



# PROCEDURAL HANDBOOK

## **SELPAs I, II, III, IV, VII**

*North West SELPA School Districts are: Cambrian, Campbell, Campbell High, Cupertino, Fremont Union, Lakeside, Loma Prieta, Los Altos, Los Gatos, Los Gatos-Saratoga, Luther Burbank, Moreland, Mountain View Whisman, Mountain View-Los Altos, Palo Alto, San Jose Unified, Santa Clara Unified, Saratoga, SCCOE, Sunnyvale, Union*

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# **CHAPTER 1**

## **IDENTIFICATION, REFERRAL AND ASSESSMENT**

## IDENTIFICATION, REFERRAL, AND ASSESSMENT

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# IDENTIFICATION, REFERRAL AND ASSESSMENT

## 1.1 PURPOSE AND SCOPE

All individuals with suspected disabilities from birth through age 21 will be identified and referred to the appropriate agency to be assessed. Each individual will receive a full and individual evaluation to identify the disability, determine eligibility and identify educational needs.

The assessment information will provide the basis for an Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) to ensure the individual receives a Free Appropriate Public Education (FAPE).

## 1.2 IDENTIFICATION

### 1.2.A Child Find

The Special Education Local Planning Area (SELPA) and individual districts will actively and systematically seek out all individuals with disabilities including children with disabilities who are homeless, children who are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities and who are in need of special education and related services, are identified, located, and evaluated.

Child Find activities may include but not be limited to:

1. A comprehensive screening program, including health, vision, hearing, speech and language;
2. Distribution of written information, including brochures and pamphlets describing the referral procedure;
3. Public awareness campaign, including public service announcements;
4. Annual notices to local newspapers;
5. Consultation with representatives of private schools, including religious schools on how to carry out activities to identify children with suspected disabilities;
6. Coordination with preschools, Head Start and other childcare facilities;
7. Communication with hospitals, pediatricians, obstetricians and other health professionals;
8. Coordination with parent resource centers and support groups;
9. Presentations to local professional groups and organizations established to inform and/or to serve culturally diverse populations;
10. Coordination with activities of the SELPA Community Advisory Committee (CAC); and,
11. Coordination with school site procedures, including referrals from the school site student intervention teams (e.g. Student Study Teams, etc.). (EC 56300, 56301, 52040; CFR 300.451)

### **1.2.B Student Study Team (SST)**

The Student Study Team (SST) is a regular education function. It is a process of reviewing individual student concerns and planning alternative instructional strategies to be implemented in the regular classroom.

Although specialists, such as school psychologists, speech/language specialists, and resource specialists may be involved, the SST is not a special education function and as such is not subject to the associated restrictions and timelines.

A special education referral may be appropriate after research based intervention strategies have been implemented over time. As a regular education function, the team also helps with mainstreaming strategies for those students who are already in special education.

A student suspected of having a disability under the provisions of Section 504 of the Rehabilitation Act of 1973, will be assessed by a process defined through local board policies and procedures.

### **1.3 REFERRAL PROCESS**

#### **1.3.A Source of Referrals**

Referrals for assessment to determine eligibility for special education and related services may come from teachers, parents, agencies, appropriate professional persons, and from other members of the public.

The referrals will be coordinated with school site procedures for referral of pupils with needs that cannot be met with modifications of the regular instructional program, including referrals from student intervention teams, such as the Student Study Team.

A child shall be referred for special education and services only after the resources of the regular education program have been considered and, where appropriate, utilized.

#### **1.3.B Referral Procedure**

1. Referrals for assessments to determine eligibility for special education and related services will be made to the school site principal or designee at the child's school of residence.
2. Referrals may be processed through the school site Student Study Team or other student intervention team to review the referral and document interventions tried prior to referral.
3. All requests for assessments will be submitted in writing. If a parent makes the request verbally the principal or designee will assist the individual in making the request in writing.



4. The school site administrator or designee will review the referral. If the information is incomplete the referral source will be contacted to request additional information.
5. If the information is complete, the school site administrator or designee will initiate the assessment process, including notification of parent. An assessment plan may be developed or a Prior Written Notice letter will be prepared listing reasons that the district will not assess.
6. No assessment will be conducted without written parent consent.
7. The district office special education administrator will assist, whenever necessary to process referrals.

*(EC 56302-56303; 5 CCR 3021, 5 CCR 3029; CFR 300.530)*

### **1.3.C Inappropriate Referrals**

If, after reviewing all relevant information, the administrator and assessment planning team, consider the referral inappropriate, the parents must receive a Prior Written Notice.

The Prior Written Notice must include the following:

1. Propose to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child; or
2. Refuse to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child.

The content of the Prior Written Notice must include:

1. A description of the action proposed or refused by the agency;
2. An explanation of why the agency proposes or refuses to take the action;
3. A description of each evaluation procedure, assessment, record, or report the agency used as a basis for the proposed or refused action;
4. 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, the means by which a copy of a description of the procedural safeguards can be obtained;
5. Sources for parents to contact to obtain assistance in understanding the provisions of this part;
6. A description of other options that the IEP Team considered and the reasons why those options were rejected; and

7. A description of other factors that is relevant to the agency's proposal or refusal.

*(CFR 300.503)*

## **1.4 PARENTAL CONSENT**

The LEA shall conduct a full and individual initial evaluation before the initial provision of special education and related services to a child with a disability.

### **1.4.A Request for Initial Evaluation**

Either a parent of a child or LEA may initiate a request for an initial evaluation to determine if the child is a child with a disability.

- (1) Such initial evaluation shall consist of procedures to determine whether a child is a child with a disability within 60 days of receiving parental consent for the evaluation and to determine the educational needs of the child.
- (2) Exception- The relevant timeframe shall not apply to a LEA if:
  - (a) a child enrolls in a school served by the LEA after the relevant timeframe has begun and prior to a determination by the child's previous LEA as to whether the child is a child with a disability but only if the subsequent LEA is making sufficient progress to ensure prompt completion of the evaluation, and the parent and the subsequent LEA agree to a specific time when the evaluation will be completed; or
  - (b) the parent of a child repeatedly fails or refuses to produce the child for the evaluation.

### **1.4.B Parental Consent for Initial Evaluation**

- (1) The LEA proposing to conduct an initial evaluation to determine if the child qualifies as a child with a disability shall obtain informed consent from the parent of a child before conducting the evaluation. Parental consent for evaluation shall not be construed as consent for placement for receipt of special education and related services.
- (2) Consent for Services – The LEA is responsible for making a free appropriate public education available to a child with a disability and shall seek to obtain informed consent from the parent of a

child before providing special education and related services to the child.

- (3) Absence of Consent for Initial Evaluation- If the parent of a child does not provide consent for an initial evaluation or the parent fails to respond to a request to provide the consent; the LEA may pursue the initial evaluation through due process.
- (4) Absence of Consent for Initial Services – If the parent of a child does not provide consent to the initial provision of services, the LEA shall **not** provide special education and related services to the child by using due process.
- (5) Effect on LEA Obligation- If the parent of a child refuses to consent to the receipt of special education and related services, or the parent fails to respond to a request to provide such consent:
  - (a) the LEA shall not be considered to be in violation of the requirement to make a free appropriate public education to the child for the failure to provide such child with the special education and related services for which the LEA requests such consent; and
  - (b) the LEA shall not be required to develop an IEP for the special education and related services for which the LEA requests such consent.
  - (c) If the child is a ward of the State and not residing with the child’s parent, the LEA shall make reasonable efforts to obtain such consent from the parent of the child for the initial evaluation to determine whether the child is a child with a disability.

## 1.5 ASSESSMENT PROCESS

### 1.5.A Initial Assessments

A full and individual assessment shall be conducted for each child being considered for special education and related services to determine if the child meets eligibility criteria as a child with a disability and to determine the educational needs of the child.

Once a student has been referred for initial assessment to determine whether the child is an individual with exceptional needs to determine the educational needs of the child, these determinations shall be made, and an individualized education program meeting shall occur, within *60 days* of receiving parental consent for the assessment, not counting days between the pupil’s regular school sessions, terms or days of school vacation in excess of five school days.

However, an individualized education program required as a result of an assessment of a pupil shall be developed within 30 days after the commencement of the subsequent regular school year as determined by each local educational agency's school calendar for each pupil for whom a referral has been made 30 days or less prior to the end of the regular school year. In the case of pupil school vacations, the 60-day time shall recommence on the date that pupil schooldays reconvene. A meeting to develop an initial individualized education program for the pupil shall be conducted within **30 days** of a determination that the pupil needs special education and related services pursuant to *Section 300.323(c)(1) of Title 34 of the Code of Federal Regulations*.

The *60 day time period* does not apply if either of the following occurs:

- (1) The child enrolls in a school served by the LEA after the relevant time period has commenced but prior to determination by his or her previous LEA of whether the child is an individual with exceptional needs. This exemption applies only if the subsequent LEA is making sufficient progress to ensure a prompt completion of the assessment, and the parent and subsequent LEA agree to a specific date by which the assessment shall be completed.
- (2) The parent of a child repeatedly fails or refuses to produce the child for assessment.

The results of the assessment will be used by the child's IEP team to develop an appropriate Individualized Education Program (IEP).

### **1.5.B Assessment Plan**

After a review of the referral, pupil records and/or other immediately available material, the assessment team will meet to develop a proposed assessment plan.

A *proposed assessment plan* shall be developed within 15 calendar days of referral for assessment, not counting calendar days between the pupil's regular school sessions or terms or calendar days of school vacation in excess of five school days from the receipt of the referral, unless the parent or guardian agrees, in writing, to an extension.

In any event, the assessment plan shall be developed within 10 days after the commencement of the subsequent regular school year when the referral has been made 20 days or less prior to the end of the regular school year. In the case of pupil's school vacations, the 15 day time shall recommence on the date that the pupil's regular school days reconvene.

The *proposed assessment plan* given to the parents or guardians shall meet all the following requirements:

- (1) Be in language easily understood by the general public
- (2) Be provided in the native language of the parent or guardian or other mode of communication used by the parent or guardian, unless to do so is not clearly feasible.
- (3) Explain the types of assessments to be conducted.
- (4) State that no individualized education program will result from the assessment without the consent of the parent.

The LEA proposing to conduct an initial assessment to determine if the child qualifies as an individual with exceptional needs shall obtain informed consent from the parent of the child before conducting the assessment. If the parent of the child does not provide consent for an initial assessment, or the parent fails to respond to a request to provide consent, the LEA may pursue the initial assessment through due process.

The LEA shall not be required to obtain informed consent from the parent of a child for an initial assessment to determine whether the child is an individual with exceptional needs under any of the following circumstances:

- (1) Despite reasonable efforts to do so, the LEA cannot discover the whereabouts of the parent of the child.
- (2) The rights of the parent have been terminated in accordance with state law.
- (3) The rights of the parent to make educational decisions have been subrogated by a judge in accordance with state law and consent for initial assessment has been given by an individual appointed by the judge to represent the child.

Parental consent is not required before *reviewing existing data* as part of an assessment or reassessment, or before administering a test or other assessment that is administered to all children unless before administration or reassessment, or before administration of that test or assessment, consent is required of the parents of all children.

The *screening* of a pupil by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an assessment for eligibility for special education and related services.

As part of the assessment plan the parents will be provided with a written notice that upon completion of the administration of tests and other assessment

material, an Individualized Education Program (IEP) team meeting, including the parent and his or her representatives, will be scheduled. The IEP Team will discuss the assessment, review any additional information, discuss the educational recommendations, and the reasons for these recommendations. Parents will receive a copy of the assessment report and the documentation of determination of eligibility.

Included with the assessment plan will be a copy of Parents' Rights and Procedural Safeguards. The parents will be informed that they have a right to obtain, at public expense, an independent educational assessment of the pupil from qualified specialists, if the parent disagrees with an assessment obtained by the district.

No assessment will be conducted unless the written consent of the parent is obtained prior to the assessment. The parent shall have at least 15 days from the receipt of the proposed assessment plan to arrive at a decision. Assessment may begin immediately upon receipt of the consent. The assessments will be completed and an IEP meeting scheduled within 60 calendar days from the date of the receipt of the parent's consent for assessment.

Parent consent for assessment shall not be construed as consent for placement or for receipt of special education and related services.

Personal contact with the parents to explain the process and forms is strongly recommended.

If a parent refuses to sign permission for an assessment, the school district may file for mediation/due process hearing. If the district prevails in a due process hearing, the assessment can be conducted without parent consent.

*(EC 56321, 5 CCR 3022)*

### **1.5.C Assessment Requirements**

Tests and other assessment materials must meet all of the following requirements:

- (1) Are provided and administered in the language and form most likely to yield accurate information on what the pupil knows and can do academically, developmentally, and functionally, unless is not feasible to provide or administer.
- (2) Are used for purposes for which the assessments or measures are valid and reliable.

- (3) Are administered by trained and knowledgeable personnel and are administered in accordance with any instructions provided by the producer of the assessments, except that individually administered tests of intellectual or emotional functioning shall be administered by a credentialed school psychologist.
- (4) Tests and other assessment materials include those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient.
- (5) Tests are selected and administered to best ensure that when a test is administered to a pupil with impaired sensory, manual, or speaking skills produces test results that accurately reflect the pupil's aptitude, achievement level, or any other factors the test purports to measure and not the pupil's impaired sensory, manual or speaking skills unless those skills are the factors that the test purports to measure.
- (6) No single measure or assessment is used as a sole criterion for determining whether a pupil is an individual with exceptional needs or determining an appropriate educational program for the pupil.
- (7) The pupil is assessed in all areas of the suspected disability including, if appropriate, health and development, vision, including low vision, hear, motor abilities, language function, general intelligence, academic performance, communicative status, self-help, orientation and mobility skills, career and vocational abilities and interests, social and emotional status. A developmental history shall be obtained when appropriate. For pupils with residual vision, a low vision assessment shall be provided.
- (8) The assessment of a pupil, including the assessment of a pupil with a suspected low incidence disability, shall be conducted by persons knowledgeable of that disability. Special attention shall be given to the unique educational needs, including, but not limited to, skills and the need for specialized services, materials, and equipment.

As part of an initial evaluation the IEP team will review existing evaluation data on the child, including evaluations and information provided by the parents of the child, current classroom-based assessments and observations, and observations by teachers and related services providers.

*(EC 56320, 56324)*

#### **1.5.D Assessment of African American Children under Larry P Decision**

The Larry P v. Riles (1979) court case is the basis for law that disallows the administration of standardized intelligence quotient (IQ) tests to African American students. To ensure compliance with the Larry P, mandate, the CDE has established compliance review procedures to evaluate how well school districts are meeting this mandate with their African American students. The following areas are monitored to ensure compliance with this mandate:

- (1) Does the plan include a description of alternative means that will be used to assess language impairment or specific learning disabilities when standard tests are considered invalid?
- (2) Is there evidence that the assessment will be comprehensive? Do tests and other assessment materials meet the following requirements:
  - a. Are materials selected and administered that are not racially or culturally discriminatory?
  - b. Do assessment procedures ensure that IQ tests are not administered to African American students?
  - c. Do assessments result in a written report which includes the findings of each assessment and contain required information?
- (3) To what extent is the assessment varied from standard conditions?
- (4) What effects do environmental, cultural, or economic conditions have on the child's performance?

### **1.5.E Assessment Report**

The personnel who assess the pupil shall prepare a written report, or reports, as appropriate, of the results of each assessment. The report shall include, but not be limited to, all the following:

- (a) Whether the child may need special education and related services.
- (b) The basis for making the determination.
- (c) The relevant behavior noted during the observation of the child in an appropriate setting.
- (d) The relationship of that behavior to the child's academic and social functioning.
- (e) The educationally relevant health and development, and medical findings, if any.
- (f) A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate.
- (g) The need for specialized services, materials, and equipment for pupils with low incidence disabilities.

If an assessment is not conducted under standard conditions, a description of the extent to which it varied from standard conditions must be included in the assessment report.

(EC 56327)



## 1.6 ELIGIBILITY CRITERIA

Upon completion of the administration of tests and other evaluation materials, the determination of whether the student is an individual with a disability shall be made by the IEP Team, including the parents of the child and assessment personnel. The IEP Team will take into account all the relevant material, which is available on the pupil. No single score or product of scores shall be used as sole criterion for the decision.

Three primary factors must be considered in making this determination:

1. Does the pupil meet the eligibility criteria as an individual with a disability?
2. Does the severity of the disability have an adverse effect on the pupil's educational performance?
3. Does the child require special education and services to achieve a free appropriate public education?

### 1.6.A Federal Categories of Disabilities

1. Autism
2. Deaf-Blindness
3. Deafness
4. Emotional Disturbance
5. Hearing Impairment
6. Intellectual Disability
7. Multiple disabilities
8. Orthopedic Impairment
9. Other Health Impaired
10. Specific Learning disability
11. Speech and Language
12. Traumatic Brain Injury
13. Visual Impairment
14. Established Medical Disability

Although “Developmental Delay” is not recognized by the State of California as a category of disability for individuals age 3 through 21, the term is sometimes used to describe a disability in infants, toddlers or preschool children

Students who have been diagnosed with Dyslexia or Attention Deficit Disorder (ADD) or Attention Deficit/Hyperactivity Disorder (AD/HD) may qualify for special education services if they also meet eligibility under one of the above thirteen categories, such as Specific Learning Disability, Other Health Impaired or Emotional Disturbance.

Refer to Chapter 4 in the Special Education Procedural Supplements for specific eligibility criteria and IEP implementation guidelines.

### **1.6.B Special Rule for Eligibility Determination**

In making a determination of eligibility, a child shall not be determined to be a child with a disability if the determinant factor for such determination is:

- (A) lack of appropriate instruction in reading, including the essential components of reading instruction.
- (B) lack of instruction in math; or
- (C) limited English proficiency

*(EC 56333-56339; 5 CCR 3030; CFR 300.7, 300.534)*

### **1.6.C Evaluations before Change in Eligibility**

1. A LEA shall evaluate a child with a disability before determining that the child is no longer a child with a disability.

2. Exception

- A. The evaluation shall not be required before the termination of a child’s eligibility due to graduation from secondary school with a regular diploma, or due to exceeding the age eligibility for a free appropriate public education.

3. Summary of Performance

For a child whose eligibility terminates due to graduation from secondary school with a regular diploma, or due to exceeding the age eligibility for a free appropriate public education the LEA shall 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.

#### 1.6.D Section 504 Guidance

1. Section 504 of the Rehabilitation Act of 1973 ("Section 504") is Congress' directive to schools receiving any federal funding to eliminate discrimination based on disability from all aspects of school operation. It states, *"No otherwise qualified individual with a disability ..., shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...."* However, as Section 504 eligibility, requirements and services often overlap with those in the IDEA, the SELPA is frequently called upon to provide information and clarification about Section 504. Some students may be eligible for protections and services under IDEA and Section 504; others are eligible under Section 504 only.
2. Because the school districts in the Santa Clara County SELPA are recipients of federal funding, they are required to provide eligible students with disabilities with equal access (both physical and academic) to services, programs, and activities offered by its schools. Accommodations, supports and interventions for students eligible solely under s Section 504 of the Rehabilitation Act and Americans with Disabilities Act **do not** fall under the jurisdiction of the Santa Clara County SELPA or district special education. The SELPA is mandated to coordinate and facilitate services to students under the Individuals with Disabilities Education Act (IDEA) only.
3. There are two original main purposes to Section 504. The first purpose of Section 504 is to protect students from discrimination under federal law. The ADA provides the same protections. The laws assure access to educational services and the learning process that is equal to that given to students who do not have disabilities. All students who have a physical or intellectual impairment, which substantially limits one or more major life activities, have a record of such an impairment, or are regarded as having such an impairment, are protected from discrimination under Section 504 and ADA. Section 504 also requires districts to provide a free appropriate public education ("FAPE") to those students who actually have a physical or intellectual impairment that substantially

limits one or more major life activities. The provision of FAPE is accomplished through the creation and implementation of a Section 504 Plan. Only those students who satisfy all of the criteria are eligible for, and are provided, regular or special education and related aids and services under Section 504. The ADA does not require provision of FAPE through a plan.

## 1.7 REASSESSMENTS

A reassessment of a pupil shall occur not more frequently than once a year, unless the parent and the LEA agree otherwise in writing, and shall occur at least once every three years, unless the parent and the LEA agree in writing, that a reassessment is unnecessary.

Reassessment may also be conducted whenever conditions warrant a reassessment including the following:

1. If a parent or teacher requests a reevaluation;
2. When a preschool child with a disability transitions to Kindergarten or first grade; or
3. Before determining a child is no longer eligible for special education.

### 1.7.A Three Year Reassessments

The three-year reassessments will consider the following in determining the need for additional information:

1. A review of existing data including evaluations and information approved by the parents of the pupil.
2. Current classroom-based assessments and observations by teachers and related services providers.
3. Observations by teachers and related service providers.

On the basis of that review, and input from the pupil's parents, the team will identify what additional data, if any, are needed to determine, including

1. Whether the pupil continues to have a disability;
2. The present levels of performance and educational needs of the pupil;

3. Whether the pupil continues to need special education and related services; and,
4. Whether any additions or modifications to the special education and related services are needed to enable the pupil to meet the measurable annual goals set out in the IEP of the child and to participate as appropriate in the general curriculum.

If the team determines that additional tests or other evaluation material is needed to provide the necessary data identified above, the district will administer tests and other assessment materials as may be needed.

If the team determines no additional data is needed, the district will notify the parents of that determination and the reason for it and the right of the parents to request an assessment.

The district is not required to conduct the assessment unless requested to do so by the pupil's parents.

*(EC 56380, 56381; CFR 300.533, 300.536)*

### **1.7.B State and Federally Mandated Behavioral Assessments**

Following is a description of the behavioral assessment that is required for specific students under State and/or Federal regulations. A functional behavioral assessment (FBA) is required by Federal and California law and is part of the disciplinary process.

#### **Functional Behavioral Assessment (FBA)**

A functional behavioral assessment may utilize review of records, interviews, behavior assessment scales, and may include observation of pupil behavior and/or environmental conditions. A functional behavioral assessment shall be conducted under the following circumstances:

- a. The pupil's behavior has resulted in disciplinary suspension beyond 10 cumulative days in a school year.
- b. An interim alternative educational setting or involuntary change in placement is being considered in a disciplinary context.

- c. A manifestation determination in response to a violation of a rule or code of conduct is occurring.

A functional behavioral assessment may be conducted under the following circumstances:

- In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program (IEP) team shall consider the use of positive behavioral interventions and support, and other strategies, to address that behavior. (Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.
- In the case where a behavioral emergency report is written on a child with a disability who does not have a behavioral intervention plan, the IEP team will determine the necessity for a functional behavioral assessment.
- In the case where a behavioral emergency report is written on a child with a disability who has a behavioral intervention plan, the IEP team will determine the necessity for a functional behavioral assessment as part of the modification of the existing behavioral intervention plan.

Following the functional behavioral assessment, the IEP team will develop and/or revise behavioral intervention plan. This behavior intervention plan shall be part of the pupil's IEP and shall specify environmental instructional changes and other techniques and strategies including positive behavioral interventions, strategies and supports.

If the behavior intervention plan is not effective, the IEP team shall reconvene in order to continue to make modifications to the behavior intervention plan until success is attained.

*(California Education Code 56521.1)*

## BEHAVIOR INTERVENTION

The SELPAs located within North West Santa Clara County fully support the concept that all students are capable of growth and change. This includes students with disabilities whose behaviors are problematic and may need positive behavior supports and interventions in order to be successful. When students do not respond to typical classroom management strategies, then individual behavioral interventions, supports and strategies must be developed and included in the IEP. The process for developing and implementing behavioral interventions has undergone changes within the legislative confines of the State of California.

In June 2013, Assembly Bill 86 was passed by the California State Legislation and approved by the Governor. This bill repealed sections of the Education Code known as the Hughes Bill. As a result of this legislation, there are significant changes in the process of behavior intervention for students with disabilities.

### **Functional Behavior Assessment**

Under the new regulations, a Functional Behavior Assessment (FBA) may be considered:

- In the case of a child whose behavior impedes the child's learning or that of others.

Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations

An FBA must be considered:

- In the case where a Behavioral Emergency report is written on a child with a disability who does not already have a behavioral intervention plan.

- In the case where a Behavioral Emergency report is written on a child with a disability who already has a Behavioral Intervention Plan (BIP).

An FBA *shall* be conducted:

- In the case where a pupil's behavior has resulted in disciplinary suspension beyond ten cumulative days in a school year and no FBA-based Behavioral Intervention Plan is in place.
- In the case where an interim alternative educational setting or involuntary change in placement is being considered in a disciplinary context and no FBA-based Behavioral Intervention Plan is in place.
- In the case where a manifestation determination in response to a violation of a rule or code of conduct is occurring and no FBA-based Behavioral Intervention Plan is in place.

*(California Education Code §56521.1)*

### **Functional Behavior Assessment – Definition**

A functional behavioral assessment may utilize review of records, interviews, behavior assessment scales, and may include observation of pupil behavior and/or environmental conditions. Because it is a form of assessment, an FBA requires the parent/guardian to sign an Assessment Plan.

### **Personnel Requirements to Conduct a Functional Behavioral Analysis**

California Education Code §56320(b)(3) states that assessments of students with exceptional needs “are administered by trained and knowledgeable personnel and are administered in accordance with any instructions provided by the producer of the assessments”. The California Education Code establishes that assessments must “be conducted by persons competent to perform the assessment, as determined by the local educational agency”. (§56322) Further, California Education Code §56525(a) states that “a person recognized by the national Behavior Analyst Certification Board as a Board Certified Behavior Analyst (BCBA) may conduct behavioral assessments”. However, it is noted that educational agencies are not required to employ BCBA's.

### **Personnel Requirements for developing Behavioral Intervention Plans**

The California Code of Regulations, Title 5, §3065(d) states that in order to design or plan a BIP, personnel must hold one of the following:

- Pupil Personnel Services Credential in School Counseling or School Psychology (issued by CTC)



- Credential authorizing the holder to deliver special education instruction (issued by CTC)
- License as a Marriage and Family Therapist (issued by BBS)
- License as a Clinical Social Worker (issued by BBS)
- License as an Educational Psychologist (issued by BBS)
- License in Psychology (issued by Calif. Board of Psychology)
- Master's Degree in Education, Psychology, Counseling, Behavior Analyst, Behavior Science, Human Development, Social Work, Rehabilitation, or in a related field, issued by a regionally accredited post-secondary institution of higher education.

### **Personnel Requirements for implementing Behavioral Intervention Plans**

In order to implement a Behavioral Intervention Plan, the California Code of Regulations, Title 5, §3065(e) requires individuals must be qualified to develop BIPs as listed in the previous section or be under the supervision of someone who is qualified to develop BIPs. Specifically the individual must:

- Be qualified to design or plan behavioral intervention pursuant to 5 CCR 3065(d), *or*
- Be under the supervision of an individual qualified to design or plan behavioral intervention pursuant to 5 CCR 3065(d) *and*
  - Possess a high school diploma or its equivalent, and
  - Receive the specific level of supervision required in the pupil's IEP.

# **CHAPTER 2**

## **EARLY CHILDHOOD EDUCATION**

## EARLY CHILDHOOD EDUCATION

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## EARLY CHILDHOOD EDUCATION

### 2.1 PURPOSE AND SCOPE

The SELPA, county office, districts, and the Regional Center will actively and systematically seek out all children with disabilities from birth to age three to refer, assess and determine eligibility for special education services. This includes infants and toddlers and their families with disabilities who are homeless or wards of the state.

An Individualized Family Service Plan (IFSP) or Individualized Education Program (IEP) will be developed by a multidisciplinary team to identify the child needs and plan appropriate services for the child and the family. Districts and the county office will work cooperatively with the Regional Center and other appropriate public agencies to provide all necessary services.

### 2.2 IDENTIFICATION AND REFERRAL

Child find activities may include:

1. Assigning liaisons to local hospitals and hospitals with neonatal intensive care units;
2. Contacting local parent organizations and support groups;

3. Distributing early intervention materials to agencies and individuals providing medical, social and educational services in the community;
4. Community-wide health and developmental screening;
5. Producing and distributing public service announcements;
6. Producing pamphlets, brochures and other written communication; and,
7. Making presentations to local professional groups, philanthropic organizations and other organizations established to inform and/or to serve culturally diverse populations.

Regional Centers and districts shall coordinate local child find activities with each other and other public agencies.

Primary referral sources include, but are not limited to, hospitals, including prenatal and postnatal care facilities, physicians, parents, child care programs, districts, public health facilities, other social services agencies and other health care providers.

Regional centers and districts shall inform primary referral sources of the following:

1. Eligibility criteria for early intervention services;
2. Types of early intervention services available through the Early Start Program;
3. Contact persons and telephone numbers for regional centers and districts; and,
4. Federal requirement that a referral shall be made to the regional center or district within two (2) working days of identification of an infant or toddler, who is in need of early intervention services.

The regional center, county office, or district that receives an oral or written referral for early intervention services shall ensure that:

1. The date of the referral is documented in the infant's or toddler's record;
2. A service coordinator is assigned; and,

3. Written notice is provided and consent is requested.

(17 CCR 52040, 52060)

### 2.3 EARLY START PROGRAM DESCRIPTION

The Early Start Program (ESP) is collaboration between the San Andreas Regional Center (SARC) and the Santa Clara County Office of Education (SCCOE). The ESP, through SCCOE or SARC vendored private infant programs, shall include services specifically designed to meet the unique needs of infants, from birth to three years of age, and their families. The primary purpose of an early education program is to enhance development of the infant in the context of his or her family. To meet this purpose, the program shall focus upon both the infant *and* his or her family, and may include home visits, group services, family involvement, and/or parent education activities. Services shall be provided in the natural (home, community) environment whenever possible.

Early Start Programs shall include, as program options, home-based services and group services.

Home-based and group services will be provided through a transdisciplinary team consisting of a group of professionals from various disciplines and the parent.

Credentialed personnel with expertise in vision and hearing will be the primary providers of services to infants and toddlers with blindness and deafness whenever possible.

The frequency of home-based services shall typically be once or twice a week, depending on the needs of the infant and the family.

Early education services may also be provided through both home visits and group settings with other infants, with or without the parent. The frequency of group services shall not exceed three hours a day for up to, and including, two days a week, and shall be determined on the basis of the needs of the infant and the family.

The frequency of home visits or parent involvement/education activities provided in conjunction with group services shall typically range from one to eight times per month.

(EC 56424-56426.2)

## 2.4 ASSESSMENT TO DETERMINE ELIGIBILITY

Each infant or toddler referred for evaluation for early intervention services shall have a timely, comprehensive, multidisciplinary evaluation of his or her needs and level of functioning in order to determine eligibility.

The determination of eligibility for an infant or toddler shall be made by qualified personnel of the SCCOE as per *Memo of Understanding* and contract between SCCOE and SARC. The determination shall be made with the participation of the multidisciplinary team including the parent. Evaluation and assessment shall be based on informed clinical opinion and include:

1. A review of pertinent records related to the infant or toddler's health status and medical history provided by qualified health professionals, who have evaluated or assessed the child.
2. Information obtained from parental observation and report.
3. Evaluation by qualified personnel of the child's level of functioning in each of the following areas:
  - a. cognitive development
  - b. physical and motor development, including vision and hearing
  - c. communication development
  - d. social or emotional development
  - e. adaptive development
4. No single procedure shall be used as the sole criterion for determining a child's eligibility.
5. Standardized tests or instruments may be used as part of the evaluation, and if used, they shall be selected to ensure that, when administered to an infant or toddler with impaired sensory, motor or speaking skills, the tests produce results that accurately reflect the infant's or toddler's aptitude, developmental level, or any other factors the test purports to measure and not the infant's or toddler's impaired sensory, motor or speaking skills unless those skills are the factors the test purports to measure. The tests must be validated for the specific purpose for which they are used.

6. Procedures and materials for evaluation and assessment of infants and toddlers shall be selected and administered so as not to be racially or culturally discriminatory.
7. Infants or toddlers with solely low incidence disabilities shall be evaluated and assessed by qualified personnel of the LEA whose professional preparation, license or credential authorization are specific to the suspected disability.
8. Regional centers, LEA's and multidisciplinary teams shall not presume or determine eligibility, including eligibility for medical services provided through the Department of Health Services, for any other state or local government program or service when conducting evaluations or assessments of an infant or toddler or their family.

*(17 CCR 52082; GC 95016)*

## **2.5 ASSESSMENT FOR SERVICE PLANNING**

Assessment for service planning for eligible infants or toddlers shall identify all of the following:

1. The child's unique strengths and needs in each of the above areas.
2. Early intervention and other services appropriate to meet the needs.
3. If the family consents to a family assessment, the resources, priorities and concerns of the family and the supports and services necessary to enhance the family's capacity to meet the developmental needs of an infant or toddler with a disability.

Assessment for service planning shall be based on age appropriate methods and procedures that may include any of the following:

1. A review of information related to the child's health status and medical history provided by qualified health professionals, who have evaluated or assessed the child.
2. Developmental observations by qualified personnel and the parent.
3. Other procedures used by qualified personnel to determine the presence of a developmental delay, established risk condition, or high risk for a developmental disability.



4. Standardized tests or instruments.

Assessments of family resources, priorities and concerns related to enhancing the development of the infant or toddler shall be voluntary on the part of the family. The family assessment shall:

1. Be conducted by qualified personnel trained to utilize appropriate methods and procedures;
2. Be based on information provided by the family through a personal interview;
3. Incorporate the family's description of its resources, priorities and concerns related to enhancing the development of the child; and
4. Be conducted in the language of the family's choice or other mode of communication unless it is not feasible to do so.

Evaluations and assessments for service planning shall be conducted in natural environments whenever possible.

*(17 CCR 52086)*

## **2.6 TIMELINE FOR COMPLETION OF EVALUATION AND ASSESSMENT**

The evaluation and assessment for eligibility for each child shall be completed within 45 days of the date that the regional center or SELPA received the referral.

In the event of exceptional circumstances, which make it impossible to complete the initial evaluation and assessment for eligibility within 45 days of receiving a referral, the service coordinator shall inform the parents and document the reasons for the delay. An interim IFSP will be developed. Services agreed upon in the interim IFSP will be implemented. The interim IFSP will include the name of the service coordinator and timelines for completing assessments.

*(17 CCR 52086)*

## **2.7 ELIGIBILITY**

The term "eligible infant or toddler with a disability" means infants and toddlers from birth through two years of age, for whom a need for early intervention services is documented by means of assessment and evaluation and who meet one of the following criteria:

1. Infants and toddlers with a developmental delay in one or more of the following five areas: cognitive development; physical and motor development, including vision and hearing; communication development; social or emotional development; or adaptive development.
2. Infants and toddlers with established risk conditions, who are infants and toddlers with conditions of known etiology or conditions with established harmful developmental consequences.

If standardized, normed or criterion referenced instruments are used as part of the evaluation, a significant difference between a child's current level of functioning and the expected level of development for his or her age shall be established when the child's age equivalent score falls one third below age expectation.

(17 CCR 52022; GC 95014)

## **2.8 DEVELOPMENT OF THE IFSP**

An initial IFSP shall be developed by the regional center and/or LEA for each eligible infant or toddler, within 45 days of the receipt, by either the regional center or LEA, of the oral or written referral.

A periodic review of the IFSP shall be conducted every six months or more frequently if service needs change, or if the parent requests such a review.

All IFSP meetings shall be conducted in settings and at times or by means that are reasonably convenient to the parent and in the language of parent's choice unless it is clearly not feasible to do so.

Meeting arrangements shall be made with, and written notice provided to, the parent and other members of the multidisciplinary team in a timely manner to ensure attendance at the IFSP meeting.

Each initial IFSP meeting and each annual IFSP meeting shall include the following participants:

1. The parent of the infant or toddler;
2. The service coordinator; and,
3. The person(s) who conducted the evaluations or assessments.

If requested by the parent, each initial IFSP meeting and each annual IFSP meeting shall include the following participants:

1. Other family members
2. An advocate or person outside of the family.

Each IFSP meeting shall include persons who will be providing services to the infant or toddler and family as appropriate.

*(17 CCR 52102, 52104)*

### **2.8. A Contents Of The IFSP**

The IFSP must be in writing and contain:

1. A statement of the infant's or toddler's present levels of development in the following areas:
  - a. physical development,
  - b. cognitive development,
  - c. communication development,
  - d. social or emotional development, and
  - e. adaptive development.
2. A statement of the family's resources, priorities, and concerns relating to enhancing the development of the family's infant or toddler with a disability.
3. A statement of the major outcomes expected to be achieved for the infant or toddler and the family, and the criteria, procedures, and timelines used to determine the degree to which progress toward achieving the outcomes is being made and whether modifications or revisions of the outcomes or services are necessary.
4. A statement of specific early intervention services necessary to meet the unique needs of the infant or toddler and the family, including the frequency, intensity, and method of delivering services.
5. A statement of the natural environments in which early intervention services shall appropriately be provided, including a justification of the extent, if any, to which the services will not be provided in a natural environment.

6. The projected dates for initiation of services and the anticipated duration of the services.
7. The identification of the service coordinator from the profession most immediately relevant to the infant's or toddler's family needs (or who is otherwise qualified to carry out all applicable responsibilities), who will be responsible for the implementation of the plan and coordination with other agencies and persons.
8. The steps to be taken to support the transition of the toddler, with a disability, to preschool or other appropriate services.

The contents of the IFSP must be fully explained to the parents and informed written consent from the parents must be obtained before early intervention services as described in the plan can be provided. If the parents do not provide consent with respect to a particular early intervention service, then the early intervention service to which consent is obtained shall be provided.

(17 CCR 52106)

#### **2.8. B Review Of The IFSP**

The IFSP shall be evaluated once a year and the family must be provided a review of the plan at 6-month intervals (or more often where appropriate based on infant or toddler and family needs).

The IFSP team will review the degree to which progress toward achieving the outcome is made and document all modifications and revisions of the outcomes or services as necessary.

(17 CCR 52102)

#### **2.9 TRANSITION REQUIREMENTS FOR EARLY INTERVENTION**

To ensure a smooth transition for toddlers receiving early intervention services to preschool or other appropriate services, the following requirements must be met:

1. The families of such toddlers will be included in the transition plans.

2. At 30 months of age, the ESP service coordinator will notify the District for the area in which the child resides and the parent that the child will shortly reach the age of eligibility for preschool services.
3. The district of residence will hold an IEP meeting before the third birthday that ensures smooth and effective transition to a preschool program so that the child is in their preschool program on their third birthday. The IFSP transition planning meeting will be convened among the ESP service coordinator, the family and the district at least 90 days (and at the discretion of all parties, up to 6 months) before the child is eligible for the preschool services, to discuss the transition steps and timelines, dates for transition activities and any such services that the child may receive.
4. In the case of a child who may not be eligible for such preschool services, with the approval of the family, reasonable efforts will be made to convene a conference among the lead agency, the family, and providers of other appropriate services for children who are not eligible for preschool services.
5. Procedures must occur to review the child's program options for the period from the child's third birthday through the remainder of the school year.

(17 CCR 52112; EC 56426.9)

## **2.10 PRESCHOOL CHILDREN (AGE THREE TO FIVE) WITH DISABILITIES**

### **2.10. A Identification and Referral**

Preschool children age three to five with disabilities will be identified through

1. Child Find activities listed in previous sections.
2. Direct referrals from parents, preschools, physicians, members of the community, and Kindergarten teachers.
3. Children who are in transition from the Early Start Program.

Children who have been participating in the Early Start Program and are eligible to participate in preschool program will experience a smooth transition to preschool programs in the district or county office

of education. Representatives of the district will participate in all transition planning conferences to ensure a smooth transition.

#### **2.10. B Evaluation and Assessment**

Assessment procedures, as described in Chapter 1 are applicable to preschool children from three to five years of age.

The assessments will be conducted by a transdisciplinary team including early childhood specialists, speech and language specialists, and other professional disciplines.

