes to participate, Summit Sierra will arrange for other means to participate. This can include individual or conference phone calls, video, or other means of conferencing.

A meeting does not include informal or unscheduled conversations involving Summit Sierra personnel; conversations on issues such as teaching methodology, lesson plans, coordination of service provisions; or preparatory activities that Summit Sierra personnel engage in to develop a proposal or a response to a parent proposal to be discussed at a later meeting.

IDENTIFICATION AND REFERRAL ("CHILD FIND")

A. Identification

The purpose of Child Find is to locate, evaluate, and identify children with suspected disabilities in need of special education services including those who are not currently receiving special education and related services and who may be eligible for those services. Activities are to reach:

1. Children enrolled in Summit Sierra attendance area;

2. Children attending approved, nonprofit private elementary and secondary schools located within the Summit Sierra attendance area

3. Highly mobile children (such as children experiencing homelessness, in foster care and living in migrant conditions);

4. Children who have a disability and may need special education services even though they are advancing from grade to grade; and,

5. Children at home or home-schooled.

Summit Sierra is required under IDEA and WAC 392-172A-02040 to identify, locate, and evaluate all children with disabilities, at eligible ages, who need early intervention or special education and related services. Child find methods may include, but are not limited to:

1. Notification to parents of child find activities in its annual informational packet;

2. Information regarding child find on Summit Sierra's Web site or social

media;

3. Informational mailings from Summit Sierra;

4. Posting notices regarding screening and referral in school buildings and public locations such as sites for community service providers;

5. Coordination with other public and private agencies and practitioners;

6. Written information provided to Summit Sierra staff on referral procedures;

7. Training teachers and administrators on referral / evaluation/identification procedures;

8. Review of student behavior, discipline and absentee information, and information gathered from schoolwide assessment activities; and

9. Provision of optional special education referral forms available in the requestor's native language or with the support of a qualified interpreter for requesting an initial special educational evaluation.

When Summit Sierra staff have concerns that a student may have a suspected disability, which could result in eligibility for special education services, they will notify the Director of Diverse Learners or their designee and/or the Executive Director.

B. Referral

A student may be referred for a special education evaluation by parents, Summit Sierra staff, or other persons knowledgeable about the student. The Executive Director will designate a person responsible for ensuring that Summit Sierra staff understand and maintain the availability of Summit Sierra' optional referral form. Referrals are required to be in writing unless the person referring is unable to write and/or communicate orally. A person who makes a referral orally must be provided with the optional referral form in the requestor's native language and offered assistance in completing the referral with the support of a qualified interpreter when needed. When a referral is made, Summit Sierra must act within a 25 school day timeline to make a decision about whether or not the student will receive an evaluation for eligibility for special education services.

Sierra will develop procedures to notify resident schools of the referral when students who are suspected of having a disability seek to apply for enrollment in the school but do not meet the approved grade eligibility criteria.

All certificated employees will document referrals immediately upon a referral being made to or by them. All other staff receiving a referral from another person shall notify the Executive Director or evaluation team leader. The Diverse Learners Team (a) records the referral; (b) provides written notice of the referral to the parent including the date the request was received; and (c) advises the Diverse Learners Team to collect and review date generated by Summit Sierra and information provided by the parent to determine whether evaluation is warranted.

During the referral period, the Evaluation Team will collect and review existing information from all sources, including parents. Examples may include:

1. Child's history, including developmental milestones;

2. Report cards and progress reports;

3. Individual teacher's or other provider information regarding the child including observations;

4. Assessment data;

5. Medical information, if provided; and

6. Other information that may be relevant to assist in determining whether the child should be evaluated.

If the review of data occurs at a meeting, the parent will be invited. The Director of Diverse Learners or their designee provides written notice to the parents of the decision regarding evaluation, whether or not the parents attend the meeting.

Recommendations regarding evaluation shall be forwarded to the Diverse Learners Team.

After Director of Diverse Learners or their designee reviews the request for evaluation and supporting data and does not suspect that the child has a disability, Summit Sierra may deny the request. In this case, written notice, including the reason for the denial and the information used as the basis for the denial, must be given to the parent.

If the determination is that the child should be evaluated, the reviewers will include information about the recommended areas of evaluation, including the need for further medical evaluation of the student. This information will assist Summit Sierra in providing parents prior written notice and will assist Summit Sierra in selecting appropriate evaluation group members. The Director of Diverse Learners or their designee is responsible for notifying parents of the results using prior written notice. When the determination is that the child will be evaluated, parent consent for evaluation and consent for release of appropriate records will be sent with the notice.

The Executive Director, the Director of Diverse Learners or their designee or an assigned special education teacher will seek parental consent to conduct the evaluation without unneccessary delay, fully evaluate the student, and arrive at a decision regarding eligibility within 35 days of obtaining written consent for an evaluation, subject to limited exceptions enumerated in WAC 392-172A-02005.

Summit Sierra is not required to obtain consent from the biological parent if:

1. The student is a ward of the state and does not reside with a parent;

2. The parent cannot be located, or their rights have been terminated; or

3. Consent for an evaluation is given by an individual appointed to represent the student.

When the parent provides consent, Summit Sierra will select an evaluation group. The evaluation group is to complete the evaluation within 35 school days after Summit Sierra' receipt of parent consent, unless:

1. The parents and Summit Sierra agree in writing to extend the timeline;

2. The parent fails or refuses to make the student available for the evaluation; or

3. The student enrolls in another local education agency after the evaluation is begun but before completion and the parent and new local education

agency have an agreement for completion of the evaluation.

If a parent does not provide written, informed consent for the evaluation, notify the Director of Diverse Learners or their designee. Summit Sierra staff will make a determination as to whether it wishes to use mediation to seek agreement to evaluate or file a due process hearing to override the parent's refusal to consent. Summit Sierra may not override a parent's refusal to consent for an evaluation if the student is homeschooled. If the parent does not provide written informed consent and Summit Sierra does not use mediation or due process, the Director of Diverse Learners or their designee will provide the parent with prior written notice informing the parent that Summit Sierra cannot proceed with the evaluation to determine eligibility and is not responsible for providing special education and related services without an initial evaluation to determine eligibility.

EVALUATION AND REEVALUATION

A. Evaluation Requirements

The purpose of the evaluation is to collect information about a student's functional, developmental, and academic skills and achievements from a variety of sources to determine whether a student qualifies for special education and related services, and to develop an IEP. This includes information provided by the parent. All information gathered in this process is reviewed by the IEP team or other group of qualified professionals.

The evaluation must be an individual assessment designed to determine:

1. Whether the student is eligible for special education and any necessary related services; and,

2. The nature and extent of special education and related services needed by the student, including information related to enabling the child to be involved in and progress in the general education curriculum.

The Director of Diverse Learners or their designee will select the members of the evaluation group. Members selected must be knowledgeable about the student and the areas of suspected disabilities. Qualifications of a group member include having the appropriate professional license or certification and may include outside practitioners when necessary. When assessing for specific learning disabilities, the parent and a group of qualified professionals must be part of the group. If the student requires a medical evaluation in order to determine eligibility, Summit Sierra will coordinate with the parents to arrange for the evaluation at Summit Sierra's expense or through the use of public or private insurance if the parent consents to allow Summit Sierra to use the insurance.

There are many legal requirements for conducting evaluations. They must be completed in accordance with WAC 392-172A-03005 through 392-172A-03080. Evaluation procedures or materials must be free of racial, cultural, or sexual/gender bias and they must be used for the purpose for which they are valid and reliable. Tests must be appropriate for the student's age and stage of developmental level. Tests should be administered in the native language of the student or conducted in the mode of communication most familiar to the student. If it appears to be clearly not feasible to conduct a procedure or test in the mode of communication most frequently used by the student, the IEP team will contact the Director of Diverse Learners or their designee to develop an individualized strategy for valid evaluation of the student's skills. The inclusion of parents in this collaboration is desirable and strongly encouraged.

