Pima Partnership Schools
Special Education Policies and Procedures
SY 24-25

_____

Ian Kidd, Superintendent of Pima Partnership Schools

Contents

Child Find Policy 3
POLICY 3
PROCEDURES 3
Evaluation 5
POLICY 5
PROCEDURES 5
Free Appropriate Public Education (FAPE) 12
POLICY 12
PROCEDURES 12
Least Restrictive Environment (LRE) 16
POLICY 16
PROCEDURES 16
Individualized Education Program (IEP) 18
POLICY 18
PROCEDURES 18
Procedural Safeguards 24
POLICY 24
PROCEDURES 24
Discipline 30
POLICY 30
PROCEDURES 30
Confidentiality 32
POLICY 32
PROCEDURES 32
Graduation 37
POLICY 37
PROCEDURES 37

Child Find Policy

POLICY

Pima Partnership Schools will ensure that all children with disabilities within the boundaries of Pima Partnership Schools, including children with disabilities who are homeless or wards of the State, regardless of the severity of their disability, and who are in need of special education and related services are identified, located, and evaluated.

PROCEDURES

Individuals with Disabilities Education Act (IDEA '04) 34 CFR §300.111 Child Find

Pima Partnership Schools will identify, locate, and evaluate all children with disabilities within the population they serve who are in need of special education and related services.

1) Child find must also include children who are suspected of being children with a disability and are in need of special education, even though:
   a) They are advancing from grade to grade or
   b) They are highly mobile children, including those who are migrant children.
2) Pima Partnership Schools will maintain a record of children who are receiving special education and related services.

AAC R7-2-401.C Public Awareness

1) Pima Partnership Schools shall inform the general public and all parents within Pima Partnership Schools' boundaries of responsibility of the availability of special education services for students aged 3 through 21 years and how to access those services. This includes information regarding early intervention services for children aged birth through 2 years.

AAC R7-2-401.D Child Identification and Referral

1) Pima Partnership Schools shall establish, implement, and make available (either in writing or electronically) to its school-based personnel and all parents within Pima Partnership Schools boundaries of responsibility, written procedures for the identification and referral of all children with disabilities aged birth through 21, including children with disabilities attending private schools and home schools, regardless of the severity of their disability.
2) Pima Partnership Schools shall require appropriate school-based personnel to review the written procedures related to child identification and referral on an annual basis. Pima Partnership Schools shall maintain documentation of school-based personnel review.
3) Procedures for child identification and referral shall meet the requirements of the IDEA and its regulations, A.R.S. Title 15, Chapter 7, and the State Board of Education rules R7-2-401.
4) Identification (screening for possible disabilities) shall be completed within 45 calendar days after:
   a) Entry of each student and any student enrolling without appropriate records of screening, evaluation, and progress in school; or
   b) Notification to Pima Partnership Schools by parents of concerns regarding developmental or educational progress by their child.
5) Screening procedures shall include vision and hearing status and consideration of the following areas: cognitive or academic; communication; motor; social or behavioral; and adaptive development. Screening does not include detailed individualized comprehensive evaluation procedures.
6) For a student transferring into a school, Pima Partnership Schools shall review enrollment data and educational performance in the prior school. If there is a history of special education for a student not

currently eligible for special education, or of poor progress, the name of the student shall be submitted to the Student Services Director for consideration of the need for a referral for a full and individual evaluation or other services.

7) If a concern about a student is identified through screening procedures or through a review of records, Pima Partnership Schools shall notify the parents of the student of the concern within 10 school days and inform them of Pima Partnership Schools procedures to follow up on the student's needs.
8) Pima Partnership Schools shall maintain documentation of the identification procedures used, the dates of entry into school or the notification by parents made pursuant to subsection (D)(5), and the dates of screening. The results shall be maintained in the student's permanent records in a location designated by the Student Services Director. In the case of a student not enrolled, the results shall be maintained in a location designated by the Student Services Director.
9) If the identification process indicates a possible disability, the name of the student shall be submitted to the Student Services Director for consideration of the need for a referral for a full and individual evaluation or other services. A parent or a student who has reached the age of majority may request an evaluation of the student. For parentally placed private school students, the school district within whose boundaries the nonprofit private school is located is responsible for such evaluation.
10) If, after consultation with the parent, Pima Partnership Schools determines that a full and individual evaluation is not warranted, Pima Partnership Schools shall provide prior written notice and procedural safeguards notice to the parent in a timely manner.

Evaluation

POLICY

A full and individual initial evaluation will be conducted by Pima Partnership Schools before the initial provision of special education and related services to a child with a disability in accordance with 34 CFR §§300.300–300.311 of the IDEA regulations. A reevaluation of each child with a disability will be conducted by Pima Partnership Schools in accordance with §§300.300–300.311 of the IDEA regulations.

PROCEDURES

§300.300 Parental Consent

1) Should Pima Partnership Schools propose to conduct an initial evaluation to determine if a child qualifies as a child with a disability, after reviewing existing data with the parents and providing prior written notice, will obtain informed consent from the parent of the child before collecting any additional data.
   a) Parental consent for initial evaluation must not be construed as consent for initial provision of special education and related services.
   b) Pima Partnership Schools must make reasonable efforts to obtain the informed consent from the parent for an initial evaluation.
2) For initial evaluations only, if the child is a ward of the state and is not residing with the child's parent, Pima Partnership Schools is not required to obtain consent from the parent if:
   a) Despite reasonable efforts to do so, Pima Partnership Schools cannot discover the whereabouts of the parents of the child;
   b) The rights of the parents of the child have been terminated by the court;
   c) The rights of the parent to make educational decisions have been subrogated by a judge and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.
3) Pima Partnership Schools may, but is not required to, seek informed consent through due process procedures if the parent of a child who is enrolled or seeking to enroll in Pima Partnership Schools refuses consent for an initial evaluation.
4) Pima Partnership Schools must obtain informed consent from the parent of the child before the initial provision of special education and related services to the child and must make reasonable efforts to obtain that consent.
5) If a parent refuses consent for the initial provision of special education and related services, Pima Partnership Schools may not seek consent though due process hearing procedures. Pima Partnership Schools:
   a) Will not be considered in violation for not providing FAPE;
   b) Is not required to convene an IEP team meeting or develop an IEP for the child.
6) Pima Partnership Schools must obtain informed consent prior to conducting any reevaluation of a child with a disability.
   a) If the parent refuses consent, Pima Partnership Schools may use due process hearing procedures to seek consent, but does not violate its obligation if it declines to pursue the evaluation or the reevaluation.
   b) The informed parental consent for reevaluation need not be obtained if Pima Partnership Schools can demonstrate that:

i) it made reasonable efforts to obtain such consent and has documented those attempts;
ii) the child's parent has failed to respond.

7) Parental consent is not required before:
   a) Reviewing existing data as part of an evaluation or reevaluation; or
   b) Administering a test or other evaluation that is administered to all children unless consent is required of parents of all children prior to administration.
8) Pima Partnership Schools may not use a parent's refusal to consent to one service or activity under this section to deny the parent or child any other service, benefit, or activity of Pima Partnership Schools, except as required by this part.
9) If a parent of a child who is home schooled or placed in a private school by the parents at their own expense does not provide consent for the initial evaluation or the reevaluation, or the parent fails to respond to a request to provide consent, Pima Partnership Schools may not utilize due process hearing procedures to seek consent.

§300.301 Initial Evaluations

1) Consistent with consent requirements of §300.300, either a parent of a child or Pima Partnership Schools may initiate a request for an initial evaluation to determine if a child is a child with a disability.
2) The initial evaluation must:
   a) Be completed within 60 days of receiving parental consent for the evaluation, unless:
      i) The parents and Pima Partnership Schools agree that it is in the best interest of the child to extend the timeline to complete the evaluation for an additional 30 days;
      ii) The child enrolls in Pima Partnership Schools from another public education agency after the parent has provided consent and before the determination of eligibility by the other agency (In that event, the agency will ensure prompt completion of the evaluation); or
      iii) The parent of a child with a disability repeatedly fails or refuses to produce the child for the evaluation.
   b) Consist of procedures to determine if the child is a child with a disability and to determine the educational needs of the child.

§300.303 Reevaluations

1) Pima Partnership Schools will conduct a reevaluation of a child with a disability if:
   a) Pima Partnership Schools determines that the educational or related service needs, including improved academic achievement and functional performance, of the child warrant a reevaluation, or
   b) If the child's parents or teacher requests a reevaluation, except that
   c) Pima Partnership Schools will not conduct a reevaluation more than once a year unless the parent and agency agree otherwise.
2) Pima Partnership Schools will conduct a reevaluation at least once every 3 years, unless the parent and the agency agree that a reevaluation is unnecessary.