The team will use a variety of assessment tools and strategies to gather relevant functional and developmental information, including information provided by the parent that may assist in determining whether the child has a disability.

Special attention will be given to:

1. Assessing children with developmentally appropriate assessments.
2. Assessing children in natural environments.
3. Assessing children to identify participation in appropriate preschool activities.
4. Involving preschool personnel in observing and assessing children.

When standardized tests are considered invalid for children between the ages of three and five years, alternative means, for example, scales, instruments, observations, and interviews shall be used as specified in the assessment plan.

*(EC 56441.11, 56441.6, 56426.6)*

**2.10. C Eligibility**

The special education eligibility criteria listed in Chapter 1 shall apply to preschool children, between the ages of three and five years. A preschool child qualifies as a child who needs early childhood special education services if the child meets the following criteria:

1. Is identified as having one of the following disabling conditions, or an established medical disability:
  - a. autism
  - b. deaf-blindness
  - c. deafness
  - d. hearing impairment
  - e. intellectual disability
  - f. multiple disabilities
  - g. orthopedic impairment
  - h. serious emotional disturbance
  - i. specific learning disability
  - j. speech or language impairment in one or more of voice, fluency, language and articulation
  - k. traumatic brain injury
  - l. visual impairment
  - m. established medical disability
2. Needs specifically designed instruction or services
3. Has needs that cannot be met with modification of a regular environment in the home or school, or both, without ongoing monitoring or support as determined by an IEP team.

A child is not eligible for special education services if the child does not otherwise meet the eligibility criteria and his or her educational needs are due primarily to:

1. Unfamiliarity with the English language;
2. Temporary physical disabilities;
3. Social maladjustment; or,
4. Environmental, cultural, or economic factors.

Refer to Chapter 6 for specific criteria for disabilities (a) through (l).

Established medical disability is defined as a disabling medical condition or congenital syndrome that the IEP team determines has a high predictability of requiring special education and services

*(EC 56441.11, 56440, 56333-56339; 5 CCR 3030, 3031)*

#### **2.10. D Individualized Education Program**

The requirements for developing, implementing, and reviewing IEPs described in Chapter 2 are applicable to preschool children, age three to five.

An early education program for preschool children with disabilities shall include specially designed services to meet the unique needs of preschool children and their families. To meet this purpose, the program focus is on the young child and his or her family and shall include both individual and small group services, which shall be available in a variety of typical age-appropriate environments for young children, including the home, and shall include opportunities for active parent involvement.

A preschool teacher, who has observed the child in an appropriate preschool environment, will be a member of the IEP team.

The IEPs of preschool children will describe how the disability affects the child's participation in appropriate activities.

*(EC 56441.2)*

#### **2.10. E Services for Preschool Children with Disabilities**

Services serving preschool children with disabilities and their families shall be provided in coordination with other state and local agencies.

Services will be provided at public expense, under public supervision and without cost to the parents.

Early education services for preschool children may be provided to individuals or small groups and shall include:



1. Observing and monitoring the child's behavior and development in his or her environment.
2. Presenting activities that are developmentally appropriate for the preschool child and are specially designed, based on the child's exceptional needs, to enhance the child's development. Those activities shall be developed to conform to the child's IEP and shall be developed so that they do not conflict with his or her medical needs.
3. Interacting and consulting with the family members, regular preschool teachers, and other service providers, as needed, to demonstrate developmentally appropriate activities necessary to implement the child's IEP in the appropriate setting, and necessary to reinforce the expansion of his or her skills in order to promote the child's educational development. These interactions and consultations may include family involvement activities.
4. Assisting parents to seek and coordinate other services in their community that may be provided to their child by various agencies.
5. Providing opportunities for young children to participate in play and exploration activities, to develop self-esteem, and to develop preacademic skills.
6. Providing access to various developmentally appropriate equipment and specialized materials.
7. Providing related services that include parent counseling and training to help parents understand the special needs of their children and their children's development.

Appropriate settings for these services include any of the following:

1. The regular public or private nonsectarian preschool program;
2. The child development center or family day care home;
3. The child's regular environment, that may include the home;

4. A special site where preschool programs for both children with disabilities and children, who are not disabled, are located close to each other and have an opportunity to share resources and program;
5. Special education preschool program, with children, who are not disabled, attending and participating, for all or part of the program; or,
6. A public school setting which provides an age-appropriate environment, materials, and services.

Early education services shall be provided by a transdisciplinary team. Responsibilities of early education staff shall include consultation with regular preschool program providers, consultation with other specialists, assessment services, and direct services.

Services may be provided by any of the following methods:

1. Directly by a local educational agency, (SELPA, district or county office of education);
2. Through an interagency agreement between a local educational agency and another public agency;
3. Through a contract with another public agency;
4. Through a contract with a nonpublic, nonsectarian school or nonpublic, nonsectarian agency; or
5. Through a contract with a nonsectarian hospital.

*(EC 56441.3, 56441.4, 56441.8)*

#### **2.10. F Instructional Adult-to-Child Ratio**

Appropriate instructional adult-to-child ratios for the group services shall be dependent on the needs of the child. However, because of the unique needs of children with disabilities between the ages of three and five years, inclusive, who require special education and related services, the number of children per instructional adult shall be less than one to six for preschool children with disabilities in general.

Group services for children, identified as severely disabled, shall not exceed an adult-to-child ratio of one to five.

Duration of group services will not exceed four hours, unless determined otherwise in the child's IEP.

*(EC 56441.5)*

#### **2.10. G Transition from Preschool to Kindergarten or First Grade**

As the preschool age child approaches the age to enter the elementary school environment, the child's preparation is geared toward readiness for kindergarten and later school success.

Prior to transitioning a child with disabilities from a preschool program to kindergarten, or first grade as the case may be, an appropriate reassessment of the child shall be conducted to determine if the child is still in need of special education and services.

It is very important that the gains made in the special education program are not lost by too rapid a removal of individualized programs and supports for these children.

As part of the transitioning process, a means of monitoring continued success of the child shall be identified by the IEP team for those children of kindergarten or first grade equivalency who are determined to be eligible for less intensive special education programs.

As part of the exit process from special education, the present performance levels and learning style shall be noted by the IEP team. This information shall be made available to the assigned regular education teacher upon the child's enrollment in kindergarten or first grade as the case may be.

*(EC 56445)*

## Early Start Program (ESP) to Preschool Revised-2012 Transition Timeline Chart

*Transition Planning IFSP Review must occur within 3-6 months before the child's 3<sup>rd</sup> birthday*

Child turns 3 years of age during	ESP Service Coordinator <i>invites</i> District & parents @2yrs-6mos. <i>w/in 30 days of written invitation, date is set for Transition Planning IFSP</i>	ESP SC Facilitates <b>Transition Planning IFSP Review</b> District <i>must</i> attend	ESP SC <i>Notifies</i> District <b>Sends Packet to District</b> = <i>Formal Referral</i>	District <b>Observes Child &amp; Assesses</b> as needed	District holds <b>Transition IFSP/IEP ESP SARC/COE SC</b> <i>need</i> to attend	Child begins preschool (District or COE)
January	June	September	October	November	Nov/Dec	January
February	June	September	November	December	January	February
March	September	October	December	January	February	March
April	October	November	January	February	March	April
May	November	January	February	March	April	May/June/ESY
June	December	February	March	April	May	or (Aug)/Sep [Beginning of school year]
July & August	January February	March	April	April/May	May	ESY (Extended School Year) or (Aug)/Sep [Beginning of school year]
September	March	March/April	April	April/May	May/June	(Aug)/Sep [Beginning of school year]
<b>October</b>	<b>April</b>	<b>March/April</b>	<b>April</b>	<b>April/May</b>	<b>May/June</b>	<b>(Aug)/Sep</b> [Beginning of school year]
<b>November</b>	<b>April</b>	<b>April</b>	<b>April</b>	<b>May</b>	<b>May/June</b>	<b>(Aug)/Sep</b> [Beginning of school year]
<b>October</b>	<b>April</b>	<b>April/May</b>	<b>May</b>	<b>May/June</b>	<b>September</b>	<b>October</b>
<b>November</b>	<b>May</b>	<b>May/June</b>	<b>September</b>	<b>September</b>	<b>October</b>	<b>November</b>
December	June	September	October	November	Nov/Dec	January [Immediately after break]

IEP Team decision \*

IEP Team decision \*

Option 1

Option 1

Option 2

Option 2

\*

\*Services in ESP setting discontinue at age 3; School District is responsible for holding IEP and beginning services by child's third birthday.



**Early Start Program**

(Santa Clara County Office of Education and San Andreas Regional Center

**SELPA LOCAL PLAN**

**Appendix B**

Who	What	When	Special Notes
SCCOE & SARC	Santa Clara County Office of Education (SCCOE) &/or another San Andreas Regional Center (SARC) vendor will handle <i>all</i> referrals for eligibility assessment for the Early Start Program (ESP) for children <b>birth through 33 months</b> of age.	IFSP within 45 days of initial contact from referring source for all children 0-33 months of age. This includes all children <b>UP TO 60 days</b> prior to their 3 <sup>rd</sup> birthday	Part C Regulations apply e.g.  45 day timeline from first contact from referring source  Year-'round referrals
SCCOE	When a referral comes to the SCCOE ESP intake office for a <b>34 or 35 month old</b> child, all information will be forwarded to the DOR for completion of referral and eligibility for preschool special education services	<b>Within 2 days of receipt</b> by SCCOE ESP Intake office to DOR Referral	<b>45-60</b> days prior to child's 3 <sup>rd</sup> birthday, DOR must conduct initial assessment & initial (IFSP/IEP) <b>within 45 days</b> of referral to SCCOE ESP.
DOR	District of Residence (DOR) will be responsible for new referrals for children who are <b>34 or 35 months of age</b> on date of initial including... 1) <b>Completion of assessment</b> for eligibility for special education as necessary for referral. 2) <b>Hold IEP</b> as appropriate.	IEP <b>within 45 days</b> of initial contact to <b>SCCOE ESP</b> from referring source for all children <b>45-60 days prior to child's 3<sup>rd</sup> birthday</b> on initial referral date to SCCOE ESP.	Part C Regulations, not Part B Regulations apply. <ul style="list-style-type: none"> <li>• 45 day timeline (vs. 60)</li> <li>• 12 months a year including summer</li> </ul> <b>Less than 45</b> days prior to 3 <sup>rd</sup> birthday, normal Part B timelines apply.
SCCOE & SARC	Provide IDEA Part C ESP services for eligible children until their 3 <sup>rd</sup> birthday.	Last day of ESP service = day <i>before</i> their 3 <sup>rd</sup> birthday	<b>District will provide services for eligible children referred at 34, 35 months.</b>
DOR	SCCOE ESP will contact DOR to discuss provision of transportation for SCCOE ESP toddlers for whom the IFSP team feels it is critical they attend center-based services and their parents are not able to transport.		Parents are expected to attend SCCOE ESP early intervention services – as Part C is a family service.
DOR	Transition IFSP-Initial IEP – for children in an SCCOE or SARC vendored ESP program <ul style="list-style-type: none"> <li>• DOR must be in attendance at the <i>Transition Planning IFSP</i></li> <li>• DOR is required as per IDEA to invite an ESP representative to the <b>initial IEP</b> if the parent requests. ESP completes an <b>EXIT IFSP</b> concurrently.</li> </ul>	<ul style="list-style-type: none"> <li>• 3-6 months prior to child turning 3. As per ESP Transition Timeline</li> <li>• On or before the child's 3<sup>rd</sup> birthday</li> </ul>	For more details see: <ul style="list-style-type: none"> <li>• <i>ESP Transition Timeline</i></li> <li>• <i>ES Notification of Transition</i> to DOR</li> <li>• <i>Transition Planning</i> page of IFSP</li> </ul>
DOR	Explores option(s) and arranges visitation(s) to appropriate program(s) with family	Before or after the IEP as per <i>IFSP Transition Planning</i> meeting.	
DOR	Provides IEP services to eligible children as of their 3 <sup>rd</sup> birthday.	As per IDEA Part B for all children known to ESP on their third birthday	State Performance Plan (SPP) Indicator # 12 <i>Part C to Part B Transition</i>

## Eligibility

**It is the responsibility of the school district to determine eligibility for Part B Special Education Services.**

- 1 ESP will provide a transition packet of info including an *Exit Summary*, medical information and developmental data.
- 2 The district needs to write up an initial psycho-educational report which discusses the basis upon which eligibility was determined. For example, combination of
  - Review exit summary and other information provided by ESP
  - Observe the child
  - Interview of ESP program providers and child's family as needed
  - Additional assessment (if needed) by district
- 3 The district needs to complete an eligibility statement form and attach to the IEP.

*The ESP service coordinator, as designated on the IFSP, needs to follow the transition process from beginning through actual placement into preschool program.*

# Parents' Rights: An Early Start Guide for Families

## Confidentiality & Access to Records

Early Start records are an important source of information about your child. The information you provide to the regional center or local education agency (LEA) about your child and your family is confidential. Such information will only be shared with authorized persons involved in your child's services.

### As a parent, \* you have the right to

1. access records, including the right to have you or your representative examine and obtain copies of records relating to your child; *You may request that any regional center or LEA amend or remove information relating to your child from the records.* [CFR 303.402, CCR 52164, CCR 52168]

2. receive, within five days of your request, copies of records relating to your child and/or explanations that you request; [CCR 52164]
3. request a meeting with the director of the regional center or the superintendent of the LEA about information contained in the record; and [CCR 52168]
4. have personally identifiable information about your child maintained in a confidential manner and have its sources, access, uses, and policies for location, storage, disclosure, retention, and destruction explained to you per the Family Education Rights and Privacy Act. [CFR 303.401, CFR 303.460, CCR 52160, CCR 52162, CCR 52165, CCR 52169]

\* Refer to CCR 52000(b)(36) for definition of parent.

## Evaluation & Assessment

The determination of eligibility for Early Start in California includes a timely, comprehensive, multidisciplinary evaluation and assessment of every child under age three years who is suspected to be in need of early intervention services. If no parent or guardian is available or the child is a ward of the court, a knowledgeable surrogate parent who has no conflicting interest will be appointed. Procedural safeguards ensure that families are provided their rights under the law. [CFR 303.322, CFR 303.406, CCR 52082]

### As a parent, you have the right to

1. be fully informed of your rights under Early Start; [CFR 303.403, GC 95020(c), CCR 52160, CCR 52161]
2. refer your child for evaluation and assessment, provide information throughout the process, make decisions, and give informed consent for your child's early intervention services; [CFR 303.401, CFR 303.404, CCR 52040(d)]
3. understand and provide voluntary written permission or refusal before the initial evaluation and assessments are administered; [CFR 303.405, CCR 52162]
4. participate in the initial evaluation and assessment process including eligibility determination; [CFR 303.322, GC 95020, CCR 52082, CCR 52084]
5. receive a completed initial evaluation and assessment within 45 days after the referral of your child to a regional center or an LEA; [CFR 303.321, CFR 303.322, CCR 52086]
6. participate in a meeting to share the results of evaluations and assessments; and [GC 95020(b)]
7. participate in all decisions regarding eligibility and services. [CFR 303.343, GC 95014(a), GC 95020(b), CCR 52082(a), CCR 52104]

### The Individuals with Disabilities Education Act (IDEA) requires the following:

1. Evaluation and assessment materials are administered in the language of the parents' choice or other mode of communication, unless it is clearly not feasible to do so. [CFR 303.323, CCR 52084]
2. Evaluation and assessment procedures and materials are selected and administered so as not to be racially or culturally discriminatory. [CFR 303.323, CCR 52082]
3. Evaluation and assessment materials are appropriate to assess the specific areas of developmental need and are used for the specific purposes for which they were designed. [CFR 303.322, CCR 52082]
4. Evaluations and assessments are conducted by qualified personnel. [CFR 303.322, CCR 52082, CCR 52084]
5. Evaluations and assessments administered to children with known vision, hearing, orthopedic, or communication impairments are selected to accurately reflect the child's developmental level. [CFR 303.322, CCR 52082]
6. Evaluations and assessments are administered in the five developmental areas, which include physical development (motor abilities, vision, hearing, and health status); communication development; cognitive development; adaptive development; and social or emotional development. *Assessments and evaluations are ongoing while your child is in Early Start.* [CFR 303.322, CCR 52082, CCR 52084, CCR 52102]
7. Evaluations and assessments shall be conducted in natural environments whenever possible. [CCR 52082(i), CCR 52084(e)]
8. Pertinent records relating to your child's health status and medical history are reviewed. [CFR 303.322, CCR 52082]
9. No single procedure is used as the sole criterion for determining your child's eligibility for early intervention services. [CFR 303.323, CCR 52082]
10. Interviews to identify family resources, priorities, and concerns regarding the development of your child and your family's needs are voluntary. [CFR 303.322, CCR 52084, CCR 52106]

## Individualized Family Service Plan

An individualized family service plan (IFSP) is a written plan for providing early intervention services to an eligible child and the child's family. For an infant or toddler who has been evaluated for the first time, a meeting must take place within 45 days of the referral to the regional center or LEA to share the results of the evaluation, to determine eligibility, and, for children who are eligible, to develop the initial IFSP. Evaluation results and determination of eligibility may be shared with families prior to the first IFSP meeting. [CFR 303.340, CFR 303.342, GC 95020(b), CCR 52100, CCR 52102]

A periodic review of your child's IFSP must take place at least every six months. A review may occur more frequently if there are any changes to the IFSP or if you request a periodic review with the regional center or LEA. The IFSP must also be reviewed annually to evaluate how your child is doing and to make any needed changes to the IFSP. [CFR 303.342, CCR 52102]

### During the development and implementation of an IFSP, you have the right as the parent to

1. attend the IFSP meetings and participate in developing the IFSP; [CFR 303.343, CCR 52104]
2. invite other family members to attend IFSP meetings; [CFR 303.343, CCR 52104]
3. invite an advocate or persons other than family members to attend and participate in the IFSP meetings; [CFR 303.343, CCR 52104]
4. have a copy of the complete IFSP; [CFR 303.402, CCR 52102]
5. have the contents of the IFSP fully explained in the language of your choice; [CFR 303.342, CFR 303.403, CCR 52102]

6. give consent to services listed on the IFSP. *If you do not give consent to a service, it will not be provided. You may withdraw consent after initially accepting or receiving a service;* [CFR 303.342, CFR 303.404, CFR 303.405, CCR 52102]
7. have services provided in the natural environment or an explanation of why that is not possible; [CFR 303.12, CFR 303.344, CCR 52106]
8. exchange information about your child among other agencies; [CFR 303.460, CCR 52112, CCR 52169]
9. be notified in writing before any agency or service provider proposes or refuses to initiate or change your child's identification, evaluation, assessment, placement, or the provision of appropriate early intervention services to your child or your family. [CFR 303.403, CCR 52161]

#### The notice must contain:

- the action that is proposed or refused,
- reasons for the action, and
- all available procedural safeguards.

The notice must be presented in the language of your choice, unless it is clearly not feasible to do so, and may be translated so that you understand its contents.

[CFR 303.400 to 303.460, CCR 52161]

## Mediation Conferences, Due Process Hearings, and State Complaints

In Early Start, parents have rights and protections to assure that early intervention services are provided to their children in a manner appropriate to their needs, in consideration of family concerns, and in compliance with applicable federal and State statutes and regulations. The following procedures are only for children under the age of three years. [CFR 303.422, CCR 52170, CCR 52172, CCR 52173, CCR 52174]

### As a parent, you have the right to

1. request a mediation conference and/or a due process hearing any time a regional center or LEA proposes or refuses to initiate or change the identification, evaluation, assessment, placement, and/or provision of appropriate early intervention service(s); [CFR 303.419, CFR 303.420, CCR 52172]
2. be informed of your right to file a complaint or a request for mediation or due process; [CFR 303.510, CCR 52170]
3. file a complaint if you believe there has been a violation of any federal or state statute or regulation governing early intervention services under Early Start including eligibility and services; and [CFR 303.511, CCR 52170]
4. request a mediation conference immediately, prior to a complaint or due process hearing request, or at any time during the complaint/due process hearing processes to resolve a dispute related to any matter concerning federal or state statute or regulation governing early intervention services under Early Start [CCR 52170(b)]; and
5. file a complaint if a due process decision fails to be implemented. [CCR 52170(b)]

### MEDIATION CONFERENCES

Mediation is a flexible, non-binding, confidential process in which a neutral mediator facilitates settlement negotiations between you and another party. Voluntary impartial mediation conferences are a more informal way to resolve disagreements with early intervention service agencies or to address alleged violations of any state and federal statutes or regulations. Mediation is voluntary [CFR 303.419, CCR 52173].

### As a parent you have the right to

1. file a request for mediation as the initial option for resolving a dispute or any time during the due process hearing or complaint process [CFR 303.419, CCR 52173];
2. request a due process hearing or file a state complaint if the disagreement is not resolved [CCR 52173];
3. refuse to participate in mediation [CFR 303.419, CCR 52173];
4. have an impartial person facilitate the mediation conference [CFR 303.419, CCR 52173(c)];
5. require that the mediation conference is carried out at a time and in a location that is reasonably convenient for you [CFR 303.419, CCR 52173];
6. have all personally identifiable information maintained in a confidential manner [CFR 303.419(b), CCR 52173(g)]; and
7. receive a written document outlining the agreements reached as a result of the mediation conference [CFR 303.419, CCR 52173(i)].

Requests for mediation are filed with the:

Office of Administrative Hearings  
Attention: Early Start Intervention Section  
2349 Gateway Oaks Drive, Suite 2000, Sacramento, CA 95833  
(916) 263-0654 Fax: (916) 376-6318  
[CCR 52173]

### DUE PROCESS HEARINGS

All parents are encouraged to resolve differences at the lowest administrative level possible. When differences between you and a regional center or LEA cannot be resolved, due process hearings are available. You, as a parent, are encouraged to seek assistance from your child's service coordinator, the regional center, or the Special Education Local Plan Area (SELPA) office. [CFR 303.420, CCR 52172]

Circumstances leading to a due process hearing may be disagreements related to a proposal or refusal for identification, evaluation, assessment, placement, or services. [CCR 52172(a)]

Your child will continue to receive the early intervention services identified on the IFSP that he/she is currently receiving unless you and the regional center or LEA otherwise agree to a change. If your disagreement involves a new service that has not started, your child will receive all services identified on the IFSP that are not in dispute. This does not include your regional center providing early intervention services after your child has reached 36 months of age, as federal law and regulations do not allow states to pay for early intervention services under any circumstances once your child transitions from Early Start. The program or programs your child enrolls in subsequent to transition from Early Start is responsible for providing you and your child services for which he or she is eligible to receive. [CCR 52172(g)]

Requests for a due process hearing are filed with the Office of Administrative Hearings at the following address:\* [CFR 303.420, CCR 52172]

Office of Administrative Hearings  
Attention: Early Start Intervention Section  
2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833  
(916) 263-0654 Fax: (916) 376-6318  
[CCR 52172]

\*The due process hearing request form may be obtained from your service coordinator, the regional center, the LEA, and DDS website: [www.dds.ca.gov/Forms/pdf/DS1802.pdf](http://www.dds.ca.gov/Forms/pdf/DS1802.pdf)

The due process hearing must be completed within 30 days of receipt of the request by the Office of Administrative Hearings. The timely issuance of the written decision may not be delayed by any concurrent voluntary local efforts to resolve the matter. The decision will be final unless appealed. [CFR 303.425, CCR 52172(e)]

### STATE COMPLAINTS

Any individual or organization may file a signed, written complaint against the Department of Developmental Services (DDS), the California Department of Education (CDE), or any regional center, LEA, or private service provider that receives Part C funds alleging violations of State or federal early intervention statute or regulation. The complaint process can also address remedies for denial of eligibility or appropriate services. However, even though DDS is mandated to investigate any complaint it receives, state law does not allow disclosure of the Early Start recipient's personally identifiable information without written parental consent, other than authorized employees specified by the regional center or LEA [CFR 303.510, CCR 52170(a)].

Information or assistance in filing complaints is available from your child's service coordinator, the regional center office, or the special education local plan area (SELPA). DDS and CDE are available for consultation regarding the filing of a complaint. Additional assistance is available from advocacy organizations such as the State Council on Developmental Disabilities or Disabilities Rights California. As efforts to resolve the matter at the local level are undertaken, a complaint may be filed concurrently with a request for a mediation conference or due process hearing. [CFR 303.423, CCR 52170]

Complaints are filed directly with the

Department of Developmental Services  
Office of Human Rights and Advocacy Services  
Attention: Early Start Complaint Unit  
1600 9th Street, Room 240, MS 2-15  
Sacramento, CA 95814  
(916) 654-1888 Fax (916) 651-8210  
[CCR 52170(e)]

**Any individual or organization who files a complaint has the right to** [CCR 52170]

1. receive assistance in filing the complaint from the service coordinator, regional center, or LEA; [CCR 52170]
2. not be compelled to use any other procedures under the Education Code or the Lanterman Developmental Disabilities Services Act to resolve the complaint; [GC 95007, CCR 52170]
3. submit additional information to DDS that may be helpful to the investigation; [CCR 52170]
4. receive a final written decision within 60 days of the date DDS receives the complaint; [CCR 52170]
5. receive appropriate remedies that may include monetary reimbursement or other corrective action, and assurance that services will be provided appropriately in the future if the decision of DDS includes remedies for denial of appropriate services; [CCR 52170]
6. have any issue in a complaint that is not part of a due process hearing be resolved by DDS within 60 days of the receipt of the complaint; [CFR 303.512(c), CCR 52171(c)]
7. be notified by DDS that the hearing decision is binding if an issue is being raised in a complaint that had previously been decided in a due process hearing involving the same parties; and [CCR 52170]
8. have any complaint resolved that alleges the failure of a public agency or private service provider to implement a due process decision. [CCR 52170]

### The complaint must

1. be in writing and contain a signed statement alleging that DDS, CDE, the regional center, LEA, or other service provider involved with Early Start has violated a federal or State law or regulation; [CCR 52170(a)]
2. provide the name, address, and phone number of the complainant; [CCR 52170(f)]
3. contain a statement of facts upon which the violation is based; [CCR 52170(f)]
4. include the name of the party responsible against whom the complaint is being filed; [CCR 52170(f)]
5. have occurred not more than one year before the date the complaint is received by DDS unless a longer period is reasonable because the alleged violation continues for the child or other children, or [CCR 52170(c)]
6. have occurred not more than three years before the date on which the complaint is received by DDS if the complainant is requesting reimbursement or corrective action as remediation of the complaint [CCR 52170(c)]; and
7. the complaint may also include, if applicable, a description of the voluntary steps taken at the local level to resolve the complaint. [CCR 52170]
8. be withdrawn if the complainant elects to participate in mediation within the 60-day complaint investigation.



SANTA CLARA COUNTY EARLY START PROGRAM  
INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)  
for Children Birth to Three Years

Child's name: \_\_\_\_\_ Birth date: \_\_\_/\_\_\_/\_\_\_ Age: \_\_\_ months Sex: M F

School District of residence: \_\_\_\_\_ IFSP dated \_\_\_/\_\_\_/\_\_\_

IFSP TYPE: Initial Assessment & IFSP 6-month Review of IFSP Annual Review IFSP Other Review of IFSP \_\_\_\_\_

Projected review (w/in 6 months) \_\_\_/\_\_\_/\_\_\_ Projected annual review \_\_\_/\_\_\_/\_\_\_ Tentative IFSP exit \_\_\_/\_\_\_/\_\_\_.

Parent(s)/Guardian(s): \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ ZIP: \_\_\_\_\_

<u>Service Coordinator Name</u>	<u>Agency</u>	<u>Phone</u>	<u>Date Appointed</u>	<u>Date Ended</u>
_____	<input type="checkbox"/> SARC <input type="checkbox"/> COE	(____) _____	___/___/___	___/___/___
_____	<input type="checkbox"/> SARC <input type="checkbox"/> COE	(____) _____	___/___/___	___/___/___

FAMILY RESOURCE CENTER: Parents are interested in contacting Parents Helping Parents (PHP) 408/727-5775 or website... [www.php.com](http://www.php.com)  
Parents are aware of PHP & may contact them at a later time.  
Parents are aware of PHP and do not wish to be contacted at this time.

**Family's priorities, concerns & resources** as they relate to their child's development *(Voluntary on the part of the parent.)*

**Natural Environment(s):** Everyday routines, activities and environments for this student include:

Review Date: \_\_\_/\_\_\_/\_\_\_

SANTA CLARA COUNTY EARLY START PROGRAM  
**INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)**  
for Children Birth to Three Years

Child's name: \_\_\_\_\_ Birth date: \_\_\_/\_\_\_/\_\_\_ Age: \_\_\_ months Sex: M F

School District of residence: \_\_\_\_\_ IFSP dated \_\_\_/\_\_\_/\_\_\_

IFSP TYPE: Initial Assessment & IFSP 6-month Review of IFSP Annual Review IFSP Other Review of IFSP \_\_\_\_\_

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## ALL ABOUT ME!

**My name is...**

**I like to play with...**

*People call me...*

**My family includes...**

**I really like going to...**

**I get grumpy if...**

**I spend my days at...**

**On weekends we...**

**When I'm fussy it helps if  
you...**

**My favorite things are...**

SANTA CLARA COUNTY EARLY START PROGRAM  
**INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)**  
for Children Birth to Three Years

Child's name: \_\_\_\_\_ Birth date: \_\_\_/\_\_\_/\_\_\_ Age: \_\_\_ months Sex: M F  
School District of residence: \_\_\_\_\_ IFSP dated \_\_\_/\_\_\_/\_\_\_  
IFSP TYPE: Initial Assessment & IFSP 6-month Review of IFSP Annual Review IFSP Other Review of IFSP \_\_\_\_\_

## Assessment Team and Tools

Assessment Team Members:

Name	Title	Contact Phone
•	•	•
•	•	•
•	•	•
•	•	•
•	•	•
•	•	•
•	•	•
•	•	•
•	•	•
•	•	•

**Child's Diagnosis**                      •  
(if known)

**Home Language Statement**      A review of the Home Language Survey reveals that the primary language spoken in the home is:  
•

**Developmental Information**      Developmental information was primarily gathered on or as of \_\_\_/\_\_\_/\_\_\_ at  
the child's home  
the child's daycare the child's classroom/school an assessment center other \_\_\_\_\_

**Assessment Tools**

- Observation, parent interview, record review, professional expertise
- Functional Hearing & Vision Assessment
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Assistive Technology**                      Adaptive and Assistive technology or services currently used by this child include:

SANTA CLARA COUNTY EARLY START PROGRAM  
INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)  
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Child's name: \_\_\_\_\_ Birth date: \_\_\_/\_\_\_/\_\_\_ Age: \_\_\_ months Sex: M F  
School District of residence: \_\_\_\_\_ IFSP dated \_\_\_/\_\_\_/\_\_\_  
IFSP TYPE: Initial Assessment & IFSP 6-month Review of IFSP Annual Review IFSP Other Review of IFSP \_\_\_\_\_

**Child's STRENGTHS and PRESENT LEVELS of Development**

Review Date: \_\_\_/\_\_\_/\_\_\_ Adjusted Age: \_\_\_ months  
*(if other than initial or annual IFSP date listed above)*

**PHYSICAL**

***Health***

***Vision and Hearing...*** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Prenatal Health...*** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Postnatal Health...*** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Current...*** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Gross Motor***

***(Large movement)...*** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Fine Motor***

***(Small movement)...*** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADAPTIVE/  
SELF-HELP**

***(Sleeping, eating, dressing, toileting etc.)...*** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SANTA CLARA COUNTY EARLY START PROGRAM  
**INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)**  
for Children Birth to Three Years

Child's name: \_\_\_\_\_ Birth date: \_\_\_/\_\_\_/\_\_\_ Age: \_\_\_ months Sex: M F

School District of residence: \_\_\_\_\_ IFSP dated \_\_\_/\_\_\_/\_\_\_

IFSP TYPE: Initial Assessment & IFSP 6-month Review of IFSP Annual Review IFSP Other Review of IFSP \_\_\_\_\_

**COGNITIVE** (*Responsiveness to environment, thinking skills, problem solving*)... \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMUNICATION** (*language and speech*)

*Receptive* (*Understanding*)... \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Expressive* (*Making sounds, gestures, signing, talking*)... \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SOCIAL/  
EMOTIONAL** (*Relating to others*)... \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Behavior*... \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SANTA CLARA COUNTY EARLY START PROGRAM  
INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)  
for Children Birth to Three Years

Child's name: \_\_\_\_\_ Birth date: \_\_\_/\_\_\_/\_\_\_ Age: \_\_\_ months Sex: M F

School District of residence: \_\_\_\_\_ IFSP dated \_\_\_/\_\_\_/\_\_\_

IFSP TYPE: Initial Assessment & IFSP 6-month Review of IFSP Annual Review IFSP Other Review of IFSP \_\_\_\_\_

# OUTCOMES

Review Date: \_\_\_/\_\_\_/\_\_\_ (if other than initial or annual IFSP date listed above)

<b>Area of Need:</b>	<b>Outcome:</b>		
	Who will assess progress? (e.g. teacher, specialist, parent?) _____		
	How will we assess progress: <input type="checkbox"/> Parent Report <input type="checkbox"/> Observation <input type="checkbox"/> Checklist <input type="checkbox"/> Other:		
<b>Criteria 1</b> <i>how will we know if we are making progress?</i>			
Responsible Agency: <input type="checkbox"/> COE <input type="checkbox"/> SARC <input type="checkbox"/> Parent <input type="checkbox"/> Other:			
<b>Criteria 2</b> <i>how will we know if we are making progress?</i>			
Responsible Agency: <input type="checkbox"/> COE <input type="checkbox"/> SARC <input type="checkbox"/> Parent <input type="checkbox"/> Other:			
<b>Criteria 3</b> <i>how will we know if we are making progress?</i>			
Responsible Agency: <input type="checkbox"/> COE <input type="checkbox"/> SARC <input type="checkbox"/> Parent <input type="checkbox"/> Other:			
Progress Criteria 1: ___/___/___ _____ _____	Progress Criteria 2: ___/___/___ _____ _____	Progress Criteria 3: ___/___/___ _____ _____	<b>Outcome:</b> Annual Review Date: ___/___/___ Outcome met ? <input type="checkbox"/> yes <input type="checkbox"/> no

<b>Area of Need:</b>	<b>Outcome:</b>		
	Who will assess progress? (e.g. teacher, specialist, parent?) _____		
	How will we assess progress: <input type="checkbox"/> Parent Report <input type="checkbox"/> Observation <input type="checkbox"/> Checklist <input type="checkbox"/> Other:		
<b>Criteria 1</b> <i>how will we know if we are making progress?</i>			
Responsible Agency: <input type="checkbox"/> COE <input type="checkbox"/> SARC <input type="checkbox"/> Parent <input type="checkbox"/> Other:			
<b>Criteria 2</b> <i>how will we know if we are making progress?</i>			
Responsible Agency: <input type="checkbox"/> COE <input type="checkbox"/> SARC <input type="checkbox"/> Parent <input type="checkbox"/> Other:			
<b>Criteria 3</b> <i>how will we know if we are making progress?</i>			
Responsible Agency: <input type="checkbox"/> COE <input type="checkbox"/> SARC <input type="checkbox"/> Parent <input type="checkbox"/> Other:			
Progress Criteria 1: ___/___/___ _____ _____	Progress Criteria 2: ___/___/___ _____ _____	Progress Criteria 3: ___/___/___ _____ _____	<b>Outcome:</b> Annual Review Date: ___/___/___ Outcome met ? <input type="checkbox"/> yes <input type="checkbox"/> no

SANTA CLARA COUNTY EARLY START PROGRAM  
**INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)**  
for Children Birth to Three Years

Child's name: \_\_\_\_\_ Birth date: \_\_\_/\_\_\_/\_\_\_ Age: \_\_\_ months Sex: M F

School District of residence: \_\_\_\_\_ IFSP dated \_\_\_/\_\_\_/\_\_\_

IFSP TYPE: Initial Assessment & IFSP 6-month Review of IFSP Annual Review IFSP Other Review of IFSP \_\_\_\_\_

## SERVICES

Review Date: \_\_\_/\_\_\_/\_\_\_\_. (if other than initial or annual IFSP date listed above)

IDEA Part C (ESP) Eligibility			Are there new outcomes attached? <i>(If other than initial or annual review)</i>	
<input type="checkbox"/> Regional Center	<input type="checkbox"/> Special Education	<input type="checkbox"/> Neither (not eligible)	<input type="checkbox"/> Yes (attached) see page(s):	
			<input type="checkbox"/> No	

Required Services & (Method)	Type of Specialist	Frequency/ Duration	Location <i>Natural Environment*</i>	Start/End	Responsible Agency
				<input type="checkbox"/> Prg. Calendar Given <input type="checkbox"/> Calendar TBG by / / to / /	
1.				____/____/____ to ____/____/____	<input type="checkbox"/> SARC <input type="checkbox"/> COE <input type="checkbox"/> Other _____
2.				____/____/____ to ____/____/____	<input type="checkbox"/> SARC <input type="checkbox"/> COE <input type="checkbox"/> Other _____
3.				____/____/____ to ____/____/____	<input type="checkbox"/> SARC <input type="checkbox"/> COE <input type="checkbox"/> Other _____
4.				____/____/____ to ____/____/____	<input type="checkbox"/> SARC <input type="checkbox"/> COE <input type="checkbox"/> Other _____
5.				____/____/____ to ____/____/____	<input type="checkbox"/> SARC <input type="checkbox"/> COE <input type="checkbox"/> Other _____

**Other (Public) Services:** \_\_\_\_\_

**Non-Required (Private) Services:** \_\_\_\_\_ Parent

*LOCATION JUSTIFICATION. If any ESP Required service is not provided in a natural environment, please explain:*  
#\_\_

**Other Comments...**

SANTA CLARA COUNTY EARLY START PROGRAM  
INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)  
for Children Birth to Three Years

Child's name: \_\_\_\_\_ Birth date: \_\_\_/\_\_\_/\_\_\_ Age: \_\_\_ months Sex: M F

School District of residence: \_\_\_\_\_ IFSP dated \_\_\_/\_\_\_/\_\_\_

IFSP TYPE: Initial Assessment & IFSP 6-month Review of IFSP Annual Review IFSP Other Review of IFSP \_\_\_\_\_

## SERVICES (continued)

Review Date: \_\_\_/\_\_\_/\_\_\_ (if other than initial or annual IFSP date listed above)

Required Services & (Method)	Type of Specialist	Frequency/ Duration	Location <i>Natural Environment*</i>	Start/End	Responsible Agency
				<input type="checkbox"/> Prg. Calendar Given <input type="checkbox"/> Calendar TBG by / /	
6.				___/___/___ to ___/___/___	<input type="checkbox"/> SARC <input type="checkbox"/> COE <input type="checkbox"/> Other _____
7.				___/___/___ to ___/___/___	<input type="checkbox"/> SARC <input type="checkbox"/> COE <input type="checkbox"/> Other _____
8.				___/___/___ to ___/___/___	<input type="checkbox"/> SARC <input type="checkbox"/> COE <input type="checkbox"/> Other _____
9.				___/___/___ to ___/___/___	<input type="checkbox"/> SARC <input type="checkbox"/> COE <input type="checkbox"/> Other _____
10.				___/___/___ to ___/___/___	<input type="checkbox"/> SARC <input type="checkbox"/> COE <input type="checkbox"/> Other _____
11.				___/___/___ to ___/___/___	<input type="checkbox"/> SARC <input type="checkbox"/> COE <input type="checkbox"/> Other _____
12.				___/___/___ to ___/___/___	<input type="checkbox"/> SARC <input type="checkbox"/> COE <input type="checkbox"/> Other _____
13.				___/___/___ to ___/___/___	<input type="checkbox"/> SARC <input type="checkbox"/> COE <input type="checkbox"/> Other _____
14.				___/___/___ to ___/___/___	<input type="checkbox"/> SARC <input type="checkbox"/> COE <input type="checkbox"/> Other _____
15.				___/___/___ to ___/___/___	<input type="checkbox"/> SARC <input type="checkbox"/> COE <input type="checkbox"/> Other _____