Specific areas to be included in the evaluation are determined by the Diverse Learners Team and other qualified professionals, as appropriate, as part of a review of existing data concerning the

student. The evaluation does not rely on one source or procedure as the sole criterion for determination and should include:

1. Review of existing data, including corresponding response to intervention ("RTI") documentation;

2. Relevant functional and developmental information;

3. Information from parents;

4. Information from other providers;

5. Information related to enabling access to and progress within the general education curriculum and assisting in determining whether there is a disability and the content of the IEP;

6. Current classroom-based evaluations, using criterion-referenced and curriculum-based methods, anecdotal records and observations;

7. Teacher and related service providers' observations; and

8. Testing and other evaluation materials, which may include medical or other evaluations when necessary.

All current evaluation data as well as data previously reviewed by the team must be considered. Professional members of the evaluation team need to be familiar with qualifying disability definitions and criteria in federal and state rules.

This review of existing data may be in the form of a meeting of IEP team members, or may be conducted without a meeting. It includes data provided by parents, data gathered in the general education classroom or data from state and school-level assessments. The data may provide information about the student's physical condition, social or cultural background, and adaptive behavior.

When additional assessments are necessary, the group members have the responsibility of selecting, administering, interpreting and making judgments about evaluation methods and results, and ensuring that the tests and assessments are administered by qualified personnel in accordance with the instructions of the test producer. The gathering of additional data in combination with existing data must be sufficiently comprehensive to address all areas of the suspected disability and any special education needs, whether linked to the disability category or not. If the IEP Team determines that no additional data are needed, the IEP team will notify the student's parent of that determination and the reasons for it, and inform them of the right to request additional assessments. Summit Sierra will complete the evaluation using existing data.

Parents and Summit Sierra staff are encouraged to work towards consensus, but Summit Sierra has the ultimate responsibility to determine whether the student has a disability or not. The Director of Diverse Learners or their designee or an assigned special education teacher will provide the parent with prior written notice of the eligibility decision, as well as a copy of the evaluation report. If the parent disagrees with the eligibility decision they will be informed of the dispute resolution options described in the procedural safeguards.

B. Specific Learning Disability ("SLD")

1. Summit Sierra uses a process based on a student's pattern of strengths and weaknesses, and response to scientific, research-based intervention consistent with the Summit Sierra's Multi-Tiered System of Supports ("MTSS") policy and procedures in determining the identification of students with a specific learning disability; or

Student response is only one element of determining whether a child has a specific learning disability. The evaluation will be comprehensive and address all areas of suspected disability and will also include whether the child performs adequately to meet the grade-level standards in the general curriculum. The evaluation will also include whether failure to make progress is or is not the result of:

1. A physical, mental, emotional, cultural or environmental factor or limited English proficiency; or

2. Inadequate instruction in reading or mathematics.

Summit Sierra must act promptly on a referral. Anyone, including parents and teachers, can make a referral at any time. A student cannot be required to progress through all levels of intervention before being evaluated if evidence exists to suspect a disability.

C. Evaluation of Transfer Students

If a student transfers into Summit Sierra while an evaluation process is pending from another local education agency, the Diverse Learners Team is responsible for determining the status of evaluations conducted to date and making a determination as to whether the evaluation can be completed within the 35 school day timeline from the date the parent provided consent. If the determination is that additional time will be needed, the Director of Diverse Learners or their designee will notify the parent and obtain the parent's agreement to establish a new timeline.

D. Eligibility

The evaluation group and the parent will determine whether or not the student is eligible for special education and related services.

A student is not eligible if the determinant factor is lack of appropriate instruction in reading or math, based upon the state's grade level expectations or limited English proficiency.

Eligibility may be determined by documented professional judgment when:

a. Properly validated tests are unavailable; or

b. Corroborating evidence indicates that results were influenced due to measuring a disability.

The parent will be provided with a copy of the evaluation report and the documentation of determination of eligibility.

Parents will also be provided with prior written notice of the eligibility decision within ten school days of the decision. The Diverse Learners Team is responsible for sending the notice.

Students remain eligible for special education services until one of four events occur:

1. The student is determined through a reevaluation to no longer be eligible for special education;

2. The student has met Summit Sierra's graduation requirements;

3. The student has reached age 21. A student whose 21st birthday occurs after August 31, will continue to be eligible for special education and any necessary related services for the remainder of the school year; or

4. The student no longer receives special education services based upon a parent's written revocation of services.

When a special education student is expected to graduate prior to age 21, or when graduation is part of the transition plan, the IEP team will document a student's progress towards achieving course credits towards graduation on the transition portion of the IEP. Summit Sierra will provide prior written notice to parents and adult students that the student is expected to graduate and will no longer be eligible for special education services. Summit Sierra will also provide the parents and student with a summary of academic achievement and functional performance and recommendations to assist the student with postsecondary goals.

Additional information on granting high school graduation credits for students with disabilities can be found in LEA's Administrative Procedures regarding WAC 180-51-115.

E. Evaluation Report

Each person conducting an assessment of the student will specify the procedures and instruments used and their results and the significance of findings related to the student's instructional program, including a specification of the factors interfering with performance and the special education and related services needed.

The evaluation group will determine who is most appropriate to develop the evaluation report reflecting the evaluation information. This will be completed before the conclusion of the evaluation period and will, at a minimum:

a. Identify the disability that requires special education and related services, if a disability exists;

b. Discuss assessments and review data supporting conclusions regarding eligibility;

c. Include the additional information required for the specific learning disability eligibility category;

d. Describe how the disability or disabilities affect the student's involvement and progress in the general curriculum;

e. Make recommendations to the IEP team with respect to special education and related services needed, materials or equipment, instructional and curricular practices, student management strategies, the need for extended school year services beyond 180 school days and location of services;

f. Include other information, as determined through the evaluation process and parent input;

g. Include the additional information required for the specific learning disability eligibility category;

h. Provide any necessary professional judgments and the facts or reasons in support of the judgments;

i. Be signed and dated by the evaluation group members certifying their agreement. Any group member who disagrees with the conclusions of the report will prepare a separate representing their own conclusion; and

j. The Diverse Learners Team is responsible for notifying parents of the date, time, and location of evaluation meetings by following the procedures in the parent participation section for inviting parents to meetings.

F. Reevaluation of Students

A reevaluation of a student receiving special education or related services is conducted if academic achievement and functional performance has improved to warrant a reevaluation, if the IEP team suspects that the student may no longer be a student with a disability, or if the child's parent or teacher requests a reevaluation or every three years as required by law. A reevaluation does not occur more than once per year, unless parent and school agree otherwise. A reevaluation must occur at least once every three years, unless parent and school staff agree that a reevaluation is unnecessary. An agreement that an evaluation is unnecessary will be confirmed in writing to the parent. The Director of Diverse Learners or their designee will schedule a review of this determination and notify the Diverse Learners Team.

As part of any reevaluation, the IEP team members and other professionals Summit Sierra determines appropriate will review existing data that includes:

1. Evaluations and information provided by the parents;

2. Current classroom-based assessment, local, or state assessments, and classroom-based observations; and

3. Observations by other teachers and related services providers data.

Based on this review the team will determine whether any additional data is necessary to determine:

1. Whether the student continues to be eligible for special education and any necessary related services;

2. The present levels of performance and educational needs; and

3. Whether any additions or modifications to the student's program are needed. This review can occur with or without a meeting or through individual review. If the IEP team members and any other persons reviewing the data determine that no further testing is necessary, Summit Sierra will notify the parents of this determination, using prior written notice and will inform parents that they have the right to request assessments if they disagree with the determination that additional testing is not necessary. Parent consent is not required if the reevaluation does not require additional

testing.

4. If additional testing is needed:

    a. The Director of Diverse Learners or their designee will request written parental consent for reevaluation and provide prior written notice identifying the areas of assessment.

    b. If the parents do not return the signed consent form, Summit Sierra will send another letter explaining the need for reevaluation and parent consent and will enclose another consent form and a copy of the prior written notice. In addition, Summit Sierra will document its reasonable attempts to obtain consent such as telephone calls, e-mails, personal contact, and other efforts to obtain consent.

    c. If the parents do not respond to the request for consent, and Summit Sierra has documented its reasonable attempts to obtain consent, Summit Sierra can proceed with the reevaluation; and

    d. If the parents refuse to consent to the reevaluation, the evaluation group will notify the Director of Diverse Learners or their designee so that Summit Sierra can determine whether it will seek mediation in order to obtain consent, or request a due process hearing to ask an administrative judge to override the parents' refusal to consent.

After the reevaluation is completed, the Diverse Learners Team will both invite the parents to the eligibility meeting and will provide prior written notice after the meeting of the results of the reevaluation to parents in their primary language, indicating one or more of the following:

1. Whether the student continues to be eligible and in need of special education;

2. Present levels of performance and educational needs of the student; and

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

This notice will occur within ten (10) school days of the eligibility decision. The Diverse Learners Team is responsible for sending the notice.