§300.304 Evaluation Procedures

1) Pima Partnership Schools will provide prior written notice to the parents of a child who has or who is suspected of having a disability that describes the evaluation procedures that the agency proposes to conduct.
2) In conducting an evaluation or reevaluation, Pima Partnership Schools will:

a) Use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the child, including information provided by the parent in order to determine:
    i) Whether the child is a child with a disability; and
    ii) If the child is a child with a disability, information related to enabling the child to be involved in and progress in the general education curriculum.
b) Not use any single measure or assessment as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child; and
c) Use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.

3) Pima Partnership Schools will ensure that evaluation materials and strategies:
    a) Are selected and administered so as not to be discriminatory on a racial or cultural basis;
    b) Are administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to do so;
    c) Are used for the purposes for which the assessment(s) or measure(s) are valid and reliable;
    d) Are administered by trained and knowledgeable personnel;
    e) Are administered in accordance with the instructions provided by the assessment publisher;
    f) Are selected and administered so as to ensure that if administered to a child with impaired sensory, manual, or speaking skills, the assessment results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure rather than reflecting the child's impairments (unless those skills are the factors being measured).
    g) Assess the child in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, adaptive behavior, communicative status, and motor abilities; and
    h) Are sufficiently comprehensive to identify all of the child's special education and related service(s) needs, whether or not those needs are commonly associated with the child's disability.
    i) Provide relevant information that directly assists in determining the educational needs of the child.
4) Evaluations of children who transfer to or from another public education agency in the same school year are coordinated with the prior and subsequent schools, in order to expedite the completion of a full evaluation.

§300.305 Additional Evaluation Requirements

1) As part of an initial evaluation (if appropriate), and as part of any reevaluation, the IEP team and other qualified professionals, as appropriate, will:
    a) Review existing evaluation data on the child including:
        i) Evaluations and information provided by the parents;
        ii) Current classroom-based, local, and statewide assessments, and classroom-based observations; and
        iii) Observations by teachers and related services providers.
    b) On the basis of that review and input from the child's parents, identify what additional data, if any, are needed to determine:
        i) Whether the child is or continues to be a child with a disability and if so, the educational needs of the child;
        ii) The present levels of academic achievement and related developmental needs of the child; and

iii) Whether the child needs special education and related services to enable the child to meet measurable annual IEP goals and to participate, as appropriate, in the general education curriculum.

c) The IEP team may conduct the review without a meeting.

2) If additional data are needed, Pima Partnership Schools will administer the assessments required to obtain the additional data.
3) If additional data are not needed to determine whether the child continues to be a child with a disability and to determine the child's educational needs, Pima Partnership Schools will notify the parents of:
   a) The determination and the reasons for the determination; and
   b) The right of the parents to request an assessment to determine whether the child continues to be a child with a disability and to determine the child's educational needs.
4) Pima Partnership Schools will evaluate a child before determining that the child is no longer a child with a disability except when the termination is due to graduation with a regular school diploma or the child's reaching age 22.
5) When the child's eligibility terminates because of graduation or reaching age 22, the agency will provide a summary of the child's academic achievement and functional performance that includes recommendations on how to assist the child in meeting the child's postsecondary goals.

§300.306 Determination of Eligibility

1) Upon completion of the evaluation process, Pima Partnership Schools will ensure that:
   a) A group of qualified professionals and the parent of the child determine:
      i) If the child is a child with a disability under the Individuals with Disabilities Education Act and the Arizona State Statutes; and
      ii) If so, the educational needs of the child.
   b) The parents are provided, at no cost, a copy of the evaluation report and eligibility determination.
2) A child will not be determined to be a child with a disability if the primary factor for the determination is:
   a) Lack of appropriate instruction in reading, including the essential components of reading instruction (as defined in section 1208(3) of the ESEA as such section was in effect on the day before the date of enactment of the Every Student Succeeds Act (December 9, 2015));
   b) Lack of appropriate instruction in math; or
   c) Limited English proficiency.
3) The eligibility determination, including education needs, will be based on all of the information sources used in the evaluation process, and if the child is deemed eligible and in need of special education and related services, an IEP will be developed in accordance with §§300.320 through 300.324.

§300.307 Additional Procedures for Identifying Children with Specific Learning Disabilities

1) Pima Partnership Schools will determine, on an individual child basis, the criteria for determining whether a child has a specific learning disability using one of the following criteria in conformity with IDEA Regulations §§300.307–300.311:
   a) The state-adopted criteria based on a child's response to scientific, research-based intervention; and/or
   b) The identification of a severe discrepancy (of at least one standard deviation) between intellectual ability and achievement.

§300.308 Additional Group Members

1) The determination of whether a child suspected of having a specific learning disability is a child with a disability must be made by the child's parents and a team of qualified professionals that must include:
   a) The child's regular teacher; or
   b) If the child does not have a regular teacher, then a regular teacher qualified to teach children of that age;
   c) For a child of less than school age, an individual qualified by the State to teach children of his/her age;
   d) At least one person qualified to conduct individual diagnostic evaluations of children, such as a school psychologist, speech-language pathologist, or remedial reading teacher.

§300.309 Determining the Existence of a Specific Learning Disability

1) A child may be determined to have a specific learning disability if:
   a) The child does not achieve adequately for the child's age or to meet State-approved grade-level standards in one or more of the following areas, when provided with learning experiences and instruction appropriate for the child's age or meet State–approved grade-level standards:
      i) Oral expression
      ii) Listening comprehension
      iii) Written expression
      iv) Basic reading skill
      v) Reading fluency skills
      vi) Reading comprehension
      vii) Mathematics calculation
      viii) Mathematics problem solving
   b) The child does not make sufficient progress to meet age or State-approved grade-level standards in one or more of the areas in (1)(a) when using a process based on the child's response to scientific, research-based intervention; or
   c) The child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, State–approved grade-level standards, or intellectual development, that is determined by the group to be relevant to the identification of a specific learning disability, using appropriate assessments.
2) The findings of this section are not primarily the result of:
   a) A visual, hearing, or motor disability;
   b) Mental retardation;
   c) Emotional disturbance;
   d) Cultural factors;
   e) Environmental or economic disadvantage; or
   f) Limited English proficiency.
3) The group must ensure that the underachievement is not due to a lack of appropriate instruction in reading or math and must consider:
   a) Data that demonstrate that prior to, or as part of, the referral process, the child was provided appropriate instruction in regular education settings, delivered by qualified personnel; and
   b) Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction, which was provided to the child's parents.
4) Pima Partnership Schools must promptly request parent consent to evaluate if, prior to referral, the child has not made adequate progress after an appropriate period of time when provided instruction described in (3)(a) and (b).

§300.310 Observation

1) Pima Partnership Schools must ensure that the child is observed in his/her learning environment, including the regular classroom setting, to document the child's academic performance and behavior in the areas of difficulty.
2) In the case of a child of less than school age or who is out of school, a group member must observe the child in an environment appropriate for a child of that age.

§300.311 Specific Documentation for the Eligibility Determination

1) For a child suspected of having a specific learning disability, the eligibility determination must contain a statement of:
   a) Whether the child has a specific learning disability;
   b) The basis for making the determination, including an assurance the determination was made in accordance with the Individuals with Disabilities Education Act;
   c) The relevant behavior, if any, noted during the observation and the relationship of that behavior to the child's academic functioning;
   d) The educationally relevant medical findings, if any;
   e) Whether the child does not achieve adequately for his/her age or to meet State-approved grade-level standards consistent with (1)(a); and does not make sufficient progress to meet age or State-approved grade-level standards consistent with (1)(b); or
   f) The child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, State-approved grade-level standards. or intellectual development consistent with (1)(c).
   g) The determination of the group concerning the effects of a visual, hearing, or motor disability; mental retardation; emotional disturbance; cultural factors; environmental or economic disadvantage; or limited English proficiency of the child's achievement level.
2) If the child participated in a process that assessed the child's response to scientific, research-based intervention, the determination must include:
   a) The instructional strategies used and the student-centered data collected;
   b) Documentation that the child's parents were notified about the State's policies regarding the amount and nature of student performance that would be collected and the general education services that would be provided;
   c) Strategies for increasing the rate of learning; and
   d) The parent's right to request an evaluation.
3) Each group member must certify in writing whether the report reflects the member's conclusion. If it does not, the group member must submit a separate statement presenting the member's conclusions.

AAC R7-2-401.E Evaluation/Reevaluation

1) Pima Partnership Schools shall establish, implement, and make available to school-based personnel and parents within its boundaries of responsibility written procedures for the initial full and individual evaluation of students suspected of having a disability, and for the reevaluation of students previously identified as being eligible for special education.
2) Procedures for the initial full and individual evaluation of children suspected of having a disability and for the reevaluation of students with disabilities shall meet the requirements of IDEA and its regulations, state statutes, and State Board of Education rules.
3) The initial evaluation of a child being considered for special education, or the reevaluation per a parental request of a student already receiving special education services, shall be conducted within 60 calendar

days from Pima Partnership Schools' receipt of the parent's informed written consent and shall conclude with the date of the multidisciplinary evaluation team (MET) determination of eligibility.