**LOCATION JUSTIFICATION.** If any ESP Required service is not provided in a natural environment, please explain:

#\_\_



SANTA CLARA COUNTY EARLY START PROGRAM  
**INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)**  
for Children Birth to Three Years

Child's name: \_\_\_\_\_ Birth date: \_\_\_/\_\_\_/\_\_\_ Age: \_\_\_ months Sex: M F  
School District of residence: \_\_\_\_\_ IFSP dated \_\_\_/\_\_\_/\_\_\_  
IFSP TYPE: Initial Assessment & IFSP 6-month Review of IFSP Annual Review IFSP Other Review of IFSP \_\_\_\_\_

## TRANSITION PLANNING

Review Date: \_\_\_/\_\_\_/\_\_\_ (if other than initial or annual IFSP date listed above)

*Early Start is a program that ends when a child turns 3 years old. Eligibility for preschool special education as well as ongoing services from San Andreas Regional Center (SARC) must be separately determined by the child's 3<sup>rd</sup> birthday.*

### How will the parents be prepared for the transition?

- Eligibility for  ongoing SARC &/or  preschool special education services will be reviewed with the family by the SARC service coordinator &/or the school district representative.
- The SARC service coordinator will give a packet of information to the parent regarding SARC eligibility and transition
- As per school district policy, parents may visit possible preschool placement(s)  PRIOR to the IEP meeting or  AFTER the IEP is developed.
- Parents may attend IEP trainings, local transition workshops &/or discuss with staff at a home visit.
- 

### How will the child be prepared for the transition?

- 

District Transition Contact: (name & phone)...	Responsible Agency or Person	Who will complete this step?	On or by what date?
<b>Step 1: (Prior to the transition planning IFSP meeting)</b> <ul style="list-style-type: none"> <li>• Service coordinator contacts district to coordinate date for transition planning meeting and then sends transition planning <i>Notice of Meeting</i> to district contact person.</li> <li>• District confirms that _____ will attend transition planning IFSP meeting.</li> </ul>	<input type="checkbox"/> COE <input type="checkbox"/> SARC <input type="checkbox"/> Parent <input type="checkbox"/> Other	Service Coordinator:	Notice of Meeting to be sent by: ___/___/___
<b>Step 2: (After the transition planning IFSP meeting)</b> <ul style="list-style-type: none"> <li>• A <i>Transition to Preschool Information Packet</i> (including Exit Summary and current IFSP) will be compiled and sent, with parent consent, to:  <u>Name:</u> (school district contact or other designee) &amp; <u>Address</u></li> </ul>	<input type="checkbox"/> COE <input type="checkbox"/> SARC <input type="checkbox"/> Parent <input type="checkbox"/> Other	Name:  Phone #:	Info Packet to be sent by: ___/___/___
<b>Step 3:</b> <ul style="list-style-type: none"> <li>• District reviews packet; observes child; completes additional assessments <i>as needed</i> etc.:</li> </ul>	District	Name:  Phone #:	___/___/___  ___/___/___
<b>Step 4:</b> <ul style="list-style-type: none"> <li>• The Transition IEP/IFSP will be scheduled to be held :</li> </ul>			
<b>Step 5:</b> <ul style="list-style-type: none"> <li>• IF ELIGIBLE for special education preschool services, it is anticipated that this child will begin preschool with an IEP and that ESP services, as outlined on the IFSP, will end when (s)he turns 3 years old.</li> <li>• IF NOT ELIGIBLE for special education preschool services, the IEP team will discuss with the family possible community resources as appropriate &amp; ESP services, as outlined on the IFSP, will end when (s)he turns 3 years old.</li> </ul>	The IEP Team (including the district, parent & ESP service coordinator)	Child will begin preschool ___/___/___ ESP services will end on ___/___/___	

SANTA CLARA COUNTY EARLY START PROGRAM  
**INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)**  
for Children Birth to Three Years

Child's name: \_\_\_\_\_ Birth date: \_\_\_/\_\_\_/\_\_\_ Age: \_\_\_ months Sex: M F

School District of residence: \_\_\_\_\_ IFSP dated \_\_\_/\_\_\_/\_\_\_

IFSP TYPE: Initial Assessment & IFSP 6-month Review of IFSP Annual Review IFSP Other Review of IFSP \_\_\_\_\_

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## EARLY START PROGRAM SUPPLEMENTARY REPORT

Review Date: \_\_\_/\_\_\_/\_\_\_  
*(if other than initial or annual IFSP date listed above)*

SANTA CLARA COUNTY EARLY START PROGRAM  
INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)  
for Children Birth to Three Years

Child's name: \_\_\_\_\_ Birth date: \_\_\_/\_\_\_/\_\_\_ Age: \_\_\_ months Sex: M F  
 School District of residence: \_\_\_\_\_ IFSP dated \_\_\_/\_\_\_/\_\_\_  
 IFSP TYPE: Initial Assessment & IFSP 6-month Review of IFSP Annual Review IFSP Other Review of IFSP \_\_\_\_\_

## SIGNATURE and PARENT CONSENT

### IFSP Meeting Participants

_____	_____/_____/_____ Date	_____	_____/_____/_____ Date
Parent		Parent	
_____	_____/_____/_____ Date	_____	_____/_____/_____ Date
Early Interventionist		SARC Service Coordinator	
_____	_____/_____/_____ Date	_____	_____/_____/_____ Date
Additional Participant-Title		Additional Participant-Title	
_____	_____/_____/_____ Date	_____	_____/_____/_____ Date
Additional Participant-Title		Additional Participant-Title	
_____	_____/_____/_____ Date	_____	_____/_____/_____ Date
Additional Participant-Title		Additional Participant-Title	
_____	_____/_____/_____ Date	_____	_____/_____/_____ Date
Additional Participant-Title		Additional Participant-Title	

### CONSENT

I (We) have received a copy of  Parents' Rights  Procedural Safeguards  IFSP  
 My (Our) Parents' Rights and Procedural Safeguards have been reviewed with me (us).  
 \_\_\_\_\_  
 I (We) agree to all parts of the IFSP **or**...  
 I (We) agree with the IFSP, with the exception of \_\_\_\_\_  
 \_\_\_\_\_  
 I (We) are aware that Early Start Program services are provided free of charge and that use of private insurance for early intervention is voluntary \_\_\_\_\_ (parent/guardian initials) \_\_\_/\_\_\_/\_\_\_ (date)  
 Only applicable if my child is eligible or may be eligible for public benefits (**Medi-Cal**): I authorize Early Start Program access to bill my health insurance if there is no cost to me. \_\_\_\_\_  
 Parent/Guardian signature

Signature below is to authorize and approve the IFSP

Signature: \_\_\_\_\_  Parent  Guardian  Foster Parent  Surrogate \_\_\_\_\_  
 Date

Signature: \_\_\_\_\_  Parent  Guardian  Foster Parent  Surrogate \_\_\_\_\_  
 Date

SANTA CLARA COUNTY EARLY START PROGRAM  
**NOTICE OF MEETING**  
**INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)**

Initial     Annual Review     6-month Review     Other Review \_\_\_\_\_

Child's Name \_\_\_\_\_ Birth date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Today's Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Dear \_\_\_\_\_

A meeting of the IFSP Team is planned to consider your child and family's early intervention program. The purpose of this meeting is to work together to identify your family's strengths, resources, concerns and priorities; to identify your child's strengths and present levels of development; and, to define desired outcomes as well as strategies to meet these goals. You may bring someone with you to the meeting or you may designate another representative if you are unable to attend. Please review the copy of your rights and procedural safeguards enclosed.

**You are requested to attend this meeting as a participating member of the IFSP team. The meeting is scheduled for:**

Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Location: \_\_\_\_\_ Room: \_\_\_\_\_

**We anticipate that the following members will also attend:**

Administrator/Designee (Education): _____	Audiologist: _____
Administrator/Designee (SARC): _____	Nurse: _____
Early Interventionist: _____	Psychologist: _____
Speech/Language Pathologist: _____	School District: _____
Occupational Therapist: _____	Other: _____
Physical Therapist: _____	Other: _____
Social/Case Worker: _____	Other: _____

**If you would like further information about your rights or the purpose of this meeting, please call your current service coordinator:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Program/Site: \_\_\_\_\_ Phone: \_\_\_\_\_

**Please complete and sign this form, and return to:** \_\_\_\_\_

**Check the following items, as appropriate:**

- I plan to attend the meeting       I do not plan to attend the meeting.
- I request a different time and/or place. Please call me at home (\_\_\_\_) \_\_\_\_\_ work (\_\_\_\_) \_\_\_\_\_
- I will be accompanied by \_\_\_\_\_
- No, I cannot attend, but I will send \_\_\_\_\_ as my representative to speak for me. I understand the IFSP and related documents from this meeting will be provided to me for my signature, and I agree to return them in a timely manner.

\_\_\_\_\_  
Parent/Guardian/Surrogate Signature \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Date

SANTA CLARA COUNTY EARLY START PROGRAM

**ASSESSMENT PLAN--ESP**

The use and distribution of this form is limited to employees of the public agencies associated with the *Santa Clara County Early Start Program (ESP)*

Initial Referral    6-month Review    Annual Review    Other Review \_\_\_\_\_

To Parent or Guardian of \_\_\_\_\_ Birth date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Early Start Program (ESP) Site \_\_\_\_\_ School District of Residence \_\_\_\_\_

Language to be used for assessment \_\_\_\_\_

**The above named child has been referred and/or recommended for an assessment by the following individual(s):**

Physician / Nurse/ PHN    Audiologist    Parent    Childcare Provider    Social Worker

Speech/Language Pathologist    Occupational Therapist    Physical Therapist    Early Interventionist    Other

The reason for the referral for assessment is \_\_\_\_\_

Based on the recommendations of the Early Start Program’s evaluation team and your input, the Early Start Program (ESP) proposes the following assessment in order to meet your child’s individual needs. The assessment will be conducted by qualified staff utilizing parent/staff interview, review of records or reports, play assessment and/or observation. When appropriate, a suitable interpreter of your family’s primary language may be used. You may receive a copy of the assessment findings, upon request, prior to the Individualized Family Service Plan (IFSP) Team meeting. You will be asked to participate in a meeting of the IFSP Team following completion of the evaluation or assessment. The results of this assessment may be a recommendation for early intervention services or maintenance or change of the current early intervention service(s). An IFSP is developed together with the family and will not be implemented without consent of the parent or guardian. All information and assessment results will be kept confidential. **Children birth-three must be assessed in all areas of development.**

**Family Priorities, Concerns and Resources** (*Voluntary on the part of the parent*) \_\_\_\_\_ (Parent--initial for consent)

**Physical Development**

**Purpose:** Tools in this area measure how well your child coordinates body movements in small (fine motor) and large (gross motor) muscle activities as well as the status of your child’s health including vision and hearing. **Tools may include**, but are not limited to: review of medical and/or therapy reports; *Denver Developmental Profile (Denver); Alpern Boll Developmental Profile; Vineland, Hawaii Early Learning Profile (HELP); Carolina Curriculum for Handicapped Infants and Toddlers (Carolina); Battelle Developmental Inventory (BDI); Umansky Assessment Programming Guide (Umansky); Hear Kit; Functional Vision Assessment (various); Oregon Project for visually Impaired or hearing impaired preschoolers; Peabody Motor; Desired Results Developmental Profile-revised (DRDP-r) or DRDP-Access (DR-Access); Ages & Stages Questionnaire (ASQ).*

Others: \_\_\_\_\_

**Adaptive/Self Help Development**

**Purpose:** These tools measure how your child takes care of her/himself including sleeping, eating, dressing and toileting etc. **Tools may include**, but are not limited to: *Denver; Peabody-Sensory; Alpern Boll; Vineland, HELP, Carolina; BDI; Umansky, Oregon Project, DRDP-r or DR-Access.*

Others: \_\_\_\_\_

**Cognitive Development**

**Purpose:** These tools measure how responsive your child is to different environments and how your child solves problems. **Tools may include**, but are not limited to: *Denver; Alpern Boll; Vineland; HELP; Carolina; BDI; Umansky; Oregon Project; DRDP-r or DR-Access.*

Others: \_\_\_\_\_

**Communication Development**

**Purpose:** These tools measure your child’s ability to understand, relate to and use language and speech clearly and appropriately. **Tools may include**, but are not limited to: a language sample; *Denver, Alpern Boll, Vineland, HELP, Carolina, BDI, Umansky, Oregon Project; Preschool Language Scale (PLS); Receptive-Expressive Emergent Language Test (REEL); Rosetti Infant Language Scale, DRDP-r or DR-Access.*

Others: \_\_\_\_\_

**Social/Emotional Development**

**Purpose:** These instruments will indicate how an individual copes with situations, gets along with other people, and takes care of herself/himself. **Tools may include**, but are not limited to: Interview; *Denver; Alpern Boll; Vineland; HELP, Carolina; BDII; Umansky, Oregon Project; ASQ-SE; DRDP-r or DR-Access.*

Others: \_\_\_\_\_

**The professional(s) involved in the individual assessment plan above may include:**

-Early Interventionist   -Occupational Therapist   -Psychologist   - Nurse   - Audiologist  
-Speech/Language Pathologist   -Physical Therapist   -Social Worker   -Other \_\_\_\_\_

If you have any questions about the above Assessment Plan, please call your service coordinator:

Name & Title \_\_\_\_\_ Phone \_\_\_\_\_

**THIS FORM MUST BE SIGNED BEFORE ASSESSMENT CAN BEGIN**

*Please check the following items, as appropriate.*

- I give informed consent for my child (named above) to be assessed according to this Assessment Plan.
- I request that these independent assessments be considered: \_\_\_\_\_
- I deny consent to conduct the assessment described above.
- I have received a copy of my Parents’ Rights and Procedural Safeguards.

Parent/Guardian/ Surrogate Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

# **CHAPTER 3**

## **IDENTIFICATION AND ASSESSMENT OF ENGLISH LEARNERS**

## IDENTIFICATION AND ASSESSMENT OF ENGLISH LANGUAGE LEARNERS

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# IDENTIFICATION AND ASSESSMENT OF ENGLISH LEARNERS

## 3.1 PURPOSE AND SCOPE

This chapter was developed to provide SELPA and District staff members with a concise, practical, and sequential approach to the identification, assessment, and programs for students with disabilities, who are English Learners (EL). When considering possible special education and related services, extreme care must be taken to avoid the over identification of students as having a disability, as well as the exclusion of English learners who may have a disability. With this in mind, two specific challenges are presented to educators:

1. To utilize appropriate assessment tools and procedures and to provide services in the least restrictive environment
2. To incorporate language and culture into a special education curriculum

All English learners will be properly identified. Identification includes the completion of the state-mandated Home Language Survey (HLS). The California English Language Development Test (CELDT) is administered to determine English proficiency. This



assessment is to be done within 30 school days of initial enrollment and the primary language will be assessed within 90 calendar days of initial enrollment.

### **3.2 IDENTIFICATION AND REFERRAL OF ENGLISH LEARNERS SUSPECTED OF HAVING A DISABILITY**

Procedures for Identification and referral for special education and related services for all students are described in Chapter 1.

### **3.3 SPECIAL CONSIDERATIONS FOR EL STUDENTS PRIOR TO REFERRAL**

Unless the student has a severe disability, including but not limited to severe vision and hearing impairments, severe physical impairment, severe intellectual disability, autism, or severe health impairment, the student should be allowed sufficient time to acquire English proficiency and receive appropriate academic instruction in English language arts and math.

It is critical to differentiate between a student who is not achieving in the classroom because English is not his/her primary language and a student who is not achieving due to a disability.

Following are some relevant sections of state and federal law that are particularly important in determining eligibility for special education instruction and services:

*Education Code (EC) 56303: "A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered, and when appropriate, utilized"*

*California Code of Regulations (CCR), Title 5 3023 (b) "The normal process of second language acquisition, as well as manifestations of dialect and sociolinguistic variance shall not be diagnosed as a handicapping condition"*

*Federal Code of Regulations (CFR) a 300.534: "A child may not be determined to be eligible...if (i) the determinant factor for that eligible determination is ...1) lack of instruction in reading or math, or (2) limited English proficiency ... and (ii) the child does not otherwise meet the eligibility criteria under 300.7"*

### **3.4 STUDENT STUDY TEAM (SST)**

The Student Study Team is designed to offer immediate assistance and suggestions for teachers, parents and support staff for an individual student who is not making progress or exhibiting various types of problems in the classroom and/or school. Through

effective utilization of this team, many identification errors can be avoided. The Student Study Team serves as a group of professionals and parents, who will discuss pupil strengths and problems and possible interventions.

#### **3.4.A. SST Team Members**

Members of the team may include the following:

- At least one regular education teacher
- Bilingual personnel
- Principal or administrator
- Parent
- Special Education teacher
- School Psychologist
- School Nurse
- Counselor or specialists
- Speech/Language pathologists`
- Interpreters (as needed) (**See Appendix C**)
- Pupil (as appropriate)
- Others

#### **3.4.B Student Study Team Responsibilities**

Referrals for special education assessment are processed through the Student Study Team. The SST will review the student's strengths, concerns, prior interventions and modifications that have been considered, and/or utilized. The results of the interventions will be documented. A plan will be developed, listing additional interventions, and the individuals responsible for implementing them with a follow-up date to review the pupil's progress.

When an English Learner is referred to the school site's SST, the first step is to gather information regarding the specific difficulty the student is experiencing. The second step is to look at why the student is having this difficulty. When gathering information about the specific difficulty an English learner is experiencing, there may be a tendency to describe general performance behaviors, such as, "The student is not making progress," "The student is below grade level," "The student is having problems reading," etc. Statements such as these do not describe the specific difficulty that has been observed, which then makes it difficult to design appropriate interventions. In addition, not knowing the specific difficulty an English learner is experiencing makes it a challenge to determine if the perceived weakness is due to extrinsic factors (e.g. inappropriate instruction, normal process of second language acquisition, lack of formal education, etc.) or a possible intrinsic factor (such as a learning disability, language disorder, etc.)

When describing the specific difficulty the English learner is experiencing, the difficulty needs to be measurable and observable. In addition, data needs to be collected about the identified difficulty across different contexts (such as different subject areas), in different environments (such as home and school), and in both the primary language and English.

After identifying what specific difficulty the student is experiencing, the next step is to find out why the student is having this difficulty. If an English learner is experiencing difficulties only in English, but not in the primary language, then the problem could be due to extrinsic factors rather than an intrinsic disability.

### **3.5 ASSESSMENT PROCEDURES FOR ENGLISH LEARNERS**

After interventions have been tried and programmatic changes have occurred, some students, who have been referred to the SST will need a special education assessment. Special assessment requirements for students whose primary language is other than English are included in this section.

#### **3.5.A Psycho-Educational Assessments**

Assessment requirements important to English learners include the following:

1. Assessments with pupils of limited English proficiency shall be administered in the child's native language or mode of communication, unless clearly not feasible to do so (EC 56320, EC 56001).
2. Assessments shall be administered by qualified personnel who are competent in both the oral or sign language skills and written skills of the individual's primary language or mode of communication and have a knowledge and understanding of the cultural and ethnic background of the pupil. If it clearly is not feasible to do so, an interpreter must be used, and the assessment report shall document this condition and note that the validity may have been affected. (CCR, Title 5: 3023)
3. Materials are selected and administered so as not to be racially, culturally or sexually discriminatory (EC 56320, EC 56001).
4. A variety of assessment tools and strategies will be used to gather relevant functional and developmental information, including information provided by the parent (EC 56320).
5. No single procedure is used as the sole criterion for determining an appropriate educational program for an individual child (EC 56320, EC 56001).

The assessment team may include, but is not limited to:

1. School psychologist
2. Language and speech specialist
3. Regular education teacher(s)
4. Special education teacher
5. School nurse
6. Bilingual specialist
7. Principal/vice principal/counselor
8. Parent

### **3.5.B Other Procedures for Gathering Information**

It is necessary to review existing procedures and their applicability for appropriate identification and instructional planning. Appropriate standardized tests are often not available in all languages. A broader variety of methods are necessary to obtain the information needed to determine if the referred student is, in fact, an individual with a disability.

Following is a brief overview of four assessment procedures.

1. Norm-referenced Tests: The norm-referenced test measures an individual's performance in relation to others on the same instrument. Key words often associated with this type of testing include: reliability, validity, and standardization. When using this type of test, it is critically important that the pupil being tested comes from a background (e.g., language, socioeconomic status) similar to that of the pupils on which the norms were derived is questionable. This often is the case with English learners.
2. Criterion-Referenced Tests: The criterion referenced test breaks down an area and measures what a student can do on each task in that area. No comparison of one student's performance with the performance of the group can be made. This type of testing gives yes/no answers to instructional questions (e.g. Can the student tell time by the ½ hour?) With this information, curricular suggestions can be made leading to specific goals and objectives.
3. Systematic Observation: This alternative assessment encourages the direct study of the referred student in a wide variety of settings. In systematic observation, one selects a specific behavior to observe, selects an appropriate measuring technique, depicts what is seen in the observation, and makes interpretations. Since the student is in his/her natural environment, it is possible to obtain a better picture of what the student is actually doing while using his/her own peer group as a backdrop. However, the presence of an observer may alter the environment and thus affect the validity of the behavior observed.

4. Structured Interview: This alternative assessment technique provides for a broad range of information collection. It is designed to incorporate the expectations and concerns of all those who are associated with the referral. Additional, interview based assessments allows for the funneling of information and expectations into the formal assessment system.

### 3.5.C Additional Assessment Guidelines

Following are additional guidelines to consider when assessing a student with limited English proficiency:

- Assess language dominance at time of referral or evaluation by regular education personnel.
- Whenever possible use two language dominance tests to establish functioning information.
- Assess in student's dominant language whenever possible.
- Assess using non-language measures (e.g., performance).
- Use a trained interpreter whenever needed.
- Assess achievement in both primary language and English.
- Do not accept scores on translations of tests as valid; use other, non-biased or non test based measures to support the scores. (Document!)
- Assess adaptive behavior, mindful of different cultural norms.
- When considering the presence of a language disability, consider whether primary language is deficient when compared to peers and school population. Is language generally depressed (common in low socioeconomic populations) or are there significant peaks and valleys? Is there evidence of a true language disability?
- Students with disabilities are administered the California English Language Development Test (CELDT) along with all other students under standard conditions. Most students enrolled in SCCOE Special Education Programs with disabilities may require test variations, accommodations, and/or modifications. Test variations are allowed for a student who regularly uses them in the classroom. Accommodations, modifications and/or alternate assessments must be specified in the student's individualized education

program (IEP). Students with Section 504 Plans are not eligible for alternate assessments for the CELDT. It is important to utilize the Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide assessments (October 2010) that is updated each October. (See Chapter 15.16)\*

\* Master Plan for Services to English Learners 2010-2015, Approved by SCCOE Board of Education on April 21, 2010 (Chap. 1, page 2)

### 3.5.D Selecting Appropriate Tests

Mattes and Omark ("Speech and Language Assessment for the Bilingual Handicapped" 1984) present a test evaluation form for use in reviewing the adequacy of published test instruments for local use. The eight areas included on the test evaluation form are summarized below.

1. Purposes of the test. The test manual should be reviewed to determine the specific purposes for which the test is designed.
2. Construction of the test. The theoretical model should be examined, and the extent of the field testing prior to the standardization considered.
3. Procedures. Procedures for administration and scoring should be described in detail. Test length, and qualifications of test administrators should also be considered.
4. Linguistic appropriateness of test. Dialect differences must be considered in selection. A minimum of two native adult speakers of the language who are fluent in the local dialect should be involved in a review of test content.
5. Cultural appropriateness of test items. Test items and materials as well as procedures should be evaluated in terms of their cultural appropriateness.
6. Adequacy of norms. The manual should provide a detailed description of the criteria used in selecting children for the normative sample. If this information is not provided, the validity of the norms for local use must be questioned.
7. Adequacy of test reliability data. To what extent does a test consistently yield the same results. Tests with reliability coefficients below .80 should be considered inadequate.
8. Adequacy of test validity data. A test with high reliability is not necessarily a valid instrument. Validity refers to the extent to which a test measures what it is designed to measure.

## 3.6 ELIGIBILITY CRITERIA

### 3.6.A Determining Eligibility

Specific eligibility criteria to determine if a child has a disability are described in Chapter 6.

Refer to Chapter 6 for specific criteria for each disability.

The thirteen federal categories of disability include the following:

- Autism
- Deaf-Blindness
- Deafness
- Emotional Disturbance
- Hearing Impairment
- Intellectual Disability
- Multiple Disabilities
- Orthopedic Impairment
- Other Health Impaired
- Specific Learning Disability
- Speech and Language
- Traumatic Brain Injury
- Visual Impairment

### 3.6.B Specific Learning Disability

For a student to be determined to have a Specific Learning Disability all of the following criteria must exist.

*(EC 56337)*

1. A severe discrepancy exists between the intellectual ability and achievements in one or more of the following academic areas:
  - Oral expression
  - Listening comprehension
  - Written expression
  - Basic reading skills
  - Reading comprehension

- Mathematics calculation
  - Mathematics reasoning
2. The discrepancy is due to a disorder in one or more of the basic psychological processes and is not the result of environmental, cultural, or economic disadvantages.
  3. The discrepancy cannot be corrected through other regular or categorical services offered within the regular instructional program.

Alternative means of assessment may be used to determine the discrepancy when standardized tests are considered to be invalid; however, the same standard of severe discrepancy used with English speaking pupils must be used with EL pupils.

### 3.7 PROGRAM OPTIONS

All students in need of special education and related services, including students identified as English learners, are to be served under the requirements of current state and federal law.

Districts need to offer appropriate resources to ensure that each English learner with a disability receives appropriate *educational and linguistic opportunities in the least restrictive environment*. A full continuum of program options will be available to each student with a disability. To the maximum extent appropriate, children with disabilities are educated with their typically developing peers.

A full continuum of program options include, but are not limited to the following:

1. Regular education program with specially designed modification.
2. Regular education program majority of the day with some special education specialist or resource specialist support
3. Regular classroom with specialized academic instruction for the majority of the day from SDC/and or special education specialist and/or related services support.
4. Special classes and centers.
5. Nonpublic schools
6. State special schools
7. Residential placement
8. Home/Hospital



### 3.7.A Specific Program Options for English Learners

There are three different types of programs for English Learners. All programs include daily English Language Development (ELD) instruction along with self-image and cross-cultural instruction that is integrated throughout the subject area. Each program focuses on the development of speaking, listening, reading, and writing skills to develop second language literacy in English. Below is a list of programs offered along with a brief summary of components for each program.

### 3.7.B Structured English Immersion/English Mainstream/Alternative Program

#### Structured English Immersion

1. Reading taught in English
2. Core curriculum taught in English
3. Some Specially Designed Academic Instruction in English (SDAIE) may be used to help with understanding
4. Daily English Language Development (ELD) instruction
5. Self-image and cross-cultural instruction is integrated throughout subject areas
6. May include some primary language support to help with understanding

#### English Mainstream

1. Reading taught in English
2. Core curriculum taught in English
3. Some Specially Designed Academic Instruction in English (SDAIE) may be used to help understanding
4. Daily English Language Development (ELD) instruction
5. Self-image and cross-cultural instruction is integrated throughout subject areas

#### Alternative Program

1. Develops literacy in primary language first
2. Core curriculum taught in primary language while student is acquiring English
3. Daily English Language Development (ELD) instruction
4. Gradual transition from primary language to English in reading and core subject matter
5. Self-image and cross-cultural instruction is integrated throughout subject areas

Students may receive primary language support and/or language development services in any of the above program options, when determined appropriate by the IEP team.

### 3.8 IEP DEVELOPMENT FOR ENGLISH LEARNERS WITH DISABILITIES

IEP Teams should ensure that:

- IEPs include linguistically appropriate goals and objectives, including when necessary use of the student’s primary language;
- Necessary documentation and translation services are provided to parents as needed; and
- Teachers providing the students the district’s core curriculum are appropriately certified.

#### See Appendix B

Other requirements include:

- Qualified teachers
- Sufficient and appropriate basic and supplemental resources to ensure access to the district’s core curriculum.
- When possible translation of required parent notifications/documents, including IEP parent rights to inform and involve parents of EL students, and translation services as required by state and federal laws.
- Opportunities for parents to become members of the district and/or school advisory committees

#### 3.8.A LINGUISTICALLY APPROPRIATE GOALS, OBJECTIVES AND PROGRAMS

See Appendix A

CCR, Title 5, Section 3001 (s): “Linguistically appropriate goals, objectives, and programs means those activities which lead to the development of English language proficiency; and those instructional systems either at the elementary or secondary level which meet the language development needs of the limited English language learner. For individuals whose primary language is other than English, and whose potential for learning a second language, as determined by the individualized education program team, is severely limited, nothing in this section shall preclude the individualized education program team from determining that instruction may be provided through an alternative program pursuant to a waiver under Education Code section 311(c), including a program provided in the individual’s primary language, provided that the

IEP team periodically, but not less than annually, reconsiders the individual's ability to receive instruction in the English language."

### **3.8.B IEP CONSIDERATIONS FOR ENGLISH LEARNERS**

Linguistically appropriate goals and objectives have the following characteristics:

- They are appropriate for the cognitive level of the student.
- They are appropriate for the linguistic level of the student.
- They match the developmental level of the student's primary (L1) or secondary (L2) language.
- They match the student's general education transition criteria and re-designation policy.

### **3.8.C Additional Linguistic and Cultural Considerations**

Culturally appropriate goals and objectives have the following characteristics:

- They access the student's prior knowledge and experiences.
- They incorporate culturally relevant materials and experiences.
- They affirm the student's cultural heritage.

## SAMPLE LINGUISTICALLY AND CULTURALLY APPROPRIATE IEP GOALS AND OBJECTIVES

**GOAL:** To increase comprehension of the English language.

**OBJECTIVE:** By \_\_\_\_\_ (date) when shown visual stimuli (e.g., pictures, regalia) \_\_\_\_\_ (student) will respond *nonverbally* (e.g., point, nod, shake your head, clap hands, act out) to preproduction stimuli with \_\_\_\_\_ (%) accuracy as measured by teacher observation or records.

Examples of preproduction stimuli:

- a) "Nod your head when I point to the pencil."
- b) "Clap your hands when I touch a farm animal."

**GOAL:** To be able to give one word responses to question asked with comprehensible input.

**OBJECTIVE:** By \_\_\_\_\_ (date) when shown visual stimuli (e.g., pictures, regalia) \_\_\_\_\_ (student) will respond with a *one word response* to questions with comprehensible input with \_\_\_\_\_ (%) accuracy as measured by (teacher observation or records).

Examples of questions with comprehensible input:

- a) "Are you hot (teacher pantomimes wiping perspiration from forehead) or cold?" (teacher pantomimes shivering and bundling up)
- b) "Is this a dog?" (teacher points to a cat in a picture)
- c) "How many flowers (teacher points) are in the vase?"

**GOAL:** To respond to literal questions with short phrases, which may or may not, be grammatically correct.

**BASIC OBJECTIVE:** By \_\_\_\_\_ (date) when given comprehensible input \_\_\_\_\_ (student) will respond to (who, what, where, when, how, and why) questions using short phrases with \_\_\_\_\_ (%) accuracy as measured by \_\_\_\_\_ (teacher observation and records, etc.

Examples of advanced student ideas and questions:

- a) "Where is the dog?" (sample student response: "By the tree")
- b) "Who is walking the dog?" (sample student response: "The man")
- c) "Why is the cat frightened?" (sample student response: "Sees the dog")

**ADVANCED OBJECTIVE:** By \_\_\_\_\_ (date) in a natural environment \_\_\_\_\_ (student) will be able to articulate and express on their own initiative basic ideas and requests with \_\_\_\_\_ (%) accuracy as measured by \_\_\_\_\_ (teacher observation and records, etc.)

Examples of advanced student ideas and requests:

- a) "I am cold"
- b) "I go to the bathroom"
- c) "I like it"

**GOALS:**

- 1) To be able to respond to questions in writing with quality comparable to level of written language skills in native language.
- 2) To be able to read English at a comparable level to reading proficiency in native language.

3) To be able to respond in either writing or orally to stimuli that prompts critical and creative thinking with a response that shows elaboration and complex sentence structures.

**BASIC OBJECTIVE:** By \_\_\_\_\_ (date) after reading a story at his/her read-ability level \_\_\_\_\_ (student) will respond to writing task with \_\_\_\_\_ (%) accuracy as measured by \_\_\_\_\_ (teacher observation and records, etc.)

Examples of basic student responses:

- a) answering comprehension questions after reading story
- b) writing a friendly letter
- c) writing a creative story

**OBJECTIVE:** By \_\_\_\_\_ (date) \_\_\_\_\_ (student) will be able to comprehend reading selection at his/her readability level as measured by grade level curriculum assessment.

Examples of basic student responses:

- a) answering comprehension questions after reading story
- b) writing a friendly letter
- c) writing a creative story

**OBJECTIVE:** By \_\_\_\_\_ (date) \_\_\_\_\_ (student) will be able to comprehend reading selection at his/her readability level as measured by grade level curriculum assessment.

**OBJECTIVE:** By \_\_\_\_\_ (date) \_\_\_\_\_ (student) will be able to articulate responses to questions that require critical and creative thinking in the following four main areas: a) synthesis, b) evaluation, c) analysis, and d) application as measured by the following criteria: a) descriptive vocabulary, b) ability to elaborate, and c) use of complex sentence structures within their response.

## CULTURALLY APPROPRIATE IEP GOALS AND OBJECTIVES

**GOAL:**

To increase reading comprehension in \_\_\_\_\_ (English, Spanish, Tagalog, etc.)

**OBJECTIVE:**

By \_\_\_\_\_ (date), \_\_\_\_\_ (student) will identify two common themes/main ideas and two differences in stories after reading \_\_\_\_\_ (independently, with modifications, listening, etc.) four folk tales from different countries with \_\_\_\_\_ (%) accuracy as measured by \_\_\_\_\_ (teacher observation, work samples, task based criteria, etc.)

**GOAL:**

To increase writing fluency in \_\_\_\_\_ (English, Spanish, Tagalog, etc.)

**OBJECTIVE:**

By \_\_\_\_\_ (date), \_\_\_\_\_ (student) will respond by \_\_\_\_\_ (dictating, writing a sentence, writing a paragraph, etc.) and share their personal responses to an open-ended question that draws upon their life experiences, culture, and perceptions after listening/reading to a story from core/supplemental curriculum with \_\_\_\_\_ (%) accuracy as measured by \_\_\_\_\_ (teacher observation, work samples, task based criteria, etc.)

**GOAL:**

To increase understanding of multiplication concepts taught in (English, Spanish, Tagalog, etc.)

**OBJECTIVE:**

By \_\_\_\_\_ (date), \_\_\_\_\_ (student) will be able to use an array of \_\_\_\_\_ (graph paper, multilink cubes, other manipulatives, etc.) to demonstrate their comprehension of the multiplication process after comparing and contrasting Mexican and Egyptian methods of multiplication as measured by \_\_\_\_\_ (teacher observation, work samples, task-based criteria, etc.)

## HOLDING THE IEP MEETING FOR AN ENGLISH LEARNER

### **What to do:**

1. Review student's current language status.
2. Review initial English and primary language proficiency test results. OR Annual English proficiency test results (CELDT) and student language status.
3. Review alternate assessment participation criteria (has to be done only for initial assessment or if student eligibility for alternate assessment is questioned).
4. Review student's ELD level and progress in ELD from the previous year.
5. Determine instructional delivery setting. For initially tested students, review/describe the three options, and as a team, determine which instructional setting is appropriate to meet the needs of the student. For annually tested students, review whether a change in the instructional delivery setting is appropriate.
6. Complete all other supplemental IEP information pertaining to student language performance, instructional strategies, and ELD goals/objective is completed during the meeting.
7. Update the Language Fluency Profile/folder by documenting the above information by year and grade. Make sure the main (yellow) folder has the minimum required information:



- Home Language Survey
  - Initial language proficiency testing (CELDT and primary language results)
  - Annual student level proficiency reports (CELDT) or
  - Redesignation Monitoring Progress Report
  - Alternate Assessment Participation Criteria completed by the
  - IEP team
8. Update the teacher's copy of the Language Fluency Profile folder. This copy will be kept in the classroom.

## INTERPRETERS

An acute national shortage of bilingual psychologists, speech and language pathologists and special education teachers requires reliance on interpreters. Informed participation by an interpreter will assist in appropriate administration of assessment instruments. It is imperative that interpreters be sensitive to the cultural and linguistic differences which may influence assessment decisions, enhance parental input, and contribute to educational planning.

### **Criteria for Selecting Interpreters**

Ideally, a school district should arrange for a pool of interpreters, either using personnel with bilingual skills or hiring outside interpreters. In either case, interpreters should have qualifications other than bilingual skills. In developing a pool of interpreters, the following should be considered:

1. Language and Dialects Spoken

Because some language have distinct dialects, it is important to ensure that your interpreters can speak the dialect of the individuals school personnel wish to communicate with.

2. Ability to maintain confidentiality of information

Interpreters should be persons who understand the need for confidentiality. Ideally, interpreters are personnel employed by a school district who are familiar with and obligated to follow the school district's confidentiality procedures and policies. Training in confidentiality may be needed.

3. Familiarity with nature and purpose of meeting

Interpreters need to be briefed on topics that will be discussed. A list of terms that will be used should be provided. An inexperienced interpreter may incorrectly translate technical terms, such as "intellectually disabled" as "crazy".

4. Professionalism

Since the interpreter will be "doing the talking for you", it is important that the interpreter convey the proper tone and professionalism of meeting. Appropriate dress, manner of addressing parents, and sensitivity in discussing issues are also qualities which should be considered when looking for interpreters.

5. Distinguishing opinion from interpretation

The danger of having interpreters convey the content from their own perspective should be understood. However, the interpreter should be encouraged to convey the intent when a literal word-for-word translation is impossible. When this occurs, the speaker should be informed by the interpreter.

### **Effective Use of an Interpreter in Assessments**

I) **Before Testing** – The assessment team member and the interpreter review the following:

- a. The general purpose of the testing session.
- b. Which tests will be administered.
- c. Some information about the child.
- d. Discuss test behavior.
  1. Body language of the interpreter.
  2. Excessive reinforcement – type and frequency.
  3. Excessive cueing or prompting the child (verbally or with gestures).

II) **During Testing** – The assessment team member makes the following observations of the child:

- a. Mixing of two languages.
- b. Use of gestures for purposes of communication.

III) **After Testing** – Note observations by the interpreter.

**IV) Minimizing Interpretation Errors during Conferencing**

- A. Introduce conference participants.
- B. Seating arrangements are critical. The interpreters should not block the parent from the school person. Parents must be able to see both the interpreter and speaker.
- C. Address your remarks and questions directly to the parents. Even though you are using an interpreter, you want to communicate with the parents, not the translator. When parents ask questions, look towards them and listen. Remember that much is communicated non-verbally.
- D. Communicate in short segments. Keep grammatical constructions as simple as possible and minimize the use of idioms.
- E. Avoid professional jargon. Explain terms such as behavior modification, reading comprehension or dysfluency.
- F. Observe body language. Rely on your interpreter to assist you in understanding culturally appropriate behavior.
- G. Ask the interpreter to remain neutral.
- H. Make the conference comfortable and non-threatening. Limit the number of participants, especially school personnel.
- I. Caution should be used in including siblings, relatives, friends or acquaintances, especially as interpreters.

# **CHAPTER 4**

## **PARENTAL RIGHTS AND PROCEDURAL SAFEGUARDS**

## **PARENTAL RIGHTS AND PROCEDURAL SAFEGUARDS**

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### **PARENTAL AND ADULT STUDENTS' RIGHTS AND PROCEDURAL SAFEGUARDS FOR SPECIAL EDUCATION – JANUARY 2009**

# PARENTAL RIGHTS AND PROCEDURAL SAFEGUARDS

## 4.1 PURPOSE AND SCOPE

Individuals with disabilities and their parents are afforded rights and procedural safeguards to ensure that all individuals with disabilities are provided a free and appropriate public education (FAPE).