G. Reevaluation and Graduation

No reevaluation is required when special education eligibility terminates due to graduation from high school with a regular diploma or due to reaching the end of the school year during which the student turned 21. Instead, Summit Sierra will provide prior written notice to the student and the parent at least one month before the student's anticipated last day of school and the IEP team will provide the student with a summary of academic achievement and functional performance including recommendations on how to assist the student in meeting post-secondary goals.

This summary will be provided to the student at the time of the final year's IEP meeting. The IEP team must also document that parents were informed whether it is recommended that the

student's academic achievement be measured using an alternative state assessment. This notice must also explain whether and how alternate assessments may delay or otherwise affect the student from completing the requirements for a regular high school diploma. The Director of Diverse Learners or their designee or the assigned Diverse Learner teacher is responsible for assuring that the IEP team completes the Summary of Academic Achievement and Functional Performance.

INDEPENDENT EDUCATIONAL EVALUATIONS

Parents of students eligible for special education, students referred for special education and determined to not be eligible, or students determined not to need an evaluation have a right to obtain an Independent Educational Evaluation ("IEE") at public expense each time Summit Sierra conducts an evaluation of the student.

When parents request an IEE, Summit Sierra must decide within 15 calendar days whether or not it agrees to provide it. Any parent request for an independent evaluation should be immediately referred to the Director of Diverse Learners or their designee**.** The Director of Diverse Learners or their designee will review the request and determine whether or not the request is warranted. If Summit Sierra agrees to provide an IEE, arrangements will be made promptly. If Summit Sierra denies the request to pay for an IEE, it must file for a due process hearing within 15 calendar days of the parent's request. Summit Sierra may request mediation as an option after filing the due process hearing. If the parents withdraw their request for an IEE, the due process hearing can be dismissed.

When a parent requests an IEE, Summit Sierra must provide parents a list of criteria and evaluators. If Summit Sierra initiates a hearing and a decision is made that Summit Sierra's evaluation is appropriate, the parent still has the right to an IEE but not at public expense. A parent is entitled to one IEE at public expense each time Summit Sierra has conducted an evaluation with which the parent disagrees.

If the parent obtains an IEE at either public or private expense, any results of the IEE must be considered by Summit Sierra if providing FAPE. The IEE may also be presented as evidence at a hearing regarding the student.

IEE CRITERIA

The following criteria are established for the selection of an individual to conduct an IEE at public expense. These criteria are established in order to identify the knowledge, experience, and qualifications of individuals selected to conduct the evaluations. Any individual selected to conduct either an evaluation or an IEE must be:

1. Licensed, credentialed or otherwise qualified within the state of Washington or state of residence/practice to perform an evaluation in the specific professional discipline for which an independent evaluation is sought;

2. Knowledgeable and experienced in evaluating children with similar disabilities;

3. Geographically located within the State of Washington; and

4. Available to Summit Sierra at a maximum fee which does not exceed by more than 25% the prevailing average for similar evaluations within the state of Washington.

Exceptions to the criteria will be granted only when it can be shown that the unique circumstances of the child or the disability:

1. Make it impossible to identify anyone within the state of Washington who holds the appropriate credentials or experience necessary to conduct the evaluation; or

2. Require a specialized evaluator whose fee exceeds the prevailing average by more than 25%; or

3. Include factors which would warrant an exception in order to obtain an appropriate evaluation.

INDIVIDUALIZED EDUCATION PROGRAM ("IEP")

A. IEP Development

The term IEP means a written statement for each student eligible for special education that is developed, reviewed, and revised in a meeting in accordance with WAC 392-172A-03095 through WAC 392-172A-03100. The IEP reflects the implementation of instructional programs and other services for students who are eligible for special education services, based on the evaluation of student needs. IEP teams should be proactive in providing parents notice of their right to observe proposed educational placements in order to delay implementation of an IEP.

An IEP must be in effect before initiation of special education services. The IEP must be developed within 30 calendar days after the student's initial determination of eligibility for special services. IEPs must be updated annually, or revised more frequently if needed to adjust the program and services.

Parent consent is required before the initial provision of special education services. If a parent refuses to consent to the provision of special education services, Summit Sierra may not use mediation or due process to override a parent's refusal. When a parent refuses to provide consent, the Director of Diverse Learners or their designee will notify the parent that Summit Sierra does not have a FAPE obligation to the student. The notification will be documented in the student's file.

Summit Sierra will maintain a copy of the current IEP which is accessible to all staff members responsible for providing education, other services, or implementation of the IEP. All staff members will be informed of their responsibilities for its implementation. This includes not only teachers and other service providers, but also bus drivers, playground and lunchroom supervisors, nursing staff, and others who may be responsible for the proper implementation.

The Executive Director and Director of Diverse Learners or their designee are jointly responsible for ensuring that staff members are knowledgeable about their responsibilities.

IEPs will be implemented without undue delay following IEP meetings, regardless of the payment source for special education and or related services.

Parents are members of the IEP team and will have the opportunity to participate fully. Summit Sierra will make sure that the parents understand the proceedings, including arranging for an interpreter for parents who are deaf or whose native language is other than English. Summit Sierra will also ensure that meeting locations are accessible. The Diverse Learners Team is responsible for coordinating interpreters and making arrangements for the meeting location.

Summit Sierra will provide parents/guardians with a copy of Summit Sierra's Restraint, Isolation and Other Uses of Reasonable Force Policy with each initial annual IEP.

B. IEP Team

The IEP team includes:

1. The parent(s) of the student;

2. Not less than one general education teacher of the student if the student is, or will be, participating in the general education environment. The general education teacher will, to the extent appropriate, participate in development of the student's IEP, including determinations of: (1) appropriate positive behavioral interventions and supports for the student; and (2) supplementary aids and services, program modifications, and support for school personnel consistent with WAC 392-172A-01185 and WAC 392-172A-03110(2)(b);

3. Not less than one special education teacher, or if appropriate, not less than one special education provider of the student;

4. A representative of the local education agency, who is qualified to provide or supervise the provision of special education and related services, is knowledgeable about general education curriculum, and is knowledgeable about the availability of Summit Sierra resources;

5. An individual who can interpret the instructional implications of the evaluation results;

6. Any other individuals who have knowledge or special expertise about the student. These individuals may be invited by both Summit Sierra and the parents, at the discretion of the person making the invitation;

7. The student, when appropriate, or when required;

8. Students must be invited when the purpose of the meeting includes discussion of transition needs or services;

9. If another agency is or may be responsible for payment or provision of transition services, an agency representative will be invited, with the parent's consent. If the agency representative cannot attend the meeting, Summit Sierra personnel will keep the representative informed of the meeting and obtain agency information that will assist in the service provision.

The parent and Summit Sierra must agree in writing before any of the above team members are excused from all or part of a meeting. If a team member's area of the IEP is being discussed or modified, then the parent and Summit Sierra must consent to their excusal; and that specific team member must provide advance written input for their part of the IEP prior to the meeting. In the event a team member whose area is being discussed or modified is unable to attend, the team member must contact the Director of Diverse Learners or their designee in writing and provide any and all

information, recommendations, and comments in writing to be reviewed at the meeting. Parents may record meetings in accordance with applicable Summit Sierra policies.

When an IEP meeting is scheduled, the case manager will schedule the meeting at a mutually agreeable time between Summit Sierra and the parent, and early enough that the parents will have an opportunity to attend. The Director or designee will notify the parents in writing of the purpose of the meeting, time and location of the meeting and who will be in attendance. The parent will be notified that Summit Sierra or parent may invite others who have knowledge or special expertise of the student. Existing team members may fill more than one of these roles if they meet the criteria for the role. See "PARENT PARTICIPATION IN MEETINGS" in this Policy.

Sometimes parents do not attend IEP meetings. There will also be times the parents do not agree with the IEP as proposed and, despite attempts to reach agreement on IEP content, the team does not reach agreement. If a parent attends the IEP meeting and agreement is not reached on the IEP, the team will determine whether another IEP meeting should be scheduled as soon as mutually possible, or whether there is enough information to complete the IEP. When the decision is made that the IEP will be implemented, Summit Sierra must send prior written notice of the decisions reached to the parent, including the date the IEP will be implemented.