4) If the parent requests the evaluation, the PEA must, within a reasonable amount of time not to exceed 15 school days from the date it receives a parent's written request for an evaluation, either begin the evaluation by reviewing existing data or provide prior written notice refusing to conduct the requested evaluation. The 60-day evaluation period shall commence upon the PEA's receipt of the parent's informed written consent.
5) The 60-day evaluation period may be extended for an additional 30 days, provided it is in the best interest of the child and the parent and PEA agree in writing to such an extension. Neither the 60-day evaluation period nor any extension shall cause a reevaluation to exceed the timelines for a reevaluation within three years of the previous evaluation.
6) Pima Partnership Schools may accept current information about the student from another state, public agency, Pima Partnership Schools, or through an independent educational evaluation. In such instances, the multidisciplinary evaluation team shall be responsible for reviewing and approving or supplementing an evaluation to meet the requirements identified in subsections (E)(1) through (7).
7) For the following disabilities, the full and individual initial evaluation shall include:
    a) Emotional disability: verification of a disorder by a qualified professional.
    b) Hearing impairment:
        i) An audiological evaluation by a qualified professional, and
        ii) An evaluation of communication/language proficiency.
    c) Other health impairment: verification of a health impairment by a qualified professional.
    d) Specific learning disability: a determination of whether the child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, state-approved grade-level standards, or intellectual development that meets Pima Partnership Schools criteria through one of the following methods:
        i) A discrepancy between achievement and ability;
        ii) The child's response to scientific, research-based interventions; or
        iii) Other alternative research-based procedures.
    e) Orthopedic impairment: verification of the physical disability by a qualified professional.
    f) Speech/language impairment: an evaluation by a qualified professional.
    g) For students whose speech impairments appear to be limited to articulation, voice, or fluency problems, the written evaluation may be limited to:
        i) An audiometric screening within the past calendar year,
        ii) A review of academic history and classroom functioning,
        iii) An assessment of the speech problem by a speech therapist, or
        iv) An assessment of the student's functional communication skills.
    h) Traumatic brain injury: verification of the injury by a qualified professional.
    i) Visual impairment: verification of a visual impairment by a qualified professional.
8) The Arizona Department of Education shall develop a list, subject to review and approval of the State Board of Education, of qualified professionals eligible to conduct the appropriate evaluations prescribed in subsection (E)(7).
9) The multidisciplinary evaluation team shall determine, in accordance with the IDEA and regulations, whether the requirements of subsections (E)(7(a) through (i) are required for a student's reevaluation.

Free Appropriate Public Education (FAPE)

POLICY

A free appropriate public education (FAPE) will be available to all children within the boundaries of responsibility of Pima Partnership Schools, including children with disabilities who have been suspended or expelled from school as provided for in §300.530(d) of the IDEA regulations.

PROCEDURES

§300.306 Determination of Eligibility, §300.308 Additional Group Members

All public education agencies will make the determination that a child is eligible for special education and related services on an individual basis by a properly constituted team.

§300.101 Free Appropriate Public Education

1) **For Preschool Children (3 to 5)**
   Refer any children who are suspected of having a disability to the appropriate unified district or elementary district for evaluation and, if appropriate, for services.
2) **For School-Aged Children (5 to 21)**
   Pima Partnership Schools will make FAPE available to any child who needs special education and related services, even though the child has not failed or been retained in a course or grade, and is advancing from grade to grade.

ARS 15-764.A(5) Powers of the School District Governing Board or County School Superintendent

The governing board of each school district or the county school superintendent shall establish policy with regard to allowable pupil-teacher ratios and pupil-staff ratios within the school district or county for provision of special education services.

ARS 15-764.B Powers of the School District Governing Board or County School Superintendent

The special education programs and services established pursuant to this section and section 15-765 shall be conducted only in a school facility which houses regular education classes or in other facilities approved by the division of special education.

§300.105 Assistive Technology

1) Pima Partnership Schools will ensure that assistive technology devices or services or both will be available to a child with a disability, if required, as a part of:
   a) Special education,
   b) Related services, and
   c) Supplementary aids and services.
2) On a case-by-case basis, Pima Partnership Schools will ensure the use of school-purchased assistive technology devices in a child's home or other setting if the child's IEP team determines that the child needs access to those devices in order to receive FAPE.

§300.106 Extended School Year Services (ESY)

1) Pima Partnership Schools will make extended school year services available as necessary to provide FAPE to children with disabilities.

a) ESY services will be provided only if a child's IEP team determines, in accordance with §§300.320–300.324, that the services are necessary for the provision of FAPE.
b) Services will not be:
   i) Limited to a particular category of disability; or
   ii) Unilaterally limited to the type, amount, or duration of services.

2) The ESY services that are provided to a child with a disability will:
   a) Be provided beyond the normal school year of the agency;
   b) Be provided in accordance with the child's IEP;
   c) Be provided at no cost to the parents of the child; and
   d) Meet the standards of the State.

§300.107 Nonacademic Services

1) Pima Partnership Schools will afford children with disabilities an equal opportunity for participation in nonacademic and extracurricular services and activities including, as determined appropriate and necessary by the child's IEP team, the provision of supplementary aids and services.
2) Nonacademic and extracurricular services and activities may include counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by Pima Partnership Schools, referrals to agencies that provide assistance to individuals with disabilities, and employment of students, including both employment by Pima Partnership Schools and assistance in making outside employment available.

§300.108 Physical Education

1) Pima Partnership Schools will make regular physical education services available to children with disabilities to the same extent that the agency provides those services to children without disabilities, unless:
   a) The child is enrolled full time in a separate facility; or
   b) The child needs specially designed physical education as prescribed in the child's IEP.
2) If a child is enrolled in a separate facility, Pima Partnership Schools will ensure that the child receives appropriate physical education services.
3) If special physical education is prescribed in a child's IEP, Pima Partnership Schools will provide for those services, either directly or through other public or private programs.

§300.110 Program Options

1) Pima Partnership Schools will ensure that children with disabilities have available to them the variety of educational programs and services that are available to nondisabled children, including art, music, industrial arts, consumer and homemaking education, and vocational education.

§300.113 Routine Checking of Hearing Aids and External Components of Surgically Implanted Medical Devices

1) Pima Partnership Schools will ensure that the hearing aids worn in school by children with hearing impairments are functioning properly; and
2) The external components of surgically implanted medical devices (e.g., cochlear implants) are functioning properly, except that the agency will not be responsible for any post-surgical maintenance, programming, or replacement of any component, external or internal, of the medical device.

§300.154 Methods of Ensuring Services

1) Pima Partnership Schools may use the Medicaid or other public benefits or insurance programs in which a child participates to provide or pay for services required under IDEA, as permitted under the public benefits or insurance program, except that Pima Partnership Schools:
   a) May not require parents to sign up for or enroll in public benefits or insurance programs to receive FAPE;
   b) May not require parents to incur out-of-pocket expenses such as payment of a deductible or co-pay for services required by IDEA, but may pay the cost that parents otherwise would be required to pay;
   c) May not use a child's public benefit if that use would:
      i) Decrease lifetime benefits;
      ii) Result in the family paying for non-school services that would otherwise be paid for by public benefits;
      iii) Increase premiums or lead to discontinuation of benefits; or
      iv) Risk loss of eligibility.
2) Pima Partnership Schools must notify parents that their refusal to allow access to their public benefits does not relieve the agency of its responsibility to provide all required IDEA services.
3) Pima Partnership Schools must obtain a one-time written consent from the parent, after providing written notification and before accessing the child's or the parent's public benefits for the first time. The consent must specify:
   a) The personally identifiable information that may be disclosed;
   b) The purpose of the disclosure; and
   c) The agency to which the disclosure may be made.
4) Pima Partnership Schools must provide a written notification to the child's parents before accessing the child's or parent's public benefits or insurance for the first time and prior to obtaining the one-time parental consent and annually thereafter.