Parents can obtain assistance in understanding their rights and procedural safeguards from the Special Education Director of their child's district of attendance, the SELPA Director, or the California Department of Education.

## 4.2 OVERVIEW

Local Education Agencies (LEA) have an obligation to seek out children with disabilities between birth and age 21. A child with a disability is one who has been identified by an Individualized Education Program (IEP) Team as having one or more of the thirteen disabling conditions that are defined in federal regulation. Also, the child is one, who because of the disability, needs special education and related services to benefit from education and meets state eligibility criteria.

Children, with disabilities, are offered programs that provide for maximum interaction with children with typically developing peers in a manner that is appropriate to the needs of both.

### 4.3 PARENTAL RIGHTS AND PROCEDURAL SAFEGUARDS

The "Parental Rights and Procedural Safeguards for Special Education is at the end of this chapter (Appendix A).

### 4.4 TRANSFER OF PARENTAL RIGHTS AT AGE OF MAJORITY

When a child with a disability reaches age 18 (unless determined to be incompetent by appropriate authorities), the school district must provide any required notices to both the individual with disabilities and the parents. All rights transfer to the child at the age of majority.

The school district must notify the individual and the parents of this transfer at least one year before.

If a child with a disability has reached age 18 and has not been determined to be incompetent, but is determined not to have the ability to provide informed consent, the school district shall follow the state procedures for appointing an appropriate individual to represent the educational interests of the child.

All rights of youth incarcerated in adult or juvenile federal, state, or local correctional institutions transfer to the child.

*(EC 56000-56524; CFR 300.500-300.589)*

### 4.5 PARENT REVOCATION OF CONSENT

Effective December 31, 2008, parents are able to revoke consent for special education services and school districts will not be able to challenge the decision through mediation or due process. Also clarified as part of these regulatory changes: (1) If parents revoke consent for special education, the school district is not required to amend the child's educational records to delete all references to the child's prior receipt of special education services (34 C.F.R. 300.9(c)(3)); and (2) If parents revoke consent for special education, the school district will not be considered to be in violation of its obligation to provide FAPE to the child during the period of time when the parents refuse to consent to services (34 C.F.R. 300.300(b)(4)(iii)), and is not required to convene an IEP team meeting or develop an IEP for the child for further provision of services (34 C.F.R. 300.300(b)(4)(iv)).

Department of Education officials emphasize that when parents revoke consent for special education and related services, they must do so in writing, and although school officials cannot delay in ceasing to provide special education



and related services to the child, they must provide the parent with prior written notice (and a copy of procedural safeguards) prior to stopping services.

**NOTE:**

Starting in January 1, 2013, parents may elect to receive an electronic version of their school district's annual notice of parental rights and responsibilities, which is distributed at the beginning of each school year.

In an effort to cut down on printing and distribution costs, Assembly Bill (AB) 2262 amends Education Code section 48981 to allow a parent or guardian to opt to receive an electronic version of the annual notice. For parents or guardians who do not request this option, school districts must continue to provide the annual notice by regular mail or by any other method normally used to communicate in writing with parents or guardians.

Providing access electronically may be accomplished either by posting the annual notice on the school district website or sending it by e-mail. School districts will need to get written permission from parents before providing the annual notice electronically. To accomplish this purpose, we recommend having parents sign and return an electronic notice opt-in form every year. School districts potentially could combine the opt-in form with the acknowledgment of receipt of the annual notice form that is required by Education Code section 48982.

As required by Education Code section 48985, the electronic version of the annual notice also needs to be translated into other languages if 15% or more of the students enrolled in a district school speak a single primary language other than English.

**Special Education Rights of Parents and Children**  
**Under the Individuals with Disabilities Education Act, Part B, and the**  
**California *Education Code***  
**Notice of Procedural Safeguards**  
**Revised October 2016**

Note: The term school district is used throughout this document to describe any public education agency responsible for providing your child's special education program. The term assessment is used to mean evaluation or testing. Federal and state laws are cited throughout this notice using English abbreviations, which are explained in a glossary on the last page of this notification.

### **What is the Notice of Procedural Safeguards?**

This information provides you as parents, legal guardians, and surrogate parents of children with disabilities from three (3) years of age through age twenty-one (21) and students who have reached age eighteen (18), the age of majority, with an overview of your educational rights or procedural safeguards.

The Notice of Procedural Safeguards is required under the Individuals with Disabilities Education Act (in English, referred to as IDEA) and must be provided to you:

- When you ask for a copy
- The first time your child is referred for a special education assessment
- Each time you are given an assessment plan to evaluate your child
- Upon receipt of the first state or due process complaint in a school year, and
- When the decision is made to make a removal that constitutes a change of placement

(20 *USC* 1415[d]; 34 *CFR* 300.504; *EC* 56301[d] [2], *EC* 56321, and 56341.1[g] [1])

### **What is the Individuals with Disabilities Education Act (IDEA)?**

IDEA is a federal law that requires school districts to provide a "free appropriate public education" (in English, referred to as FAPE) to eligible children with disabilities. A free appropriate public education means that special education and related services are to be provided as described in an individualized education program (in English, known as IEP) and under public supervision to your child at no cost to you.

### **May I participate in decisions about my child's education?**

You must be given opportunities to participate in any decision-making meeting regarding your child's special education program. You have the right to participate in IEP team meetings about the identification (eligibility), assessment, or educational placement of your child and other matters relating to your child's FAPE. (20 *USC* 1414[d] [1]B-[d][1][D]; 34 *CFR* 300.321; *EC* 56341[b], 56343[c])

The parent or guardian, or the local educational agency (LEA), has the right to participate in the development of the IEP and to initiate their intent to electronically audiotape the proceedings of

the IEP team meetings. At least 24 hours prior to the meeting, the parent or guardian shall notify the members of the IEP team of their intent to record a meeting. If the parent or guardian does not consent to the LEA audiotape recording an IEP meeting, the meeting shall not be recorded on an audiotape recorder.

Your rights include information about the availability of FAPE, including all program options, and all available alternative programs, both public and nonpublic. (20 USC 1401[3], 1412[a][3]; 34 CFR 300.111; EC 56301, 56341.1[g][1], and 56506)

### **Where can I get more help?**

When you have a concern about your child's education, it is important that you contact your child's teacher or administrator to talk about your child and any problems you see. Staff in your school district or special education local plan area (SELPA) may answer questions about your child's education, your rights, and procedural safeguards. Also, when you have a concern, this informal conversation often solves the problem and helps to maintain open communication.

You may also want to contact one of the California parent organizations (Family Empowerment Centers and Parent Training Institutes), which were developed to increase collaboration between parents and educators to improve the educational system. Contact information for these organizations is found on the CDE special education California Parent Organizations Web page at <http://www.cde.ca.gov/sp/se/qa/caprntorg.asp>.

Additional resources are listed at the end of this document to help you understand the procedural safeguards.

### **What if my child is deaf, hard of hearing, blind, visually impaired, or deaf-blind?**

The State Special Schools provide services to students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind at each of its three facilities: the California Schools for the Deaf in Fremont and Riverside and at the California School for the Blind in Fremont. Residential and day school programs are offered to students from infancy to age 21 at both State Schools for the Deaf. Such programs are offered to students aged five through 21 at the California School for the Blind. The State Special Schools also offer assessment services and technical assistance. For more information about the State Special Schools, please visit the California Department of Education (CDE) Web site at <http://www.cde.ca.gov/sp/ss/> or ask for more information from the members of your child's IEP team.

## **Notice, Consent, Assessment, Surrogate Parent Appointment, and Access to Records**

### **Prior Written Notice**

#### **When is a notice needed?**

This notice must be given when the school district proposes or refuses to initiate a change in the identification, assessment, or educational placement of your child with special needs or the

provision of a free appropriate public education. (20 *USC* 1415[b][3] and (4), 1415[c][1], 1414[b][1]; 34 *CFR* 300.503; *EC* 56329 and 56506[a])

The school district must inform you about proposed evaluations of your child in a written notice or an assessment plan within fifteen (15) days of your written request for evaluation. The notice must be understandable and in your native language or other mode of communication, unless it is clearly not feasible to do so. (34 *CFR* 300.304; *EC* 56321)

### **What will the notice tell me?**

The Prior Written Notice must include the following:

1. A description of the actions proposed or refused by the school district
2. An explanation of why the action was proposed or refused
3. A description of each assessment procedure, record, or report the agency used as a basis for the action proposed or refused
4. A statement that parents of a child with a disability have protection under the procedural safeguards
5. Sources for parents to contact to obtain assistance in understanding the provisions of this part
6. A description of other options that the IEP team considered and the reasons those options were rejected; and
7. A description of any other factors relevant to the action proposed or refused. (20 *USC* 1415[b][3] and [4], 1415[c][1], 1414[b][1]; 34 *CFR* 300.503)

### **Parental Consent**

#### **When is my approval required for assessment?**

You have the right to refer your child for special education services. You must give informed, written consent before your child's first special education assessment can proceed. The parent has at least fifteen (15) days from the receipt of the proposed assessment plan to arrive at a decision. The assessment may begin immediately upon receipt of the consent and must be completed and an IEP developed within sixty (60) days of your consent.

#### **When is my approval required for services?**

You must give informed, written consent before your school district can provide your child with special education and related services.

#### **What are the procedures when a parent does not provide consent?**

If you do not provide consent for an initial assessment or fail to respond to a request to provide the consent, the school district may pursue the initial assessment by utilizing due process procedures.

If you refuse to consent to the initiation of services, the school district must not provide special education and related services and shall not seek to provide services through due process procedures.

If you consent in writing to the special education and related services for your child but do not consent to all of the components of the IEP, those components of the program to which you have consented must be implemented without delay.

If the school district determines that the proposed special education program component to which you do not consent is necessary to provide a free appropriate public education to your child, a due process hearing must be initiated. If a due process hearing is held, the hearing decision shall be final and binding.

In the case of reevaluations, the school district must document reasonable measures to obtain your consent. If you fail to respond, the school district may proceed with the reevaluation without your consent. (20 *USC* 1414[a][1][D] and 1414[c]; 34 *CFR* 300.300; *EC* 56506[e], 56321[c] and [d], and 56346).

### **When may I revoke consent?**

If at any time subsequent to 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, the public agency:

1. May not continue to provide special education and related services to the child, but must provide prior written notice in accordance with 34 *CFR* Section 300.503 before ceasing such services
2. May not use the procedures in subpart E of Part 300 34 *CFR* (including the mediation procedures under 34 *CFR* Section 300.506 or the due process procedures under 34 *CFR* Sections 300.507 through 300.516) in order to obtain agreement or a ruling that the services may be provided to the child
3. Will not be considered to be in violation of the requirement to make a free appropriate public education (FAPE) available to the child because of the failure to provide the child with further special education and related services
4. Is not required to convene an IEP team meeting or develop an IEP under 34 *CFR* Sections 300.320 and 300.324 for the child for further provision of special education and related services

Please note, in accordance with 34 *CFR* Section 300.9 (c)(3), that if the parents revoke consent in writing for their child's receipt of special education services after the child is initially provided special education and related services, the public agency 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.

## **Surrogate Parent Appointment**

### **What if a parent cannot be identified or located?**

School districts must ensure that an individual is assigned to act as a surrogate parent for the parents of a child with a disability when a parent cannot be identified and the school district cannot discover the whereabouts of a parent.

A surrogate parent may also be appointed if the child is an unaccompanied homeless youth, an adjudicated dependent or ward of the court under the state Welfare and Institution Code, and is referred to special education or already has an IEP. (20 *USC* 1415[b][2] ; 34 *CFR* 300.519; *EC* 56050; *GC* 7579.5 and 7579.6)

## **Nondiscriminatory Assessment**

### **How is my child assessed for special education services?**

You have the right to have your child assessed in all areas of suspected disability. Materials and procedures used for assessment and placement must not be racially, culturally, or sexually discriminatory.

Assessment materials must be provided and the test administered in your child's native language or 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 so provide or administer.

No single procedure can be the sole criterion for determining eligibility and developing FAPE for your child. (20 *USC* 1414[b][1]–[3], 1412[a][6][B]; 34 *CFR* 300.304; *EC* 56001[j] and 56320)

## **Independent Educational Assessments**

### **May my child be tested independently at the district's expense?**

If you disagree with the results of the assessment conducted by the school district, you have the right to ask for and obtain an independent educational assessment for your child from a person qualified to conduct the assessment at public expense.

The parent is entitled to only one independent educational evaluation at public expense each time the public agency conducts an evaluation with which the parent disagrees.

The school district must respond to your request for an independent educational assessment and provide you information about where to obtain an independent educational assessment.

If the school district believes that the district's assessment is appropriate and disagrees that an independent assessment is necessary, the school district must request a due process hearing to prove that its assessment was appropriate. If the district prevails, you still have the right to an independent assessment but not at public expense. The IEP team must consider independent assessments.

District assessment procedures allow in-class observation of students. If the school district observes your child in his or her classroom during an assessment, or if the school district would have been allowed to observe your child, an individual conducting an independent educational assessment must also be allowed to observe your child in the classroom.

If the school district proposes a new school setting for your child and an independent educational assessment is being conducted, the independent assessor must be allowed to first observe the proposed new setting. (20 *USC* 1415[b][1] and [d][2][A]; 34 *CFR* 300.502; *EC* 56329[b] and [c])

## Access to Educational Records

### May I examine my child's educational records?

You have a right to inspect and review all of your child's education records without unnecessary delay, including prior to a meeting about your child's IEP or before a due process hearing. The school district must provide you access to records and copies, if requested, within five (5) **business** days after the request has been made orally or in writing. (*EC* 49060, 56043[n], 56501[b][3], and 56504)

## How Disputes Are Resolved

### Due Process Hearing

#### When is a due process hearing available?

You have the right to request an impartial due process hearing regarding the identification, assessment, and educational placement of your child or the provision of FAPE. The request for a due process hearing must be filed within two years from the date you knew or should have known about the alleged action that forms the basis of the due process complaint. (*20 USC* 1415[b][6]; *34 CFR* 300.507; *EC* 56501 and 56505[l])

### Mediation and Alternative Dispute Resolution

#### May I request mediation or an alternative way to resolve the dispute?

A request for mediation may be made either before or after a request for a due process hearing is made.

You may ask the school district to resolve disputes through mediation or alternative dispute resolution (ADR), which is less adversarial than a due process hearing. The ADR and mediation are voluntary methods of resolving a dispute and may not be used to delay your right to a due process hearing.

#### What is a pre-hearing mediation conference?

You may seek resolution through mediation prior to filing a request for a due process hearing. The conference is an informal proceeding conducted in a nonadversarial manner to resolve issues relating to the identification, assessment, or educational placement of a child or to a FAPE.

At the prehearing mediation conference, the parent or the school district may be accompanied and advised by nonattorney representatives and may consult with an attorney prior to or



following the conference. However, requesting or participating in a prehearing mediation conference is not a prerequisite to requesting a due process hearing.

All requests for a prehearing mediation conference shall be filed with the Superintendent. The party initiating a prehearing mediation conference by filing a written request with the Superintendent shall provide the other party to the mediation with a copy of the request at the same time the request is filed.

The prehearing mediation conference shall be scheduled within fifteen (15) days of receipt by the Superintendent of the request for mediation and shall be completed within thirty (30) days after receipt of the request for mediation unless both parties agree to extend the time. If a resolution is reached, the parties shall execute a legally binding written agreement that sets forth the resolution. All discussions during the mediation process shall be confidential. All prehearing mediation conferences shall be scheduled in a timely manner and held at a time and place reasonably convenient to the parties. If the issues fail to be resolved to the satisfaction of all parties, the party who requested the mediation conference has the option of filing for a due process hearing. (*EC 56500.3 and 56503*)

## Due Process Rights

### What are my due process rights?

You have a right to:

1. Have a fair and impartial administrative hearing at the state level before a person who is knowledgeable of the laws governing special education and administrative hearings (20 *USC 1415[f][1][A]*, 1415[f][3][A]-[D]; 34 *CFR 300.511*; *EC 56501[b][4]*)
2. Be accompanied and advised by an attorney and/or individuals who have knowledge about children with disabilities (*EC 56505 [e][1]*)
3. Present evidence, written arguments, and oral arguments (*EC 56505[e][2]*)
4. Confront, cross-examine, and require witnesses to be present (*EC 56505[e][3]*)
5. Receive a written or, at the option of the parent, an electronic verbatim record of the hearing, including findings of fact and decisions (*EC 56505[e][4]*)
6. Have your child present at the hearing (*EC 56501[c][1]*)
7. Have the hearing be open or closed to the public (*EC 56501[c][2]*)
8. Receive a copy of all documents, including assessments completed by that date and recommendations, and a list of witnesses and their general area of testimony within five (5) business days before a hearing (*EC 56505[e][7]* and *56043[v]*)
9. Be informed by the other parties of the issues and their proposed resolution of the issues at least ten (10) calendar days prior to the hearing (*EC 56505[e][6]*)
10. Have an interpreter provided (*CCR 3082[d]*)
11. Request an extension of the hearing timeline (*EC 56505[f][3]*)
12. Have a mediation conference at any point during the due process hearing (*EC 56501[b][2]*), and
13. Receive notice from the other party at least ten days prior to the hearing that the other party intends to be represented by an attorney (*EC 56507[a]*). (20 *USC 1415[e]*; 34 *CFR 300.506, 300.508, 300.512 and 300.515*)

## **Filing a Written Due Process Complaint**

### **How do I request a due process hearing?**

You need to file a written request for a due process hearing. You or your representative needs to submit the following information in your request:

1. Name of the child
2. Address of the residence of the child
3. Name of the school the child is attending
4. In the case of a homeless child, available contact information for the child and the name of the school the child is attending, and
5. A description of the nature of the problem, including facts relating to the problem(s) and a proposed resolution of the problem(s)

Federal and state laws require that either party filing for a due process hearing must provide a copy of the written request to the other party. (20 *USC* 1415[b][7], 1415[c][2]; 34 *CFR* 300.508; *EC* 56502[c][1])

Prior to filing for a due process hearing, the school district shall be provided the opportunity to resolve the matter by convening a resolution session, which is a meeting between the parents and the relevant members of the IEP team who have specific knowledge of the facts identified in the due process hearing request. (20 *USC* 1415[f][1][B]; 34 *CFR* 300.510)

### **What does a resolution session include?**

Resolution sessions shall be convened within fifteen (15) days of receiving notice of the parents' due process hearing request. The sessions shall include a representative of the school district who has decision-making authority and not include an attorney of the school district unless the parent is accompanied by an attorney. The parent of the child may discuss the due process hearing issue and the facts that form the basis of the due process hearing request.

The resolution session is not required if the parent and the school district agree in writing to waive the meeting. If the school district has not resolved the due process hearing issue within thirty (30) days, the due process hearing may occur. If a resolution is reached, the parties shall execute a legally binding agreement. (20 *USC* 1415[f][1][B]; 34 *CFR* 300.510)

### **Does my child's placement change during the proceedings?**

The child involved in any administrative or judicial proceeding must remain in the current educational placement unless you and the school district agree on another arrangement. If you are applying for initial admission of your child to a public school, your child will be placed in a public school program with your consent until all proceedings are completed. (20 *USC* 1415[j]; 34 *CFR* 300.518; *EC* 56505[d])

## **May the decision be appealed?**

The hearing decision is final and binding on both parties. Either party may appeal the hearing decision by filing a civil action in state or federal court within 90 days of the final decision. (20 *USC* 1415[i][2] and [3][A], 1415[l]; 34 *CFR* 300.516; *EC* 56505[h] and [k], *EC* 56043[w])

## **Who pays for my attorneys' fees?**

In any action or proceeding regarding the due process hearing, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to you as parent of a child with a disability if you are the prevailing party in the hearing. Reasonable attorneys' fees may also be made following the conclusion of the administrative hearing, with the agreement of the parties. (20 *USC* 1415[i][3][B]–[G]; 34 *CFR* 300.517; *EC* 56507[b])

Fees may be reduced if any of the following conditions prevail:

1. The court finds that you unreasonably delayed the final resolution of the controversy
2. The attorneys' hourly fees exceed the prevailing rate in the community for similar services by attorneys of reasonably comparable skill, reputation, and experience
3. The time spent and legal services provided were excessive, or
4. Your attorney did not provide to the school district the appropriate information in the due process request notice.

Attorneys' fees will not be reduced, however, if the court finds that the State or the school district unreasonably delayed the final resolution of the action or proceeding or that there was a violation of this section of law. (20 *USC* 1415[i][3][B]–[G]; 34 *CFR* 300.517)

Attorneys' fees relating to any meeting of the IEP team may not be awarded unless an IEP team meeting is convened as a result of a due process hearing proceeding or judicial action. Attorneys' fees may also be denied if you reject a reasonable settlement offer made by the district/public agency ten (10) days before the hearing begins and the hearing decision is not more favorable than the offer of settlement. (20 *USC* 1415[i][3][B]–[G]; 34 *CFR* 300.517)

## **To obtain more information or to file for mediation or a due process hearing, contact:**

Office of Administrative Hearings  
Attention: Special Education Division  
2349 Gateway Oaks Drive, Suite 200  
Sacramento, CA 95833-4231  
(916) 263-0880  
FAX (916) 263-0890

## **School Discipline and Placement Procedures for Students with Disabilities**

### **School Discipline and Alternative Interim Educational Settings**

#### **May my child be suspended or expelled?**

School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement is appropriate for a child with a disability who violates a code of student conduct from his or her setting to:

- An appropriate interim alternative education setting, another setting, or suspension for not more than ten (10) consecutive school days, and
- Additional removals of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct

#### **What occurs after a removal of more than ten (10) days?**

After a child with a disability has been removed from his or her current placement for ten (10) school days in the same school year, during any subsequent days of removal the public agency must provide services to enable the child to continue to participate in the general education curriculum and progress toward meeting the goals set out in the child's IEP. Also, a child will receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, which are designed to address the behavior violation so that it does not recur.

If a child exceeds ten (10) days in such a placement, an IEP team meeting must be held to determine whether the child's misconduct is caused by the disability. This IEP team meeting must take place immediately, if possible, or within ten (10) days of the school district's decision to take this type of disciplinary action.

As a parent you will be invited to participate as a member of this IEP team. The school district may be required to develop an assessment plan to address the misconduct or, if your child has a behavior intervention plan, review and modify the plan as necessary.

#### **What happens if the IEP team determines that the misconduct is not caused by the disability?**

If the IEP team concludes that the misconduct was not a manifestation of the child's disability, the school district may take disciplinary action, such as expulsion, in the same manner as it would for a child without a disability. (20 *USC* 1415[k][1] and [7]; 34 *CFR* 300.530)

If you disagree with the IEP team's decision, you may request an expedited due process hearing, which must occur within twenty (20) school days of the date on which you requested the hearing. (20 *USC* 1415[k][2]; 34 *CFR* 300.531[c])

Regardless of the setting the school district must continue to provide FAPE for your child. Alternative educational settings must allow the child to continue to participate in the general

curriculum and ensure continuation of services and modifications detailed in the IEP. (34 *CFR* 300.530; *EC* 48915.5[b])

## **Children Attending Private School**

### **May students who are parentally placed in private schools participate in publicly funded special education programs?**

Children who are enrolled by their parents in private schools may participate in publicly funded special education programs. The school district must consult with private schools and with parents to determine the services that will be offered to private school students. Although school districts have a clear responsibility to offer FAPE to students with disabilities, those children, when placed by their parent in private schools, do not have the right to receive some or all of the special education and related services necessary to provide FAPE. (20 *USC* 1415[a][10][A]; 34 *CFR* 300.137 and 300.138; *EC* 56173)

If a parent of an individual with exceptional needs who previously received special education and related services under the authority of the school district enrolls the child in a private elementary school or secondary school without the consent of or referral by the local educational agency, the school district is not required to provide special education if the district has made FAPE available. A court or a due process hearing officer may require the school district to reimburse the parent or guardian for the cost of special education and the private school only if the court or due process hearing officer finds that the school district had not made FAPE available to the child in a timely manner prior to that enrollment in the private elementary school or secondary school and that the private placement is appropriate. (20 *USC* 1412[a][10][C]; 34 *CFR* 300.148; *EC* 56175)

### **When may reimbursement be reduced or denied?**

The court or hearing officer may reduce or deny reimbursement if you did not make your child available for an assessment upon notice from the school district before removing your child from public school. You may also be denied reimbursement if you did not inform the school district that you were rejecting the special education placement proposed by the school district, including stating your concerns and intent to enroll your child in a private school at public expense.

Your notice to the school district must be given either:

- At the most recent IEP team meeting you attended before removing your child from the public school, or
- In writing to the school district at least ten (10) business days (including holidays) before removing your child from the public school. (20 *USC* 1412[a][10][C]; 34 *CFR* 300.148; *EC* 56176)

### **When may reimbursement not be reduced or denied?**

A court or hearing officer must not reduce or deny reimbursement to you if you failed to provide written notice to the school district for any of the following reasons:

- The school prevented you from providing notice
  - You had not received a copy of this Notice of Procedural Safeguards or otherwise been informed of the requirement to notify the district
  - Providing notice would likely have resulted in physical harm to your child
  - Illiteracy and inability to write in English prevented you from providing notice, or
  - Providing notice would likely have resulted in serious emotional harm to your child
- (20 *USC* 1412[a] [10] [C]; 34 *CFR* 300.148; *EC* 56177)

## State Complaint Procedures

### When may I file a state compliance complaint?

You may file a state compliance complaint when you believe that a school district has violated federal or state special education laws or regulations. Your written complaint must specify at least one alleged violation of federal and state special education laws. The violation must have occurred not more than one year prior to the date the complaint is received by the California Department of Education (CDE). When filing a complaint, you must forward a copy of the complaint to the school district at the same time you file a state compliance complaint with the CDE. (34 *CFR* 300.151–153; 5 *CCR* 4600)

Complaints alleging violations of federal and state special education laws or regulations may be mailed to:

California Department of Education  
Special Education Division  
Procedural Safeguards Referral Service  
1430 N Street, Suite 2401  
Sacramento, CA 95814

For complaints involving issues **not** covered by federal or state special education laws or regulations, consult your district's uniform complaint procedures.

To obtain more information about dispute resolution, including how to file a complaint, contact the CDE, Special Education Division, Procedural Safeguards Referral Service, by telephone at (800) 926-0648; by fax at 916-327-3704; or by visiting the CDE Web site at <http://www.cde.ca.gov/sp/se>.

## **Glossary of Abbreviations Used in This Notification**

ADR	Alternative Dispute Resolution
<i>CFR:</i>	<i>Code of Federal Regulations</i>
<i>EC</i>	<i>California Education Code</i>
FAPE	Free Appropriate Public Education
IDEA	Individuals with Disabilities Education Act
IEP	Individualized Education Program
OAH:	Office of Administrative Hearings
SELPA:	Special Education Local Plan Area
<i>USC:</i>	<i>United States Code</i>

# **CHAPTER 5**

## **CONFIDENTIALITY OF PUPIL RECORDS**



## CONFIDENTIALITY OF PUPIL RECORDS

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## **CONFIDENTIALITY OF PUPIL RECORDS**

### **5.1 PURPOSE AND SCOPE**

Local Educational Agencies (LEAs) must establish policies, procedures and rights related to confidentiality of pupil records. Policies and procedures must be consistent with State and federal laws and regulations, including the Family Educational Rights and Privacy Act of 1974 (FERPA). Procedures describe the required notice to parents, right to access pupil records, record keeping procedures, retention and destruction of pupil records, and requests for amendment of pupil records.

### **5.2 PARENT RIGHT TO ACCESS**

Parents have the right to inspect and review all education records that relate to their child with respect to the identification, assessment, and educational placement of the child and the provision of a free, appropriate public education, which are collected, maintained, or used by agency.

Each agency shall permit parents access to records without unnecessary delay no more than five (5) business days after the request has been made either orally or in writing. This includes access to and confidentiality of public records including LEAs educating pupils with disabilities in State hospitals, developmental centers, and youth and adult

facilities. The LEA may not charge a fee for retrieval of information. The agency may charge a fee for copies of records, which are made for parents, if the fee does not prevent the parents from exercising their right to inspect and review these records.

#### **5.2.A Definition of Parent:**

Natural parent; adoptive parent; legal guardian; child, the child himself (if of legal age, 16 years or 18 years or completed tenth grade, depending upon the purpose); or a surrogate parent who has been appointed. If the parents are divorced or legally separated, only the parent having legal custody may challenge the contents of a record, offer a written response to a challenged record, or consent to the release of records to others, provided however, that either parent may grant consent if both parents have notified, in writing, the school or school district that such an agreement has been made. Both parents have an unqualified right to see all materials in their child's file, unless there is a court order the contrary.

#### **5.2.B Definition of Access:**

Access means a personal inspection and review of a record or an accurate copy of a record, an oral description or communication of a record, or receipt of a copy of a record.

### **5.3 NOTICE TO PARENTS**

Parents must be notified, in writing, of their rights to inspect and review the school records of their children. This must be done at the time of initial enrollment and annually thereafter. Notice should be in their native language and include information on policies, procedures, and rights related to record keeping including the Family Educational Rights and Privacy Act of 1974 (FERPA). The notice will contain the following specific information:

- The types of records and information contained therein.
- The position of the official responsible for the maintenance of each type of record.
- The location of the log or record required to be maintained.
- Criteria used by the district to define "school officials and employees" and in determining "legitimate educational interest."

- The policies of the district for reviewing and expunging records.
- The right of the parent to access pupil records.
- The procedures for challenging the content of pupil records.
- The cost, if any, charged to the parent for reproducing copies of records.
- The categories of information which the institution has designated as directory information.
- Any other rights stated in the California Education Code and the right to file a complaint with Department of Health, Education and Welfare (FERPA).
- Notice of all locations where copies of the policies and procedures regarding the General Education Provisions Act and confidential pupil records may be obtained.

The right to inspect and review also includes responses to reasonable requests for explanations and interpretations of the records and the right to have a representative of the parent inspect and review the records. (See provision regarding written parental releases.)

### **5.3.A Recommended Procedure:**

If a parent wishes to inspect school records, they complete and return "Parent Request for Access to Pupil Records." (Refer to sample on Page A-1.) When this form is returned, it should be time/date stamped to show when it was received by the school office. Enter program, dates of attendance, teacher and principal on lower portion of form. Log date received, pupil name and program name in the "Parent Access Request Log." (Refer to sample on Page A-2.)

The request is given to a certificated staff member who interprets the records where necessary. The certificated staff member schedules an appointment with the parent within five business days and reviews the contents of the pupil's folder with the parent. If photocopies are requested, copy the requested material immediately if possible. If not possible, mail to the parent within one or two days of the request. The Request Form is filed in pupil's folder.

Even though records from physicians may be stamped "Confidential" or a psychologist's report contains sensitive or potentially upsetting information, the parent or eligible student has full rights of access. (EC 49061, 49063)

#### 5.4. SAFEGUARDS

Agencies/districts must protect the confidentiality of personally identifiable information at collection, storage, disclosure and destruction stages.

One official at each agency must assume responsibility for ensuring the confidentiality of any personally identifiable information. All persons collecting or using personally identifiable information must receive training or instruction regarding the state policies and procedures as stated in the annual program plan.

**Each agency must maintain for public inspection a current list of names and positions of those employees who have access to personally identifiable information.**

#### 5.5. RELEASE OF INFORMATION FROM PUPIL RECORDS

##### 5.5.A Release of Directory Information

(1) At the time of enrollment, and annually thereafter, parents must be given an opportunity to sign an "Objection to Release of Directory Information" Form. When the Form is returned by the parent to the school, the school must file it in the pupil's records.

(2) If the parents have not filed an objection, the following directory information may be supplied to employers, prospective employers, representatives of the news media, officials of public agencies and nonprofit agencies:

- Name
- Address
- Telephone
- Date & place of birth
- Major field of study
- Dates of attendance  
attended by student
- Degrees and awards received
- Participation in officially recognized activities and sports
- Weight/height of members of athletic teams
- Most recent public or private school

**5.5.B Release of Information Not Requiring Parent/Guardian Authorization**

(1) The following categories of individuals and agencies are recognized as maybe having a “legitimate educational interest” in the contents of a pupil’s educational records, and if so, be granted access without written parental consent:

- School officials, including teachers within the educational agency who have a legitimate educational interest, and members of attendance review boards.
- Officials of other schools or school systems in which the student seeks or intends to enroll.
- Authorized representatives of the Comptroller General of the United States, the Secretary of Health, Education, and Welfare, an administrative head of an education agency, or by State Educational authorities.
- State and local officials or authorities to which such information is specifically required to be reported or disclosed pursuant to State statute adopted prior to November 19, 1974.
- Parents of pupils 18 years or older who are dependents as defined in the IRS Code.
- Pupils 16 years or older or having completed the tenth grade who request access.
- Education Code section 49076 also requires access without written parental consent of any district attorney participating in or conducting a truancy mediation program or in the prosecution of a truancy petition; a prosecuting agency concerning the failure of a parent or guardian to comply with the compulsory education law; a probation officer or district attorney for the purpose of criminal investigation or investigation of a student who has been declared a ward of the court or involving a condition of probation. However, the federal government has stated that the release to such persons would be a violation of federal law (FERPA). For that reason, before information is released to such persons or agencies the District should require that a court order be issued.

- Subject to regulations of the Secretary in connection with an emergency, appropriate persons if the knowledge of such information is necessary to protect the health or safety of the student or other persons.
- Agencies or organizations in connection with a student's applications for, or receipt of, financial aid.
- County Election Officials,
- Accrediting organizations in order to carry out their accrediting functions.
- Organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating or administering predictive tests, administering student aid programs, and improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted.
- Officials and employees of private schools or school systems where the pupil is enrolled or intends to enroll. Upon such requests, the requester must notify the parent of his right to receive a copy of the record and the right to challenge the content of the record.

(2) A school district is not authorized to permit access to pupil records to any person (except those specified above) without parental or eligible student consent or under judicial order. Information concerning a student shall be furnished in compliance with a court order. The school district shall make a reasonable effort to notify the parent and the pupil in advance of such compliance if lawfully possible within the requirements of the judicial order.

### **5.5.C Consent To Release Student Records**

- (1) Written consent must specify the records to be released, identify the party or class of parties to whom records may be released, state the purpose(s) of the disclosure and be signed and dated by the parent or eligible student.
- (2) The recipient of the records must be notified that the transmission of information to others without the written consent of the parent is



prohibited; however, information may be shared with other persons within the educational institution obtaining access, as long as such persons have a legitimate interest in the information.

- (3) Whenever a pupil reaches the age of 18 years or is attending an institution of post-secondary education, the permission or consent required of, and the rights accorded to, the parents or guardian of the pupil shall thereafter only be required of, and accorded to, the pupil.

*(EC 49061, 49073, 49076)*

## 5.6 LOG OF REQUESTS FOR INFORMATION

All requests of individuals or agencies with the exceptions of "other school officials" above and parents, must be recorded in a record or log of requests for information, except for directory information recipients. The log or record must be open to the inspection by a parent and the school officials or his designee responsible for the maintenance of pupil records and to other school officials with legitimate educational interests in the records, and to the Comptroller General of the United States, the Secretary of Health, Education and Welfare and administrative head of an educational agency as defined in PL 93-380, and state educational authorities as a means of auditing the operation of the system.

The log or record must contain the following information: the name of the requesting party and the legitimate interest of the party. The log should be kept with the student's educational records.

### **Recommended Procedure:**

- Upon receipt of a written request for "directory" information from a group authorized to receive it, check pupil folder for "objection to release" form. (If no objection form is present, supply information). The law does not require logging requests for directory information.
- If request is oral, verify identity of requester by calling back. If any doubt as to identity of requester, require a request submitted in writing, on official letterhead.
- Upon receipt of a written request for information, ascertain whether or not it falls into the authorized categories as defined in Section above. If it does, supply the information as explained above. If it does not, log request and mail the requester an Exchange of Information form accompanied by the form letter (Appendix A-3).

- When the Exchange of Information form is returned to you, supply information together with transmittal letter (Appendix A-4). The law does not require logging of requests accompanied by authorization.

(EC 49064)

## 5.7. AMENDMENT OF RECORDS

### 5.7.A Grounds for Amendment

If parents desire to challenge the content of pupil records, they must establish that one of six specific grounds exists and provide a written request to correct or remove the information to the superintendent.

Grounds for amendment include:

- Inaccurate information.
- Information is unsubstantiated personal conclusion or inference.
- Information is a conclusion or inference outside the observer's area of competence.
- Information is not based on personal observation
- Misleading information.
- Information in violation of the privacy or other right of the pupil.

(EC 49070)

### 5.7.B Hearing Procedures

- Within thirty (30) days after receipt of a written request a superintendent or designee meets with the parent and the certificated employee who recorded the information, if the employee is presently employed by the District.
- The superintendent may sustain or deny the allegations of the parent, either permitting the record to stand or authorizing its removal and destruction.
- Within thirty (30) days the parent may file a written appeal to the governing board if the parent is dissatisfied with the decision of the superintendent.
- Within thirty (30) days after receipt of such an appeal the governing board must hold a closed hearing with the parent and with the teacher, if he or she is still employed by the District. The Board's decision is final. Records of the hearing are confidential and are to be destroyed after one year unless further legal action is pending.

- As an alternative, the superintendent and the governing board may convene a hearing panel if the parent gives written consent to release the relevant pupil's records to the members of the panel.
- The hearing panel consists of the chairperson who is a school principal in a school other than the one where the record is located, a certificated employee appointed by the parent, and a parent, appointed by the superintendent or the governing board, who is not acquainted with the pupil.
- The hearing panel meets in closed session to hear from the parent and the teacher who recorded the information, if available. The panel is provided with copies of the record in question and makes written findings of fact and a written decision.
- The findings of the panel are forwarded to the superintendent or the governing board depending on who convened the panel.
- The proceedings of the panel may not be disclosed or discussed by panel members except in their official capacity.
- If, as a result of the hearing, the agency does not agree with the parent, it will inform the parent of the right to place in the child's records a statement commenting on the record or explaining any reasons they disagree with the decision of the agency.

*(EC 49070, 49071)*

## **5.8. RETENTION AND DESTRUCTION OF PUPIL RECORDS**

No pupil records may be destroyed except pursuant to established District rules and regulations which must comply with the procedure for destruction of records contained in California Code of Regulations, Title 5, sections 16020 and following, or as provided in Education Code sections 49070 (b) and (c) relating to the destruction of records that have been successfully challenged as inaccurate or unsubstantiated.

An agency may not destroy any educational record if there is an outstanding request to inspect or review them. Logs or records of access must be maintained as long as the educational record to which it pertains is maintained.

As documents are received by the records custodian at each site, he or she shall initial them to indicate the type of records involved. There are three types of records: mandatory permanent (MP), mandatory interim (MI), and permitted (P).

After records are classified, they must then be classified for destruction according to the timelines contained in Title 5.

#### **5.8.A Mandatory Permanent Records include:**

- Legal name of pupil
- Date of birth
- Method of verification of date of birth
- Sex of pupil
- Place of birth
- Name and address of a parent of a minor pupil
  1. Address of minor pupil if different
  2. An annual verification of the name and address of the parent and residence of the pupil
- Entering and leaving date for each school year and for any summer session or other extra session
- Subjects taken during each year, half-year, summer session or quarter
- If marks or credits are given, the marks or number of credits toward graduation allowed for work taken
- Verification of, or exemption from, required immunizations
- Date of high school graduation or equivalent
- Evidence of pupil's disability and participation in special education program, if applicable

These mandatory permanent records must be forwarded to a requesting school, but the original or copy must be retained permanently. This includes many items in the cum file.

Mandatory Permanent Records that have been in inactive status for five years shall be microfilmed.