When the parents do not attend the IEP meeting, despite Summit Sierra's efforts to ensure participation, or if the team does not reach agreement, it is Summit Sierra's obligation to offer an appropriate educational program:

1. Have IEP members present sign the IEP in order to document participation, or document participation in an alternate way if any member is unwilling to sign;

2. Send a copy to the parent, and provide the parent prior written notice that Summit Sierra intends to implement the IEP; and

3. Forward the documentation of actual or attempted contacts to the Diverse Learners Team for processing when parents do not attend the meeting.

When making changes to an IEP after the annual IEP meeting for a school year, the parent and Summit Sierra may agree not to convene an IEP meeting for the purpose of making changes. The parent and Summit Sierra must complete a written document indicating the changes and inform IEP team members and appropriate individuals of the changes. If the parent requests that Summit Sierra revise the IEP to include the amendments, the Director of Diverse Learners or their designee or designee thereof will revise the IEP.

C. IEP Preparation and Content

IEP teams will consider the recommendations in the initial or most recent evaluation to develop the IEP. In developing each IEP, the team must provide parents notice of their right to observe proposed educational placements and consider:

1. The strengths of the student including the academic, developmental and functional needs of the student and the concerns of the parents for enhancing the education of their child;

2. Whether positive behavioral interventions and supports, including a behavioral intervention plan, as defined by WAC 392-172A-01031, are

needed to address the student's behavior;

3. The language needs of the student as those needs relate to the student's IEP, for a student with limited English proficiency;

4. Whether Braille instruction is appropriate for a student who is blind or visually impaired;

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

6. Whether assistive technology devices or services are needed.

IEP content must include:

1. The student's present levels of academic and functional performance with a description of how the disability("ies") affect the student's involvement and progress in the general curriculum;

2. Measurable academic and functional annual goals for the student ("including benchmarks or short term objectives if the student is participating in alternate assessments") that will meet the student's needs resulting from the disability(ies) to enable involvement and progress in the general curriculum, and will meet the student's other educational needs;

3. A statement of special education services, any necessary related services, and supplementary aids and services based on peer-reviewed research to the extent practicable to be provided to the student and program modifications or supports for personnel so that the student may advance towards annual goals, progress in the general curriculum and be educated and participate with other diverse learners and participate in extracurricular and other nonacademic activities. Diverse learner services may not be solely based on the disability category for which the student is eligible;

4. A statement of the extent, if any, that the student will not participate with non-disabled students in general classroom, extra-curricular and non-academic activities;

5. A statement of any individual appropriate accommodations in the administration of state or LEA-wide assessments of student achievement that are needed to measure academic achievement and functional performance of the child on state assessments. If the team determines that the student will not participate in a particular assessment, the IEP will address why the student cannot participate in the regular assessment("s"), why the particular alternative assessment is appropriate for the child, and document (a") that the parents were informed that their student's academic achievement will be measured on alternate standards, and ("b") how participation in an alternate assessment may delay or otherwise affect the

student from completing the requirements for a regular high school diploma;

6. The date for the beginning of services and the anticipated frequency, location and duration of services and modifications;

7. A statement of how the student's progress towards goals will be measured, how the student's parents will be regularly informed of their child's progress towards the annual goals, and whether the progress is sufficient to enable the student to achieve the goal by the end of the year. Measurement of the student's progress will be based on the data collected as designated on the IEP. The individual responsible for implementing the goal is responsible for maintaining the data used to measure progress. Information to the parents can be provided at the same time Summit Sierra issues progress reports or report cards, or other agreed times as identified in the IEP;

8. The projected beginning date for the special education and related services;

9. With an IEP that is in effect when the child turns 16, or sooner if the IEP team determines it is appropriate, a statement of needed transition services and any interagency responsibilities or needed linkages. The transition component must include appropriate measurable postsecondary goals based on age appropriate transition and assessments related to training, education, employment, and independent living skills where appropriate; and the transition services (including courses of study) needed to assist the child in reaching those goals; and a description of how the postsecondary goals and transition services align with the high school and beyond plan (HSBP)

10. Emergency response protocols, if determined necessary by the IEP team for the student to receive FAPE and parents provide consent. Emergency response protocols must meet the requirements stated in WAC 392-172A-02105;

11. A behavioral intervention plan ("BIP") if determined necessary by the IEP team for a student to receive FAPE. The BIP must meet the requirements stated in WAC 392-172-01031;

12. The procedures by which parents/guardians will be notified of the use of isolation or restraint or a restraint device on their student;

13. A statement regarding transfer of rights at the age of majority. The Diverse Learners Team will provide prior written notice to the student one year prior to student turning 18 years of age; and

14. Extended school year (ESY) services. The consideration for ESY services is a team decision, based on information provided in the evaluation report and based on the individual needs of a student. ESY services are not limited by categories of disability, or limited by type, amount, or duration of the services. If the need for ESY services is not addressed in the IEP and ESY services may be appropriate for the student, the IEP team will meet to address the need for ESY within 30 calendar days of the end of the last day of school. Factors for the team to consider when determining the need for

ESY may include, but are not limited to: 1) Evidence of regression or recoupment time based on documented evidence; or 2) A documented determination based on the professional judgment of the IEP team including consideration of the nature and severity of the student's disability, the rate of progress, and emerging skills.

USE OF ISOLATION, RESTRAINT AND RESTRAINT DEVICES

A. Definitions:

- **Imminent:** The state or condition of being likely to occur at any moment or near at hand, rather than distant or remote.

- **Isolation:** Restricting a student alone within a room or any other form of enclosure, from which the student may not leave. It does not include a student's voluntary use of a quiet space for self-calming, or temporary removal of a student from his or her regular instructional area to an unlocked area for purposes of carrying out an appropriate positive behavior intervention plan.

- **Likelihood of serious harm:** A substantial risk that physical harm will be inflicted by a student:

    - upon his or her own person, as evidenced by threats or attempts to die by suicide or inflict physical harm on oneself;

    - upon another, as evidenced by behavior that has caused such harm or that places another person or persons in reasonable fear of sustaining such harm;

    - upon the property of others, as evidenced by behavior that has caused substantial loss or damage to the property of others; or

    - after the student has threatened the physical safety of another and has a history of one or more violent acts.

- **Positive behavioral intervention:** Strategies and instruction that can be implemented in a strategic manner in order to provide alternatives to challenging behaviors, reinforce desired behaviors, and reduce or eliminate the frequency and severity of challenging behaviors. Positive behavioral interventions include the consideration of environmental factors that may trigger challenging behaviors and teaching a student the skills to manage his or her own behavior.

- **Restraint:** Physical intervention or force used to control a student, including the use of a restraint device. It does not include appropriate use of a prescribed medical, orthopedic or therapeutic device when used as intended, such as to achieve proper body position, balance or alignment or to permit a student to safely participate in activities. Restraints that involve

prone (“lying face-down”), supine (“lying face-up”), wall restraints or any other restraint that interferes with a student’s breathing are prohibited.

- **Restraint device:** A device used to assist in controlling a student, including, but not limited to metal handcuffs, plastic ties, ankle restraints, leather cuffs, other hospital-type restraints, pepper spray, tasers or batons. Restraint device does not mean a seat harness used to safely transport students. This definition is consistent with RCW 28A.600.485(“1”)(“c”) and is not intended to endorse or encourage the use of such devices or techniques with Summit Sierra students.

B. Practices Presumed To Be Unreasonable When Correcting Or Restraining Any Child (RCW 9a.16.100):

Under RCW 9A.16.100, the following is a non-exclusive list of acts that are presumed unreasonable when correcting or restraining a child:

- throwing, kicking, burning, or cutting a child;
- striking a child with a closed fist;
- shaking a child under the age of three;
- interfering with a child’s breathing;
- threatening a child with a deadly weapon; or
- doing any other act that is likely to cause bodily harm to a student greater than transient pain or minor temporary marks.

This non-exclusive list should not be read so as to imply that another, unlisted form of correction or restraint is permissible. Whether or not an unlisted use of force or restraint is presumptively permissible depends upon a balanced consideration of all relevant state laws and regulations, and whether the use is reasonable under the totality of the circumstances.