AAC R7-2-401.F Parental Consent

1) Pima Partnership Schools shall obtain informed written consent from the parent of the child with a disability before the initial provision of special education and related services to the child.
2) If the parent of a child fails to respond to a request for, or refuses to consent to, the initial provision of special education and related services, Pima Partnership Schools may not use mediation or due process procedures in order to obtain agreement or a ruling that the services may be provided to the child.
3) If the parent of the child refuses to consent to the initial provision of special education and related services, or the parent fails to respond to a request to provide consent for the initial provision of special education and related services, Pima Partnership Schools:
   a) Will not be considered to be in violation of the requirement to make available FAPE to the child because of the failure to provide the child with the special education and related services for which the parent refuses to or fails to provide consent, and
   b) Is not required to convene an IEP team meeting or develop an IEP in accordance with these rules.
4) If, at any time after the initial provision of special education and related services, the parent of a child revokes consent in writing for the continued provision of special education and related services, Pima Partnership Schools:
   a) May not continue to provide special education and related services to the child, but shall provide prior written notice before ceasing the provision of special education and related services;
   b) May not use the mediation procedures or the due process procedures in order to obtain agreement or a ruling that the services may be provided to the child;

c) Will not be considered to be in violation of the requirement to make FAPE available to the child because of the failure to provide the child with further special education and related services; and
d) Is not required to convene an IEP team meeting or develop an IEP for the child for further provision of special education and related services.

5) If a parent revokes consent in writing for the child's receipt of special education services after the child is initially provided special education and related services, Pima Partnership Schools is not required to amend the child's education records to remove any references to the child's receipt of special education and related services because of the revocation of consent.

Least Restrictive Environment (LRE)

POLICY

Children with disabilities, including children in public or private institutions or other care facilities, will be educated to the maximum extent appropriate with children who are not disabled in accordance with §§300.114–300.117 of the IDEA regulations.

PROCEDURES

§300.114 LRE Requirements

Pima Partnership Schools will ensure that special classes, separate schooling, or other removals of children with disabilities from the regular educational environment occur only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

§300.115 Continuum of Alternative Placements

1) Pima Partnership Schools will make available a continuum of alternative placements to meet the needs of children with disabilities for special education and related services.
2) The continuum of alternative placements will include:
   a) Instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions;
   b) Supplementary services, such as a resource room or itinerant instruction, to be provided in conjunction with regular class placement.

§300.116 Placements

1) The placement decision for each child will be:
   a) Made by a group that includes the parents and other persons knowledgeable about the child, about the meaning of the evaluation data, and about the placement options;
   b) In conformity with the LRE provisions of the IDEA regulations;
   c) Determined at least annually;
   d) Based on the child's IEP; and
   e) As close as possible to the child's home.
2) Unless the IEP of a child requires some other arrangement, the child will be educated in the school that he or she would attend if not disabled.
3) In selecting the LRE, consideration will be given to any potential harmful effect on the child or on the quality of services that she or he needs.
4) A child with a disability will not be removed from age-appropriate regular classrooms solely because of needed modifications in the general education curriculum.

§300.117 Nonacademic Settings

1) In providing or arranging for the provision of nonacademic and extracurricular services and activities, including meals, recess periods, and other nonacademic activities, Pima Partnership Schools must ensure that each child with a disability participates with nondisabled children in the extracurricular services and activities to the maximum extent appropriate to the needs of that child.

2) Pima Partnership Schools will ensure that the supplementary aids and services determined by the IEP team to be appropriate and necessary are provided to allow the child to participate in nonacademic settings.

AAC R7-2-401.H Least Restrictive Environment

1) Pima Partnership Schools shall establish, implement, and make available to its school-based personnel and parents, written procedures to ensure the delivery of special education services in the least restrictive environment as identified by IDEA and its regulations, the state statutes, and the State Board of Education rules.
2) A continuum of services and supports for students with disabilities shall be available through Pima Partnership Schools.

Individualized Education Program (IEP)

POLICY

Pima Partnership Schools shall ensure that an IEP is developed and implemented for each eligible child served by Pima Partnership Schools and for each eligible child placed in or referred to a private school or facility by Pima Partnership Schools in accordance with §§300.320–300.325 of the IDEA regulations.

PROCEDURES

§300.320 Contents of the IEP

1) The contents of each IEP will include a statement of:
   a) The child's present levels of academic achievement and functional performance, including:
      i) How the child's disability affects the child's involvement and progress in the general education curriculum.
   b) Measurable annual goals, including academic and functional goals designed to:
      i) Meet the child's needs that result from the child's disability to enable the child to be involved in and make progress in the general education curriculum; and
      ii) Meet each of the child's other educational needs that result from the child's disability;
      iii) For children with disabilities who take alternate assessments aligned to alternate achievement standards (MSAA and AIMS A), a description of benchmarks or short-term objectives;
   c) How the child's progress toward meeting the IEP goals will be measured and when periodic reports on the child's progress toward the goals will be provided;
   d) The special education and related services to be provided to the child, the supplementary aids and services to be provided to the child or on behalf of the child, and the program modifications or supports for school personnel that will be provided to enable the child:
      i) To advance appropriately toward attaining the annual goals; and
      ii) To be involved in and progress in the general education curriculum and to participate in extracurricular and other nonacademic activities with other children with disabilities and nondisabled children.
   e) The extent, if any, to which the child will not participate with nondisabled children in the regular class and in extracurricular and other nonacademic activities;
   f) Any individual accommodations that are needed to measure the academic achievement and functional performance of the child on State and district-wide assessments;
   g) If the IEP team determines that the child must take an alternate assessment instead of a particular regular State or district-wide assessment of student achievement, a statement of why:
      i) the child cannot participate in the regular assessment; and
      ii) the particular alternate assessment selected is appropriate for the child;
   h) The projected date for the beginning of the services and modifications and the anticipated frequency, location, and duration of those services and modifications.
   i) Beginning not later than the first IEP to be in effect when the child turns 16 (or younger if determined appropriate by the IEP team) and updated annually, the IEP will also include a statement of:
      i) Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills;
      ii) Transition services (including courses of study) needed to assist the child in reaching those goals.

j) Beginning not later than one year before a student reaches the age of 18, the IEP will include a statement that the parents and the student have been informed of the rights under Part B, if any, that will transfer to the student on reaching the age of 18.

§300.321 The IEP Team

1) The IEP team for each child with a disability will include:
   a) The parents of the child;
   b) Not less than one regular education teacher of the child (if the child is, or may be, participating in the regular education environment);
   c) Not less than one special education teacher of the child, or where appropriate, not less than one special education provider of the child;
   d) A representative of Pima Partnership Schools who:
      i) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
      ii) Is knowledgeable about the general education curriculum; and
      iii) Is knowledgeable about the availability of resources of Pima Partnership Schools;
      iv) May be a Pima Partnership Schools team member described in (b) through (f) if the above criteria are met.
   e) An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in (b) through (f).
   f) At the discretion of the parent or the agency, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and
   g) Whenever appropriate, the child with a disability.
      i) A child of any age if the purpose of the meeting is to consider postsecondary goals and transition services needed to assist the child in reaching the IEP goals.
      ii) If the student does not attend the IEP meeting, Pima Partnership Schools will take other steps to ensure that the student's preferences and interests are considered.
   h) To the extent appropriate and with consent of the parents or the adult child, Pima Partnership Schools will invite a representative of any participating agency that is likely to be responsible for providing or paying for transition services.
2) A member of the IEP team described in (1)(a) through (1)(e) is not required to attend the IEP meeting if the parent and the school agree in writing prior to the meeting that attendance is not necessary because the member's area of curriculum or related services is not being modified or discussed in the meeting.
3) A member of the IEP team described in (1)(a) through (1)(e) may be excused from attending the IEP meeting in whole or part when the meeting involves a modification to or discussion of the member's area of the curriculum or related services if the parent and Pima Partnership Schools consent to the excusal, in writing, and the member submits to the IEP team, in writing, input into the development of the IEP prior to the meeting.

§300.322 Parent Participation

1) The agency will take steps to ensure the parents of a child with a disability are present at each IEP meeting or are afforded the opportunity to participate by:
   a) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
   b) Scheduling the meeting at a mutually agreed on time and place.
2) The meeting notice will:
   a) Indicate the purpose, time, and location of the meeting and who will be in attendance.

3) Beginning not later than the first IEP to be in effect when the child turns 16, the notice will also:
   a) Indicate that a purpose of the meeting will be the consideration of postsecondary goals and transition services;
   b) Indicate that the agency will invite the student; and
   c) Identify any other agency that will be invited to send a representative.
4) If neither parent can attend, Pima Partnership Schools will use other methods to ensure parent participation, including individual or conference telephone calls.
5) A meeting may be conducted without a parent in attendance if Pima Partnership Schools is unable to convince the parents that they should attend. In this case, Pima Partnership Schools will maintain a record of its attempts to arrange a mutually agreed on time and place, such as:
   a) Detailed records of telephone calls made or attempted and the results of those calls;
   b) Copies of correspondence sent to the parents and any responses received; and
   c) Detailed records of visits made to the parent's home or place of employment and the results of those visits.
6) Pima Partnership Schools will take whatever action is necessary to help the parent understand the proceedings at the IEP meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.
7) Pima Partnership Schools will give the parent a copy of the child's IEP at no cost to the parent.