(5CCR 430,432)

**5.8.B Mandatory Interim Records** are those records which schools are required to compile and maintain for stipulated periods of time and are then destroyed when usefulness ceases in accordance with Section 16027 of this title during the third school year following such classification. These records must be

forwarded to all California schools and may be forwarded to other schools. Such records include:

- Access log
- Health records
- Participation in special education programs including required tests, case studies, authorizations and actions necessary to establish eligibility or discharge
- Language training records
- Progress slips and/or notices as required by Education Code Sections 49066 and 49067
- Parental restrictions regarding access to directory information or related stipulations
- Parent rejoinders to challenged records and to disciplinary action
- Parental authorizations or prohibitions of pupil participation in specific programs
- Results of standardized tests administered within the preceding three years

(5CCR 430, 432)

#### **5.8.C Permitted Records**

- Objective counselor and/or teacher ratings
- Standardized test results older than three years
- Verified reports of relevant behavioral patterns
- All disciplinary notices
- Attendance records not covered in the California Code of Regulation, Title 5 section 400 (records related to ADA or to compulsory education)

NOTE: A confusing portion of the statute, the term “unless forwarded” language appears to give the district the option of simply forwarding the file to the next school, avoiding the issue of retention altogether. However, unless the school is another California public school, districts should use the three year rule. If the new school is a California public school the mandatory interim records could simply be forwarded on.

(5CCR 430, 432)

### 5.8.D Destruction Procedures

#### (1) Destruction of Permitted Records

Permitted pupil records may be destroyed when their usefulness ceases. They may be destroyed after six months following the pupil's completion of or withdrawal from the educational program.

*(5CCR 437)*

#### (2) Destruction of Mandatory Interim Records

Unless forwarded to another district, mandatory interim pupil records may be adjudged to be disposable when the student leaves the district or when their usefulness ceases. Destruction shall occur during the third school year following such classification.

Special Education Records fall into the middle category, "mandatory interim records". These records may be destroyed three years after the student leaves the district or three years after "usefulness ceases". The better practice is to destroy records only after the student has been gone from the district for at least three years. If the student is with the district for a long time then the term "usefulness" could be interpreted for a triennial period, thereby making the holding period equal six years. This only applies to Special Education Records, Mandatory Permanent records must be kept forever.

*(5CCR 437)*

### 5.9 CONFIDENTIALITY OF PUPIL RECORDS CONTAINING I.Q. INFORMATION

The following guidelines implement the California State Department of Education Directives dated December 3, 1986, and October 15, 1987, regarding the use of I.Q. tests in the assessment of African-American pupils for special education services.

As of September, 1986, school districts may not use intelligence tests in the assessment of African-American pupils who have been referred for special education services. The prohibition against using I.Q. tests for identifying or placing African-American pupils in special education means that parents of African-American pupils shall not be asked if they want to consent to the use of such tests. An I.Q. test may not be given to a African-American pupil even with parental consent. There are no special education related purposes for which I.Q. tests shall be administered.

**5.9.A I.Q. Test Protocols**

When a school district receives records containing I.Q. test protocols from other agencies, out-of-state school districts, military facilities, or independent assessors, these records shall be forwarded to the parent. I.Q. test scores contained in the records shall not become a part of the pupil's current school record.

**5.9.B Pre-existing records containing I.Q. scores or references to information from I.Q. tests must be permanently sealed.**

Before sealing the records of these students:

- The parents must be notified that the records will be sealed because of a court decision which prohibits the use of intelligence tests for African-American students for any purpose related to special education. (Appendix A-7)
- A qualified professional (school psychologist) will identify appropriate data contained in the student's educational records that is an I.Q. score or information that was obtained from or relates to an intelligence test.
- The school psychologist will seal all I.Q. related information as described below.
- The school psychologist will purge the I.Q. related information from the educational records. The remaining information will then become part of the student's educational record.

**5.9.C Record Sealing Procedure**

The school psychologist will place all I.Q. related information in an envelope provided by the school district and seal the envelope. He/she will label the outside of the envelope with the student's name and a notation that the envelope contains sealed educational records and may not be opened. The outside of the envelope shall also indicate that the Director of Special Education must be consulted for information concerning the contents of the envelope.

Sealed records must be maintained by the district for five years.

The sealing process must be completed before a student is reevaluated for special education or transfers to a new district.

## **5.10 PROOF OF SERVICE BY MAIL FORM**

### **5.10.A Purpose**

The purpose of a Proof of Service by Mail form is to create a legal presumption of service of the document(s) by mail. The presumption created may be legally rebuttable when service becomes an issue during a court or administrative proceeding.

### **5.10.B Recommended Procedures**

- (1) Fill out form as follows (Appendix A-7).**
  - **Signer**—the person who will actually mail the document(s). This should be a district employee, who would not be directly connected with a potential court or administrative proceeding. A secretary would be a logical person to mail the document(s) and sign the form.
  - **Mailing Address**—It is imperative that the most current address according to the district's records or knowledge be used.
- (2) Prepare and sign form.** Attach a copy of the signed form to the documents being mailed.
- (3) Check the appropriate box concerning the method of mailing,** which can include the use of the District mail room.
- (4) Keep the signed original in the student's file as proof of service of the documents by mail.**

Refer to Appendix A, A-1 through A7 for sample forms and letters for above procedures.



## SAMPLE FORMS AND LETTERS

- Appendix A-1: Parent Request for Access to Pupil Records
- Appendix A-2: Parent Access Request Log
- Appendix A-3: Authorization for Release of Student Records
- Appendix A-4: Sample Cover Letter for Authorization for Release of Student Records
- Appendix A-5: Sample Cover Letter When Sending Student Records
- Appendix A-6: Sample Parent Letter Regarding Intelligence Test Information
- Appendix A-7: Proof of Service by Mail





## AUTHORIZATION FOR RELEASE OF STUDENT RECORDS APPENDIX A-3

Name of District/Unit/SELPA \_\_\_\_\_

We/I, the parent(s) of \_\_\_\_\_

authorize the release by \_\_\_\_\_

to \_\_\_\_\_ of the information

described below that is contained in his/her school record.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

---

**To be completed by Requester**

Description of information requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Student's Name \_\_\_\_\_ Birthdate \_\_\_\_\_

Name of School \_\_\_\_\_

Parent/Guardian \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Return to: \_\_\_\_\_

Name of Requester

Position of Requester

Address \_\_\_\_\_

\_\_\_\_\_  
.

Purpose of request: \_\_\_\_\_

If records are disclosed to me I understand that I may not disclose the information to any other party without prior written parental/guardian consent.

Re: \_\_\_\_\_ Date \_\_\_\_\_

**SAMPLE COVER LETTER FOR  
AUTHORIZATION FOR RELEASE OF STUDENT RECORDS  
APPENDIX A-4**

Dear \_\_\_\_\_

Your request for information concerning the student named above was recently received by this office. Provisions of state and federal laws require that an authorization for release of student records accompany your request.

A copy of this release form has been enclosed for your convenience. Please submit your written request and the completed release form to the undersigned for prompt processing.

Your cooperation is appreciated.

Sincerely,

Department of Special Schools & Services  
Enclosures

SAMPLE COVER LETTER WHEN SENDING STUDENT  
RECORDS  
**APPENDIX A-5**

Re: \_\_\_\_\_ Date \_\_\_\_\_

Dear \_\_\_\_\_

Enclosed is the information you requested concerning the student named above. The transmission of this information to others without the written consent of the parent/guardian is prohibited.

Sincerely,

Enclosure

**SAMPLE PARENT LETTER REGARDING INTELLIGENCE  
TEST INFORMATION  
APPENDIX A-6**

Dear Parent/Guardian:

Public schools have been instructed to seal pre-existing educational records containing intelligence scores and/or references to information from intelligence tests of African-American special education students. This action is based upon a court decision which prohibits the use of intelligence tests for African-American students for any purpose related to special education. A copy of your child's sealed records will be provided to you upon request.

Please feel free to contact this office if you have any questions.

Sincerely,

cc: Special Education Record  
Cumulative Record

## PROOF OF SERVICE BY MAIL APPENDIX A-7

### PROOF OF SERVICE BY MAIL

1. I am over the age of 18 and **not a party to this cause**. I am a resident of or employed in the county where the mailing took place and my residence or business address is:

---

---

2. I served a copy of the following documents:

---

---

---

3. I served a copy of the foregoing documents by mailing them in a sealed envelope with first class postage fully prepaid, to the address stated below, as follows:

- o I deposited the envelope with the United States Postal Service.
- o I placed the envelope for collection and processing for mailing following this business's ordinary practice with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.
- o I faxed a copy of the above described document to the following fax number:

---

- o I caused to be hand delivered by messenger.

4. Date of Service: \_\_\_\_\_

5. Place Mailed From: \_\_\_\_\_

6. \_\_\_\_\_ Addressed As Follows:

---

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Signature



# **CHAPTER 6**

## **SPECIAL EDUCATION ELIGIBILITY CRITERIA AND IEP PLANNING GUIDELINES**

## SPECIAL EDUCATION ELIGIBILITY CRITERIA AND IEP PLANNING GUIDELINES

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## **SPECIAL EDUCATION CRITERIA AND IEP PLANNING GUIDELINES**

### **6.1 PURPOSE AND SCOPE**

The purpose of this document is to define the specific processes and procedures involved in determining a student's need to receive special education and related services. It is not meant to determine instructional setting or placement. Those determinations are made by the IEP Team based on identified student needs.

The determination of eligibility must be based on the findings of a multi-disciplinary assessment where no single test or single observer is the sole determining factor. The IEP Team must assure that the student's academic needs cannot be met through modifications of the regular education program and that the disability, even with corrections and modifications, adversely affects the individual's educational performance. The IEP Team must also assure that all areas of suspected disability have been assessed. There shall be further documentation that race, cultural differences, economic disadvantage, language background, limited school experience and poor attendance are not primary contributing factors to the results of the assessment. The IEP Team will determine eligibility, present levels of performance, areas of need and goals that address each area of need. Goals and (objectives if required) will be supported by appropriate services in the least restrictive environment as determined by the IEP Team for the child to receive educational benefit.

## 6.2 PRIOR TO REFERRAL FOR SPECIAL EDUCATION

The Student Study Team, or the referring instructional personnel, shall document that academic interventions and accommodations/modifications of the regular program and research-based interventions have been attempted and that the results of those strategies have not been effective in meeting the student's need for an appropriate education. Students shall be referred for special education and related services only after the resources of the regular education program have been considered and, where appropriate, utilized.

## 6.3 REFERRAL

C.C.R., Title 5, Sec. 3021. REFERRAL

- (a) All referrals for special education and related services shall initiate the assessment process and shall be documented. When a verbal referral is made, staff of the school district, special education local plan area, or county office shall offer assistance to the individual in making a request in writing, and shall assist the individual if the individual requests such assistance.
- (b) All school staff referrals shall be written and include:
  - (1) A brief reason for the referral.
  - (2) Documentation of the resources of the regular education program that have been considered, modified, and when appropriate, the results of intervention. This documentation shall not delay time lines for completing the assessment plan or assessment.

## 6.4 ASSESSMENT

E.C. Sec. 56327: The personnel who assess the pupil shall prepare a written report, or reports, as appropriate, of the results of each assessment. The report shall include, but not be limited to, all the following:

- (a) Whether the pupil may need special education and related services.
- (b) The basis for making the determination.
- (c) The relevant behavior noted during the observation of the pupil in an appropriate setting.
- (d) The relationship of that behavior to the pupil's academic and social functioning.
- (e) The educationally relevant health and development, and medical findings, if any.
- (f) A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate.
- (g) The need for specialized services, materials, and equipment for the pupils with low incidence disabilities, consistent with guidelines established pursuant to Section 56136.

## C.C.R., Title 5, Sec. 3023. ASSESSMENT

- (a) In addition to provisions of Section 56320 of the Education Code, assessments shall be administered by qualified personnel who are competent in both the oral or sign language skills and written skills of the individual's primary language or mode of communication and have a knowledge and understanding of the cultural and ethnic background of the pupil. If it clearly is not feasible to do so, an interpreter must be used, and the assessment report shall
- (b) document this condition and note that the validity may have been affected.
- (c) The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance shall not be diagnosed as a disabling condition.

## E.C., Sec. 56320:

- (g) The assessment of a pupil, including the assessment of a pupil with a suspected low incidence disability, shall be conducted by persons knowledgeable of that disability. Special attention shall be given to the unique educational needs, including, but not limited to, skills and the need for specialized services, materials, and equipment consistent with guidelines established pursuant to Section 56136.

**6.5 ELIGIBILITY CRITERIA**

A pupil shall qualify as an individual with exceptional needs, pursuant to Section 56026 of the Education Code, if the results of the assessment as required by Section 56320 demonstrate that the degree of the pupil's impairment as described in Section 3030 (a through j) requires special education in one or more of the program options authorized by Section 56361 of the Education Code. The decision as to whether or not the assessment results demonstrate that the degree of the pupil's impairment requires special education shall be made by the individualized education program team, including assessment personnel in accordance with Section 56341 (d) of the Education Code. The individualized education program team shall take into account all the relevant material which is available on the pupil. No single score or product of scores shall be used as the sole criterion for the decision of the individualized education program team as to the pupil's eligibility for special education. The specific processes

and procedures for implementation of these criteria shall be developed by each Special Education Local Plan Area and be included in the Local Plan pursuant to Section 56220 (a) of the Education Code.

Eligibility Criteria are separated into thirteen federal classifications. Students need only to meet eligibility under one of these federal classifications. (34 C.F.R., Part 300.7.)

### **Severe Disabilities and Non-severe Disabilities**

Students meeting eligibility under some of the above federal classifications are considered to be severely disabled as follows:

E.C., Sec. 56030.5

"Severely disabled" means individuals with exceptional needs who require intensive instruction and training in programs serving pupils with the following profound disabilities: autism, blindness, deafness, severe orthopedic impairments, serious emotional disturbances, severe intellectual disability, and those individuals who would have been eligible for enrollment in a development center for handicapped pupils under Chapter 6 (commencing with Section 56800) of this part, as it read on January 1, 1980.

#### **6.5.A AUTISM (AUT): A severely disabling condition.**

##### Definition:

C.C.R., Title 5, Sec. 3030

A pupil exhibits any combination of the following autistic-like behaviors, to include but not be limited to:

- (1) An inability to use oral language for appropriate communication.
- (2) A history of extreme withdrawal or relating to people inappropriately and continued impairment in social interaction from infancy through early childhood.
- (3) An obsession to maintain sameness.
- (4) Extreme preoccupation with objects or inappropriate use of objects or both.
- (5) Extreme resistance to controls.
- (6) Displays peculiar motoric mannerisms and mobility patterns.
- (7) Self-stimulating, ritualistic behavior.

## C.F.R. 300.7 (c) (1)

Autism means a developmental disability significantly affecting verbal and nonverbal communication and social interaction, generally evident before age 3 that adversely affects a child's educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences. The term does not apply if a child's educational performance is adversely affected primarily because the child has an emotional disturbance.

**IMPLEMENTATION PROCEDURES**

A multi-disciplinary team shall assess a student. Relevant information includes all of the following:

- A written report from a school psychologist or other person with experience and training in working with autistic individuals.
- A written report from a speech/language specialist addressing verbal and non-verbal communication skills.
- Assessment/observation which indicates that the behavioral manifestations are so severe that the student requires intensive special education and/or related services.

**6.5.B DEAF-BLINDNESS (DB):** A severely disabling condition.Definition:

C.C.R., Title 5, Sec. 3030

combination of which causes severe communication, developmental, and educational problems.

## C.F.R. 300.7 (c)(2)

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

**IMPLEMENTATION PROCEDURES**

A multi-disciplinary team shall assess a student. Relevant information includes all of the following:

- The effect of the disability on communication, social, emotional, physical, educational, and other areas of development.
- Current audiological measures of auditory functioning which documents a hearing loss, with and without amplification, as determined by a qualified audiologist.
- Performance which reveals significant dysfunction directly related to the physical impairment.
- A written report of an eye examination by either a physician or an optometrist which states that the student's central visual acuity is 20/200 or less Assessment of receptive and expressive communication skills and current education in the better eye after best correction with conventional spectacle lenses, or visual acuity is better than 20/200 if there is a field defect in which the widest diameter of the visual field is no greater than 20 degrees.

**6.5.C DEAFNESS (D):** A severely disabling condition.Definition:

C.C.R., Title 5, Sec. 3030

A pupil has a hearing impairment whether, permanent or fluctuating, which impairs the processing of linguistic information through hearing, even with amplification, and which adversely affects educational performance. Processing linguistic information includes speech and language reception and speech and language discrimination.

C.F.R. 300.7(c)(3)

Deafness means a hearing impairment that is so severe that the child is impaired in processing linguistic information through hearing, with or without amplification, that adversely affects a child's education performance.

Deafness: This hearing impairment is so severe that an individual is impaired in processing linguistic information through hearing with or without amplification. This condition adversely affects expressive or



receptive communication or both, developmental growth, and/or educational performance.

### **IMPLEMENTATION PROCEDURES**

A multi-disciplinary team shall assess a student. Relevant information to be considered includes:

- Current audiological measures of auditory functioning with and without amplification as determined by a qualified audiologist.
- Current assessment of receptive and expressive communication skills and current educational performance reveals significant impairment.

**6.5.D HEARING IMPAIRMENT (HI):** A severely or non-severely disabling condition.

#### **Definition:**

C.C.R., Title 5, Sec. 3030

A pupil has a hearing impairment, whether permanent or fluctuating, which impairs the processing of linguistic information through hearing, even with amplification, and which adversely affects educational performance. Processing linguistic information includes speech and language reception and speech and language discrimination.

C.F.R. 300.7 (c)(5)

Hearing impairment means an impairment in hearing whether permanent or fluctuating, that adversely affects a child's educational performance but that is not included under the definition of deafness in this section.

**Hard of hearing:** This hearing impairment, whether permanent or fluctuating, adversely affects an individual's expressive and/or receptive communication, developmental growth, and/or educational performance and makes difficult, but does not preclude, the processing of linguistic information through hearing, with or without amplification.

**IMPLEMENTATION PROCEDURES**

A multi-disciplinary team shall assess a student. Relevant information to be considered includes:

- Current audiological measures of auditory functioning with and without amplification as determined by a qualified audiologist.
- Current assessment of receptive and expressive communication skills and current educational performance reveals significant impairment.

**6.5.E INTELLECTUAL DISABILITY (ID):** A severely or non-severely disabling condition.**Definition:**

C.C.R., Title 5, Sec. 3030

A pupil has significantly below average general intellectual functioning existing concurrently with deficits in adaptive behavior and manifested during the developmental period, which adversely affect a pupil's educational performance.

C.F.R. 300.7(c)(6)

Intellectual disability means significantly subaverage general intellectual functioning, existing concurrently with deficits in adaptive behavior and manifested during the developmental period, that adversely affects a child's educational performance.

**IMPLEMENTATION PROCEDURES**

A student shall be assessed by a multi-disciplinary team. Relevant information to be considered shall include all of the following:

- The determination of a significant discrepancy (minimum of two standard deviations) between chronological age and ability level, as determined by a credentialed school psychologist.
- An adaptive behavior measure administered by a school psychologist.

- A report by a school psychologist of an observation of the student in the home and/or school situations to confirm that the student's adaptive behavior is significantly below the expectancy level for chronological age. The report shall describe the observed behavior, the environment in which the behavior occurred, culturally appropriate peer and adult interactions, and any other factors relevant to adaptive behavior.
- A developmental history and current medical history including vision and hearing testing.
- The cumulative results, from the multi-disciplinary team, of the examinations and observations investigating such factors as health and developmental history, language development, school achievement, adaptive behavior, and psychological processing substantiate individual test scores indicating mild, moderate or profound delays in overall levels of functioning. These results must verify the need for an educational program which emphasizes, but is not limited to, the development of some or all of the following:
  - Self-help skills
  - Environmental awareness
  - Survival skills
  - Self sufficiency
  - Communication/language
  - Economic usefulness (work skills, vocational education)
  - Independent or semi-independent living skills

The IEP Team shall document that other factors such as racial, cultural, and language background are not major contributing factors to the results of the assessments.

**6.5.F MULTIPLE DISABILITIES (MH):** A severely disabling condition.

Definition:

34 C.F.R. 300.7 (c)

"Multiple disabilities" means concomitant impairments (such as intellectual disability-blindness, intellectual disability-orthopedic impairment, etc.), the combination of which causes such severe educational problems that they cannot be accommodated in special

education programs solely for one of the impairments. The term does not include deaf-blindness.

### **IMPLEMENTATION PROCEDURES**

A pupil shall be defined as having multiple disabilities when the IEP team determines that the pupil has two or more concomitant disabilities and the combination of disabilities requires unique modifications and support.

A written report by a school psychologist shall include an assessment on adaptive behaviors.

#### **6.5.G ORTHOPEDIC IMPAIRMENT (OI):** A severe or non-severe disabling condition.

##### Definition:

C.C.R., Title 5, Sec 3030 (e)

A pupil has a severe orthopedic impairment which adversely affects the pupil's educational performance. Such orthopedic impairments include impairments caused by congenital anomaly, impairments caused by disease, and impairments from other causes.

C.F.R. 300.7(c)(8)

Orthopedic impairment means a severe orthopedic impairment that adversely affects a child's educational performance. The term includes impairments caused by congenital anomaly (e.g., clubfoot, poliomyelitis, bone tuberculosis, etc.) and impairments from other causes (e.g., cerebral palsy, amputations, and fractures or burns that cause contractures).

### **IMPLEMENTATION PROCEDURES**

A student shall be assessed by a multi-disciplinary team. Relevant information to be considered includes:

- Observation/assessment by a person with knowledge of orthopedic disabilities, who is trained to select, administer and interpret assessments that accurately measure the abilities of the student.

- A review of medical records which document a diagnosis of physical impairment which may adversely affect educational performance, such as any of the following:
- Cerebral Palsy
- Poliomyelitis
- Infections, including but not limited to, bone and joint tuberculosis and osteomyelitis
- Congenital anomalies including, but not limited to, amputation, clubfoot, dislocations, or spinal bifida
- Birth injury, including but not limited to, Erb's palsy and fractures
- Trauma, including but not limited to, amputations, burns or fractures
- Tumors, including but not limited to, bone tumors or bone cysts
- Developmental diseases, including but not limited to, coxaplane or spinal osteochondritis
- Other conditions, including but not limited to, fragile bones, muscular atrophy, muscular dystrophy, Perthe's disease, or juvenile rheumatoid arthritis

**6.5.H OTHER HEALTH IMPAIRMENT (OHI):** A severe or non-severe disabling condition.

Definition:

C.C.R., Title 5, Sec 3030

A pupil has limited strength, vitality or alertness, due to chronic or acute health problems which adversely affects a pupil's educational performance. In accordance with Section 56026 (e) of the Education Code, such physical disabilities shall not be temporary in nature as defined by Section 3001 (v).

C.F.R. 300.8 (c)(9): Other health impairment means having limited strength, vitality or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment, that –

- (i) Is due to chronic or acute health problems such as asthma, attention deficit disorder or attention deficit hyperactivity disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, and sickle cell anemia; and Tourette Syndrome, and (ii) adversely affects a child's educational performance.

### **IMPLEMENTATION PROCEDURES**

Student shall be assessed by a multi-disciplinary team. Relevant information includes the following:

- The school nurse shall provide the IEP team with specific medical information related to physical limitations and their projected duration.
- Qualified assessors shall include in reports the results of observations within the regular program.

(See Eligibility Summary Form for further procedures.)

#### **6.5.I EMOTIONAL DISTURBANCE (ED):** A severely or non-severely disabling condition.

##### Definition:

C.C.R., Title 5, Sec. 3030

Because of a emotional disturbance, a pupil exhibits one or more of the following characteristics over a long period of time and to a marked degree, which adversely affect educational performance:

- (1) An inability to learn which cannot be explained by intellectual, sensory, or health factors.
- (2) An inability to build or maintain satisfactory interpersonal relationships with peers and teachers.
- (3) Inappropriate types of behavior or feelings under normal circumstances exhibited in several situations.
- (4) A general pervasive mood of unhappiness or depression.

(5) A tendency to develop physical symptoms or fears associated with personal or school problems.

C.F.R. 300.7(c)(4)

Emotional disturbance is defined as follows:

- (i) The term means a condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a child's education performance:
  - (A) An inability to learn that cannot be explained by intellectual, sensory, or health factors.
  - (B) An inability to build or maintain satisfactory interpersonal relationships with peers and teachers.
  - (C) Inappropriate types of behavior or feelings under normal circumstances.
  - (D) A general pervasive mood of unhappiness or depression.
  - (E) A tendency to develop physical symptoms or fears associated with personal or school problems.
- (ii) The term includes schizophrenia.  
The term does not apply to children who are socially maladjusted, unless it is determined that they have an emotional disturbance.

### **IMPLEMENTATION PROCEDURES**

A multi-disciplinary team shall assess a student. Relevant information includes the following:

- A report written by a credentialed school psychologist documenting the presence of a serious emotional disturbance. The report shall include a summary of previous and current assessments of educational and emotional status, educational history, home and school observations, health and developmental history, and attempted interventions.
- Eligibility as emotional disturbance for purposes of educational placement and/or services shall not be determined solely on the basis of any non-educational evaluation (including evaluations by psychiatrists or clinical psychologists).

- The IEP Team must document the following in order to find that a student has a serious emotional disturbance:
- The disturbance is of such severity that the student's educational needs cannot be met in the regular classroom.
- The presenting educational difficulties are not the result of social maladjustment (E.C. Section 56026 (e)).
- The presenting educational difficulties are not the result of a behavior disorder.
- The behavior has been observed for a period of time longer than six months.
- The inability to learn cannot be explained by intellectual or sensory factors or by limited school experience or poor attendance.

Additional considerations:

- Eligibility is based on a multi-disciplinary assessment of the student's needs.
- The least restrictive environment shall be considered when determining placement.

**6.5.J SPECIFIC LEARNING DISABILITY (SLD):** A non-severe disabling condition.

Definition:

E.C. 56337

A pupil shall be assessed as having a specific learning disability which makes him or her eligible for special education and related services when it is determined that ll of the following exist:

(a) A severe discrepancy exists between the intellectual ability and achievements in one or more of the following academic areas:

Oral Expression

- (1) Listening comprehension
- (2) Written expression
- (3) Basic reading skills
- (4) Reading comprehension
- (5) Mathematics calculation



(6) Mathematics reasoning

(7) Reading fluency

(b) The discrepancy is due to a disorder in one or more of the basic psychological processes and is not the result of environmental, cultural, or economic disadvantages.

(c) The discrepancy cannot be corrected through other regular or categorical services offered within the regular instructional program.

E.C. 56337.5 (a)

(a) A pupil who is assessed as being dyslexic and meets eligibility criteria specified in Section 56337 and subdivision (j) of Section 3030 of Title 5 of the California Code of Regulations for the federal Individuals with Disabilities Education Act (20 U. S. C., Sec. 1400 and following) category of specific learning disabilities is entitled to special education and related services.

C.C.R. Title 5, Sec. 3030

(j) A pupil has a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, which may manifest itself in an impaired ability to listen, think, speak, read, write, spell, or do mathematical calculations, and has a severe discrepancy between intellectual ability and achievement in one or more of the academic areas specified in Section 56337(a) of the Education Code. For the purpose of Section 3030(j):

(1) Basic psychological processes include attention, visual processing, auditory processing, sensory-motor skills, and cognitive abilities including association, conceptualization and expression.

(2) Intellectual ability includes both acquired learning and learning potential and shall be determined by a systematic assessment of intellectual functioning.

(3) The level of achievement includes the pupil's level of competence in materials and subject matter explicitly taught in school and shall be measured by standardized achievement tests.

(4) The decision as to whether or not a severe discrepancy exists shall be made by the individualized education program team, including assessment personnel in accordance with Section 56431(d), which takes into account all relevant material which is available on the pupil. No single score or product of scores, test or procedure shall be used as the sole criterion for the decisions of the individualized education program team as to the pupil's

eligibility for special education. In determining the existence of a severe discrepancy, the individualized education program team shall use the following procedures:

- (A) When standardized tests are considered to be valid for a specific pupil a severe discrepancy is demonstrated by: first, converting into common standard scores, using a mean of 100 and a standard deviation of 15, the achievement test score and the ability test score to be compared; second, computing the difference between these common standard scores; and third, comparing this computed difference to the standard criterion which is the product of 1.5 multiplied by the standard deviation of the distribution of computed differences of students taking these achievement and ability tests. A computed difference which equals or exceeds this standard criterion, adjusted by one standard error of measurement, the adjustment not to exceed 4 common standard score points, indicates a severe discrepancy when such discrepancy is corroborated by other assessment data which may include other tests, scales, instruments, observations, and work samples as appropriate.
- (B) When standardized tests are considered to be invalid for a specific pupil, the discrepancy shall be measured by alternative means as specified on the assessment plan.
- (C) If the standardized tests do not reveal a severe discrepancy as defined in subparagraphs (A) or (B) above, the individualized education program team may find that a severe discrepancy does exist, provided that the team documents in a written report that the severe discrepancy between ability and achievement exists as a result of a disorder in one or more basic psychological processes. The report shall include a statement of the area, the degree, and the basis and method used in determining the discrepancy. The report shall contain information considered by the team, which shall include, but not be limited to:
  - (1) Data obtained from standardized assessment instruments;
  - (2) Information provided by the parent;
  - (3) Information provided by the pupil's present teacher;
  - (4) Evidence of the pupil's performance in the regular and/or special education classroom obtained from observations, work samples, and group test scores;
  - (5) Consideration of the pupil's age, particularly for young children;

- (6) Any additional relevant information; and
- (7) The discrepancy shall not be primarily the result of limited school experience or poor school attendance.
- (8) The discrepancy shall not be due to limited English proficiency.
- (9) The discrepancy shall not be due to lack of appropriate instruction in reading and math.

C.F.R. 300.7 (10)

Specific learning disability is defined as follows:

(i) *General.* The term means a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in an imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia.

(ii) *Disorders not included.* The term does not include learning problems that are primarily the result of visual, hearing, or motor disabilities, of intellectual disability, of emotional disturbance, or of environmental, cultural, or economic disadvantage.

### **IMPLEMENTATION PROCEDURES**

#### **Required Factors in Determining Eligibility**

The IEP Team must verify that the following two requirements have been met in order to state that a student is eligible for special education as a child with a specific learning disability:

- There is a severe discrepancy between ability and achievement.
- There is documented evidence of a processing disorder in one or more of the following areas:
  - Attention
  - Visual processing
  - Auditory processing
  - Sensory-motor skills
  - Cognitive abilities including association, conceptualization, and expression

NOTE: In order for the student to be eligible for special education program and services the team must find that the student's needs cannot be met in the regular program (including categorical services) without special education support.

\*Determination of a Severe Discrepancy

A multi-disciplinary team shall assess a student in one or more of the following areas of academic instruction:

- Oral expression
- Listening comprehension
- Written expression
- Basic reading skills
- Reading comprehension
- Mathematics calculation
- Mathematics reasoning
- Reading fluency

A report written by a credentialed school psychologist shall document that the pupil demonstrates a severe discrepancy between his ability and achievement.

The determination of a severe discrepancy necessitates the use of a standardized achievement test and a test of intellectual ability.

\*NOTE: IDEA 2004 allows for LEAs or SEAs to implement a Response to Intervention Model in lieu of the severe discrepancy model. However, California has not established a process for districts to use RtI at this time. See Chapter 15 for further information.

Additional Considerations:

The psychological processing disorder should be manifested on more than one instrument and be corroborated by an analysis of other test results and observations.

The relationship of the processing disorder to the pupil's academic deficits should be clearly established and become the basis for

instructional planning and development of specific objectives for the student's IEP.

The IEP Team shall ensure that neither the documented psychological processing disorder nor the discrepancy is due to factors of environment, cultural differences or economic disadvantage. Also, neither the documented psychological processing disorder nor the discrepancy may be the result of visual, hearing or motor disabilities, intellectual disability, limited school experience or poor attendance, limited English proficiency or lack of appropriate instruction in reading and math.

**NOTE:** The CDE has not offered guidance on using the Response to Intervention (RtI) method to determine eligibility for SLD at this time. However, districts may begin to pilot it use in determining eligibility.

**6.5.K SPEECH OR LANGUAGE IMPAIRMENT: (SLI):** A non-severe disabling condition.

Definition:

E.C.56333. A pupil shall be assessed as having a language or speech disorder which makes him or her eligible for special education and related services when he or she demonstrates difficulty understanding or using spoken language to such an extent that it adversely affects his or her educational performance and cannot be corrected without special education and related services. In order to be eligible for special education and related services, difficulty in understanding or using spoken language shall be assessed by a language, speech and hearing specialist who determines that such difficulty results from any of the following disorders:

- (a) Articulation disorders, such that the pupil's production of speech significantly interferes with communication and attracts adverse attention.
- (b) Abnormal voice, characterized by persistent, defective voice quality, pitch, or loudness. An appropriate medical examination shall be conducted, where appropriate.
- (c) Fluency difficulties which result in an abnormal flow of verbal expression to such a degree that these difficulties adversely affect communication between the pupil and listener.

- (d) Inappropriate or inadequate acquisition, comprehension, or expression of spoken language such that the pupil's language performance level is found to be significantly below the language performance level of his or her peers.
- (e) Hearing loss which results in a language or speech disorder and significantly affects educational performance.

C.F.R. 300.7 (11)

Speech or language impairment means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child's educational performance.

C.C.R., Title 5, Sec. 3030

- (c) A pupil has a language or speech disorder as defined in Section 56333 of the Education Code, and it is determined that the pupil's disorder meets one or more of the following criteria:

**(1) ARTICULATION**

C.C.R., Title 5, Sec. 3030 (c)

**(1) Articulation Disorder.**

(A) The pupil displays reduced intelligibility or an inability to use the speech mechanism which significantly interferes with communication and attracts adverse attention. Significant interference in communication occurs when the pupil's production of single or multiple speech sounds on a developmental scale of articulation competency is below that expected for his or her chronological age or developmental level, and which adversely affects educational performance.

(B) A pupil does not meet the criteria for articulation disorder if the sole assessed disability is an abnormal swallowing pattern.

**IMPLEMENTATION PROCEDURES**

A student having hearing within the normal speech range shall be assessed as having an articulation disorder when the student demonstrates a developmental delay in the production of one or more phonemes.

- A preschool child between the ages of three and five years must have one or more sound articulation errors delayed by a minimum of six months according to a developmental scale of articulation competency.
- Upon entering kindergarten and up to age eight, a student must have one or more sound articulation errors delayed by a minimum of one year according to a developmental scale of articulation competency. An exception to this year delay would be lateralization of sibilant sounds. Students who produce lateralized s, z, sh, ch, or j, should receive therapy as soon as the sound in error goes beyond the developmental scale.
- Students age eight and above must have one or more misarticulations and demonstrate one or more of the following:
  - Lack of stimulability in syllables/words.
  - Consistency of error in two or more speaking situations.
  - Reduced intelligibility in conversational speech.

## **(2) ABNORMAL VOICE**

C.C.R., Title 5, Sec. 3030 (c)

(2) Abnormal Voice. A pupil has an abnormal voice which is characterized by persistent, defective voice quality, pitch, or loudness.

### **IMPLEMENTATION PROCEDURES**

- A student shall be assessed by a multi-disciplinary team as having abnormal voice when the disorder adversely affects educational performance. When indicated, vocal assessment shall include a medical laryngeal examination.
- The IEP team documents that the abnormal voice is noticeable to both familiar and unfamiliar listeners, interferes with communicating, is noticeable over a long period of time and is inappropriate for the student's age and/or sex.

**(3) FLUENCY DISORDER**

C.C.R., Title 5, Sec. 3030 (c)

Fluency Disorders. A pupil has a fluency disorder when the flow of verbal expression including rate and rhythm adversely affects communication between the pupil and listener.

**IMPLEMENTATION PROCEDURES**

- A student shall be assessed by a multi-disciplinary team as having a fluency disorder when the student exhibits inappropriate rate or rhythm of speech or excessive repetition, revision, interjection, pauses, and other breaks in the flow of speech that do not enhance meaning.
- A certain degree of normal non-fluent behavior characterizes the speech of very young children. In this case, periodic monitoring and parent education may be more appropriate than direct intervention.

**(4) LANGUAGE DISORDER**

C.C.R., Title 5, Sec. 3030 (c)

Language Disorder. The pupil has an expressive or receptive language disorder when he or she meets one of the following criteria:

- (A) The pupil scores at least 1.5 standard deviations below the mean, or below the 7th percentile, for his or her chronological age or developmental level on two or more standardized tests in one or more of the following areas of language development: morphology, syntax, semantics, or pragmatics. When standardized tests are considered to be invalid for the specific pupil, the expected language performance level shall be determined by alternative means as specified on the assessment plan, or
- (B) The pupil scores at least 1.5 standard deviations below the mean or the score is below the 7th percentile for his or her chronological age or developmental level on one or more standardized tests in one of the areas listed in subsection (A) and displays inappropriate or inadequate usage of



expressive or receptive language as measured by a representative spontaneous or elicited language sample of a minimum of fifty utterances. The language sample must be recorded or transcribed and analyzed, and the results included in the assessment report. If the pupil is unable to produce this sample, the language, speech, and hearing specialist shall document why a fifty utterance sample was not obtainable and the contexts in which attempts were made to elicit the sample. When standardized tests are considered to be invalid for the specific pupil, the expected language performance level shall be determined by alternative means as specified in the assessment plan.

### **IMPLEMENTATION PROCEDURES**

A multi-disciplinary team shall assess a student. Relevant information shall include the following:

- Assessment in one or more of the following areas of language development:
- Morphology Syntax
- Semantics Pragmatics
- Scores on standardized tests shall meet the requirements set forth in Title 5 quoted above.
- Scores from analysis of a language sample must also meet the requirement set forth in Title 5 quoted above.
- When standardized tests are considered to be invalid for a specific pupil, the language disorder shall be assessed by alternative means as specified on the assessment plan.

Language Disorder does not include:

- Students who have atypical patterns resulting from lack of familiarity with English, cultural differences, race, or environmental deprivation.
- Students whose language is commensurate with his/her general cognitive functioning.

**6.5.L TRAUMATIC BRAIN INJURY (TBI):** A severe or non-severe disabling condition

Definition:

C.F.R. 300.7 (C)

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

**IMPLEMENTATION PROCEDURES**

A multi-disciplinary team shall assess a student. Relevant information includes the following:

- A review of medical records, which document a diagnosis of traumatic, brain injury.
- A written report by a school psychologist which shall include a summary of previous and current educational performance, cognitive functioning, home and school observations and attempted interventions.
- Assessment by persons knowledgeable in the following areas:
  - Post trauma academic functioning
  - Language and speech production
  - Perceptual and motor abilities

- Judgment and psychosocial behavior
- Health and physical functions
- Adaptive behaviors
- The IEP Team shall determine that the traumatic brain injury adversely affects educational performance.
- The least restrictive environment shall be considered when determining placement.

**6.5.M VISUAL IMPAIRMENT INCLUDING BLINDNESS (VI): A severe or non-severe disabling condition.**

Definition:

C.F.R. 300.7 (13)

Visual impairment including blindness means an impairment in vision that, even with correction, adversely affects a child's educational performance. The term includes both partial sight and blindness.

**IMPLEMENTATION PROCEDURES**

A multi-disciplinary team shall assess a student. Relevant information to be considered includes a written report of an eye examination by either a physician or optometrist and a functional vision assessment by a person credentialed to serve the visually impaired. One of the following descriptions should apply:

- Partially Sighted: The student's visual acuity in the better eye, after the best correction, is between 20/70 and 20/200.
- Legally Blind: Central visual acuity of 20/200 or less in the better eye after best correction with conventional spectacle lenses, or visual acuity better than 20/200 if there is a field defect in which the widest diameter of the visual field is no greater than 20 degrees. In the United States this definition has been established primarily for economic and legal purposes.
- Blind: The student's visual impairment is so severe that for education purposes, vision cannot be used as a major channel

of learning and the visual impairment, even with correction, adversely affects the individual's educational performance.