C. Conditions Specific to use of isolation:

- The isolation must be discontinued as soon as the likelihood of serious harm has dissipated;
- The enclosure will be ventilated, lighted and temperature controlled from inside or outside for purposes of human occupancy.
- The isolation enclosure will permit continuous visual monitoring of the student from outside the enclosure.
- An adult responsible for supervising the student will remain in visual or auditory range of the student at all times.
- Either the student shall be capable of releasing himself or herself from the enclosure, or the student shall continuously remain within view of an adult responsible for supervising the student.

- Any staff member or other adults using isolation must be trained and currently certified by a qualified provider in the use of trauma-informed crisis intervention (including de-escalation techniques) and also trained by Summit Sierra in isolation requirements, unless trained personnel are not immediately available due to the unforeseeable nature of the emergency.

D. Conditions specific to use of restraint and restraint devices:

- The use of restraint or a restraint device must be discontinued as soon as the likelihood of serious harm has dissipated;

- The restraint or restraint device will not interfere with the student's breathing. This includes, but is not limited to, prone ("lying face-down"), supine ("lying face-up"), and wall restraints;

- Any staff member or other adults using restraint or restraint devices must be trained and currently certified by a qualified provider in the use of trauma-informed crisis intervention (including de-escalation techniques) and such restraint or restraint devices, or otherwise available in the case of an emergency unless trained personnel are not immediately available due to the unforeseeable nature of the emergency.

- In the case of a restraint device, either the student will be capable of releasing himself or herself from the restraint device or the student shall continuously remain within view of an adult responsible for supervising the student.

E. Prohibited Practices Involving Restraint, Use of Force, and Discipline:

The following practices are prohibited with students eligible for special education services:

- Summit Sierra personnel are prohibited from using aversive interventions;

- Summit Sierra personnel are prohibited from physically restraining or isolating a student, except when the student's behavior poses an imminent likelihood of serious harm as defined above;

- No student may be stimulated by contact with electric current, including, but not limited to, tasers;

- A student may not be denied or subjected to an unreasonable delay in the provision of food or liquid as a form of punishment;

- A student may not be the recipient of force or restraint that is either unreasonable under the circumstances or deemed to be an unreasonable form of corporal punishment as matter of state law (see above, for example, for a list of practices presumed to be unreasonable when used in correcting or restraining a child);

- A student must not be denied or subjected to an unreasonable delay in the provision of common hygiene care;

- A student must not be denied or subjected to an unreasonable delay in the provision of medication;

- A student may not be excluded from their regular instructional or service area and isolated within a room or any other form of enclosure, except under the conditions set forth in WAC 392-172A-02110;

- A student must not be forced to listen to noise or sound that the student finds painful;

- A student must not be forced to smell or be sprayed in the face with a noxious or potentially harmful substance;

- A student must not be forced to taste or ingest a substance which is not commonly consumed or which is not commonly consumed in its existing form or concentration;

- A student's head must not be partially or wholly submerged in water or any other liquid.

- A student must not be physically restrained or immobilized by binding or otherwise attaching the student's limbs together or by binding or otherwise attaching any part of the student's body to an object, except under the conditions set forth in WAC 392-172A.02110.

- A student must not be subjected to the use of prone ("lying face down") and supine ("lying face-up") restraint, wall restraint, or any restraint that interferes with the student's breathing.

F. Documentation and Reporting Requirements

Summit Sierra must follow the documentation and reporting requirements for any use of isolation, restraint, or a restraint device consistent with RCW 28A.600.485 and the parental notification requirement of RCW 28A.155.210.

TRANSFER STUDENTS

Students who transfer from one local education agency to another within the State continue to be eligible for special education and any necessary related services. When an eligible student transfers into Summit Sierra, the Executive Director or designee will notify the special education department. The Diverse Learners Team and Executive Director in consultation with parents will review the student's IEP to ensure Summit Sierra provides services comparable to those in the previous IEP until Summit Sierra adopts the previous IEP or develops, adopts and implements a new IEP.

When a student who was identified as eligible for special education transfers from out of state into Summit Sierra, the Executive Director or designee will notify the Diverse Learners Team as soon as possible. The Director of Diverse Learners or their designee will review the evaluation, eligibility documentation, and IEP to determine whether or not the student meets state eligibility criteria. If the student meets the state eligibility criteria, Summit Sierra will follow the procedures described in the previous paragraph to provide comparable services until Summit Sierra develops an IEP for the student. If the student needs to be evaluated to determine eligibility in this state, the Director of Diverse Learners or their designee will notify the parents, obtain consent, and evaluate the student for

eligibility within 35 school days of the receipt of the parent's consent. Summit Sierra, in consultation with the parents, will continue to provide special education services comparable to the services on the student's IEP, pending the results of the initial evaluation.

Summit Sierra must take reasonable steps to obtain records promptly, including IEP supporting documents and any other records related to special education or related services from the previous school. The Director of Diverse Learners or their designee or designee thereof will be responsible for obtaining records and ensuring follow-up if the records are not provided.

PLACEMENT

No student may receive special education and related services without being determined eligible for services, and thus the evaluation process and IEP development precedes the determination of the special education placement. When a student has been evaluated and the evaluation team and parent have determined student eligibility and the need for special education and related services, programming decisions must occur. These decisions are made on the basis of information generated through the evaluation and IEP processes. The actual program is considered within the context of least restrictive environment ("LRE") and the continuum of placement alternatives (reviewed below).

When determining initial eligibility for special education, including determination of the appropriate placement, the parent or adult student must provide written consent for services before the student receives special education services. If the parents do not consent to the provision of special education and related services, Summit Sierra will not provide special education services to the student. Summit Sierra will notify the parents that the student is eligible for services and that Summit Sierra is willing to provide the services when the parent provides written consent. The notification will also inform parents that Summit Sierra has no FAPE obligation to the student when parents refuse to provide consent.

When program decisions are addressed by the IEP team, proper consideration must be given to the LRE. Within the educational setting, the student should be placed, whenever possible:

1. In the school the disabled student would normally attend; and

2. With non-disabled students in the general educational setting to the maximum extent possible.

Special classes, separate schools, or removal of students with disabilities from the general education environment occurs only when the nature or severity of the disability is such that education in the general education classroom with use of supplementary aids and services cannot be satisfactorily achieved.

If the IEP team believes that the student will not be successful within the general education classroom, the team will consider:

1. The educational benefits of full-time placement in a regular classroom;

2. The non-academic benefits of such a placement;

3. The effect the student will have on the teacher and other students in the regular classroom; and

4. The costs of placing the student in the regular classroom.

The degree to which the student is to be integrated into the general classroom setting is dependent upon the identified needs of the student. This placement is to occur unless the nature of the needs are so severe that this cannot be satisfactorily achieved, even with supplementary aids and services. If the placement is in another building, the appropriate educational placement will be as close to the student's home as reasonably possible.

Within the nonacademic setting, students will be provided nonacademic and extracurricular activities with non-disabled students. Limits on nonparticipation or conditions of participation must be designated in the IEP. Summit Sierra will also make opportunities available for students eligible for special education to participate with non-disabled students in Summit Sierra's Expeditions Program (elective, career preparation, experiential learning time) l), PE, Mentoring program (Community course and Mentor Time), study trips, field trips, and school-sponsored trips, as well as any unique elective offered at the individual schools.

Within Summit Sierra, a continuum of alternative placement options exists spanning within a general education class resource room, self-contained, home-bound, and out-of-district provisions. These options are intended to address the individual needs of students and they are considered according to the following process:

- The placement of each student with a disability will be determined annually, or sooner if appropriate, by the IEP team.; and

- The appropriateness of placement options will be based upon various decisions including:

    1. Data-based judgments in IEP development;

    2. Judgments (data-based) in determining LRE;

    3. The reasonable probability of the placement option(s) assisting the student to attain annual goals and objectives and the quality of services needed; and

    4. The consideration of potentially harmful effects upon the student or on the quality of services needed.

Placement options along the continuum must include alternative placement options identified in the definition of special education and make provisions for supplementary services, such as resource room or itinerant instruction, to be provided in concert with the general education placement.