§300.323 When IEPs Must Be in Effect

1) At the beginning of each school year, Pima Partnership Schools must have in effect for each child with a disability in its jurisdiction, an IEP as defined in §300.320.
2) Pima Partnership Schools will ensure that:
   a) A meeting to develop an IEP for an eligible child is conducted within 30 days of a determination of eligibility for special education and related services.
   b) As soon as possible following the development of the IEP, the services indicated in the IEP are made available to the child.
   c) An IEP will be in effect at the beginning of each school year.
3) Pima Partnership Schools will ensure that each child's IEP is accessible to each regular education teacher, special education teacher, related service provider, and any other service provider who is responsible for implementing the IEP.
   a) Each teacher and related service provider will be informed of his or her specific responsibilities in implementing the IEP; and
   b) The specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP.
4) For a child with an IEP who transfers in to Pima Partnership Schools from another public education agency in Arizona, Pima Partnership Schools, in consultation with the parents, will provide a free appropriate public education (including services comparable to the services described in the existing IEP) until the agency:
   a) Reviews and adopts the child's IEP from the previous Pima Partnership Schools or
   b) Develops, adopts, and implements a new IEP.
5) For a child with an IEP who transfers in to Pima Partnership Schools from another state, Pima Partnership Schools, in consultation with the parents, will provide a free appropriate public education (including services comparable to the services described in the existing IEP) until the agency:
   a) Conducts an evaluation for eligibility for special education in Arizona or determines that such an evaluation is unnecessary; and

b) Develops, adopts, and implements a new IEP, if appropriate.

6) To facilitate the transition of a child enrolling from another public education agency, either from within or from outside of Arizona, Pima Partnership Schools will take reasonable steps to promptly obtain the child's education records, including all records pertaining to special education, from the previous Pima Partnership Schools in which the child was enrolled.
7) When a records request is received from another public agency, from either within or outside of Arizona, the agency will promptly respond to the request.

§300.324 Development, Review, and Revision of an IEP

1) In developing each child's IEP, the IEP team will consider:
   a) The strengths of the child and the concerns of the parents for enhancing the education of their child;
   b) The results of the initial or most recent evaluation of the child; and
   c) The academic, developmental, and functional needs of the child.
2) In consideration of special factors, the IEP team must:
   a) In the case of a child whose behavior impedes his or her learning or that of others, consider the use of positive behavioral interventions and supports and other strategies to address that behavior;
   b) In the case of a child with limited English proficiency, consider the language needs of the child as those needs relate to the child's IEP;
   c) In the case of a child who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the IEP team determines, after an evaluation of the child's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the child's future needs for instruction in Braille or the use of Braille) that instruction in Braille or the use of Braille is not appropriate for the child;
   d) Consider the communication needs of the child, and in the case of a child who is deaf or hard of hearing, consider the child's language and communication needs, opportunities for direct communication with peers and professional personnel in the child's language and communication mode, academic levels and full range of needs, including opportunities for direct instruction in the child's language and communication mode;
   e) Consider whether the child requires assistive technology devices and services.
3) The regular education teacher of a child with a disability, as a member of the IEP team, must, to the extent appropriate, participate in the development, review, and revision of the child's IEP, including the determination of:
   a) Appropriate positive behavioral interventions and strategies for the child; and
   b) Supplementary aids and services, program modifications, and/or supports for school personnel that will be provided for the child, consistent with §300.320(a)(4).
4) In making changes to the IEP after the annual IEP meeting, the parent and the agency may agree to amend the IEP without a meeting to make those changes and instead, develop a written document to amend or modify the child's current IEP. Pima Partnership Schools must:
   a) Inform all members of the child's IEP team of those changes and
   b) Upon request, provide the parents with the revised copy of the IEP.
5) To the extent possible, Pima Partnership Schools will encourage the consolidation of evaluation, reevaluation, and IEP meetings for a child.
6) Pima Partnership Schools will ensure that the IEP team reviews the child's IEP periodically, but not less than annually, to determine if goals are being achieved and revises the IEP, when appropriate, to address:
   a) Any lack of expected progress toward the annual goals and in the general education curriculum, if appropriate;

b) The results of any reevaluation;
c) Information about the child provided to, or by, the parents;
d) The child's anticipated needs, or other matters.

7) If a participating agency other than Pima Partnership Schools fails to provide the transition services in an IEP, Pima Partnership Schools must reconvene the IEP team to identify alternative strategies to meet the child's transition outcomes.

§300.325 Private School Placements by Pima Partnership Schools

1) Before Pima Partnership Schools places a child with a disability in a private school or facility, the agency must initiate and conduct a meeting to develop an IEP for the child and ensure that a representative of the private school or facility attends the meeting in person or by conference call.
2) Subsequent IEP reviews may be initiated and conducted by the private school at the discretion of Pima Partnership Schools. However, Pima Partnership Schools must ensure that:
   a) The parents and Pima Partnership Schools representative are involved in any decisions about the child's IEP; and
   b) They agree to any proposed changes in the IEP before those changes are implemented.
3) Pima Partnership Schools remains responsible for ensuring FAPE to a child placed by Pima Partnership Schools in a private school or facility.

§300.327 Educational Placements

Pima Partnership Schools must ensure that the parents of a child with a disability are members of any group that makes decisions on the educational placement of their child.

AAC R7-2-401.G Individualized Education Program (IEP)

1) Pima Partnership Schools shall establish, implement, and make available to its school-based personnel and parents written procedures for the development, implementation, review, and revision of IEPs.
2) Procedures for IEPs shall meet the requirements of the IDEA and its regulations, the state statutes, and the State Board of Education rules.
3) Procedures shall include the incorporation of Arizona academic standards as adopted by the State Board of Education into the development of each IEP and address grade-level expectations and grade-level content instruction.
4) Each IEP of a student with a disability shall be developed in accordance with IDEA and its regulations, state statutes, and State Board of Education rules. If appropriate to meet the needs of a student and to ensure access to the general curriculum, an IEP team may include specially designed instruction in the IEP that may be delivered in a variety of educational settings by a general education teacher or other certificated personnel provided that certificated special education personnel are involved in the planning, progress monitoring, and when appropriate, the delivery of the specially designed instruction.
5) Each student with a disability who has an IEP shall participate in the state assessment system. Students with disabilities can test with or without accommodations or modifications as indicated in the student's IEP. Students who are determined to have a significant cognitive disability based on the established eligibility criteria will be assessed with the state's alternate assessments as determined by the IEP team.
6) A meeting of the IEP team shall be conducted to review and revise each student's IEP at least annually, or more frequently if the student's progress substantially deviates from what was anticipated. Pima Partnership Schools shall provide written notice of the meeting to the parents of the student to ensure that parents have the opportunity to participate in the meeting. After the annual review, Pima Partnership Schools and parent may agree not to convene an IEP team meeting for the purposes of making changes, and instead may develop a written document to amend or modify the student's current IEP.
7) A parent or Pima Partnership Schools may request in writing a review of the IEP, and shall identify the basis for requesting review. Such review shall take place within 45 school days of the receipt of the request at a mutually agreed upon date and time.

Procedural Safeguards

POLICY

Pima Partnership Schools will establish, maintain, and implement procedural safeguards that meet the requirements of §§300.500 through 300.536 of the IDEA regulations.

PROCEDURES

§300.501 Opportunity to Examine Records; Parent Participation in Meetings

1) Pima Partnership Schools will ensure that the parents of a child with a disability shall be given an opportunity to inspect and review all education records with respect to the identification, evaluation, educational placement, and the provision of FAPE to the child.
2) Pima Partnership Schools will ensure that the parents of a child with a disability shall:
   a) Be given an opportunity to participate in meetings with respect to the identification, evaluation, educational placement, and the provision of FAPE to the child.
   b) Be provided notice consistent with §300.322 to ensure they have the opportunity to participate in meetings.
   c) Be members of any group that makes decisions on the educational placement of their child.
3) If neither parent can participate in a meeting in which a decision is to be made relating to the educational placement of their child, Pima Partnership Schools must use other methods to ensure their participation, including individual or conference telephone calls, or video conferencing.
4) A placement decision may be made by a group without the involvement of the parent, if Pima Partnership Schools is unable to obtain the parent's participation and has maintained a record of its attempts to ensure their involvement.