## 6.6 GOAL WRITING

Once the IEP Team has found the student eligible for special education and has identified areas of need, measurable annual goals are written (for students taking the CAPA objectives are developed). For student who are English learners the goals must be linguistically appropriate.

C.C.R., Title 5, Sec. 3001 (s) "Linguistically appropriate goals, objectives, and programs" means:

(1)(A) Those activities which lead to the development of English language proficiency;

(1)(B) Instructional activities, whose primary language is other than English, and whose potential for learning a second language, as determined by the individualized education program team, is severely limited, nothing in this section shall preclude the individualized education program team from determining that instruction may be provided through an alternative program pursuant to a waiver under Education Code Section 311(c), including a program provided in the individual's primary language, provided that the IEP team periodically, but not less than annually, reconsiders the individual's ability to receive instruction in the English language.

## 6.7 PROGRAM PLANNING

Once a student has been found eligible for special education and related services, placement is based upon the specific needs of the student in the least restrictive environment. Related services are provided only if necessary for the student to benefit from their special education program.

The IEP Team must consider the following:

C.C.R., Title 5, Sec. 3040 (c)

The individualized education program shall show a direct relationship between the present levels of performance, the goals (and objectives if appropriate), and the specific educational services to be provided.

C.C.R., Title 5, Sec. 3042. PLACEMENT.

(a) Specific educational placement means that unique combination of facilities, personnel, location or equipment necessary to provide

instructional services to an individual with exceptional needs, as specified in the individualized education program, in any one or a combination of public, private, home and hospital, or residential settings.

(b) The individualized education program team shall document its rationale for placement in other than the pupil's school and classroom in which the pupil would otherwise attend if the pupil were not disabled. The documentation shall indicate why the student's disability keeps his or her needs from being met in a less restrictive environment even with the use of supplementary aids and services.

In determining the educational placement of a child with a disability, the district will ensure that the placement decision is made by a group of persons, including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.

All placement decisions will be based on the individual need of the student pursuant to the IEP and not on the basis of the disability, configuration of service delivery, availability of staff, curriculum intent or administrative experience. All placements will be made in the least restrictive environment.

The continuum of options include, but are not necessarily limited to all of the following or any combination of the following:

- 1) Regular education classroom.
- 2) Regular education classroom with supplementary aids and services.
- 3) Regular education classroom with resource specialist services
- 4) Regular education classroom with related services.
- 5) Regular education classroom with services from a special day class teacher and supports and/or related services.
- 6) Special Classes and Centers.
- 7) Nonpublic, nonsectarian school services.
- 8) State special schools.
- 9) Residential Schools
- 10) Home/ Hospital

## ELIGIBILITY SUMMARY FORMS

- Eligibility Summary – Autism (AUT)
- Eligibility Summary – Deaf-Blindness (DB)
- Eligibility Summary – Deafness (D)
- Eligibility Summary – Emotional Disturbance (ED)
- Eligibility Summary – Hearing Impairment (HI)
- Eligibility Summary – Intellectual Disability (ID)
- Eligibility Summary – Multiple Disabilities (MH)
- Eligibility Summary – Orthopedic Impairment (OI)
- Eligibility Summary – Other Health Impairment (OHI)
- Eligibility Summary – Specific Learning Disability (SLD) (Team Certification)
- Eligibility Summary – Specific Learning Disability (SLD) (Severe Discrepancy)
- Eligibility Summary – Specific Learning Disability (SLD) (Patterns Strength/Weakness)
- Eligibility Summary – Specific Learning Disability (SLD) (Response to Intervention)
- Eligibility Summary – Speech or Language Impairment (SLI) (Articulation Disorder)
- Eligibility Summary – Speech or Language Impairment (SLI) (Abnormal Voice)
- Eligibility Summary – Speech or Language Impairment (SLI) (Fluency Disorder)
- Eligibility Summary – Speech or Language Impairment (SLI) (Language Disorder)
- Eligibility Summary – Traumatic Brain Injury (TBI)
- Eligibility Summary – Visual Impairment (VI)

# Autism (AUT)

## IEP Team Review of Criteria for Eligibility

Pupil's Name \_\_\_\_\_ Birth Date \_\_\_\_\_  
School \_\_\_\_\_ Date \_\_\_\_\_

CRITERIA (All 3 elements must be met to establish eligibility)

The following information is based upon current assessment data considered by the IEP team in making the final decision to establish eligibility pursuant to CCR, Title V, Sec. 3030.

1. The student exhibits a developmental disability that significantly affects all of the following areas:
- Verbal communication,
  - Nonverbal communication, and
  - Social interaction

The student may exhibit the following characteristics often associated with autism:

- Engagement in repetitive activities
  - Engagement in stereotyped movements
  - Resistance to environmental change
  - Resistance to change in daily routines
  - Unusual responses to sensory experiences
2. The student's developmental disability adversely affects educational performance.
3. The adverse effect on the student's educational performance is not primarily due to an emotional disturbance.

## Deaf-Blindness (DB) IEP Team Review of Criteria for Eligibility

Pupil's Name \_\_\_\_\_ Birth Date \_\_\_\_\_  
School \_\_\_\_\_ Date \_\_\_\_\_

CRITERIA (All 4 elements must be met to establish eligibility.)

The following information is based upon current assessment data considered by the IEP team in making the final decision to establish eligibility pursuant to 5 CCR §3030.

- 1. The student exhibits concomitant hearing and visual impairments.
- 2. The student's concomitant hearing and visual impairments cause severe communication and other developmental and educational needs.
- 3. The student's severe communication and other developmental and educational needs are so severe that they cannot be accommodated in special education programs solely for students with deafness or blindness.
- 4. By reason of the disability, the student needs special education and related services.



## Deafness (D)

### IEP Team Review of Criteria for Eligibility

Pupil's Name \_\_\_\_\_ Birth Date \_\_\_\_\_  
School \_\_\_\_\_ Date \_\_\_\_\_

CRITERIA (All 4 elements must be met to establish eligibility.)

The following information is based upon current assessment data considered by the IEP team in making the final decision to establish eligibility pursuant to 5 CCR §3030.

- 1. The student exhibits a severe hearing impairment.
- 2. The student's hearing impairment is so severe that the student is impaired in processing linguistic information through hearing, with or without amplification.
- 3. The student's severe hearing impairment adversely affects educational performance.
- 4. By reason of the disability, the student needs special education and related services.

## Emotional Disturbance (ED)

### IEP Team Review of Criteria for Eligibility

Pupil's Name \_\_\_\_\_ Birth Date \_\_\_\_\_  
School \_\_\_\_\_ Date \_\_\_\_\_

#### CRITERIA

The following information is based upon current assessment data considered by the IEP team in making the final decision to establish eligibility pursuant to 5 CCR §3030.

Emotional Disturbance means a condition exhibiting one or more of the following characteristics:

- 1. Inability to learn that cannot be explained by intellectual, sensory, or health factors.
- 2. Inability to build or maintain satisfactory interpersonal relationships with peers and teachers.
- 3. Inappropriate types of behavior or feelings under normal circumstances exhibited in several situations.
- 4. General pervasive mood of unhappiness or depression.
- 5. Tendency to develop physical symptoms or fears associated with personal or school problems.

All elements listed below must be met in order to establish eligibility under Emotional Disturbance:

- 1. The characteristic(s) has/have been exhibited over a long period of time.
- 2. The characteristic(s) has/have been exhibited to a marked degree.
- 3. The characteristic(s) adversely affect(s) educational performance.
- 4. By reason of the disability, the student needs special education and related services.

#### Note:

Emotional Disturbance includes Schizophrenia.

The term "Emotional Disturbance" does not apply to students who are socially maladjusted, unless it is determined that they have an emotional disturbance under 5 CCR §3030 (b)(4).

## Hearing Impairment IEP Team Review of Criteria for Eligibility

Pupil's Name \_\_\_\_\_

Birth Date \_\_\_\_\_

School \_\_\_\_\_

Date \_\_\_\_\_

CRITERIA (All 4 elements must be met to establish eligibility.)

The following information is based upon current assessment data considered by the IEP team in making the final decision to establish eligibility pursuant to 5 CCR §3030.

- 1. The student has a permanent or fluctuating hearing impairment.
- 2. The student's hearing impairment adversely affects educational performance.
- 3. The student's hearing impairment is not included under the definition of deafness.
- 4. By reason of the disability, the student needs special education and related services.

# Intellectual Disability

## IEP Team Review of Criteria for Eligibility

Pupil's Name \_\_\_\_\_

Birth date \_\_\_\_\_

School \_\_\_\_\_

Date \_\_\_\_\_

CRITERIA (All 5 elements must be met to establish eligibility.)

The following information is based upon current assessment data considered by the IEP team in making the final decision to establish eligibility pursuant 5 CCR §3030.

- 1. The student demonstrates significantly subaverage general intellectual functioning.
- 2. The student demonstrates concurrent deficits in adaptive behavior.
- 3. The student's deficits were manifested during the developmental period.
- 4. The student's disability adversely affects educational performance.
- 5. By reason of the disability, the student needs special education and related services.

# Multiple Disabilities

## IEP Team Review of Criteria for Eligibility

Pupil's Name \_\_\_\_\_ Birth Date \_\_\_\_\_  
School \_\_\_\_\_ Date \_\_\_\_\_

CRITERIA (All 3 elements must be met to establish eligibility.)

The following information is based upon current assessment data considered by the IEP team in making the final decision to establish eligibility pursuant to 5 CCR §3030.

- 1. The student demonstrates concomitant impairments such as intellectual disability-blindness or intellectual disability-orthopedic impairment, but not deaf-blindness.  
Impairment: \_\_\_\_\_  
Impairment: \_\_\_\_\_
- 2. The combination of concomitant impairments causes severe educational needs that cannot be accommodated in special education programs solely for one of the impairments.
- 3. By reason of the disability, the student needs special education and related services.

# Orthopedic Impairment

## IEP Team Review of Criteria for Eligibility

Pupil's Name \_\_\_\_\_

Birth Date \_\_\_\_\_

School \_\_\_\_\_

Date \_\_\_\_\_

CRITERIA (All 3 elements must be met to establish eligibility.)

The following information is based upon current assessment data considered by the IEP team in making the final decision to establish eligibility pursuant to 5 CCR, §3030.

- 1. The student has a severe orthopedic impairment including impairments caused by congenital anomaly, disease (such as poliomyelitis, bone tuberculosis), or other causes (such as cerebral palsy, amputations, and fractures or burns that cause contractures).
- 2. The student's severe orthopedic impairment adversely affects educational performance.
- 3. By reason of the disability, the student needs special education and related services.

## Other Health Impairment IEP Team Review of Criteria for Eligibility

Pupil's Name \_\_\_\_\_

Birth Date \_\_\_\_\_

School \_\_\_\_\_

Date \_\_\_\_\_

CRITERIA (All 5 elements must be met to establish eligibility.)

The following information is based upon current assessment data considered by the IEP team in making the final decision to establish eligibility pursuant to 5 CCR §3030.

- 1. The student has limited strength vitality, or alertness, including a heightened alertness to environmental stimuli, due to chronic or acute health problems.
- 2. The student's limited strength, vitality, or alertness results in limited alertness with respect to the educational environment.
- 3. The limited strength, vitality, or alertness is due to chronic or acute health problems such as asthma, attention deficit disorder or attention hyperactivity disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, and Tourette syndrome
- 4. The student's limited strength, vitality, or alertness adversely affects educational performance.
- 5. By reason of the disability, the student needs special education and related services.

**SPECIFIC LEARNING DISABILITY DISCREPANCY DOCUMENTATION REPORT  
(INDIVIDUALIZED EDUCATION PROGRAM TEAM CERTIFICATION)**

**Student Name** \_\_\_\_\_ **Date of Birth** \_\_\_/\_\_\_/\_\_\_\_\_ **IEP Date** \_\_\_/\_\_\_/\_\_\_\_\_

This form is to be completed and attached to the IEP Team Certification identification of Specific Learning Disability Form in order to document the presence of a Specific Learning Disability in instances when the student does not exhibit a severe discrepancy between ability and achievement as measured by standardized test. (Ed. Code Section 3030(10)Paragraph B)

Statement of the area, the degree, and the basis and method used in determining the discrepancy:

1. Data from assessment instruments (ability and achievement): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Information provided by the parent: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3. Information provided by the pupil's present teacher: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4. Summary of the pupil's classroom performance:

a. Observations: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

b. Work Samples: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

c. Group Test Scores: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

5. Consideration of the pupil's age: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Additional Relevant Information: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**SPECIFIC LEARNING DISABILITY  
(SEVERE DISCREPANCY)  
IEP Team Review of Criteria for Eligibility**

Student Name \_\_\_\_\_ Date of Birth \_\_\_/\_\_\_/\_\_\_\_\_ IEP Date \_\_\_/\_\_\_/\_\_\_\_\_

School \_\_\_\_\_

Initial Evaluation

Date \_\_\_/\_\_\_/\_\_\_\_\_

3-Year Re-evaluation

A specific learning disability means a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may have manifested itself in the imperfect ability to listen, think, speak, read, write, spell, or do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia. The basic psychological processes include attention, visual processing, auditory processing, sensory-motor skills, and cognitive abilities including association, conceptualization and expression.

**Section I.** Instructions: Select Option A, B, or C below.

The decision as to whether or not a severe discrepancy exists takes into account all relevant material, which is available on the pupil. No single score or product of scores, test or procedure shall be used as the sole criterion for the decisions of the IEP team as to the pupil's eligibility for special education.

- A. The IEP team finds a severe discrepancy between intellectual ability and achievement based on valid standardized tests.
- B. The IEP team finds a severe discrepancy based on alternative measures as specified on the assessment plan.
- C. The IEP team finds a severe discrepancy between intellectual ability and achievement as a result of a disorder in one or more of the basic psychological processes. (Complete and attach the Specific Learning Disability Discrepancy Documentation Form)

Area/s in which the pupil meets criteria under Option A, B, or C:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Oral Expression        | <input type="checkbox"/> Listening Comprehension | <input type="checkbox"/> Written Expression       |
| <input type="checkbox"/> Basic Reading Skills   | <input type="checkbox"/> Reading Comprehension   | <input type="checkbox"/> Mathematical Calculation |
| <input type="checkbox"/> Mathematical Reasoning |  |   |

**Section II.** The discrepancy identified above is directly related to a processing disorder:

Yes  No

- Check appropriate area(s):
- |  |  |
|--|--|
| <input type="checkbox"/> Sensory Motor Skills  | <input type="checkbox"/> Visual Processing |
| <input type="checkbox"/> Auditory Processing   | <input type="checkbox"/> Attention         |
| <input type="checkbox"/> Cognitive Abilities (including association, conceptualization and expression) |  |

**Section III.** Specific learning disabilities do not include learning problems that are primarily the result of visual, hearing, or motor disabilities, of intellectual disability, of emotional disturbance, or of environmental, cultural, or economic disability. If any of the items below (A-H) are checked "Yes", the student may not be identified as having a learning disability.

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| A. Visual, hearing, or motor disability                | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| B. Intellectual disability                             | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| C. Emotional disturbance                               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| D. Cultural factors                                    | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| E. Environmental or economic disadvantage              | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| F. Limited English proficiency                         | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| G. Limited school experience or poor school attendance | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| H. Lack of appropriate instruction in reading or math  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
- a. The IEP team considered data that demonstrate that prior to, or as a part of, the referral process, the pupil was provided appropriate instruction in regular education settings, delivered by qualified personnel; and
  - b. The IEP team considered data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction, which was provided to the pupil's parents

**Section III.** Additional Relevant Information:

Basis for determination of eligibility:

- Psychoeducational Evaluation utilizing multiple measures (see attached psychoeducational report).
- Other (specify) \_\_\_\_\_

**SPECIFIC LEARNING DISABILITY  
(SEVERE DISCREPANCY)  
IEP Team Review of Criteria for Eligibility**

**Section IV.** Relevant behavior related to academic functioning, noted during observation:

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**Section V.** Educationally relevant medical findings, if any:

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**Section VI.** Conclusion:

The pupil has a specific learning disability.

Yes     No

The degree of the pupil's impairment requires special education.

Yes     No

I agree with the conclusions stated above:

\_\_\_\_\_  
School Psychologist/Date

\_\_\_\_\_  
Special Ed. Admin./Designee/Date

\_\_\_\_\_  
Special Education Teacher/Date

\_\_\_\_\_  
General Education Teacher/Date

\_\_\_\_\_  
LSH Specialist/Date

\_\_\_\_\_  
Reading Teacher /Date

\_\_\_\_\_  
Parent/Guardian/Date

\_\_\_\_\_  
Other/Date

My assessment of this student differs from the above report as follows: Statement (attach additional pages as necessary)

\_\_\_\_\_  
*Signature and Title/Date*

**SPECIFIC LEARNING DISABILITY  
(PATTERNS OF STRENGTHS AND WEAKNESSES)  
IEP Team Review of Criteria for ELIGIBILITY**

Student Name \_\_\_\_\_ Date of Birth \_\_\_/\_\_\_/\_\_\_\_\_ IEP Date \_\_\_/\_\_\_/\_\_\_\_\_

School \_\_\_\_\_

Initial Evaluation

Date \_\_\_/\_\_\_/\_\_\_\_\_

3-Year Re-evaluation

A specific learning disability means a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may have manifested itself in the imperfect ability to listen, think, speak, read, write, spell, or do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia. The basic psychological processes included attention, visual processing, auditory processing, sensory-motor skills, and cognitive abilities including association, conceptualization and expression.

**Section I.**

The pupil exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, state-approved grade-level standards, or intellectual development.

Area/s in which the pupil meets criteria:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Oral Expression         | <input type="checkbox"/> Listening Comprehension     | <input type="checkbox"/> Written Expression    |
| <input type="checkbox"/> Basic Reading Skills    | <input type="checkbox"/> Reading Fluency Skills      | <input type="checkbox"/> Reading Comprehension |
| <input type="checkbox"/> Mathematics Calculation | <input type="checkbox"/> Mathematics Problem Solving |  |

**Section II. The specific learning disability identified above is directly related to a processing disorder.**  Yes  No

Check appropriate area(s):  Sensory Motor Skills  Visual Processing  
 Auditory Processing  Attention  
 Cognitive Abilities (including association, conceptualization and expression)

**Section III.** Specific learning disabilities do not include learning problems that are primarily the result of visual, hearing, or motor disabilities, of intellectual disability, of emotional disturbance, or of environmental, cultural, or economic disability. If any of the items below (A-H) are checked "Yes", the student may not be identified as having a learning disability.

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| A. Visual, hearing, or motor disability                | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| B. Intellectual disability                             | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| C. Emotional disturbance                               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| D. Cultural factors                                    | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| E. Environmental or economic disadvantage              | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| F. Limited English proficiency                         | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| G. Limited school experience or poor school attendance | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| H. Lack of appropriate instruction in reading or math  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

- a. The IEP team considered data that demonstrate that prior to, or as a part of, the referral process, the pupil was provided appropriate instruction in regular education settings, delivered by qualified personnel; and
- b. The IEP team considered data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction, which was provided to the pupil's parents

**Section III.** Additional Relevant Information:

Basis for determination of eligibility:

- Psychoeducational Evaluation utilizing multiple measures (see attached psychoeducational report).  
 Other (specify) \_\_\_\_\_

**Section IV.** Relevant behavior related to academic functioning, noted during observation:

\_\_\_\_\_  
 \_\_\_\_\_

**SPECIFIC LEARNING DISABILITY  
(PATTERNS OF STRENGTHS AND WEAKNESSES)  
IEP Team Review of Criteria for ELIGIBILITY**

**Section V.** Educationally relevant medical findings, if any:

---

---

**Section VI.** Conclusion:

The pupil has a specific learning disability.

Yes     No

The degree of the pupil's impairment requires special education.

Yes     No

I agree with the conclusions stated above:

\_\_\_\_\_  
School Psychologist/Date

\_\_\_\_\_  
Special Ed. Admin./Designee/Date

\_\_\_\_\_  
Special Education Teacher/Date

\_\_\_\_\_  
General Education Teacher/Date

\_\_\_\_\_  
LSH Specialist/Date

\_\_\_\_\_  
Reading Teacher /Date

\_\_\_\_\_  
Parent/Guardian/Date

\_\_\_\_\_  
Other/Date

My assessment of this student differs from the above report as follows: Statement (attach additional pages as necessary)

\_\_\_\_\_  
*Signature and Title/Date*

**SPECIFIC LEARNING DISABILITY  
(RESPONSE TO SCIENTIFIC, RESEARCH-BASED INTERVENTION)  
IEP Team Review of Criteria for Eligibility**

Student Name \_\_\_\_\_ Date of Birth \_\_\_/\_\_\_/\_\_\_\_\_ IEP Date \_\_\_/\_\_\_/\_\_\_\_\_

School \_\_\_\_\_

Initial Evaluation

Date \_\_\_/\_\_\_/\_\_\_\_\_

3-Year Re-evaluation

A specific learning disability means a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may have manifested itself in the imperfect ability to listen, think, speak, read, write, spell, or do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia. The basic psychological processes include attention, visual processing, auditory processing, sensory-motor skills, and cognitive abilities including association, conceptualization and expression.

**Section I. Instructions: Select Option A or B below.**

- A. The pupil does not achieve adequately for the pupil's age or to meet state-approved grade-level standards when provided with learning experiences and instruction appropriate for the pupil's age or state-approved grade level standards.
- B. The pupil does not make sufficient progress to meet age or state-approved grade-level standards based on the pupil's response to scientific, research-based intervention. .

Area/s in which the pupil meets criteria:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Oral Expression         | <input type="checkbox"/> Listening Comprehension     | <input type="checkbox"/> Written Expression    |
| <input type="checkbox"/> Basic Reading Skills    | <input type="checkbox"/> Reading Fluency Skills      | <input type="checkbox"/> Reading Comprehension |
| <input type="checkbox"/> Mathematics Calculation | <input type="checkbox"/> Mathematics Problem Solving |  |

**Section II. The specific learning disability identified above is directly related to a processing disorder.**  Yes  No

- Check appropriate area(s):
- |  |  |
|--|--|
| <input type="checkbox"/> Sensory Motor Skills  | <input type="checkbox"/> Visual Processing |
| <input type="checkbox"/> Auditory Processing   | <input type="checkbox"/> Attention         |
| <input type="checkbox"/> Cognitive Abilities (including association, conceptualization and expression) |  |

**Section III. Specific learning disabilities do not include learning problems that are primarily the result of visual, hearing, or motor disabilities, of intellectual disability, of emotional disturbance, or of environmental, cultural, or economic disability. If any of the items below (A-H) are checked "Yes", the student may not be identified as having a learning disability.**

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| A. Visual, hearing, or motor disability                | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| B. Intellectual disability                             | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| C. Emotional disturbance                               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| D. Cultural factors                                    | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| E. Environmental or economic disadvantage              | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| F. Limited English proficiency                         | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| G. Limited school experience or poor school attendance | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| H. Lack of appropriate instruction in reading or math  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
- a. The IEP team considered data that demonstrate that prior to, or as a part of, the referral process, the pupil was provided appropriate instruction in regular education settings, delivered by qualified personnel; and
- b. The IEP team considered data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction, which was provided to the pupil's parents

**Section III. Additional Relevant Information:**

Basis for determination of eligibility:

- Psychoeducational Evaluation utilizing multiple measures (see attached psychoeducational report).
- Other (specify) \_\_\_\_\_

**SPECIFIC LEARNING DISABILITY  
(RESPONSE TO SCIENTIFIC, RESEARCH-BASED INTERVENTION)  
IEP Team Review of Criteria for Eligibility**

**Section IV.** Relevant behavior related to academic functioning, noted during observation:

---

---

**Section V.** Educationally relevant medical findings, if any:

---

---

**Section VI.** Conclusion:

The pupil has a specific learning disability.

Yes  No

The degree of the pupil's impairment requires special education.

Yes  No

I agree with the conclusions stated above:

\_\_\_\_\_  
School Psychologist/Date

\_\_\_\_\_  
Special Ed. Admin./Designee/Date

\_\_\_\_\_  
Special Education Teacher/Date

\_\_\_\_\_  
General Education Teacher/Date

\_\_\_\_\_  
LSH Specialist/Date

\_\_\_\_\_  
Reading Teacher /Date

\_\_\_\_\_  
Parent/Guardian/Date

\_\_\_\_\_  
Other/Date

My assessment of this student differs from the above report as follows: Statement (attach additional pages as necessary)

\_\_\_\_\_  
*Signature and Title/Date*

# Speech or Language Impairment - Articulation Disorder

## IEP Team Review of Criteria for Eligibility

Pupil's Name \_\_\_\_\_ Birth Date \_\_\_\_\_

School \_\_\_\_\_ Date \_\_\_\_\_

CRITERIA (All 5 elements must be met to establish eligibility.)

The following information is based upon current assessment data considered by the IEP team in making the final decision to establish eligibility pursuant to 5 CCR §3030.

- 1. The student exhibits reduced intelligibility or an inability to use the speech mechanism.
- 2. The student's reduced intelligibility or an inability to use the speech mechanism significantly interferes with communication (that is the student's production of single or multiple speech sounds on a developmental scale of articulation competency is below that expected of his or her chronological age or developmental level).
- 3. The student's reduced intelligibility or an inability to use the speech mechanism attracts adverse attention.
- 4. The student's reduced intelligibility or an inability to use the speech mechanism adversely affects educational performance.
- 5. By reason of the disability, the student needs special education and related services.

Note:

The student does not meet criteria for articulation disorder if the sole assessed disability is an abnormal swallowing pattern.

# Speech or Language Impairment - Abnormal Voice

## IEP Team Review of Criteria for Eligibility

Pupil's Name \_\_\_\_\_ Birth Date \_\_\_\_\_  
School \_\_\_\_\_ Date \_\_\_\_\_

CRITERIA (Both elements must be met to establish eligibility.)

The following information is based upon current assessment data considered by the IEP team in making the final decision to establish eligibility pursuant to 5 CCR §3030.

- 1. The student exhibits an abnormal voice characterized by persistent, defective voice quality, pitch, or loudness.
- 2. By reason of the disability, the student needs special education and related services.



# Speech or Language Impairment – Fluency Disorder

## IEP Team Review of Criteria for Eligibility

Pupil's Name \_\_\_\_\_

Birth Date \_\_\_\_\_

School \_\_\_\_\_

Date \_\_\_\_\_

CRITERIA (All 3 elements must be met to establish eligibility.)

The following information is based upon current assessment data considered by the IEP team in making the final decision to establish eligibility pursuant to 5 CCR §3030.

- 1. The student exhibits a disorder in the flow of verbal expression, including rate and rhythm.
- 2. The flow of verbal expression adversely affects communication between the student and listener.
- 3. By reason of the disability, the student needs special education and related services.

# Speech or Language Impairment – Language Disorder

## IEP Team Review of Criteria for Eligibility

Pupil's Name \_\_\_\_\_ Birth Date \_\_\_\_\_  
School \_\_\_\_\_ Date \_\_\_\_\_

CRITERIA (Both elements must be met to establish eligibility.)

The following information is based upon current assessment data considered by the IEP team in making the final decision to establish eligibility pursuant to 5 CCR §3030.

1. The student scores at least 1.5 standard deviation below the mean, or below the 7<sup>th</sup> percentile, for his or her chronological age or developmental level on **two** or more standardized tests in **one** or more of the following areas of language development: morphology, syntax, semantics, or pragmatics.

or

The student scores at least 1.5 standard deviation below the mean, or below the 7<sup>th</sup> percentile, for his or her chronological age or developmental level on **one** or more standardized tests in **one** of the following areas of language development: morphology, syntax, semantics, or pragmatics **and** displays inappropriate or inadequate usage of expressive or receptive language as measured by a representative spontaneous or elicited language sample of a minimum of 50 utterances.

2. By reason of the disability, the student needs special education and related services.

Note:

The language sample must be recorded or transcribed and analyzed, and the results included in the assessment report. If the student is unable to produce the sample, the speech-language and hearing specialist shall document why a 50-utterance sample was not obtainable and the contexts in which attempts were made to elicit the sample.

When standardized tests are considered to be invalid for the specific student, the expected language performance level shall be determined by alternative means as specified on the assessment plan.

# Traumatic Brain Injury

## IEP Team Review of Criteria for Eligibility

Pupil's Name \_\_\_\_\_ Birth Date \_\_\_\_\_  
School \_\_\_\_\_ Date \_\_\_\_\_

CRITERIA (All 4 elements must be met to establish eligibility.)

The following information is based upon current assessment data considered by the IEP team in making the final decision to establish eligibility pursuant to 5 CCR §3030.

- 1. The student has an acquired injury to the brain caused by an external physical force.
- 2. The student's acquired injury results in total or partial functional disability or psychosocial impairment, or both.
- 3. The student's acquired injury adversely educational performance.
- 4. By reason of the disability, the student needs special education and related services.

**Note:**

Traumatic Brain Injury applies to open or closed head injuries resulting in impairments in or more areas, such as cognition, language, memory, attention, reasoning, abstract thinking, judgment, problem-solving, sensory, perceptual, and motor abilities, psychosocial behavior, physical functions, information processing, and speech.

Traumatic Brain Injury does not apply to brain injuries that are congenital or degenerative, or to brain injuries induced by birth trauma.

# Visual Impairment

## IEP Team Review of Criteria for Eligibility

Pupil's Name \_\_\_\_\_

Birth Date \_\_\_\_\_

School \_\_\_\_\_

Date \_\_\_\_\_

CRITERIA (All elements must be met to establish eligibility.)

The following information is based upon current assessment data considered by the IEP team in making the final decision to establish eligibility pursuant to 5 CCR §3030.

- 1. The student has an impairment in vision, including blindness.
- 2. The student's visual impairment, even with correction, adversely affects educational performance.
- 3. By reason of the disability, the student needs special education and related services.

# **CHAPTER 7**

## **INDIVIDUALIZED EDUCATION PROGRAM**

## INDIVIDUALIZED EDUCATION PROGRAM

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# INDIVIDUALIZED EDUCATION PROGRAM

## 7.1 PURPOSE AND SCOPE

The Individualized Education Program (IEP) is a written statement determined in a meeting of the IEP team, including the parent, and developed for each child with a disability.

The IEP will show a direct relationship between the present levels of academic achievement and functional performance, any assessments, the student's goals and benchmarks, and the educational services to be provided.

## 7.2 INDIVIDUALIZED EDUCATION PROGRAM: PROCESS

### 7.2. A Development of the Individualized Education Program (IEP)

An IEP shall be developed within a total time not to exceed 60 calendar days, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five school days, from the date of receipt of the parent's written consent for assessment.

A district administrator or designee will initiate and conduct the meeting for the purpose of developing, reviewing, and revising the IEP of a child with a disability.

All efforts will be made to ensure that one or both of the parents of a child, with a disability, are present at each IEP meeting or are afforded the opportunity to participate. The parent will be notified of the meeting early

enough to ensure that they will have an opportunity to attend. The meeting will be scheduled at a mutually agreed upon time and place.

When developing each student's IEP, the IEP Team shall consider the strengths of the child and the concerns of the parents for enhancing the education of their child. The IEP Team will consider the results of the initial or most recent evaluation of the child, and as appropriate, the results of the child's performance on any general State or district wide assessment program.

(EC 56342)

## **7.2. B IEP TEAM MEMBERS**

Each meeting to develop, review, or revise the individualized education program of a child with special needs shall be conducted by an IEP Team.

The IEP Team shall include all of the following:

- (1) One or both of the student's parents, a representative selected by a parent, or both
- (2) Not less than one regular education teacher of the student, if the student is, or may be, participating in the regular education environment. If more than one regular education teacher is providing instructional services to the student, one regular education teacher may be designated by the local educational agency to represent the others. The regular education teacher of a student shall, to the extent appropriate, participate in the development, review, and revision of the student's individualized education program, including assisting in the determination of appropriate positive behavioral interventions and supports, and other strategies for the student, and the determination of supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student.
- (3) Not less than one special education teacher of the student, or if appropriate, not less than one special education provider of the student.
- (4) A representative of the local educational agency who meets all of the following:
  - (a) is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of individuals with exceptional needs.
  - (b) is knowledgeable about the general curriculum.
  - (c) is knowledgeable about the availability of resources of the local educational agency.

- (5) An individual who can interpret the instructional implications of the assessment results. The individual may be a member of the team.
- (6) At the discretion of the parent, guardian, or the local educational agency, other individuals, who have knowledge or special expertise regarding the student, including related services personnel, as appropriate. The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the individualized education program team.
- (7) Whenever appropriate, the student. The LEA shall invite the student to attend his or her IEP team meeting if a purpose of the meeting will be the consideration of the postsecondary goals and the needed transition services for the student. If the student does not attend the IEP meeting, the LEA shall take steps to ensure that the student's preferences and interests are considered.

### **7.3 CHILDREN TRANSITIONING FROM EARLY START PROGRAMS**

An invitation to the initial individualized education program team meeting shall, at the request of the parent, be sent to the infants and toddlers with disabilities coordinator or other representatives of the early education or early intervention system to assist with the smooth transition of services.

For a student suspected of having a specific learning disability, at least one member of the individualized education program team shall be qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist, or remedial reading teacher. At least one team member other than the student's regular teacher shall observe the student's academic performance in the regular classroom setting. In the case of a child who is less than school-age or out of school, a team member shall observe the child in an environment appropriate for a child of that age.

Refer to Chapter 2 Section 2.9 *Transition Requirements for Early Intervention* for more information on important timelines.

### **7.4 IEP TEAM MEMBER EXCUSAL**

#### **7.4. A IEP Team Area of Curriculum Not Being Discussed**

A member of the individualized education program team shall not be required to attend an individualized education program meeting, in whole or in part, if the parent of the individual with exceptional needs and the local educational agency agree that the attendance of the member is not necessary

because the member's area of the curriculum or related services is not being modified or discussed in the meeting.

#### **7.4. B IEP Team Member Area of Curriculum or Related Services Being Discussed**

A member of the individualized education program team may be excused from attending an individualized education program meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, if both of the following occur:

- (1) The parent and the local educational agency consent to the excusal after conferring with the member.
- (2) The member submits in writing to the parent and the individualized education program team, input into the development of the individualized education program prior to the meeting. A parent's agreement shall be in writing.

#### **7.5 IF PARENTS CANNOT ATTEND IEP MEETING**

If neither parent can attend, other methods will be used to ensure parent participation, including individual or conference telephone calls.

If the parent cannot be contacted or if the district is unable to convince the parents that they should attend, the IEP meeting may be conducted without a parent in attendance. The district will keep a record of its attempts to arrange a mutually agreed on time and place, such as:

1. A detailed record of phone calls made or attempted and the result of those calls;
2. Copies of correspondence sent to the parents and any responses received;  
or
3. Detailed records of visits made to the parent's home or place of employment and the results of those visits.

When no parent can be located or if the court has specifically limited the rights of the parent or guardian to make educational decisions for the child, a surrogate parent will be appointed.

#### **7.6 INDIVIDUALIZED EDUCATION PROGRAM: CONTENT**

The term "individualized education program" (IEP) means a written statement for each child with a disability that is developed, reviewed, and revised and includes:

- (1) a statement of the child's present levels of academic achievement and functional performance, including:
  - (a) how the disability affects the child's involvement and progress in the general education curriculum;
  - (b) for preschool children, as appropriate, how the disability affects the child's participation in appropriate activities; and
  - (c) for children with disabilities who take alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives.
- (2) a statement of measurable annual goals, including academic and functional goals designed to:
  - (a) 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
  - (b) meet each of the child's other educational needs that result from the child's disability.
- (3) a description of how the child's progress toward meeting the annual goals will be measured, and when periodic reports on progress the child is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports, concurrent with issuance of report cards) will be provided;
- (4) a statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the child, or on behalf of the child, and a statement of the program modifications or supports for school personnel that will be provided for the child:
  - (a) to advance appropriately toward attaining the annual goals;
  - (b) to be involved in and make progress in the general curriculum and to participate in extracurricular and other nonacademic activities; and
  - (c) to be educated and participate with other children with disabilities and typically developing peers in the activities described above.
- (5) an explanation of the extent, if any, to which the child will not participate with typically developing peers in the regular class and extracurricular and nonacademic activities;
- (6) a statement of any individual appropriate accommodations that is necessary to measure the academic achievement and functional performance of the child on State and district-wide assessments.

If the IEP Team determines that the child shall take an alternate assessment on a particular State or district-wide assessment of student achievement, a statement of why:

- (a) the child cannot participate in the regular assessment; and

- (b) the particular alternate assessment selected is appropriate for the child;
- (7) the projected date for the beginning of services and modifications, and the anticipated frequency, location and durations of those services and modifications.
- (8) Beginning not later than the first IEP to be in effect when the child is 16, and updated annually thereafter:
  - (a) appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills;
  - (b) the transition services (including course of study) needed to assist the child in reaching those goals; and
  - (c) beginning not later than 1 year before the child reaches the age majority (age 18), a statement that the child has been informed of the child's rights that will transfer to the child when reached age 18.

When appropriate, the IEP will also include other necessary services, such as extended school year, transportation, type of physical education, prevocational, vocational and career education.

All service providers, the school site and any outside agencies that will provide services will be given a copy of the IEP or be knowledgeable of its content.

## **7.7 REVIEW AND REVISION OF THE IEP**

The IEP will be reviewed periodically, but not less than annually to determine whether the annual goals for the child are being achieved. The IEP will be revised as appropriate to address any lack of expected progress toward the annual goals and in the general curriculum, where appropriate.

In addition, the IEP team will meet whenever the parent or teacher requests a meeting to develop, review or revise the IEP.

An IEP meeting will be held within 30 days of receipt of a written request from a parent.

The following should be included in a review:

1. The results of any reevaluation,
2. Information about the child provided to, and by, the parent as required in the evaluation process;
3. The child's anticipated needs; and

4. Other matters.
5. Any lack of expected progress toward the annual goals and in the general curriculum where appropriate.

The IEP team will review progress toward previous annual goals, benchmarks (short term objectives) if appropriate and progress in the general curriculum when developing new goals, and benchmarks if appropriate.

The regular education teacher of the child as a member of the IEP shall, to the extent appropriate, participate in reviews or revisions of the IEP.

#### **7.7. A Making Changes and Amendments to the IEP**

In making changes to a child's IEP after the annual IEP Team meeting for a school year, the parent of the individual with exceptional needs and the local educational agency may agree, not to convene an IEP meeting for the purposes of making those changes, and instead may develop a written document, signed by the parent and by a representative of the local educational agency, to amend or modify the student's existing IEP.

Changes to the IEP may be made, either by the entire IEP Team or by amending the IEP rather than by redrafting the entire IEP. Upon request, a parent shall be provided with a revised copy of the IEP with the amendments incorporated.

#### **7.7. B IEP Team Meetings Required**

An individualized education program team shall meet whenever any of the following occurs:

- (a) A student has received an initial formal assessment. The team may meet when a student receives any subsequent formal assessment.
- (b) The student demonstrates a lack of anticipated progress.
- (c) The parent or teacher requests a meeting to develop, review, or revise the individualized education program.
- (d) At least annually, to review the student's progress, the individualized education program, including whether the annual goals for the student are being achieved, and the appropriateness of placement, and to make any necessary revisions. The individualized education program team conducting the annual review shall consist of the required members noted on page 2. Other individuals may participate in the annual review if they possess expertise or knowledge essential for the review.

**7.7. C Consolidation of IEP Meetings**

To the extent possible, the LEA shall encourage consolidation of reevaluation meetings for the child and other IEP Team meetings for the child.

**7.7. D Alternative Means of Meeting Participation**

When conducting IEP Team meetings, the parent of the child with a disability and the LEA may agree to use alternative means of meeting participation, such as video conferences or conference calls.