PROCEDURAL SAFEGUARDS

The procedural safeguard notice used by Summit Sierra includes a full explanation of all the procedural safeguards relating to independent educational evaluation, prior written notice, parental consent, access to educational records, discipline procedures for students who are subject to placement in an interim alternative educational setting, state complaint procedures, mediation, the child's placement during pendency of due process proceedings including requirements for disclosure of evidence, due process hearings, civil actions and attorney's fees. Copies of Summit Sierra's special education procedural safeguards by contacting the Director of Diverse Learners or their designee:

- **In person / Mail:** Summit Sierra, 1025 S King Street, Seattle, WA 98104; Attention: Director of Diverse Learners or their designee

- **Via Email**: Sierra@summitps.org
- **Via Phone**: (206) 453-2520

A. Consent

Summit Sierra will obtain informed, written parental consent before:

1. Conducting an initial evaluation;
2. Providing initial special education and related services to a student; and
3. Conducting a reevaluation if the reevaluation includes administration of additional assessments.

Parental consent is not required to review existing data as part of an evaluation or reevaluation, or to administer a test or other evaluation that is administered to all students, unless consent is required of all students' parents.

Informed consent means that the parent or adult student:

1. Has been fully informed of all information that is relevant to the activity for which Summit Sierra is asking consent, and that the information is provided in his or her native language or other mode of communication;
2. Understands and agrees in writing to the activity for which consent is sought and the consent describes the activity and lists any records which will be released and to whom; and
3. Understands that the granting of consent is voluntary and may be revoked at any time. If consent is revoked, the revocation does not negate an action that has occurred after the consent was given and before the consent was revoked.

Summit Sierra may not use a parent's refusal to consent to one service or activity to deny the parent or child any other service, benefit, or activity of Summit Sierra.

If Summit Sierra is unable to obtain a parent's consent, Summit Sierra may use mediation procedures to obtain a parent's consent or request a due process hearing asking the administrative law judge to override the parent's refusal to consent to an evaluation or reevaluation. Summit Sierra may not request a due process hearing to override a parent's refusal to consent to initial special education services. Summit Sierra may not use mediation or due process procedures to override a parent's refusal to consent to an evaluation or reevaluation if the student is homeschooled.

B. Revocation of Consent

Parents may revoke consent for the continued receipt of special education and related services. If parents revoke consent, the staff member receiving the revocation will forward the revocation to the Director of Diverse Learners or their designee.

Upon receipt of the parent's written notice of revocation, the Director of Diverse Learners or their designee or designated diverse learner teacher will provide prior written notice within a

reasonable time before Summit Sierra stops providing services. The notice will include information about the effect of revocation and will inform the parent of the date Summit Sierra will stop providing special education and related services.

Discontinuation of special education and related services in response to the parent's written revocation will not be in violation of FAPE and eliminates Summit Sierra's requirement to convene an IEP meeting or develop an IEP. However, Summit Sierra does have a continuing Child Find duty, and staff will follow referral procedures if they believe the student should be referred for special education. In addition, parents may request that Summit Sierra conduct an initial evaluation for eligibility for special education services after they have revoked consent for continued services.

C. Prior Written Notice

Prior written notices are provided to parents when Summit Sierra makes a decision relating to a student's identification, evaluation, placement, or provision of a FAPE. Prior written notices document the decisions made by the IEP teams and evaluation group.

Summit Sierra will provide prior written notice to the parent whenever Summit Sierra proposes or refuses to initiate or change the identification, evaluation, educational placement, or provision of a FAPE to the student.

The prior written notice will include:

1. A statement that the parents have procedural safeguard protections and if a copy of the procedural safeguards do not accompany the notice, a statement that describes how a copy of the statement of procedural safeguards may be obtained;

2. A description of the action proposed or refused by Summit Sierra;

3. An explanation of why Summit Sierra proposes or refuses to take the action and a description of other options that Summit Sierra considered and the reasons why the options were rejected;

4. A description of any other factors which are relevant to Summit Sierra's proposal or refusal;

5. A description of each evaluation procedure, test, record or report Summit Sierra used as a basis for the proposal or refusal; and

6. A description of any evaluation procedures Summit Sierra proposes to conduct and sources for parents to contact for assistance in understanding the procedural safeguards provision of this chapter.

Prior written notice and the notice of procedural safeguards must be provided in the native language of the parent or other mode of communication used by the parent unless it is clearly not feasible to do so. If the native language or other mode of communication of the parent is not a written language, Summit Sierra will take steps to ensure that the notice is translated orally or by other means to the parent. This may involve:

1. Arranging for an interpreter if English is not the native language of the parent or if the parent has a hearing impairment; or

2. Providing notice orally if the written language is not a native language.

Summit Sierra will document in writing how this information was provided and that the parent understands the content of the notice. The Director of Diverse Learners or their designee is responsible to ensure Prior Written Notice and Procedural Safeguards are provided after evaluation, eligibility, IEP team and placement decisions.

D. Transfer of Educational Rights to an Adult Student

When a student eligible for special education reaches the age of 18, all educational rights under Part B of the IDEA, previously exercised by the parent, transfer to the student, unless the student is determined incapacitated in a guardianship proceeding or Summit Sierra has appointed an educational representative for the student. When the student turns 18, Summit Sierra will notify the parent and student that the educational rights have transferred to the student and will send any required notices to both the parent and the adult student. The diverse learner teacher will ensure that notice of the transfer of educational rights to an adult student is provided.

At an IEP meeting occurring one year before the student turns 18, Summit Sierra will inform the parents and the student that educational rights will transfer to the student and Summit Sierra will inform the student about those educational rights. This information will be documented on the IEP.

E. Appointment of an Educational Representative

A student over the age of eighteen (18) is presumed to be capable of making educational decisions and able to provide informed consent unless he or she is determined to be “incapacitated” through a legal guardianship proceeding. If a parent, another interested party, or Summit Sierra believes that a student over the age of eighteen (18) is unable to provide informed consent or to make educational decisions, and the student does not have a legal guardian, the parent or other interested party may ask Summit Sierra to appoint an educational representative. This determination will only be made if two separate professionals state, as defined by WAC 392-172A-05135(5)(a) state that they conducted an examination and interviewed the student, and concluded the student is incapable of providing informed consent. Summit Sierra will inform the student of the decision and appoint either, the spouse, the student’s parents, another adult or a surrogate educational representative to represent the student. The appointment of the educational representative will continue for one year.

The student or other adult may challenge the certification at any time. If a challenge occurs, Summit Sierra will not rely on the education representative until the representative is recertified.

F. Confidentiality and Records Management

The Executiv Director is responsible for maintaining the confidentiality of personally identifiable information pertaining to special education and all other students. Within Summit Sierra, the Diverse Learners Team will maintain, for public inspection, a current list of the names and positions of Summit Sierra employees who have access to personally identifiable information of special education students. Summit Sierra will provide parent and adult students, upon request, a list of the types and locations of educational records collected, maintained, or used by Summit Sierra.

Summit Sierra will provide instruction periodically to employees collecting or using personally identifiable information on the procedures to protect the confidentiality of personally identifiable information. The training will address the protections outlined in WAC 392-172A, state law and federal regulations implementing the Family Educational Rights and Privacy Act (“FERPA”) (34 CFR Part 99).

Upon request, the parent(s) of a special education student or adult student will be afforded an opportunity to inspect, review, and challenge all educational records which will include, but not be limited to, the identification, evaluation, delivery of educational services and provision of FAPE to the student. Summit Sierra will comply with the request promptly and before any meeting regarding an IEP or hearing relating to the identification, evaluation, educational placement of the student or provision of FAPE to the student, including disciplinary proceedings. In any case, Summit Sierra will respond no more than 45-calendar days after the date Summit Sierra received the request. If an educational record includes information on more than one student, the parents (and/or adult student) may inspect and review only information relating to their child. School personnel receiving requests for educational records will immediately forward the request to the Diverse Learners Team.

If parents believe that information in an education record is inaccurate or misleading or violates the privacy or rights of the student, they may request that Summit Sierra amend the information. Summit Sierra's policies and procedures describe the process and timelines for challenges and hearing regarding student records.

Summit Sierra follows the guidelines for records retention outlined in the Secretary of State's, *General Records Retention Schedule and Records Management Manual*. Summit Sierra will inform parents or adult students when personally identifiable information collected, maintained or used is no longer needed to provide educational services to the student. The information will be destroyed at the request of the parent(s) or adult student, or will be provided to the parent or adult student upon their request. However, a permanent record of the student's name, address and phone number, his or her grades, attendance, record, classes attended, grade level completed and year completed will be maintained without time limitation.

Records management is also governed by the Summit Public Schools Washington Public Records Policy.