§300.502 Independent Educational Evaluation

1) The parents of a child with a disability have the right to obtain an independent educational evaluation of their child. Pima Partnership Schools must provide to parents, upon request for an independent educational evaluation:
   a) Information about where an independent educational evaluation may be obtained; and
   b) The agency criteria applicable for independent educational evaluations. Agency criteria for the independent educational evaluation must be the same as the criteria the agency uses when it conducts an evaluation, to the extent consistent with the parent's right to an evaluation.
2) A parent has the right to an independent educational evaluation at public expense if the parent disagrees with an evaluation obtained by Pima Partnership Schools. If a parent requests an independent educational evaluation at public expense, Pima Partnership Schools must, without unnecessary delay, either:
   a) File for a due process hearing to show that its evaluation is appropriate; or
   b) Ensure that an independent educational evaluation is provided at public expense, unless the agency demonstrates in a hearing that the evaluation obtained by the parent did not meet agency criteria.
3) If a due process hearing decision is that the agency's evaluation is appropriate, the parent still has the right to an independent educational evaluation, but not at public expense.
4) If a parent requests an independent educational evaluation, Pima Partnership Schools may ask for the parent's reasons for the objections, but may not require the parent to provide an explanation and may not unreasonably delay either providing the independent educational evaluation at public expense or filing a request for due process to defend its evaluation.

5) A parent is entitled to only one independent educational evaluation at public expense each time Pima Partnership Schools conducts an evaluation with which the parent disagrees.
6) The results of any independent educational evaluation that is obtained by or provided to Pima Partnership Schools:
   a) Must be considered by Pima Partnership Schools if it meets agency criteria in any decision with respect to the provision of FAPE to the child; and
   b) May be presented by any party as evidence in a due process hearing.
7) If a hearing officer requests an independent educational evaluation as part of a due process hearing, the cost of the evaluation must be at public expense.

§300.503 Prior Notice by Pima Partnership Schools; Content of Notice

1) Written notice must be given to the parents of a child with a disability a reasonable time before Pima Partnership Schools:
   a) Proposes to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child; or
   b) Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child.
2) The notice must include:
   a) A description of the action proposed or refused by the agency;
   b) An explanation of why the agency proposes or refuses to take the action;
   c) A description of each evaluation procedure, assessment, record, or report the agency used as a basis for the proposed or refused action;
   d) A statement that the parents of a child with a disability have protection under the procedural safeguards of this part, and if this notice is not an initial referral for evaluation, how a copy of a description of the procedural safeguards can be obtained;
   e) Sources for parents to contact to obtain assistance in understanding the provisions of this part;
   f) A description of other options that the IEP team considered and the reasons why those options were rejected;
   g) A description of other factors that are relevant to the agency's proposal or refusal.
3) The notice must be written in language understandable to the general public and provided in the native language or other mode of communication used by the parent.
4) If the native language or other mode of communication used by the parent is not a written language, the agency must ensure:
   a) The notice is translated orally or by other means to the parent in his or her native language or other mode of communication;
   b) That the parent understands the content of the notice;
   c) That there is written evidence of these requirements.

§300.504 Procedural Safeguards Notice

1) A copy of the procedural safeguards available to the parent of a child with a disability must be given to the parents only one time a school year, except that a copy also must be given to the parents:
   a) Upon initial referral or parent request for evaluation;
   b) Upon receipt of a first complaint to the State or first request for a due process hearing in a school year;
   c) When a disciplinary change of placement/removal has been initiated; or
   d) Upon request by a parent.

2) The procedural safeguards notice must include a full explanation of all the procedural safeguards available under §300.148, §§300.151–300.153, §300.300, §§300.502–300.503, §§300.505–300.515, §300.520, §§300.530–300.536, and §§300.610–300.625 relating to:
   a) Independent educational evaluations;
   b) Prior written notice;
   c) Parental consent;
   d) Access to education records;
   e) Opportunity to present and resolve complaints through the due process hearing and State complaint procedures, including;
      i) The time period in which to file a complaint;
      ii) The opportunity for the agency to resolve the complaint;
      iii) The difference between due process hearing and State complaint procedures, jurisdictions, issues that may be raised, timelines, and relevant procedures.
   f) The availability of mediation;
   g) The child's placement during the due process hearing;
   h) Procedures for students subjected to placement in an interim alternative educational setting;
   i) Requirements for unilateral placements by parents of children in private schools at public expense;
   j) Due process hearings including requirements for disclosure of evaluation results and recommendations;
   k) Civil actions, including timelines; and
   l) Attorney fees.
3) This notice must meet the same requirements for understandable language as for the written prior notice described in §300.503.

§300.505 Electronic Mail

The parent of a child with a disability may elect to receive required notices by an electronic mail communication if Pima Partnership Schools makes that option available.

§300.506 Mediation

1) Pima Partnership Schools will establish procedures to allow parties to dispute (including those matters arising prior to a request for a due process hearing) to resolve disputes through mediation. Procedures will ensure that the mediation process:
   a) Is voluntary on the part of the parties;
   b) Is not used to deny or delay a parent's right to a due process hearing or any other right under the IDEA; and
   c) Is conducted by a qualified and impartial mediator who is trained in effective mediation techniques.
2) Pima Partnership Schools may establish procedures to offer parents and schools that choose not to use mediation an opportunity to meet at a time and location convenient to the parties with a disinterested party:
   a) Who is under contract with an appropriate alternative dispute resolution entity, a parent training and information center, or community parent resource center; and
   b) Who would explain the benefits of and encourage the mediation process to the parents.

§300.507 Filing a Due Process Complaint

1) A parent or Pima Partnership Schools may file a request for a due process hearing relating to the identification, evaluation, or educational placement of a child with a disability.

2) The request for a due process hearing must allege a violation that occurred not more than two years before the date the parent or Pima Partnership Schools knew or should have known about the alleged violation.
3) Pima Partnership Schools must inform the parent of any free or low cost legal and other relevant services available in the area upon parent request.

§300.508 Due Process Complaint (Hearing)

1) Pima Partnership Schools will have procedures that require either party, or the attorney representing a party, to provide to the other party a confidential due process complaint.
2) The party filing the notice for a hearing must forward a copy of the request to the State.
3) The due process hearing complaint must include the following in order for the complaint to be heard:
   a) The name of the child;
   b) The residential address of the child;
   c) The school of attendance;
   d) A description of the nature of the problem of the child relating to the proposed or refused initiation or change, including facts relating to the problem; and
   e) A proposed resolution of the problem to the extent known and available to the party at the time.
4) The due process complaint will be deemed sufficient unless the party receiving the complaint notifies the hearing officer and the other party in writing, within 15 days of receipt of the complaint, that it believes the complaint does not meet the content requirements.
5) Within five days of receipt of notice, the hearing officer must determine whether the complaint meets the requirements and notify the parties, in writing, of that determination.
6) A party may amend its due process complaint only if:
   a) The other party consents in writing and is given an opportunity to resolve the complaint through the resolution process; or
   b) The hearing officer grants permission, but in no case is it amended later than five days before the due process hearing begins.
7) If a party files an amended complaint, the relevant timelines begin again.
8) If Pima Partnership Schools has not sent a prior written notice to the parent regarding the subject matter contained in the due process complaint, it must do so within 10 days of receiving the complaint.
9) Within 10 days of receiving the complaint, the receiving party will send to the other party a response that specifically addresses the issues raised in the due process complaint.

§300.510 Resolution Process

1) Within 15 days of receiving the notice of the parent's due process complaint and prior to the initiation of a due process hearing, Pima Partnership Schools must convene a meeting with the parent and the relevant members of the IEP team who have specific knowledge of the facts identified in the complaint that:
   a) Includes a representative of Pima Partnership Schools who has agency decision-making authority;
   b) May not include an attorney of Pima Partnership Schools unless the parent is accompanied by an attorney.
2) The purpose of the meeting is for the parent of the child to discuss the due process complaint and the factual basis of the complaint so Pima Partnership Schools has the opportunity to resolve the dispute.
3) The resolution meeting need not be held if:
   a) The parent and Pima Partnership Schools agree in writing to waive the meeting; or
   b) The parent and Pima Partnership Schools agree to use the mediation process.

4) The parent and Pima Partnership Schools determine the relevant IEP team members to attend the meeting.
5) If Pima Partnership Schools has not resolved the complaint to the satisfaction of the parent within 30 days of the receipt of the complaint, the due process hearing may occur. The timeline for issuing a final decision begins at the end of this 30-day period.
6) The failure of the parent to participate in the resolution meeting that has not been mutually agreed to be waived will delay the timelines for the resolution process and due process hearing until the meeting is held.
7) If Pima Partnership Schools is unable to obtain the participation of the parent after reasonable efforts have been made and documented, the agency may, at the end of the 30-day period, request that the hearing officer dismiss the parent's due process complaint.
8) If Pima Partnership Schools fails to hold the resolution meeting within 15 days of receiving the complaint or fails to participate in the meeting, the parent may request that the hearing officer begin the hearing timeline.
9) The 45-day timeline for the due process hearing starts the day after:
    a) Both parties agree in writing to waive the resolution meeting; OR
    b) After either the mediation or resolution meeting starts but before the end of the 30-day resolution period, the parties agree in writing that no agreement is possible; OR
    c) If both parties agree in writing to continue the mediation at the end of the 30-day resolution period, but later, one party withdraws from the mediation process.
10) If a resolution is reached at the meeting, the parties must execute a legally binding agreement that is:
    a) Signed by both the parent and Pima Partnership Schools representative who has authority to legally bind the agency; and
    b) Enforceable in any state court of competent jurisdiction or in a district court of the United States.
11) Either party may void the agreement within 3 business days of the agreement's execution.