**7.8 INDIVIDUALIZED EDUCATIONAL PROGRAM: CONSIDERATION OF SPECIAL FACTORS**

The IEP team will consider the following special factors:

**7.8. A Positive Behavioral Interventions**

In the case of a child whose behavior impedes his or her learning or that of others, consider, if appropriate, strategies, including positive behavioral interventions, strategies, and supports to address that behavior.

**7.8. B Students with Limited English Proficiency**

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.

For individuals whose primary language is other than English, linguistically appropriate goals, objectives, programs and services.

**7.8. C Blind and Visually Impaired**

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 that the use of Braille is not appropriate for the child. The IEP team will make this decision 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) is conducted.

**7.8. D Deaf and Hearing Impaired**

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.



The IEP team will consider opportunities for direct communication with peers and professional personnel in the child's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the child's language and communication mode.

#### 7.8. E Assistive Technology

Consider whether a child requires assistive technology devices and services.

If, in considering the above special factors, the IEP team determines that a child needs a particular device or service (including an intervention, accommodation, or other program modification) in order for the child to receive a free and appropriate public education, the IEP team must include a statement to that effect in the child's IEP.

Prior to determining the actual special education and related services, the IEP team must discuss and document all options that were considered.

### 7.9 EDUCATIONAL BENEFIT

Board of Education v. Rowley 1982 was decisive in defining the term *educational benefit*. The Supreme Court concluded that the IDEA does not require that LEAs maximize the potential of students with disabilities. The intent of the IDEA was more to open the door of public education to students with disabilities rather than guarantee any particular level of education once inside.

#### 7.9.A Components of Educational Benefit Analysis

Based on procedural requirements, including:

1. The assessment is complete and the child is assessed in all areas of suspected disability.
2. The IEP team identifies needs related to:
  - The child's disability
  - Involvement and progress in the general curriculum
3. Goals are established in each need area
  - Objectives are developed for students taking CAA
4. Services are planned to support:
  - Progress towards all goals
  - Progress in the general curriculum
  - Participation in the general education environment
  - Education with other students with disabilities and typically developing peers
5. The IEP team reviews the student's progress and adjusts the IEP if progress was not made or to address other needs.

**7.9.B Definition of FAPE**

Free Appropriate Public Education (FAPE) means special education and related services that:

1. Are provided at public expense;
2. Meet the standards of the State;
3. Include pre-school, elementary or secondary school and education through the 22<sup>nd</sup> birthday if appropriate; and
4. Are provided in conformity with the IEP.

**7.10 RESOURCE SPECIALIST PROGRAM/NON-INTENSIVE SERVICES****Program Description**

The resource specialist program/non-intensive services shall provide, but not be limited to all of the following:

1. Provision for a resource specialist or specialists who shall support instruction and services for those students whose needs have been identified in an IEP, developed by the IEP Team, and who are assigned to regular classroom teachers for a majority of a school day;
2. Provision of information and assistance to students with disabilities and their parent;
3. Provision of consultation, resource information, and material regarding students with disabilities to their parents and to regular staff members;
4. Coordination of special education services with the regular school programs for each student enrolled in the resource specialist program;
5. Monitoring of student progress on a regular basis, participation in the review and revision of individualized education programs, as appropriate, and referral of students who do not demonstrate appropriate progress to the IEP Team; and
6. Emphasis at the secondary school level on academic achievement, career and vocational development, and preparation for adult life.

**Program Staffing**

The resource specialist program/non-intensive program shall be under the direction of a resource specialist/mild to moderate specialist, who is a credentialed special education specialist, or who has a clinical services credential, with a special class authorization, who has had three or more years of teaching experience, including both regular and special education teaching experience, and who has demonstrated the competencies for a resource specialist, as established by the Commission on Teacher Credentialing.

At least 80 percent of the *resource specialists* within a local plan shall be provided with an instructional aide.

## 7.11 INDIVIDUALIZED EDUCATION PROGRAM: TRANSITIONS

### 7.11.A Transition from Preschool to Elementary School

Prior to transitioning a child with disabilities from a preschool program to kindergarten, or first grade as the case may be, an appropriate reassessment of the child shall be conducted to determine if the child is still in need of special education and services.

As part of the transition process, a means of monitoring the continued success of the child who is determined to be eligible for less intensive special education programs.

As part of the exit process from special education, the present performance levels and learning style shall be noted by the IEP Team. This information shall be made available to the assigned regular education teacher upon the child's enrollment in kindergarten or first grade as the case may be.

### 7.11.B Transition from Special Class or Center or from Non-Public, Nonsectarian School to the General Education Classroom in the Public School

When students transfer into the general education classroom from special classes or centers, or from nonpublic, nonsectarian schools to general education in the public school the IEP will include the following:

1. A description of activities provided to integrate the child into the regular education program indicating the nature of each activity and the time spent on the activity each day or week; and
2. A description of the activities provided to support the transition of students from the special education program into the regular education program.

### 7.11.C Transition from Secondary to Post-secondary Education

*"Transition services"* means a coordinated set of activities for a child with a disability that:

1. Is designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the child with a disability to facilitate the child's movement from school to post-school activities, including postsecondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation;

2. Is based on the individual child's needs, taking into account the child's strengths, preferences, and interests; and
3. Includes instruction, relates services, community experiences, the development of employment and other post-school adult living objectives, and when appropriate, acquisition of daily living skills and functional vocational evaluation. (Section 602)
4. Transition services for students with special needs may be special education, if provided as specially designed instruction, or a designated instruction and service, if required to assist a pupil to benefit from special education. Is based upon the individual needs of the pupil, taking into account the strengths, preferences, and interests of the pupil.
5. Includes instruction, related services, community experiences, the development of employment and other post-school adult living objectives, and, if appropriate, acquisition of daily living skills and provision of a functional vocational evaluation. (56345.1. (a))

If a participating agency (other than the district) fails to provide the transition services described in the IEP, the IEP team will reconvene to identify alternative strategies to meet the transition objectives for the student; and

If an invited agency representative cannot attend the IEP meeting to develop transition services, the district will obtain agency participation in planning for these services. Note: IDEA Regulations, added a requirement for consent prior to inviting a representative of any participating agency likely to be responsible for providing or paying for transition services to attend a child's IEP Team meeting.

#### **7.11.D TIMELINE FOR DEVELOPING INDIVIDUAL TRANSITION PLAN**

Beginning not later than the first IEP to be in effect when the child is 16, and updated annually thereafter:

- (a) appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills;
- (b) the transition services (including course of study) needed to assist the child in reaching those goals; and

- (c) beginning not later than 1 year before the child reaches the age majority (age 18), a statement that the child has been informed of the child's rights that will transfer to the child when reached age 18.

#### **7.11.E Summary of Performance**

The Summary of Performance is a requirement under IDEA 2004. This summary is prepared by school personnel and is provided to the student when he/she leaves school under one of the two following conditions:

1. by graduating with a diploma, or
2. or reaching age 22 and receiving a Certificate of Achievement or Completion

This summary is a document for the student that summarizes his or her academic and functional performance with recommendations about what accommodations and supports the student may need to enter post-school activities, such as training, higher education, employment, and independent living. (Use SELPA Forms 17A and 17B) NOTE: This is not part of the IEP process.

Refer to *Transition to Adult Living, An Information and Resource Guide*, California Department of Education, 2007 on the following website:  
[http://www.calstat.org/publications/pdfs/transition\\_guide\\_07.pdf](http://www.calstat.org/publications/pdfs/transition_guide_07.pdf)

### **7.12 INTERIM PLACEMENTS**

#### **7.12.A Transfers from District to District within the State**

If the child has an IEP and transfers into a district from district not operating programs under the same local plan in which he or she was last enrolled in a special education program within the same academic year, the LEA shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parents, for a period not to exceed 30 days, by which time the LEA shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

#### **7.12.B Transfers from District to District within the Same SELPA**

If the child has an IEP and transfers into a district from a district operating under the same special education local plan area of the district in which he or she was last enrolled in a special education program within the same academic year, the new district shall continue, without delay, to provide services comparable to

those described in the existing approved IEP, unless the parent and the LEA agree to develop, adopt and implement a new IEP that is consistent with federal and state law. It is recommended that an IEP Amendment be done to reflect the change in location and provider.

### **7.12.C Transfers from District to District from Outside of State**

If the child has an IEP and transfers from an educational agency outside the state to a district within the state within the same academic year, the LEA shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parents, until the LEA conducts an assessment.

In order to facilitate the transition of an individual with exceptional needs, the new school in which the pupil enrolls shall take reasonable steps to promptly obtain the pupil's records.

Upon receipt of a request from an educational agency where an individual with exceptional needs has enrolled, a former educational agency shall send the pupil's special education records, or a copy thereof, to the new educational agency with five working days. (EC 56325)

As required by sub clause (II) of clause (i) of subparagraph (C) of paragraph (2) of subsection (d) of Section 1414 of Title 20 of the United States Code, the following shall apply to special education programs for individuals with exceptional needs who transfer from an educational agency located outside the State of California to a district within California. In the case of an individual with exceptional needs who transfers from district to district within the same academic year, the local educational agency shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved individualized education program, in consultation with the parents, until the local educational agency conducts an assessment pursuant paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the local education agency, and develops a new individualized education program, if appropriate, that is consistent with federal and state law.

## **7.13 SECONDARY TRANSITION**

Transition services (designed with a results oriented process focused on improving academic functional achievement of the student) must be addressed

in the IEP of the student not later than in the year in which he/she turns 16 years of age. The goal of **transition services** is planned movement from secondary education to adult life that provides opportunities which maximize economic and social independence in the least restrictive environment for individuals with exceptional needs. Planning for transition from school to postsecondary environments should begin in the school system well before the student leaves the system. (30 EC 56460)

Transition is planning for a student's future and how academic courses, functional curriculum and vocational activities help move a student towards the future goal. Discussion about transition or future planning should be addressed at the beginning of the IEP team meeting so that the IEP team is focused throughout the meeting on helping the student work towards his or her future goals. The goal of transition is to provide the student with all the skills, knowledge and support necessary to make their post school goals a reality.

#### **7.13.A IEP Team Participants For Secondary Transition Student**

Role: Participates, communicates preferences and interests, communicates strengths, and takes part in the IEP development.

(If the student is not in attendance, how were the student's interests and preferences determined?)

300.321(b)(1) Would provide that the child be invited to the IEP meeting if a purpose of the meeting is consideration of the child's postsecondary goals and the transition services needed to achieve those goals.

(2006 IDEA Regulations Comments indicated that if the student is a minor, the parents (unless ed. rights have been limited or extinguished) have the authority to determine whether the student should attend the IEP Team meeting (pg.46671) 300.321(b) (2) it is the public agency's obligation to take other steps to ensure that the student's preferences and interests are considered if the child is unable to attend the meeting.

#### **Parent/Family**

Role: Supports the student, reinforces the value of an individual program, and provides information about student's strengths and areas where assistance is needed.

### **Special Education Specialist**

Role: Provides information, provides teaching strategies including accommodations and or modifications, suggests course of study related to student's post school goals; identifies related services, provides input into transition service needs, links student and parents with appropriate post-school services, coordinates all people, agencies, services or programs involved in the transition planning process

### **General Education Teacher**

Role: Assists in planning course of study, assists in identifying and providing modifications, adaptations, support and positive behavioral strategies or interventions.

(34 CFR 300.321 – Not less than one regular education teacher of such child (if the child is, or may be, participating in regular education)

### **LEA Representative**

Role: Support staff and allocate LEA resources

- Qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities
- Is knowledgeable about the general curriculum and the availability of resources of the LEA
- Has the authority to commit the LEA to implement the IEP
- LEA may designate another staff member of the IEP team if these criteria are met.

### **Other Specialists**

- Who can interpret the instructional implications of evaluation results
- Who may be one of the team members already listed.

### **Other Appropriate Agency Personnel**

Role: Provide information about services, eligibility criteria, explain difference between entitlement of school programs and eligibility of adult services, assist in identifying community or adult services



If a participating agency (other than the district) fails to provide the transition services described in the IEP, the IEP team will reconvene to identify alternative strategies to meet the transition objectives for the student.

If an invited agency representative cannot attend the IEP meeting to develop transition services, the district will obtain agency participation in planning for these services by some other means.

#### **7.14 POST-SECONDARY GOALS**

The IEP must document development of measurable postsecondary goals based on age-appropriate transition assessments. The IEP for students 16 years old or younger, if appropriate, must contain: appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills; (bb) the transition services (including courses of study) needed to assist the child in reaching those goals. [Section 614(d) (1) (A) (i) (VIII)]

#### **7.15 AREAS TO BE ADDRESSED**

##### **7.15.A Instruction**

The IEP is an individualized instructional and support plan for students with disabilities. The transition planning, activities and services detailed in the IEP align instruction with student's post-secondary goals.

##### **7.15.B Related Services**

The IEP must describe any related services the student may need, such as transportation to a work experience or career counseling to help the student prepare for his or her future goals.

##### **7.15.C Community Experiences**

Instructional activities may take place in the community such as community based instruction to help students generalize the skills learned in the classroom to the real world.

##### **7.15.D Employment**

All students should have employment related language in their IEP. For some students this may be a goal to go to college; for others it may mean job training or supported employment. Other students may go right to

work after leaving school. LEAs are responsible for helping students identify their goals and develop plans that prepare students to achieve.

#### **7.15.E Daily Living Skills and Functional Evaluation**

Some students may need specific instruction and activities in order to learn to take care of themselves and live as independently as possible. Some students may need a functional evaluation to determine which skills they will need to develop so that they are able to enter employment or live independently.

#### **7.16 TRANSFER OF RIGHTS AT AGE OF MAJORITY**

The IDEA '04 continues the requirement of notifying the student and family that educational rights convert to the student upon reaching the age of majority, which is 18 years old in California: beginning not later than 1 year before the student reaches the age of majority under State law, a statement that the student has been informed of his/her rights if any, that will transfer to the child on reaching the age of majority. (Section 614(d) (1) (A) (i) (VIII), emphasis added)

#### **7.17 POST-SECONDARY FOLLOW UP**

The State requires districts to seek information from students who have graduated from high school to collect data on post school outcomes.

See Appendix B

#### **7.18 STUDENTS BETWEEN NINETEEN AND TWENTY-TWO YEARS**

Between the ages of nineteen and twenty-one, inclusive; enrolled in or eligible for a program under this part or other special education program prior to his or her nineteenth birthday; and has not yet completed his or her prescribed course of study or who has not met proficiency standards.

A) Any person who becomes 22 years of age during the months of January to June, inclusive, while participating in a program under this part may continue his or her participation in the program for the remainder of the current fiscal year, including any extended school year program for individuals with exceptional needs.

B) Any person otherwise eligible to participate in a program under this part shall not be allowed to begin a new fiscal year in a program if he or she becomes 22 years of age in July, August or September or that new fiscal year. However, if a person is in a year-round school program and is completing his or her individualized education program in a term that extends into the new fiscal year, then the person may complete that term.

- C) Any person who becomes 22 years of age during the months of October, November, or December while participating in a program under this act shall be terminated from the program on December 31 of the current fiscal year, unless the person would otherwise complete his or her individualized education program at the end of the current fiscal year or unless the person has not had an individual transition plan incorporated into his or her individualized education program and implemented from the age of 20 years, in which case the person shall be terminated from the program at the end of the fiscal year.

(E.C., Sec. 56026: (c) (4))

#### **7.19 SUGGESTED TRANSITION AND EXIT GUIDELINES**

Special education and related services is a service that may be short term or long term in duration. It is an intervention designed to remediate deficits and address disabling conditions that prevent success in regular education curriculum. The overall goal of special education is to develop the skills necessary to successfully access the regular education curriculum. This skill development, in conjunction with appropriate supports and accommodations in the regular education program should establish a transition of decreased special education services to increased regular education services. In some cases, there may be a complete dismissal from special education. This transition and dismissal addresses the least restrictive environment principle and practice, as required of the IEP Team, which includes regular education staff when the child is currently in regular education or is being considered for regular education.

## Notice of Exit-Summary of Achievement/Performance, Page 1 of 3

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

### NOTICE OF EXIT FROM SPECIAL EDUCATION

It is anticipated that this student will exit from special education on: \_\_\_\_\_

This exit is due to: \_\_\_\_\_

In order to reach this determination, the following information was reviewed:

- Student files including assessments, IEPs, and progress reports
- Progress towards completion of the district's graduation requirements or alternative curriculum
- Performance on district and statewide assessments
- Parent input
- Student input
- Teacher input
- Observation(s) of the student
- Other: \_\_\_\_\_

Based upon the above information, no other options are appropriate, at this time.

Upon graduating with a diploma or exceeding the maximum age of eligibility, your child will no longer be eligible for special education and related services.

### SUMMARY OF ACADEMIC ACHIEVEMENT AND FUNCTIONAL PERFORMANCE

Area	Academic Achievement or Functional Performance
Cognitive Ability	<input type="checkbox"/> This is not an area of suspected disability at this time. <input type="checkbox"/> Currently, student is performing within age appropriate range.
Communication Skills	<input type="checkbox"/> This is not an area of suspected disability at this time. <input type="checkbox"/> Currently, student is performing within age appropriate range.
Pre Academic/Academic (Note results of any general State or district-wide assessments)	<input type="checkbox"/> This is not an area of suspected disability at this time. <input type="checkbox"/> Currently, student is performing within age appropriate range.
Motor (Fine/Gross)	<input type="checkbox"/> This is not an area of suspected disability at this time. <input type="checkbox"/> Currently, student is performing within age appropriate range.
Self-Help	<input type="checkbox"/> This is not an area of suspected disability at this time. <input type="checkbox"/> Currently, student is performing within age appropriate range.
Social/Emotional	<input type="checkbox"/> This is not an area of suspected disability at this time. <input type="checkbox"/> Currently, student is performing within age appropriate range.
Health	<input type="checkbox"/> This is not an area of suspected disability at this time. <input type="checkbox"/> Currently, student is performing within age appropriate range.
Strengths, Interests, Learning Preferences	<input type="checkbox"/> This is not an area of suspected disability at this time. <input type="checkbox"/> Currently, student is performing within age appropriate range.

**Notice of Exit-Summary of Achievement/Performance, Page 2 of 3**

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

**RECOMMENDATIONS FOR ACCOMMODATIONS, SUPPORTS, AND RESOURCES**

Setting	Recommendation (Documented on IEP)
Pre-vocational / vocational	
Training/Education Employment	
Independent Living (If appropriate)	
Other:	

**Agency Linkages** (check agencies known to be working with the individual or could be a resource to the individual)

Agency	Contact Person and Phone Number
<input type="checkbox"/> San Andreas Regional Center (SARC)	
<input type="checkbox"/> California Children’s Services (CCS)	
<input type="checkbox"/> Santa Clara County Department of Health and Human Services	
<input type="checkbox"/> Mental Health Services	
<input type="checkbox"/> Employment Development Department	
<input type="checkbox"/> California Department of Rehabilitation	
<input type="checkbox"/> Community College / University Disabled Student Services	
<input type="checkbox"/> Other:	

**ADDITIONAL INFORMATION/COMMENTS**

A copy of the *Notice of Procedural Safeguards* is enclosed. If you have questions, contact the person below.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Location: \_\_\_\_\_ Phone: \_\_\_\_\_

Notice of Exit-Summary of Achievement/Performance, Page 3 of 3

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

**(These accommodations have been documented on IEP)**

**Recommendations Of Accommodations, Supports And Resources Continued:**

<p><b>Related To Support:</b></p> <p><input type="checkbox"/> Check for understanding</p> <p><input type="checkbox"/> Instructions/directions repeated/rephrased</p> <p><input type="checkbox"/> Present one task at a time</p> <p><input type="checkbox"/> Preferential/assigned seating; explain: _____</p> <p>_____</p> <p><input type="checkbox"/> Use of assignment notebook or planner</p> <p><input type="checkbox"/> Provided with progress reports</p> <p><input type="checkbox"/> Supervision during unstructured time</p> <p><input type="checkbox"/> Cues/prompts/reminders of rules / procedures</p> <p><input type="checkbox"/> Offer choices</p> <p><input type="checkbox"/> Note taking assistance</p> <p><input type="checkbox"/> Access to computer on campus</p> <p><input type="checkbox"/> Use of a scribe/word processing</p> <p><input type="checkbox"/> Use of a calculator</p> <p><input type="checkbox"/> Peer tutor/ staff assistance in _____</p> <p>_____</p> <p><input type="checkbox"/> Prior Behavior Support Plan (BSP)</p> <p><input type="checkbox"/> Home/job/school communication system; explain: _____</p> <p>_____</p> <p>Other: _____</p> <p><b>Related to Health Concerns:</b></p> <p><input type="checkbox"/> Reminder to take medication(s)</p> <p><input type="checkbox"/> Medication(s) given under supervision</p> <p><input type="checkbox"/> Other: _____</p> <p><b>Presentation of Materials &amp; Instructions</b></p> <p><input type="checkbox"/> Books on tape and/or CD</p> <p><input type="checkbox"/> Assignments/tests modified to address identified needs of learning styles: _____</p> <p><input type="checkbox"/> Large print</p> <p><input type="checkbox"/> Closed caption</p> <p><input type="checkbox"/> English language development materials</p> <p><input type="checkbox"/> Manipulative/study aids for _____</p> <p><input type="checkbox"/> Test questions/assignments- given orally</p> <p><input type="checkbox"/> Tests/assignments directions- read orally</p> <p><input type="checkbox"/> Tests/assignments- shorten</p> <p><input type="checkbox"/> Questions on tests/assignments rephrased</p> <p><input type="checkbox"/> Preview of tests/assignments</p> <p><input type="checkbox"/> Tests/assignments given in smaller parts</p> <p><input type="checkbox"/> Visual aids: flash cards, maps, posters, clues, etc.</p> <p><input type="checkbox"/> Other; explain: _____</p>	<p><b>Response to Materials &amp; Instruction</b></p> <p><input type="checkbox"/> Reduced/shortened tests/assignments/tasks: _____</p> <p><input type="checkbox"/> Extended time on in-class assignments/tests: _____</p> <p>_____</p> <p><input type="checkbox"/> Use of notes for tests/assignments</p> <p><input type="checkbox"/> Open book for tests/assignments</p> <p><input type="checkbox"/> Spelling errors will not impact grade when no opportunity for editing assistance and/or spell-check is available</p> <p><input type="checkbox"/> Special projects or alternate assignments in lieu of assignments given to non-disabled peers</p> <p><input type="checkbox"/> Use of a calculator</p> <p><input type="checkbox"/> Proof-reader and redo assignment or writing mechanics not graded</p> <p><input type="checkbox"/> Other: _____</p> <p><b>Settings:</b></p> <p><input type="checkbox"/> Access to study carrel for task/assignments/tests</p> <p><input type="checkbox"/> Free from visual distractions</p> <p><input type="checkbox"/> Quiet environment – free from excessive noise</p> <p><input type="checkbox"/> In a small group environment</p> <p><input type="checkbox"/> Other: _____</p> <p><b>Timing/Scheduling of Tasks/Assignments/tests:</b></p> <p><input type="checkbox"/> Extended time(s): _____ minutes for every _____ minutes given to non-disabled peers</p> <p><input type="checkbox"/> Tests/assignments given in shortened time segments</p> <p><input type="checkbox"/> Extended time on in-class assignments/tests: _____</p> <p>_____</p> <p><input type="checkbox"/> Other: _____</p>
<p><b>For Additional Information</b> such as however not limited to; last cognitive assessment results (psycho-educational report), academic/functional assessment results, Individual Educational Program Packet, or other k-12 schooling documentation <b>contact:</b></p> <p>Name of School District: _____</p> <p>School District's Phone number: _____</p> <p>Title of Contact Person: _____</p> <p>Best if contact is made no later than _____</p>	

\_\_\_\_\_  
Guardian/Adult Student Signature

\_\_\_\_\_  
Date



## Report of Postsecondary Outcomes

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

California requires districts to provide postsecondary follow-up information for students who exited special education during the prior year due to high school graduation or reaching the maximum age of eligibility. This information must be submitted as part of the end-of-the-year CASEMIS report. Therefore, CASEMIS reports submitted in June of the current year must include follow-up information on students who exited during the previous school year. The required follow-up information identifies the student's employment status and what post-secondary educational programs the student is enrolled in, if any. To collect this information, district staff should contact students who exited high school during the previous school year and complete the form below using information provided by the student.

### EXIT INFORMATION

Date of Exit from Special Education: \_\_\_\_\_

Reason for Exit: \_\_\_\_\_

### POST-SECONDARY EDUCATIONAL PROGRAM

Select the entry that most appropriately describes the student's postsecondary educational program:

- |   |   |
|---|---|
| <input type="checkbox"/> Four-year college/university                             | <input type="checkbox"/> Non-WorkAbility Employment Program |
| <input type="checkbox"/> Community College  | <input type="checkbox"/> Adult Training Program             |
| <input type="checkbox"/> Vocational or Technical School (two year degree program) | <input type="checkbox"/> Military Training                  |
| <input type="checkbox"/> GED Program  | <input type="checkbox"/> Not Able to Contact                |
| <input type="checkbox"/> Regional Occupational Program Classes (ROP)              | <input type="checkbox"/> Refused to Answer                  |
| <input type="checkbox"/> Vocational or Technical School (certificate program)     | <input type="checkbox"/> Incarcerated                       |
| <input type="checkbox"/> Work Force Investment Act (WIA) supported program        | <input type="checkbox"/> None                               |

### COMPETITIVE EMPLOYMENT

Competitive employment means work in the competitive labor market that is performed on a full-time or part-time basis in an integrated setting and for which an individual is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid for similar work to non-disabled employees, including self-employment. Select the entry that best describes the student's employment status:

- Employed in a position that meets the definition of competitive employment
- Employed in a position that does **not** meet the definition of competitive employment
- Not employed in any position
- Not able to contact
- Refused to answer

Name of Person Completing Form: \_\_\_\_\_

Position/Title: \_\_\_\_\_

# **CHAPTER 8**

## **SPECIAL EDUCATION PROGRAMS AND RELATED SERVICES**



## SPECIAL EDUCATION PROGRAMS AND RELATED SERVICES

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## **SPECIAL EDUCATION PROGRAMS AND RELATED SERVICES**

### **8.1 PURPOSE AND SCOPE**

The SELPA, or school district, will provide a continuum of program options to meet the needs of students with disabilities to ensure a free appropriate public education (FAPE).

The IEP Team will select the program or combinations of programs that can meet the student's needs in the least restrictive environment (LRE), allowing for maximum interaction with typically developing peers and course content consistent with instruction provided to students without disabilities.

### **8.2 LEAST RESTRICTIVE ENVIRONMENT**

#### **8.2. A Definition**

To the maximum extent appropriate, children with disabilities are educated with typically developing peers. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature of severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

#### **8.2. B Least Restrictive Environment Requirements**

Least restrictive environment (LRE) requirements include the following:

- (1) The child's placement will be as close as possible to the child's home.

- (2) Unless the IEP requires some other arrangement, the child will be educated in the school that he or she would attend if non-disabled.
- (3) In selecting the least restrictive environment, 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 education in age-appropriate regular classrooms solely because of needed modifications in the general curriculum.
- (5) In providing or arranging for the provision of nonacademic and extracurricular services and activities, the district will ensure that the child with the disability participates with non-disabled children in those services and activities to the maximum extent appropriate to the needs of that child.
- (6) Special classes may enroll a student only when the nature or severity of the disability is such that education in the regular classes with the use of supplementary aids and services, including curriculum modifications and behavioral support, cannot be achieved satisfactorily. These requirements also apply to separate schooling or other removal of students from the regular education environment.

(EC 56364, 56364.2; 5 CCR 3042; CFR 300.550)

### 8.2.C. Specialized Academic Instruction (SAI)

***Specialized Academic Instruction (SAI) is defined as:*** “Adapting, as appropriate to the needs of the child with a disability the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.” (34 CFR 300.26(b)(3)).

The California State Department of Education (CDE) made changes in the 2006/07 school year on how they report special education and related services. Therefore, many districts are aligning their reporting system with the requirements of the state. Moving to designating special education services as specialized academic instruction moves districts away from labeling students and allows more opportunities and flexibility for them when developing services that meet their individual needs.

When districts adopt SAI there will no longer be separate designations by program (i.e., resource specialist and SDC). The IEP will now say specialized academic instruction. If a student's IEP states that a student should receive SAI in a separate class, delivered by a special education teacher, the services may look similar to how they are currently but it wouldn't be called a special day class. Then they will decide if the services are provided in general education, in a separate class, in a separate facility, or the community. Additionally, related services will be listed as they have been previously.

The primary instructional service for most special education services will be listed as Specialized Academic Instruction on Form 5A(2) of the IEP. Related services will continue to be listed on form 5A(2). As specialized academic instruction is identified, one must also identify the amount of service and the location. A student may have more than one line for this service when the locations are different. For example, you may have one line that indicates (SAI) in general education for 10 hours a week, and another line that indicates (SAI) in a separate class for 5 hours per week.

### 8.3 CONTINUUM OF PROGRAM OPTIONS

The continuum of options includes, but is not necessarily limited to, all of the following or any combination of the following:

- (a) Regular education classroom with accommodations as determined by IEP.
- (b) Regular education classroom with specialized academic instruction/ resource specialist services.
- (c) Regular education classroom with specialized academic instruction or related services.
- (d) Regular education classroom with services from a special education specialist/ special day class teacher and supports and/or related services.

#### 8.3.A Special Classes and Centers

Instruction in settings other than classrooms where specially designed instruction may occur.

Itinerant instruction in classrooms, resource rooms, and settings other than classrooms where specially designed.

Instruction using telecommunication and instruction in the home, in hospitals, and in other institutions.

### **8.3. B Nonpublic, Nonsectarian School Services.**

Nonpublic, nonsectarian school means a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program and is certified by the CDE.

### **8.3. C State Special Schools.**

In determining the educational placement of a child with a disability, including a preschool child, the district will ensure that the placement decision is made by a group of persons, including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.

All placement decisions will be based on the individual need of the student pursuant to the IEP and not on the basis of the disability, configuration of service delivery, availability of staff, curriculum intent or administrative experience. All placements will be made in the least restrictive environment.

*(EC 56360, 56361; CFR 300.551, 300.26)*

### **8.3. D Related Services**

The term "related services" means transportation, and such developmental, corrective, and other supportive services (including speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, social work services, school nurse services designed to enable an individual with exceptional needs to receive a free appropriate public education as described in the individualized education program of the child, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services, except that such medical services shall be for diagnostic and evaluation purposes only) as may be required to assist an individual with exceptional needs to benefit from special education, and includes the early identification and assessment of disabling conditions in children.

30 EC 56363

Related services as specified in the IEP shall be available, when the instruction and services are necessary for the student to benefit educationally from his or her

special education program. These services may include, but are not limited to, the following:

### **Language and Speech Development and Remediation**

The related service in language speech and hearing may include:

- (1) Specialized instruction and services for students with disorders of language, speech and/or hearing, including monitoring of student progress on a regular basis, providing information for the review, and when necessary participating in the review and revision of IEPs of students.
- (2) Consultative services to students, parents, teachers, or other school personnel in the management of a student's language, speech development, or hearing needs.
- (3) Coordination of speech and language services with a student's regular and special education program.
- (4) The person providing instruction and services shall hold an appropriate credential with specialization in language, speech and hearing

Caseloads of full-time equivalent speech/language pathologist shall not exceed a district-wide or SELPA-wide average of (55) fifty-five students unless prior written approval has been granted by the State Superintendent of Public Instruction.

Services may be provided by a speech/language pathology assistant working under the direct supervision of a credentialed speech/language pathologist if specified in the IEP.

### **Audiological Services**

Audiological instruction and services, aural rehabilitation, including auditory training and speech reading, may include the following:

- (1) Aural rehabilitation (auditory training, speech reading, language habilitation and speech conservation) and habilitation with individual students or groups and support for the hearing-impaired students in the regular classroom.

- (2) Monitoring hearing levels, auditory behavior, and amplification for all students requiring personal or group amplification in the instructional setting.
- (3) Planning, designing, organizing and implementing an audiology program for individuals with auditory dysfunction, as specified in the IEP.
- (4) Consultative services regarding test findings, amplification needs and equipment, ontological referrals, home training programs, acoustic treatment of rooms, and educational management of the hearing-impaired individuals.
- (5) The person providing audiological services shall hold a valid credential with a specialization in clinical or rehabilitative services in audiology.

### **Orientation and Mobility Instruction**

Related services in orientation and mobility may include the following:

- (1) Specialized instruction for individuals in orientation and mobility techniques.
- (2) Consultative services to other educators and parents regarding instructional planning and implementation of the IEP.
- (3) Counseling services to parents of individuals with disabilities relative to the development of orientation and mobility skills and independent living skills of their children.
- (4) The person providing mobility instruction and services shall hold a credential as an orientation and mobility specialist.

### **Home and Hospital Instruction**

Related services in the home or hospital may include the following:

- (1) Instruction and services for individuals with disabilities whose physical condition requires their confinement for prolonged periods of time and who require long-term instruction at home or in a hospital. The IEP team must recommend this service.
- (2) Instruction and service for individuals with disabilities, whose disability restricts their capability to attend school, and whose instructional goals



include both academic and rehabilitative services. This service must be recommended by the IEP team and is regarded as an interim placement.

- (3) One (1) hour of home/hospital instruction is the equivalent of a full day of ADA, and that a typical home/hospital instruction is 1 hour per day. However, the amount of instruction time must be based upon a student's needs, and may be fewer or greater than 60 minutes per day.

Instruction in the home or hospital shall be provided by a regular class teacher, the special class teacher or the resource specialist, if the teacher or specialist is competent to provide such instruction.

### **Adapted Physical Education (APE)**

Adapted physical education is designed for students with disabilities who require developmental or corrective instruction and which preclude the individual's participation in the activities of the general physical education program, modified regular physical education program, or in a specially designed physical education program in a special class.

Consultative services may be provided to students, parents, teachers, or other school personnel for the purpose of identifying supplementary aids and services or modifications necessary for successful participation in the regular physical education program or specially designed physical education programs.

Teachers instructing adapted physical education shall have a credential authorizing the teaching of adapted physical education as established by the Commission on Teacher Credentialing.

### **Physical and Occupational Therapy**

When the district, SELPA or county office contracts for the services of a physical therapist or an occupational therapist, the following standards shall apply:

- (1) Occupational or physical therapists shall provide services based upon recommendation of the IEP Team. Physical therapy services may not exceed the services specified in the Business and Professions Code at Section 2620.
- (2) The district, SELPA, or county office shall assure that the therapist has available safe and appropriate equipment.

- (3) A physical therapist shall be currently licensed by the Board of Medical Quality Assurance of the State of California and meet the educational standards of the Physical Therapy Examining Committee.
- (4) An occupational therapist shall be currently registered with the American Occupational Therapy Association.

### **Vision Services**

Related services for the students with visual disabilities may include the following:

- (1) Adaptations in curriculum, media, and the environment, as well as instruction in special skills.
- (2) Consultative services to students, parents, teachers, and other school personnel.
- (3) The person providing services shall hold an appropriate credential with specialization in the area of the visually impaired.

### **Counseling and Guidance**

Counseling and guidance services may be provided to an individual with a disability, that requires these services, to supplement the program. The IEP team shall determine the need for guidance and counseling services. Services may include:

- (1) Educational counseling in which the student is assisted in planning and implementing his or her immediate and long-range educational program.
- (2) Career counseling in which the student is assisted in assessing his or her aptitudes, abilities, and interests in order to make realistic career decisions.
- (3) Personal counseling in which the student is helped to develop his or her ability to function with social and personal responsibility.
- (4) Counseling and consultation with parents and staff members on learning problems and guidance programs for students.
- (5) The individual performing counseling services to students shall be qualified.

### **Psychological Services**

Related psychological services other than assessment and development of the IEP may include:

- (1) Counseling provided to an individual with disabilities by a credentialed or licensed psychologist or other qualified personnel.
- (2) Consultative services to parents, students, teachers and other school personnel.
- (3) Planning, managing and implementing a program of psychological counseling for eligible children and parents as specified in the IEP.

### **Parent Counseling and Training**

Parent counseling and training may include:

- (1) Assisting parents in understanding the special needs of their child,  
and
- (2) Providing parents with information about child development.

### **Health and Nursing Services**

Related health and nursing services are designed to assist those individuals with disabilities who have health problems. Qualified personnel will provide services. Services may include the following:

- (1) Managing the individual's health problems on the school site;
- (2) Consulting with staff members regarding management of the individual's health problems;
- (3) Providing group and individual counseling with the individuals and parents regarding health problems; and
- (4) Making appropriate referrals and maintaining communication with health agencies providing care to individuals

### **Social Work Services**

Personnel providing social worker services shall be qualified. Social work services may include:

- (1) Individual and group counseling with the individual and his or her immediate family;
- (2) Consultation with students, parents, teachers, and other personnel regarding the effects of family and other social factors on the learning and developmental requirements of individuals with disabilities; and
- (3) Developing a network of community resources, making appropriate referral and maintaining liaison relationships among the school, the student, the family, and the various agencies providing social, income maintenance, employment development, mental health, or other developmental services.

### **Specially Designed Vocational Education and Career Development**

Personnel providing vocational education services shall be qualified.

Specially designed vocational education and career development for individuals with disabilities regardless of severity of disability may include:

- (1) Providing prevocational programs and assessing work-related skills, interest aptitudes, and attitudes;
- (2) Coordinating and modifying the regular vocational education program;
- (3) Assisting individuals in developing attitudes, self-confidence, and vocational competencies to locate, secure, and retain employment in the community or sheltered environment, and to enable such individuals to become participating members of the community;
- (4) Establishing work training programs within the school and community;
- (5) Assisting in job placement;
- (6) Instructing job trainers and employers as to the unique needs of the individuals;
- (7) Maintaining regularly scheduled contact with all workstations and job-site trainers; and

- (8) Coordinating services with the Department of Rehabilitation, the Department of Employment Development and other agencies as designated in the IEP.

### **Recreation Services**

Recreation services include but are not limited to the following:

- (1) Therapeutic recreation services which are those specialized instructional programs designed to assist students in becoming as independent as possible in leisure activities, and when possible and appropriate, facilitate the student's integration into regular recreation programs;
- (2) Recreation programs in schools and the community which are those programs that emphasize the use of leisure activity in the teaching of academic, social, and daily living skills; and, the provision of nonacademic and extracurricular leisure activities and the utilization of community recreation programs and facilities; and
- (3) Leisure education programs which are those specific programs designed to prepare the student for optimum independent participation in appropriate leisure activities, including teaching social skills necessary to engage in leisure activities, and developing awareness of personal and community leisure resources.

### **Specialized Services for Low Incidence Disabilities**

Specialized services for low incidence disabilities may include:

- (1) Specially designed instruction related to the unique needs of students with low-incidence disabilities.
- (2) Specialized services related to the unique needs of students with low-incidence disabilities provided by qualified individuals such as interpreters, note-takers, readers, transcribers, and other individuals who provide specialized materials and equipment.
- (3) Services will be provided by appropriately credentialed teachers.

### **Services for Students with Chronic Illnesses or Acute Health Problems**

Specialized services for students with chronic illnesses or acute health problems include but are not limited to:

- (1) Individual consultation;
- (2) Home or hospital instruction; and
- (3) Other instructional methods using advanced communication technology.

### **Services for Deaf and Hard of Hearing Students**

Related services for deaf and hard of hearing students may include but need not be limited to:

- (1) Speech, speech reading and auditory training;
- (2) Instruction in oral, sign, and written language development;
- (3) Rehabilitative and educational services for hearing impaired individuals to include monitoring amplification, coordinating information for the annual review, and recommending additional services;
- (4) Adapting curricula, methods, media, and the environment to facilitate the learning process; and
- (5) Consultation to students, parents, teachers, and other school personnel as necessary to maximize the student's experience in the regular education program.