G. Surrogate Parents

A surrogate parent is a person appointed by Summit Sierra to act on behalf of a student to help ensure the rights of the student to a FAPE when a parent cannot be identified, the whereabouts of the parent are unknown, or the student is a ward of the state and does not have a foster parent.

The Director of Diverse Learners or their designee is responsible for determining the need for appointment of a surrogate parent.

Natural or adoptive parents, foster parents, persons acting in the place of a parent such as stepparents or relatives, and persons with legal custody or guardianship are considered parents. Students who are homeless and not living with a parent may need a surrogate parent.

The following is guidance for Summit Sierra to follow to assist in determining the status of the parent's rights to make educational decisions:

1. In cases where the student is in and out of home care Summit Sierra must determine the legal custodial status of the child;

2. Parents who have voluntarily placed their child in state placement still retain legal custody of the child and retain the right to make educational decisions. In this situation the student is not a ward of the state;

3. Parents whose children are placed in group care, pending a determination

of “dependency” may still retain rights to make educational decisions unless otherwise ordered by the court;

4. When a disposition order and order of dependency is issued, the state becomes the legal as well as physical custodian of the child. Parents may no longer have the right to make educational decisions during this stage of dependency; and

5. Parents whose parental rights are terminated no longer have the right to make educational decisions on behalf their child.

When a student is placed in foster care, the foster parent may act as the parent. When a student is placed in group care, Summit Sierra will work with the parents, case-worker(s), foster parents, and others who have knowledge of the student’s legal status in order to determine the need for appointment of a surrogate.

When selecting a surrogate parent Summit Sierra will select a person willing to participate in making decisions regarding the student’s educational program, including participation in the identification, evaluation, placement of, and provision of FAPE to the student.

If a student is referred for special education or a student eligible for special education who may require a surrogate parent transfers into Summit Sierra, the Diverse Learners Team will be notified of the potential need. The special education office will then select a trained individual who can adequately represent the student to ensure that all student rights are observed.

The person selected as a surrogate:

1. Must have no interest that conflicts with the interests of the student he or she represents;

2. Must have knowledge and skills that assure adequate representation of the student; and

3. May not be an employee of a local education agency and/or other agency which is involved in the education or care of the student. This includes OSPI, DSHS, local education agency employees, and group care providers.

Summit Sierra will at a minimum, review with the surrogate parent procedural safeguards, parent involvement in the special education process, parent education publications, and special education regulations. Summit Sierra will also cooperate with other LEAs, the ESD, or OSPI in training surrogate parents and in establishing a list of persons willing and able to serve as surrogate parents.

H. Mediation

The purpose of mediation is to offer both the parent and Summit Sierra an alternative to a formal due process hearing. Mediation is voluntary and requires the consent and agreement of both parties. Mediation cannot be used to deny or delay access by a parent to a due process hearing. Mediation is used to resolve disagreements concerning the identification, evaluation, and delivery of educational services or provision of a FAPE to a special education student. Mediation may be terminated by either party at any time during the process.

The primary participants are the parents, representatives of Summit Sierra, and mediator. The process is voluntary, confidential, and informal. It is a collaborative process, conducted in a non-adversarial manner. Mediation services will be provided by the Office of Superintendent of Public Instruction ("OSPI") at no cost to either party.

The Director of Diverse Learners or their designee is responsible for coordinating requests for mediation. If a parent requests mediation, notify the director and the director will respond to the parent and coordinate with OSPI's contracted agent. Staff members are reminded that discussions that occur during the mediation process are confidential.

One person designated by Summit Sierra to attend the mediation must have authority to bind Summit Sierra in any agreement reached through mediation.

DUE PROCESS HEARING

Both parents and Summit Sierra may file due process hearings involving the identification, evaluation, placement, or provision of FAPE to a student. IDEA requires that specific information be provided as part of a due process hearing request. The requirements are identified in the notice of procedural safeguards. If parents request information about how to file a due process hearing, Summit Sierra will provide the parent with a due process hearing request that contains the required information. Due process hearing request forms are available from the Director of Diverse Learners or their designee and on the OSPI Special Education website.

If any staff receives a request for a due process hearing, a copy of the request should be immediately forwarded to the Director of Diverse Learners or their designee. If the parent has not filed the request for hearing with the Washington State Office of Administrative Hearings ("OAH"), Summit Sierra will forward the parent's request to OAH. Summit Sierra may not delay or deny a parent's due process hearing request. Parents are entitled to a copy of the notice of procedural safeguards if this is the first due process hearing in a school year. The Diverse Learners Team is responsible for providing the parents a copy of the procedural safeguards in this situation, and documenting that the safeguards were provided to the parent.

When a parent files a due process hearing, the student remains in the placement and receives the same services in place at the time of the request for hearing, unless the parents and Summit Sierra agree to a different placement. The student's status during the pendency of any proceedings does not preclude the IEP team from meeting, as needed or as required, and updating and implementing the student's IEP or services, unless those changes are in dispute. See the discipline section below for placements when a disciplinary action is challenged.

When parents file a request for a due process hearing, the Director of Diverse Learners or their designee or designee thereof will immediately schedule a resolution meeting. The meeting must occur within 15 days after a parent files a due process request with Summit Sierra and provides a copy of the request to OAH, or, within seven days if the hearing request involves an expedited hearing regarding discipline. The Director of Diverse Learners or their designee or designee thereof will determine the appropriate LEA staff that will attend the resolution meeting. Summit Sierra will ensure that one of Summit Sierra representatives attending the resolution meeting has authority to bind Summit Sierra in any resolution agreement. Summit Sierra will not bring its counsel to a resolution meeting unless the parent is bringing an attorney to the meeting.

Any resolution agreement reached will be documented in writing and is binding on the parties. The document will inform the parent of their right to void the agreement within three business days of signing the agreement.

DISCIPLINE

Students eligible for special education services may be disciplined consistent with the disciplinary rules that apply to all students. Summit Sierra will determine on a case-by-case basis whether discipline that is permitted under WAC 392-400 should occur. However, students eligible for special education services must not be improperly excluded from school for disciplinary reasons that are related to their disability or related to Summit Sierra's failure to implement a student's IEP. Summit Sierra will take steps to ensure that each employee, contractor and other agents of Summit Sierra responsible for education or care of a student is knowledgeable of special education disciplinary rules.

A. Removal up to Ten Days

The Executive Director, in collaboration with the Director of Diverse Learners or their designee, may order the removal of a special education student from a current placement. Summit Sierra need not provide services to a student who is removed from the current placement for ten school days or less in any school year, if services are not provided to a student without disabilities.

B. Removal for More than Ten Days

Once a student has been removed from placement for a total of ten school days in the same school year, and if Summit Sierra determines that the removal is not a change of placement, Summit Sierra must, during subsequent days of removal, provide appropriate services to the extent necessary to enable the student to participate in the general curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP. The Director of Diverse Learners or their designee in consultation with one or more of the student's teachers will make the determination of such necessary services.

C. Change in Placement

A change of placement occurs when an eligible student is:

1. Removed from his or her current placement for more than ten consecutive school days in a school year; or

2. Subjected to a series of removals in a school year that constitute a pattern of removal because: 1) the series of removals total more than ten school days in a year; 2) the student behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals; and 3) because of factors such as the length of each removal, the total amount of time a student is removed, and the proximity of the removals to one another.

Whether a pattern of removal constitutes a change in placement is determined on a case-by-case basis by the Executive Director and Director of Diverse Learners or their designee and is subject to review through due process and judicial proceedings. The Executive Director is responsible for creating and implementing a system by which IEP case managers receive notification from the school office regarding disciplinary action for students with disabilities on their caseload.

On the date on which the decision is made to make a removal that constitutes a change of placement of a student eligible for special education because of a violation of a code of student

conduct, Summit Sierra will notify the parents of that decision and provide the parents with a copy of the procedural safeguards' notice.

D. Manifestation Determination

Within ten school days after the date on which Summit Sierra makes a decision to change the student's placement, Summit Sierra will conduct a manifestation determination meeting to determine the relationship between the student's disability and the behavior subject to disciplinary action.