§300.518 Child's Status during Proceedings

1) The child involved in the due process hearing complaint must remain in his or her current educational placement:
    a) Unless a discipline appeal has been filed as provided in §300.533;
    b) During the pendency of any administrative or judicial proceeding regarding a due process complaint notice requesting a due process hearing under §300.507; or
    c) Unless Pima Partnership Schools and parents of the child agree otherwise.
2) If the complaint involves an application for initial admission to public school, the child, with the consent of the parents, must be placed in the public school until the completion of all the proceedings.
3) If the complaint involves an application for initial services for a child who has turned 3 and is transitioning from Part C to Part B, Pima Partnership Schools is not required to provide the Part C services the child had been receiving. If the child is found eligible for special education and related services under Part B and the parent consents to the initial provision of services under §300.300(b), then Pima Partnership Schools must provide those services that are not in dispute.
4) If the hearing officer agrees with the child's parents that a change of placement is appropriate, that placement must be treated as an agreement between the State and parent for the purposes of (1)(c) of this section.

§300.519 Surrogate Parents

1) Pima Partnership Schools will ensure that the rights of a child are protected by assigning an individual to act as a surrogate for the parents when:
   a) No parent can be identified;
   b) After reasonable efforts are made, no parent can be located;
   c) The child is a ward of the State (with no foster parent); or
   d) The child is an unaccompanied homeless youth as defined by the McKinney-Vento Homeless Assistance Act;
2) Pima Partnership Schools will have a method for determining when a surrogate parent is needed and for making surrogate parent assignments.
3) Pima Partnership Schools will ensure that a person selected as a surrogate parent:
   a) Is not an employee of the State, the agency, or any other agency that is involved in the education or care of the child;
   b) Has no personal or professional interest that conflicts with the interest of the child the surrogate parent represents; and
   c) Has knowledge and skills that ensure adequate representation of the child.
4) In the case of an unaccompanied homeless youth, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary surrogate parents until a surrogate parent can be appointed that meets all the requirements of this section.

§300.520 Transfer of Parental Rights at Age of Majority

1) When a child with a disability reaches age 18, unless that child has been determined to be incompetent:
   a) Pima Partnership Schools will provide any notice required by the IDEA regulations to both the child and the parents; and
   b) All rights accorded to parents under Part B of the Act transfer to the child.
2) When the rights are transferred, Pima Partnership Schools will provide notice to the child and parent of the transfer of rights.

AAC R7-2-401.I Procedural Safeguards

1) Pima Partnership Schools shall establish, implement, and make available to school-based personnel and parents of students with disabilities written procedures to ensure children with disabilities and their parents are afforded the procedural safeguards required by federal statute and regulation and state statute. These procedures shall include dissemination of information to parents about Pima Partnership Schools' and the state's dispute resolution options.
2) In accordance with the requirements of IDEA, prior written notice shall be provided to the parents of a child within a reasonable time after the PEA proposes to initiate or change, or refuses to initiate or change, the identification, evaluation, educational placement or the provision of FAPE to the child, but before the decision is implemented.

Discipline

POLICY

A child with a disability may be disciplined for a violation of the student code of conduct, including removal from his or her current placement to an appropriate interim alternative educational setting, another setting, suspension, or expulsion in accordance with IDEA Regulations §§300.530 through 300.536.

PROCEDURES

§300.530 Authority of School Personnel

1) On a case-by-case basis and in consideration of any unique circumstances, school personnel may remove a child with a disability who violates a student code of conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 consecutive school days (to the extent those alternatives are applied to children without disabilities), and for additional removals of not more than 10 consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement under §300.536.
2) After a child with a disability has been removed from his or her current placement for 10 school days in the same school year, during any subsequent days of removal, Pima Partnership Schools must provide services to the extent required to:
   a) Enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting his/her IEP goals; and
   b) Receive, as appropriate, a functional behavioral assessment, behavioral intervention services, and modifications that are designed to address the behavior violation so that it does not recur.
3) Pima Partnership Schools is only required to provide services during periods of removal to a child with a disability who has been removed from his or her current placement for 10 days or less in that school year, if it provides services to nondisabled children similarly removed.
4) After a child with a disability has been removed from his or her current placement for 10 school days and the current removal is for not more than 10 consecutive school days and not a change of placement, school personnel, in consultation with at least one of the child's teachers, determine the extent to which services are needed, so as to enable the child to continue to participate in the general education curriculum and to progress toward meeting the IEP goals.
5) If the removal is a change in placement, the child's IEP team determines the appropriate services.
6) Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, Pima Partnership Schools, parent, and relevant members of the IEP team must review all relevant information in the student's file, the IEP, teacher observations, and any relevant information to determine:
   a) If the conduct was caused by, or had a direct and substantial relationship to, the child's disability; or
   b) If the conduct in question was the direct result of Pima Partnership Schools' failure to implement the IEP.
7) The conduct must be determined to be a manifestation of the disability if either (6)(a) or (b) occurred, and if the IEP was not implemented, Pima Partnership Schools must take immediate steps to remedy that deficiency.
8) If Pima Partnership Schools, parent, and relevant members of the IEP team determine that the conduct was a manifestation of the child's disability, the child must be returned to the placement from which the

child was removed, unless the parent and Pima Partnership Schools agree to a change of placement. The IEP team must either:

a) Conduct a functional behavioral assessment, unless one has already been done, and implement a behavioral intervention plan; or
b) If a behavioral intervention plan has already been developed, review the plan and modify it, as necessary, to address the behavior.

9) School personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to manifestation of disability if the child:
   a) Carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of a state or Pima Partnership Schools;
   b) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of a state or Pima Partnership Schools; or
   c) Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of a state or Pima Partnership Schools.
10) Pima Partnership Schools will notify parents and provide notice of procedural safeguards on the day the PEA determines the student has violated the code of conduct and the violation constitutes a change of placement (i.e., interim alternative education setting).

AAC R7-2-401.P Suspension and Expulsion

1) Pima Partnership Schools shall establish, implement, and make available to personnel and parents written procedures for the suspension and expulsion of students with disabilities.
2) Pima Partnership Schools shall require all school-based staff involved in the disciplinary process to review the policies and procedures related to suspension and expulsion on an annual basis. Pima Partnership Schools shall maintain documentation of staff review.
3) Procedures for such suspensions and expulsions shall meet the requirements of the IDEA and its regulations, and state statutes.

§300.531 Determination of Setting

The child's IEP team determines the interim alternative educational setting for services.

Confidentiality

POLICY

Pima Partnership Schools will ensure that protection of the confidentiality of any personally identifiable data, information, and records collected or maintained by the agency will be in accordance with 34 CFR §§300.611–300.627.

PROCEDURES

§300.613 Access Rights

1) Pima Partnership Schools must permit parents to inspect and review any education records relating to their children that are collected, maintained, or used by the agency under IDEA. The agency must comply with a request without unnecessary delay and in no case more than 45 days after the request has been made and before:
   a) Any IEP meeting;
   b) Any hearing involving a due process complaint or disciplinary hearing; or
   c) Any resolution session.
2) The right to inspect and review education records includes:
   a) The right to a response from the agency to reasonable requests for explanations and interpretations of the records;
   b) The right to request that the agency provide copies of the records if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and
   c) The right to have a representative of the parent inspect and review the records.
3) Pima Partnership Schools may presume that the parent has authority to inspect and review records relating to his or her child unless the agency has been advised to the contrary by legal proceeding involving guardianship, separation, and divorce.

§300.614 Record of Access

Pima Partnership Schools will keep a record of parties obtaining access to education records collected, maintained, or used under IDEA (except access by parents and authorized employees of the agency), including:

a) The name of the party;
b) The date access was given; and
c) The purpose for which the party is authorized to use the records.

§300.615 Records on More Than One Child

If any education record includes information on more than one child, the parents of those children have the right to inspect and review only the information relating to their child.

§300.616 Lists of Types and Locations of Information

Pima Partnership Schools must provide parents on request a list of the types and locations of education records collected, maintained, or used by the agency.

§300.617 Fees

1) Pima Partnership Schools may charge a fee for copies of records that are made for parents if the fee does not effectively prevent the parents from exercising their right to inspect and review records.

2) Pima Partnership Schools may not charge a fee to search for or to retrieve information.

§300.618 Amendment of Records at Parent's Request

1) A parent who believes that information in the education records collected, maintained, or used by the agency is inaccurate or misleading or violates the privacy or other rights of the child may request the agency to amend the information.
2) Pima Partnership Schools must decide whether to amend the information in accordance with the request within a reasonable period of time of receipt of the request.
3) If the agency refuses to amend the information in accordance with the request, it must inform the parent of the refusal and advise the parent of the right to a hearing under §300.619.

§300.619 Opportunity for a Hearing

Pima Partnership Schools must, on request, provide an opportunity for a hearing to challenge information in education records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child.

§300.620 Result of Hearing

1) If, as a result of a hearing, the agency decides to amend information determined inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it must do so accordingly and so inform the parent in writing.
2) If, as a result of a hearing, the agency decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it must inform the parent of the parent's right to place in the maintained records a statement commenting on the information or setting forth any reasons for disagreeing with the agency's decision.

§300.622 Consent

1) Parental consent must be obtained before personally identifiable information is disclosed to parties other than participating agencies, unless the information is contained in education records and the disclosure is authorized without parent consent under FERPA.
2) Parental consent must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services in accordance with §300.321.
3) If a child is enrolled, or is going to enroll, in a private school that is not located in the boundaries of the district of the parent's residence, parental consent must be obtained before any personally identifiable information about the child is released between officials in the district where the private school is located and officials in the district of the parent's residence.

AAC R7-2-401.J(4) Confidentiality

Upon receiving a written request, Pima Partnership Schools shall forward special education records to any other Pima Partnership Schools in which a student has enrolled or is seeking to enroll. Records shall be forwarded within the time-frame specified in A.R.S. § 15-828(F). Pima Partnership Schools shall also forward records to any other person or agency for which the parents have given signed consent.

§300.623 Safeguards

1) Pima Partnership Schools must protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.
2) One official at Pima Partnership Schools must assume responsibility for ensuring the confidentiality of any personally identifiable information.

3) All persons collecting or using personally identifiable information must receive training or instruction regarding the State's policies and procedures under 300.123 and FERPA (34 CFR part 99).
4) Pima Partnership Schools must maintain, for public inspection, a current listing of the names and positions of its employees who may have access to personally identifiable information.

AAC R7-2-401.J(1) Confidentiality

Pima Partnership Schools shall establish, implement, and make available to its personnel and parents written policies and procedures to ensure the confidentiality of records and information in accordance with the IDEA and its regulations, the Family Educational Rights and Privacy Act (FERPA) and its regulations, and state statutes.

§300.624 Destruction of Information

1) Pima Partnership Schools must inform parents when personally identifiable information collected, maintained, or used for IDEA purposes is no longer needed to provide educational services to the child.
2) The information must be destroyed at the request of the parents. However, a permanent record of a student's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

AAC R7-2-401.J(2) Confidentiality

Parents shall be fully informed about the requirements of the IDEA and regulations, including an annual notice of the policies and procedures that the PEA shall follow regarding storage, disclosure to a third party, retention, and destruction of personally identifiable information.

§300.625 Children's Rights

1) The rights of the parents regarding educational records are transferred to the student at age 18 under FERPA.
2) If the rights of the parents regarding educational records are transferred to the student at age 18 under the IDEA, Pima Partnership Schools must provide any notice required under the procedural safeguards provisions.

AAC R7-2-401.J(3) Confidentiality

The rights of parents regarding education records are transferred to the student at age 18, unless the student has been adjudicated incapacitated, or the student has executed a delegation of rights to make educational decisions pursuant to A.R.S. §15-773.

§300.532 Appeal

1) The parent of a child with a disability who disagrees with any decision regarding placement under §§300.530 and 300.531 or the manifestation determination may appeal the decision by requesting an expedited due process hearing in conformance with §§300.310 through 300.314 and AAC R7-2-405.I.
2) Should Pima Partnership Schools believe that maintaining the current placement of the child is substantially likely to cause injury to the child or others may appeal the decision by requesting an expedited due process hearing in conformance with §§300.310 through 300.314 and AAC R7-2-405.I.

§300.533 Placement during Appeals

The student must remain in the interim alternative educational setting pending the decision of the hearing officer or expiration of the interim setting, whichever comes first, unless the parent and Pima Partnership Schools agree otherwise.

§300.534 Protections for Children Not Determined Eligible for Special Education and Related Services

1) A student who has not been determined eligible and who engaged in a behavior that violated a code of student conduct may assert protections if Pima Partnership Schools had knowledge that the child was a child with a disability before the behavior that precipitated the disciplinary action occurred. Pima Partnership Schools must be deemed to have such knowledge if:
   a) The parent of the child expressed concern in writing to supervisory or administrative personnel of the appropriate educational agency, or a teacher of the child, that the child is in need of special education and related services;
   b) The parent of the child requested an evaluation of the child pursuant to §§300.300 through 300.311; or
   c) The teacher of the child, or other personnel of Pima Partnership Schools, expressed specific concerns about a pattern of behavior demonstrated by the child directly to the director of special education or to other supervisory personnel of the agency.
2) Pima Partnership Schools would not be deemed to have knowledge if the parent of the child:
   a) Has not allowed an IDEA evaluation of the child;
   b) Has refused special education services for the child; or
   c) The child has been evaluated and determined to not be a child with a disability under IDEA.
3) If Pima Partnership Schools does not have knowledge that a child is a child with a disability prior to taking disciplinary measures against the child, the child may be disciplined as other children without disabilities who engage in comparable behaviors.
4) If an evaluation is requested during the time in which a child is subjected to disciplinary measures, the evaluation must be conducted in an expedited manner.
   a) Until the evaluation is completed, the child remains in the educational placement determined by Pima Partnership Schools, which can include suspension or expulsion without educational services.
   b) If the child is determined to be a child with a disability, the agency must provide special education and related services in accordance with this part, including the requirements of §§300.530 through 300.536.

§300.535 Referral to and Action by Law Enforcement and Judicial Authorities

1) Pima Partnership Schools may report a crime committed by a child with a disability to appropriate authorities to enable the agency to exercise its responsibilities.
2) An agency reporting a crime committed by a child with a disability will ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to whom the agency reports the crime, but only to the extent permitted by FERPA.

§300.536 Change of Placement Because of Disciplinary Removals

1) A change of placement occurs if:
   a) The removal is for more than 10 consecutive school days; or
   b) The child has been subjected to a series of removals that constitute a pattern:
      i) because the series of removals total more than 10 school days in a school year;
      ii) because the child's behavior is substantially similar to the behavior in previous incidents that resulted in a series of removals; and
      iii) because of such additional factors as the length of each removal, the total amount of time the child has been removed, and the proximity of the removals to one another.

2) Pima Partnership Schools will determine on a case-by-case basis whether a pattern of removals constitutes a change of placement, and such determinations are subject to review through due process and judicial proceedings.

Graduation

POLICY

Pima Partnership Schools shall provide a FAPE to all eligible students until termination of eligibility due to graduation from secondary school with a regular diploma or due to exceeding 21 years of age, in accordance with §300.305 and ARS 15-701.01(A)(3) and (B).

PROCEDURES

ARS 15-701.01(B) and AAC R7-2-301(D)(1)

1) Pima Partnership Schools ensures that the governing board shall prescribe graduation criteria for students with disabilities from its high schools, which shall include accomplishment of the academic standards in at least reading, writing, mathematics, science, and social studies, as determined by district assessment.
2) Pima Partnership Schools ensures that the governing board shall develop a course of study and graduation and promotion requirements for all students placed in special education programs in accordance with R7-2-401 et seq.

§300.102 Limitation—Exception to FAPE for Certain Ages

1) Pima Partnership Schools will not be obligated to provide FAPE to students with disabilities who have graduated from high school with a regular high school diploma.
2) The exception does not apply to children who have graduated from high school but have not been awarded a regular high school diploma.
3) Graduation from high school with a regular high school diploma constitutes a change of placement requiring prior written notice in accordance with §300.503.

§300.305 Additional Requirements for Evaluations and Reevaluations

1) An evaluation is not required before the termination of a child's eligibility due to graduation from secondary school with a regular diploma or due to the child's exceeding 21 years of age.
2) For a child no longer eligible due to graduation or exceeding the age of eligibility, a public agency must provide the child with a summary of the child's academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child's postsecondary goals.

ARS 15-701.01(3) High School Graduation Requirements

Pupils with disabilities as defined in ARS 15-761 or children who receive special education as defined in 15-763 shall not be required to achieve passing scores on competency tests (AIMS) in order to graduate from high school unless the pupil is learning at a level appropriate for the pupil's grade level in a specific academic area and unless a passing score on a competency test is specifically required in a specific academic area by the pupil's IEP as mutually agreed on by the pupil's parents (or 18-year-old student) and the IEP Team.