The review of the relationship between a student's disability and the behavior subject to the disciplinary action will occur at a meeting that includes the parent and relevant members of the IEP team who are selected by the parent and Summit Sierra. The Director of Diverse Learners or their designee will contact the parent in order to determine relevant IEP team members and provide notice of the meeting. The team will review all relevant information in the student's file, including the IEP, teacher observations and information provided by the parent, to determine:

1. If the conduct was caused by or had a direct and substantial relationship to the child's disability; or

2. If the conduct in question was the direct result of Summit Sierra's failure to implement the student's IEP.

If the team determines that the behavior resulted from any of the above, the behavior must be considered a manifestation of the student's disability.

Summit Sierra will take immediate action to remedy the deficiencies and will:

1. Conduct a functional behavioral assessment (unless already completed) and implement a behavioral intervention plan if one is not already in place; or

2. Review the existing behavioral intervention plan and modify it to address the behavior; and

3. Return the child to the placement from which he or she was removed from unless the parents and Summit Sierra agree a change is necessary as part of the behavioral intervention plan, or unless the infraction involves drugs, weapons or serious bodily injury.

E. Special Circumstances

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

1. Possesses a "dangerous weapon" or carries such a weapon to school or to a school function;

2. Knowingly possesses or uses "illegal drugs" while at school or a school function;

3. Sells or solicits the sale of a "controlled substance" while at school or a

school function; or

4. Inflicts serious bodily injury upon another person while at school or a school function. Serious bodily injury means 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.

Any interim alternative educational setting in which the student is placed is determined by the student's IEP team and will:

1. Be selected so as to enable the student to participate in the general curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP; and

2. Include services and modifications designed to address the behavior or to prevent the behavior from recurring.

Summit Sierra may ask an administrative law judge, or seek injunctive relief through a court having jurisdiction of the parties, to order a change in placement to an appropriate interim alternative educational setting for not more than 45 school days or seek injunctive relief through a court having jurisdiction of the parties when Summit Sierra believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. If the student's IEP team believes that the student may not be maintained in his or her current placement, the IEP team should work with the Director of Diverse Learners or their designee.

Unless the parent and Summit Sierra agree otherwise, if a parent requests a hearing to challenge either the manifestation determination or the interim alternative educational setting, the student must remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45 day period, whichever occurs first.

F. Basis of Knowledge

A student who has not been determined eligible for special education services may assert the protections if Summit Sierra had knowledge that the student was eligible for special education services before the behavior that precipitated disciplinary action occurred.

Summit Sierra is deemed to have knowledge if:

1. The parent expressed concern in writing ("or orally if the parent does not know how to write or has a disability the prevents a written statement") to supervisory or administrative personnel or a teacher that the student is in need of special education and related services;

2. The parent requested that the student be evaluated for special education services; or

3. The teacher or other school personnel has expressed specific concern about a pattern of behavior demonstrated by the student to the Director of Diverse Learners or their designee or to other supervisory staff.

If instituting disciplinary action that would exceed ten days and the Executive Director believes that one or more of these events applies to the student, the Executive Director will notify the Diverse Learners Team to determine the appropriate disciplinary procedures.

Summit Sierra is not deemed to have knowledge if, as a result of receiving the information described above, Summit Sierra either:

1. Conducted a special education evaluation of the student and determined that the student was not eligible for services; or

2. The parent of the student has not allowed an evaluation of the child or has refused services.

If Summit Sierra is not deemed to have knowledge that a student is a student eligible for special education services, the student may be disciplined as a student without disabilities who engages in comparable behaviors. Summit Sierra will conduct an evaluation, which is requested during the time period such a student is subjected to disciplinary measures in an expedited manner. Until the evaluation is completed, such a student will remain in the educational placement determined by Summit Sierra, which depending upon the behavior can include suspension or expulsion without educational services.

Notwithstanding the foregoing, Summit Sierra may report a crime committed by a student eligible for special education services to appropriate authorities. In the event of such a report, Summit Sierra will ensure that copies of the student's special education and disciplinary records are transmitted for consideration by the appropriate authorities to whom the crime is reported, to the extent transmission of the records is permitted by FERPA.

STAFF QUALIFICATIONS

All employees of Summit Sierra funded in whole or part with state or federal excess special education funds will meet the standards established by the Professional Educator Standards Board ("PESB") and defined in WAC 392-172A-02090.

All employees will hold such credentials, certificates, permits or approvals as are now or hereafter required by PESB and will meet such supplemental standards established by Summit Sierra.

Special education and related services must be provided by appropriately qualified staff. Other staff including general education teachers and paraeducators may assist in the provision of special education and related services, provided that the instruction is designed and supervised by special education certificated staff (or early childhood special education certificated staff, deaf education certificated staff, deaf education with American Sign Language proficiency certificated staff, teacher of the visually impaired certificated staff), or for related services by a certificated educational staff associate. Student progress must be monitored and evaluated by special education certificated staff or for related services, a certificated educational staff associate.

In the event a special education teacher does not have a certificate endorsed in special education (or early childhood special education endorsement, deaf education endorsement, deaf education with American Sign Language proficiency endorsement, teacher of the visually impaired endorsement), Summit Sierra will apply for a pre-endorsement waiver through the special education section of the OSPI. To qualify for the special education pre-endorsement waiver, the teacher must meet PESB criteria outlined in WAC 181-82-110.

If Summit Sierra must temporarily assign a classroom teacher without a special education endorsement (or early childhood special education endorsement, deaf education endorsement, deaf education with American Sign Language proficiency endorsement, teacher of the visually impaired endorsement") to a special education position, the Director of Diverse Learners or their designee will document in writing that:

A. Summit Sierra is unable to recruit a teacher with the proper endorsement who was qualified for the position;

B. The need for a teacher with such an endorsement could not have been reasonably anticipated and the recruitment of such a classroom teacher at the time of assignment was not reasonably practical; and/or

C. The reassignment of another teacher within Summit Sierra would be unreasonably disruptive to the current assignments of other classroom teachers or would have an adverse effect on the educational program of the students assigned to the other teacher.

If one or more of these criteria can be documented and Summit Sierra determines that a teacher has the competencies to be an effective special education teacher and the teacher has completed two hundred forty clock hours ("or the equivalent of 24 quarter or 16 semester credits") applicable to one or more Washington state special education teaching certificates ("early childhood special education endorsement, deaf education endorsement, deaf education with American Sign Language proficiency endorsement, teacher of the visually impaired endorsement"), Summit Sierra can assign the teacher to special education in compliance with the process for making out-of-endorsement assignments and reporting them to the state.

Classified staff will present evidence of skills and knowledge necessary to meet the needs of students with disabilities. Summit Sierra will provide training to classified staff to meet the state recommended core competencies.

PERSONNEL DEVELOPMENT

In order to provide a staff development program to improve the quality of instructional programs, the following procedures will be employed:

1. Special education concerns will be identified through a staff needs assessment completed by administrators, teachers, educational staff associates, program assistants, parents, and volunteers;

2. All personnel who use restraint, restraint devices and/or isolation must be certified and annually trained in the use of such restraint, restraint devices, and/or isolation;

3. In-service training schedules will be developed based upon the results of Summit Sierra's assessment and in support of needs identified;

4. Training activities will be conducted for regular general and special education staff providing services for students eligible for special education

PUBLIC PARTICIPATION

Any application and any required policies, procedures, evaluations, plans and reports are readily available to parents and other members of the public through Summit Sierra's Diverse Learners Team and the Executive Director. A notice regarding the availability of such documents will be placed on Summit Sierra's website.

MEDIATION OR RESOLUTION AGREEMENTS

The Board of Directors authorizes the Executive Director or a designee to bind Summit Sierra to a mediation or resolution agreement.

COMMENCEMENT EXERCISES/CERTIFICATE OF ATTENDANCE

In order to participate in commencement exercises, students must have met the minimum criteria for graduation prior to the date of the exercise and otherwise be in good standing with their school through the commencement date. Minimum criteria for participation may be adjusted for students with an IEP whose disabilities have impacted their opportunity to accumulate credits. In limited circumstances, when determined necessary by the individualized education program team due to the unique needs resulting from the student's disability, a graduation credit and subject area requirement may be substituted with comparable content course work, as identified in the individualized education program team course of study and aligned to the student's high school and beyond plan.

Each student's IEP team will determine the student's graduation plan, including graduation date. Students with an IEP who have attended four years of high school and need additional time to complete IEP goals and/or credits may request participation in commencement exercises. Students with an IEP will receive a certificate of attendance until they complete their credits for graduation.

The Executive Director will develop and maintain special education procedures necessary to implement this policy. This policy and the procedures will be available to the public.