A specially trained instructional aide, working with and under the direct supervision of the credentialed teacher of the deaf and hard-of-hearing, may assist in the implementation of the student's educational program.

Services will be provided by an individual holding an appropriate credential to provide services to the hearing impaired and who has training, experience and proficient communication skills for educating students with hearing impairments.

### **Individual and Small Group Instruction**

Instruction delivered one-to-one or in a small group as specified in an IEP enabling the student(s) to participate effectively in the total school program.

**8.3.E Educationally Related Mental Health Services**

Educationally related mental health services are designed to assist students with mental health issues to benefit from their special education program. These services could include: individual and group counseling, counseling and guidance, parent counseling, social work services, psychological services, behavior intervention services, intensive support services and residential treatment services.

NOTE: See Appendix A Santa Clara County SELPA's "Educationally Related Mental Health Services" Guidelines

**8.3.F Resource Specialist Program/Non-intensive Services****Program Description**

The resource specialist program/non-intensive services shall provide, but not be limited to, all of the following:

- (1) Provision for a resource specialist or specialists who shall support instruction and services for those students whose needs have been identified in an IEP, developed by the IEP Team, and who are assigned to regular classroom teachers for a majority of a school day;
- (2) Provision of information and assistance to students with disabilities and their parent;
- (3) Provision of consultation, resource information, and material regarding students with disabilities to their parents and to regular staff members;
- (4) Coordination of special education services with the regular school programs for each student enrolled in the resource specialist program;
- (5) Monitoring of student progress on a regular basis, participation in the review and revision of individualized education programs, as appropriate, and referral of students who do not demonstrate appropriate progress to the IEP Team; and
- (6) Emphasis at the secondary school level on academic achievement, career and vocational development, and preparation for adult life.

**Program Staffing**

The resource specialist program/non-intensive program shall be under the direction of a resource specialist/mild to moderate specialist, who is a

credentialed special education specialist, or who has a clinical services credential, with a special class authorization, who has had three or more years of teaching experience, including both regular and special education teaching experience, and who has demonstrated the competencies for a resource specialist, as established by the Commission on Teacher Credentialing.

At least 80 percent of the *resource specialists* within a local plan shall be provided with an instructional aide.

No resource specialist shall have a caseload that exceeds 28 students without a waiver.

Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes.

Provisions for a resource specialist or specialists who shall provide support and services for those pupils whose needs have been identified in an individualized education program developed by the individualized education program team and who are assigned to regular classroom teachers for a majority of a school day.

(EC 56362)

### **8.3. G Special Classes/Intensive Services**

#### **Program Description**

Placement in a special day class/intensive services shall not limit or restrict the consideration of other options, including services provided in a vocational education program or any combination of programs and placements as may be required to provide the services specified in a student's IEP.

The following standards for special classes shall be met:

- (a) Special classes may enroll students only when the nature or severity of the disability of the student is such that education in the regular classes with the use of supplementary aids and services including curriculum modification and behavioral support cannot be achieved satisfactorily. These requirements also apply to separate schooling or other removal of individuals with disabilities from the regular educational environment;



- (b) A special class shall be composed of students whose needs as specified in the IEPs can be appropriately met within the class;
- (c) Students in a special class shall be provided with an educational program in accordance with their individualized education programs for at least the same length of time as the regular school day for that chronological peer group;
- (d) When a student can benefit by attending a regular program for part of the day, the amount of time shall be written in the IEP;
- (e) Students with low incidence disabilities may receive all or a portion of their instruction in the regular classroom, while being enrolled in special classes taught by an appropriately credentialed teacher, who serves these students at one or more school sites, with instruction provided consistent with state guidelines; and
- (f) When the IEP team determines that a student cannot function for the period of time of a regular school day, and when it is so specified in the IEP, a student may be permitted to attend a special class for less time than the regular school day for that chronological peer group.

### **Program Staffing**

The special class shall be taught by a teacher, whose responsibility is the instruction, supervision, and coordination of the educational program for those students enrolled in the special class.

The special class teacher must hold an appropriate special education credential and possess the necessary competencies to teach students assigned to the class.

The procedure for allocation of aides for special classes shall be specified in the local plan. Additional aide time may be provided when the severity of the handicapping conditions of the pupils or the age of the pupils justifies it, based on the individualized education programs.

*5 CCR 3053*

### **8.3. H Nonpublic, Nonsectarian Schools and Agencies**

When a student with disability's educational needs cannot be met in a public educational program, nonpublic nonsectarian school services shall be made available.

These services shall be provided under contract with the district, SELPA, or county office to provide the appropriate special educational facilities, special education, or related services required by the individual with disabilities, when no appropriate public education program is available.

Refer to Chapter 11 for complete information about nonpublic nonsectarian schools and agencies.



# **SANTA CLARA COUNTY SELPAS EDUCATIONALLY RELATED MENTAL HEALTH SERVICES GUIDELINES**

**2011-2012**  
**Revised July 2014**



**This document was developed through the Santa Clara County SELPA offices for the purpose of providing districts a guideline document for Educationally Related Mental Health Services. This document is intended to provide guidance only and any specific legal questions should be directed to your district's legal counsel.**



SELPAS I, II, III, IV, VII



South East SELPA  
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## ACKNOWLEDGEMENTS

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## **SANTA CLARA COUNTY SELPA “EDUCATIONALLY RELATED MENTAL HEALTH SERVICES” GUIDELINES**

Santa Clara County SELPA member LEAs are committed to meeting the social, emotional and academic needs of students in their schools. The following guidelines will assist IEP teams in determining when “educationally related mental health services” are necessary for the student to receive educational benefit. The below guidelines are intended to be a general overview of mental health procedures. Each student is unique and therefore all procedures may not strictly apply to all cases.

The IEP team makes the determination if a student’s social-emotional symptoms and/or related behavioral presentation impede his/her learning or the learning of others. It is also the responsibility of the IEP team or SST to ensure that all appropriate behavior interventions and pre-referral counseling have been fully implemented. School-based interventions can include such things as school-wide behavior supports, individual counseling, group counseling and character education. IEP based interventions can include such things as behavior specialist consultation/support services, pragmatics or social skill instruction, DIS psychological counseling, Functional Behavior Assessment (FBA), and/or Behavior Intervention Plan (BIP) development/review.

### **Definition**

“Educationally related mental health services” are identified as social/emotional and behavioral services required for a student to receive educational benefit from his/her special education program and services. These services may include: individual and group counseling, counseling and guidance, parent counseling, social work services, psychological services, behavior intervention services, intensive support services and residential treatment services.

### **Assessing and Determining Needs for “Educationally Related Mental Health Services”**

- IEP teams should determine whether a student requires the related service of “educationally related mental health services” using the same general process used to determine the need for other related services. Students with IEPs are eligible for “educationally related mental health services” as a related service if the student’s IEP team determines that “educationally related mental health services” are needed in order for the student to receive educational benefit. The IEP team determines what special

education and related services are needed for the student to receive a free appropriate, public education in the least restrictive environment. This determination should be based on evaluative data. Such evaluative data may include formal assessments and evaluative testing, observations of the student in his/her environment, information from records, student/parent/provider interviews, and actual student performance. The method used will depend upon the individual student and circumstances. Regardless of the method used, IEP teams must be provided adequate information to determine the needs of a student and the type, frequency and duration of services necessary to meet those needs. In general, the assessment process for educationally related mental health services is the same as the process used to determine a student's needs in any other area of educational functioning. .

Following are examples of relevant data an assessment may collect:

- Input from student, teachers, parents or other providers through standardized testing and/or interview;
- History of absence or tardiness, truancy, detentions, discipline referrals, etc.;
- Hospitalization history and documentation;
- Observation of student;
- History with law enforcement or social services agencies;
- Other medical/educational information contained in a student's education files.

The IEP team should analyze and document that the student's current functioning, including cognitive functioning, is at a level sufficient to enable the student to benefit from educationally related mental health services (not including consultation services), and that the student exhibits emotional or behavioral characteristics or symptoms that:

- Are observed by, or reported to, qualified educational staff, that occurs in educational and other settings, as appropriate.
- Impede the student from benefiting from education services.
- Are identified as significant, as indicated by their rate of occurrence, intensity and duration
- Are associated with a condition that cannot be described solely as a temporary adjustment problem.

Typically, the IEP team should systematically design, implement and review a behavior intervention plan prior to providing educationally-related mental health services. However, under some circumstances, a behavior intervention plan may not have been developed prior to the determination of the student's need for "educationally related mental health" services.

The IEP team has gathered data to support the implementation of behavioral and social/emotional practices to determine that less restrictive supports in the school setting are insufficient to provide educational benefit and that related services are necessary to provide the student with educational benefit in the least restrictive environment.

### **Goal Development**

The student's needs are identified by the IEP team using assessment data. Goals must be developed for every identified area of need, including the needs for which educationally related mental health services may be required. Goals must be observable, measureable and educationally relevant. Progress reporting on goals must be on a regular basis, as identified by the student's IEP team.

### **Students Requiring “Educationally Related Mental Health Services”**

The IEP team determines that a student needs “educationally related mental health services” when the student has significant needs identified through assessment by qualified school personnel in the areas of social-emotional or social-behavioral functioning. In addition, the student must have a current IEP, and the IEP should contain behavior goal(s) or a behavior intervention plan which has been appropriately implemented. In exceptional circumstances, some students' IEPs may not contain behavior goals or a behavior intervention plan prior to a recommendation for educationally related mental health services. Students eligible for “educationally related mental health services” are not just those identified as having an emotional disturbance. However, the IEP team should consider reassessing the basis for eligibility if more intensive services are being considered and a student has not previously been eligible under the category of emotional disturbance. Students can be anywhere on the continuum of placement and services, as long as their present levels and current baselines indicate a need for a social/emotional or behavioral goal, positive behavior plan, and “educationally related mental health services”. The doctrine of least restrictive environment applied to educationally-related mental health services and best practices support, where appropriate, a tiered approach where lower level interventions have been implemented and that the data/observations collected indicate that a higher, more intensive level of support services is needed.



**When should an IEP team recommend a student for more intensive mental health related services?**

After fully implementing the IEP and determining a student is not receiving appropriate educational benefit from the special education and related services on his/her IEP due to mental health needs, the IEP team should consider more intensive “educationally related mental health services”. IEP teams must clearly document the suspected/identified need related to mental health and any recommendation for “educationally related mental health services” utilizing data and information collected from sources such as various lower level interventions, implementation of the BIP, Functional Behavioral Assessments, current scores on standardized behavior rating scales observations, IEP team member input and the student’s present levels of functioning. Subsequent to the IEP team recommendation, qualified educational personnel should validate and compile the following information:

- A narrative summary describing the student’s current mental health needs, the specific lack of appropriate educational progress and how this impacts educational performance in the school setting, a description of the pre-referral counseling, psychological, and/or guidance services, if any, and why the IEP team has determined that the services do/do not meet the student’s current educational needs. Or, in cases where these services are clearly inappropriate, the IEP team has documented which of these of the less restrictive services were considered and why they were determined to be inadequate [including, but not limited to, significant history of private psychological/psychiatric care (chronic) and/or hospitalizations (acute) that have clearly impacted educational performance.
- A recommendation for each related service being considered by the IEP team including duration and frequency
- A current psycho-educational evaluation report completed within an appropriate period of time prior to the IEP team recommendation.
- Current IEP
- Data or evidence describing the full implementation of the BIP and/or the student’s progress on the behavior goal(s)
- A Functional Behavior Analysis, if appropriate, has been completed

A student *who is in the process of being evaluated* and suspected of being eligible for special education may require more intensive “educationally related mental health services”. Similar to the above requirements, the initial assessment team must clearly document the suspected/identified need related to mental health and the recommendation for assessment for

more intensive “educationally related mental health services”. Qualified school personnel should validate and compile the above mentioned information as it becomes available, and, most importantly, a comprehensive narrative describing the need for evaluation.

### **Strong Collegial Collaboration**

Counseling should not occur in isolation. It is crucial that counselors be trained to create strong collegial linkages based on the needs of their students. Whether the student is at the elementary, middle school or high school level it is important to have on-going communication with those staff persons that are most involved with the student such as, the classroom teacher, school psychologist, case manager, school principal or assistant principal. Some of the issues that warrant on-going communication include, but are not limited to the following:

- Disciplinary actions
- Grades
- Scheduling for services and scheduling of classes
- Interpersonal strengths/weaknesses
- Follow-up relative to counseling goal
- Knowledge of traumatic event in student’s life (confidentiality)

### **“Educationally Related Mental Health Services” Needs**

“Educationally related mental health services” are recommended and agreed upon at the IEP team meeting if the team determines these services are necessary for the student to access and benefit from his/her education program. The “educationally related mental health services” must have an educational purpose and must be directed toward helping the student meet his/her goals and progress in the general curriculum. Data from measurable goals should be used when possible to determine whether the “educationally related mental health services” have contributed toward improved educational success. These services must also be provided in the *least restrictive environment*. “Educationally related mental health services” should therefore be provided on a school campus whenever possible. It is the responsibility of the provider of the service to ensure compliance with all confidentiality laws and regulations.

### **Service Locations**

#### Comprehensive campus

When “educationally related mental health services” are provided on a comprehensive campus, the service provider will discuss space requirements with the site administrator who is responsible to arrange for appropriate space availability. For services requiring confidentiality, a private room that will provide the student needed confidentiality and reliability in service provision will be available to the provider on a regular basis.

### Students requiring services not available on a comprehensive school campus

When a student's needs are deemed beyond the capacity of a comprehensive campus and alternative settings are under consideration for the student, the IEP team should document the team's attempts to address the behavior and/or social emotional concerns in the *least restrictive environment*. All efforts must be made to address the student's needs within the continuum of services within the LEA (including SELPA regional programs) prior to consideration of residential and/or nonpublic school attendance.

Just as in any review of LRE and services, it must be evident that, outside of crisis intervention, the student's needs exceed the current supports and services. Therefore, it is vital to review student's related services, attendance, medication compliance (if applicable), educational environmental supports, and current eligibility status.

Due to the severity of a student's needs, it may be necessary for the IEP team to consider residential and/or non-public school to address the student's educational needs. When this is the case, it is required that the appropriateness of all LRE options relating to the continuum of services have been considered. In general, the IEP team will determine appropriate placement in the least restrictive environment based on a student's unique needs as determined by, among others, present levels of performance, service provider recommendation, and recommended/adjusted goals.

### **Confidentiality**

Educationally related mental health service records prepared by LEA personnel or LEA contractors will typically be subject to the confidentiality requirements of the Family Educational Rights and Privacy Act (FERPA). However, depending on the circumstances, mental health records in the possession of an LEA or a provider of school-based mental health services may, in addition to FERPA, be governed by the Health Insurance Portability and Accountability Act (HIPPA); the California Education Code (see, e.g., sections 49060 through 49079); the California Civil Code (see, e.g., sections 56-56.37; and/or the California Welfare and Institutions Code (see, e.g., sections 5328-5329). Each LEA and provider of school-based mental health services shall be responsible to determine the confidentiality requirements applicable to each student's school-based mental health service records and each LEA shall develop and implement processes to ensure that the confidentiality of these records is maintained in compliance with these requirements.

### **Exit Criteria**

When a student's functioning stabilizes, as demonstrated by consistent goal achievement, general adaptive functioning improvement and stabilization, as well as academic progress; student will be reassessed for continued need or modification to "Educationally Related Mental Health Services". As with any IEP service, recommendations for changes to or exit from services are made by a student's IEP team.

# **CHAPTER 9**

## **SUSPENSION AND EXPULSION DUE PROCESS**

## SUSPENSION AND EXPULSION/DUE PROCESS

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## SUSPENSION AND EXPULSION DUE PROCESS

### 9.1 Discipline

A student identified as an individual with disabilities pursuant to IDEA and 504 is subject to the same grounds for suspension and expulsion which apply to students without disabilities.

A student with a disability can be expelled for violation of school conduct codes only when certain procedural safeguards are followed.

If an action is contemplated regarding behavior resulting in consideration for expulsion or involving a removal that constitutes a change of placement, the parents must be notified of that decision no later than the date on which the decision to take that action is made.

Immediately, if possible, but in no case later than 10 school days after the date on which the decision to take that action is made, the IEP team must meet to review the relationship between the child's disability and the behavior subject to the disciplinary action.

### 9.2 Suspension

The superintendent or designee may suspend a student with a disability for up to **5 consecutive school days** for a single incident of misconduct and up to **20 school days in a school year**. However an additional 10 days is allowed for reassignment for purposes of readjustment.

The principal or designee shall monitor the number of days, including portions of days that students with valid IEPs have been suspended during the school year.

### **9.3 Services during Suspension**

Students suspended for more than 10 school days in a school year shall continue to receive services, during the period of suspension, to enable the child to participate in the general curriculum and to progress toward meeting the goals in the student's IEP, as determined by appropriate school personnel, in consultation with the teacher.

### **9.4 Transportation during Suspension**

If the student with disabilities is excluded from school bus transportation, the student is entitled to be provided with an alternative form of transportation at no cost to the student or parent/guardian, provided that transportation is specified on the IEP.

### **9.5 Procedural Safeguards**

The following procedural safeguards shall apply when a student is suspended for more than 10 cumulative school days, when a student is placed in an interim alternative educational setting (IAES), or when a change of placement is contemplated.

Not later than the date on which the decision to take action is made, the parents/guardians of the student shall be notified of the decision and provided the procedural safeguards notice.

### **9.6 Manifestation Determination**

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, the LEA, the parent, and relevant members of the IEP Team (as determined by the parent and the LEA) shall review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine:

- (1) if the conduct in question was caused by, or had a direct and substantial relationship to the child's disability; or
- (2) if the conduct in question was the direct result of the LEA's failure to implement the IEP.

If the LEA, the parent, and relevant members of the IEP Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.



**9.6.A Determination that Behavior was a Manifestation**

In determining that the behavior **was** a manifestation of the child's disability, the IEP Team must:

- (1) Conduct a functional behavioral assessment, and implement a behavioral intervention plan for the child, provided that the LEA had not conducted such assessment prior to such determination before the behavior resulted in change of placement.
- (2) In the situation where a behavioral intervention plan has been developed, review behavioral intervention plan if the child has such a behavioral plan, and modify it, as necessary, to address the behavior; and
- (3) Except under special circumstances, return the child to the placement from which the child was removed, unless the parent and the LEA agree to a change of placement as part of the modification of the behavioral intervention plan.

**9.6. B Determination that Behavior was NOT a Manifestation of the Disability**

If the team determines that the behavior was **not** a manifestation of the disability:

- (1) Student must continue to receive services to enable the student to participate in the general curriculum and to progress toward meeting the goals in the student's IEP.
- (2) If appropriate, receive a functional behavioral assessment, behavior intervention services and modifications that are designed to address the behavior violation so that it does not recur.
- (3) District should continue through the expulsion process. Change of placement to alternative setting for duration of the expulsion process and decision is finalized.

**(Refer to Chapter 16 for Manifestation Determination Form)**

### 9.7 45-day Removal to IAES (Special Circumstances)

School personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the child's disability, in cases where a child:

- (1) Carries or possesses a weapon to or at school, on school premises, or at a school function under the jurisdiction of the LEA.
- (2) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of the LEA; or
- (3) Has inflicted serious bodily injury upon another person while at school, on school premises, or at school function under the jurisdiction of a State or LEA.

The IAES shall be determined by the IEP Team.

#### **Definition of *Serious Bodily Injury***

Serious bodily injury means bodily injury which involves:

- (1) A substantial risk of death
- (2) Extreme physical pain
- (3) Protracted and obvious disfigurement; or
- (4) Protracted loss or impairment of the function of a bodily member, organ, or mental faculty.

18-U.S.C. 1365(h) (3)

### 9.8 Services During 45-Day Placement

A student who is removed from current placement to 45-day placement must:

- (1) Student must continue to receive services to enable the student to participate in the general curriculum and to progress toward meeting the goals in the student's IEP.
- (2) Receive, as appropriate, a functional behavioral assessment, behavior intervention services and modifications that are designed to address the behavior violation so that it does not recur.

### 9.9 Disciplinary Appeal Process

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the LEA that believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others may request a hearing.

**9.10 Placement During Appeal Process**

When an appeal has been requested by either the parent or the LEA: The child shall remain in the interim alternative educational setting pending the decision of the hearing officer until the expiration of the 45-day placement provided whichever occurs first, unless the State or LEA agree otherwise

**9.11 Expedited Hearing**

The State or LEA shall arrange for an expedited hearing, which shall occur within 20 school days of the date the hearing is requested and shall result in a determination within 10 school days after the hearing.

**9.12 Authority of Administrative Law Judge (ALJ)**

The ALJ shall hear, and make determination regarding an appeal request. In making the determination, the ALJ may order a change in placement of a child with a disability. In such situations, the ALJ may:

- (1) Return the child with a disability to the placement from which the child was removed; or
- (2) Order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 days, if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

**9.13 Protections for Children Not Yet Eligible for Special Education and Related Services**

A child who has not been determined to be eligible for special education and related services and who has engaged in behavior that violates a code of student conduct, may assert any of the protections provided for in this part if the LEA had knowledge that the child was a child with a disability before the behavior that precipitated the disciplinary action occurred.

**9.13.A Basis of Knowledge**

A LEA shall be deemed to have knowledge that a child is a child with a disability if, before the behavior precipitated the disciplinary action occurred:

- (1) The parent of the child has 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.

- (2) The parent of the child has requested an evaluation of the child.
- (3) The teacher of the child, or other personnel of the LEA, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education of such agency or to other supervisory personnel of the agency.

### **9.13.B Exception**

An LEA shall not have been deemed to have knowledge that the child is a child with a disability if the parent of the child has not allowed an evaluation of the child or has refused services if the child has been evaluated and it was determined that the child was not a child with a disability.

### **9.14 Conditions that Apply if No Basis of Knowledge**

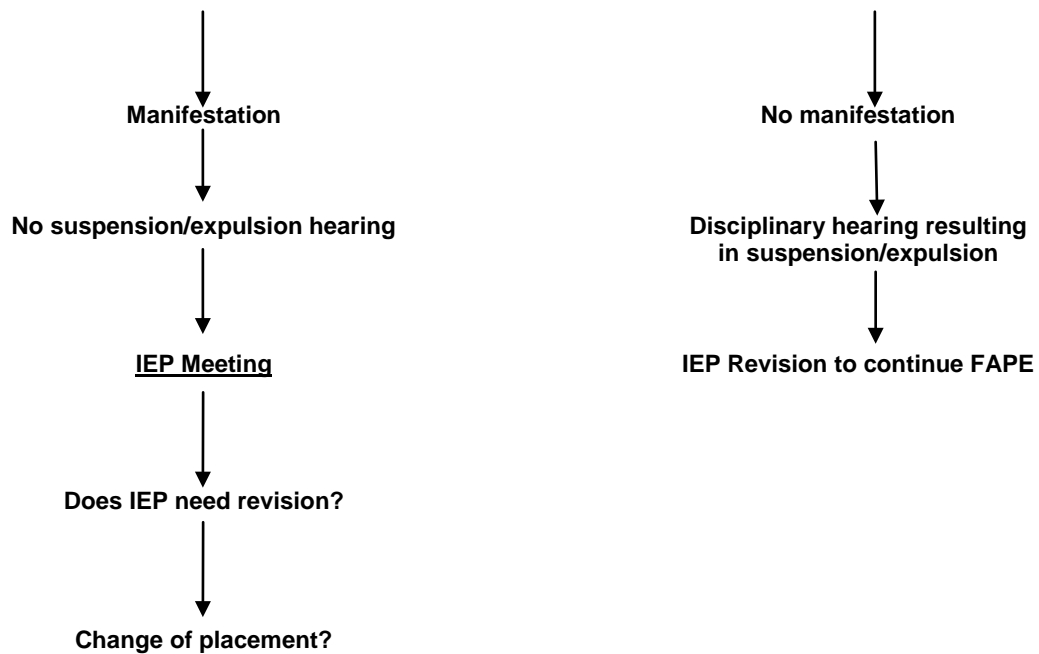
- (1) If a LEA does not have knowledge that a child is a child with a disability prior to taking disciplinary measures against the child, the child may be subjected to disciplinary measures applied to children without disabilities, who engage in comparable behaviors.
- (2) If a request is made for an evaluation of a child during the time period in which the child is subjected to disciplinary measures, the evaluation shall be conducted in an expedited manner. If the child is determined to be a child with a disability, taking into consideration information from the evaluation conducted by the LEA and information provided by the parents, the LEA shall provide special education and related services. Pending the results, the child shall remain in the educational placement determined by school authorities.

## Disciplinary Steps

(More than 10 school days of removal from current placement in a school year when a change of placement occurs)

### IEP Team Meeting

1. Functional behavioral assessment/review behavior plan
2. Provide parents notice of rights
3. Manifestation issue



# **CHAPTER 10**

## **REFERRAL PROCEDURES FOR SANTA CLARA COUNTY OFFICE OF EDUCATION SPECIAL EDUCATION PROGRAMS**

**REFERRAL PROCEDURES FOR  
SANTA CLARA COUNTY OFFICE OF EDUCATION  
SPECIAL EDUCATION PROGRAMS**

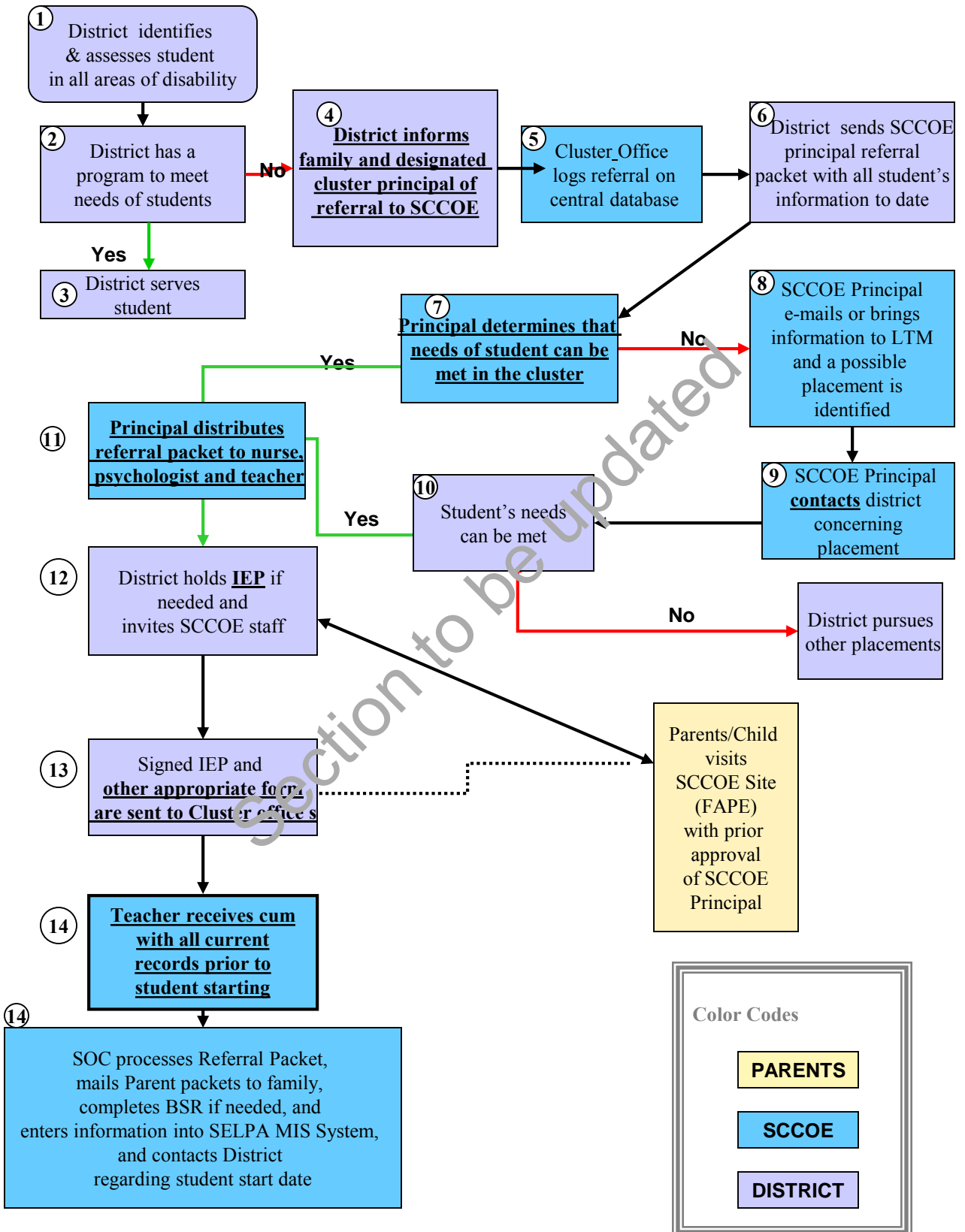
10.1 DISTRICT REFERRAL PROCESS FLOW CHART ..... 1

10.2 REFERRAL LOG DIRECTIONS..... 2

10.3 REFERRAL LOG ..... 5

Section to be updated

# Student Placement Process (External)



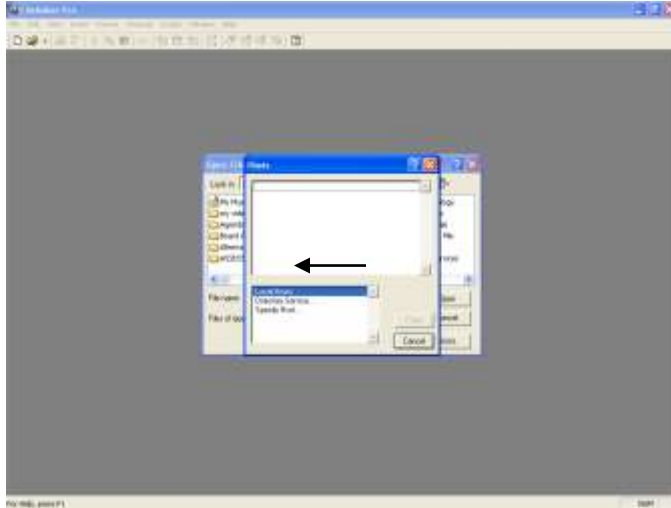
5-DAY PROCESS

PARENTS SAYS NO => STOP

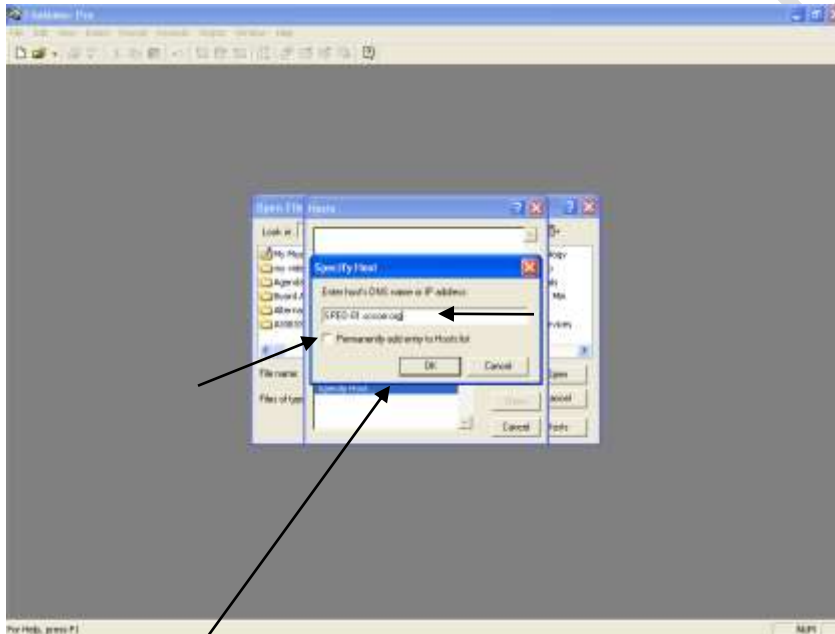




5. Click on “Specify Hosts” at the bottom of the window

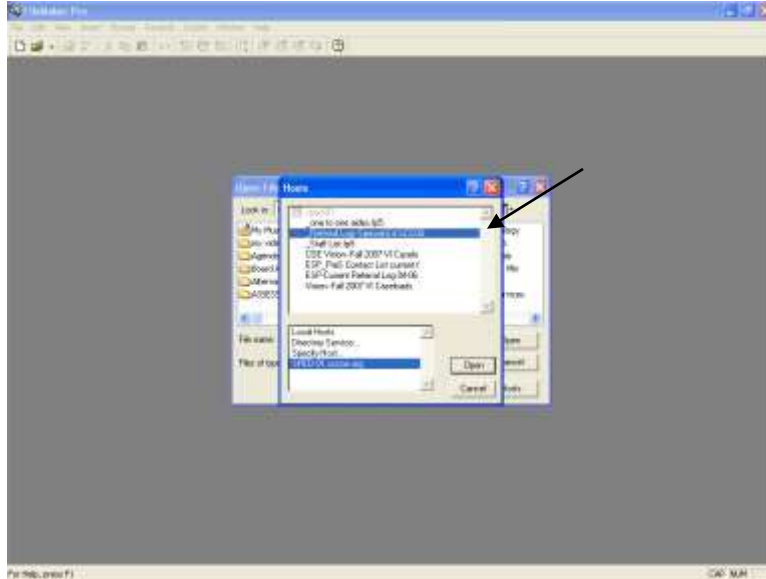


6. When the “Specify Hosts” box comes up, type in SPED-01.scooe.org and click in the small box that says “Permanently add entry to Hosts List”.

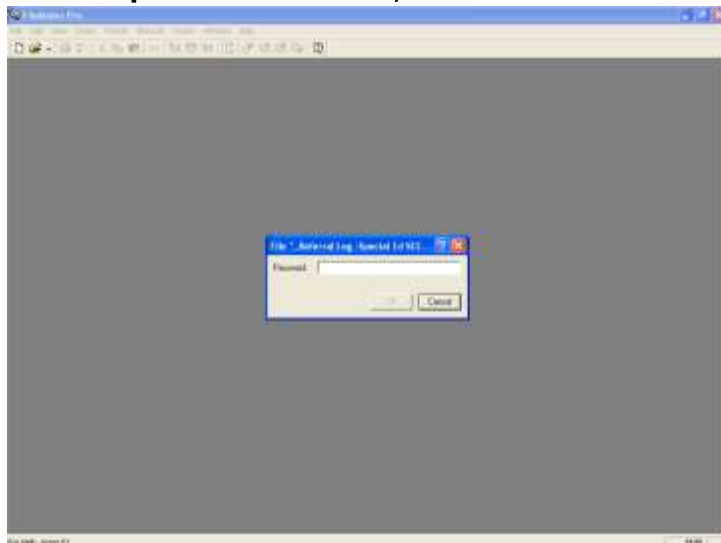


7. Click “OK”.

**8. All the databases will appear. Double Click on Referral Log**



**9. Enter password “referral”; Click OK and database will open.**



After the first time you have followed this process on your computer, you will only need to complete the following steps:

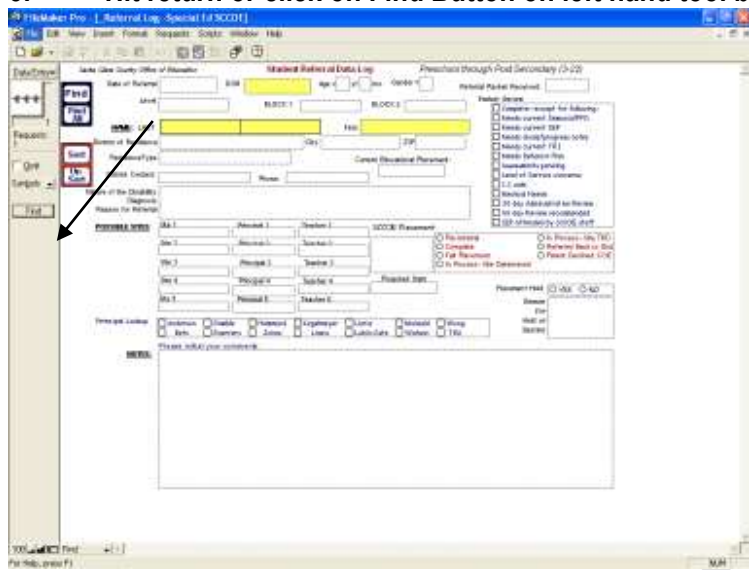
- Complete steps 1 through step 4
- SPED-01.sccoe.org will automatically appear as a choice
- Click on SPED-01.sccoe.org and a database list will appear
- Select Referral Log
- Enter password

## REFERRAL LOG

You can use the “Find” function to pull up files using any of the fields. Below are instructions for the most commonly used ways to pull up records:

### Find by Student:

1. Click on Find button
2. Type in first or last name of student
  - a. If unsure of spelling, type in the first few letters of the name
3. Hit return or click on Find Button on left hand tool bar:

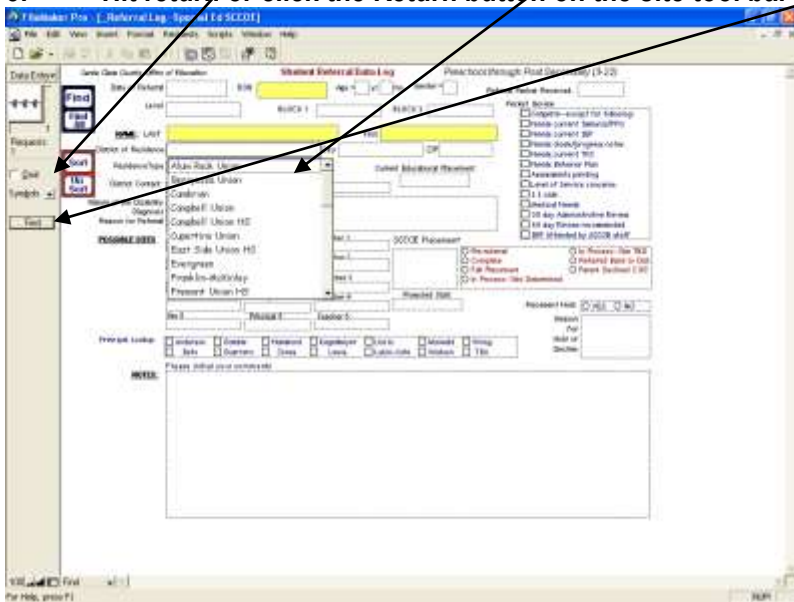


4. Use the tool bar that runs vertically along the left hand border to scroll through found records:  
 Use tab to scroll down through found records  
 Number of records found using your descriptor



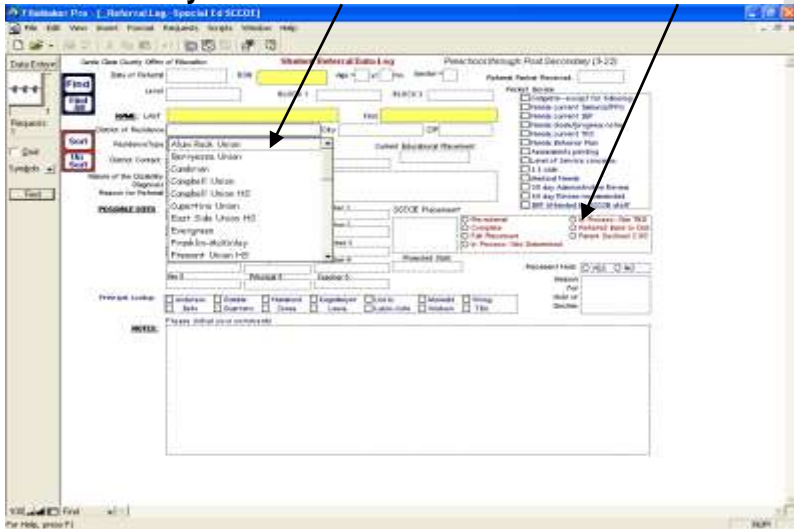
### Find all records for your district:

1. Click on Find
2. Click on the District of Residence Field, and select your district
3. Hit return or click the Return button on the site tool bar

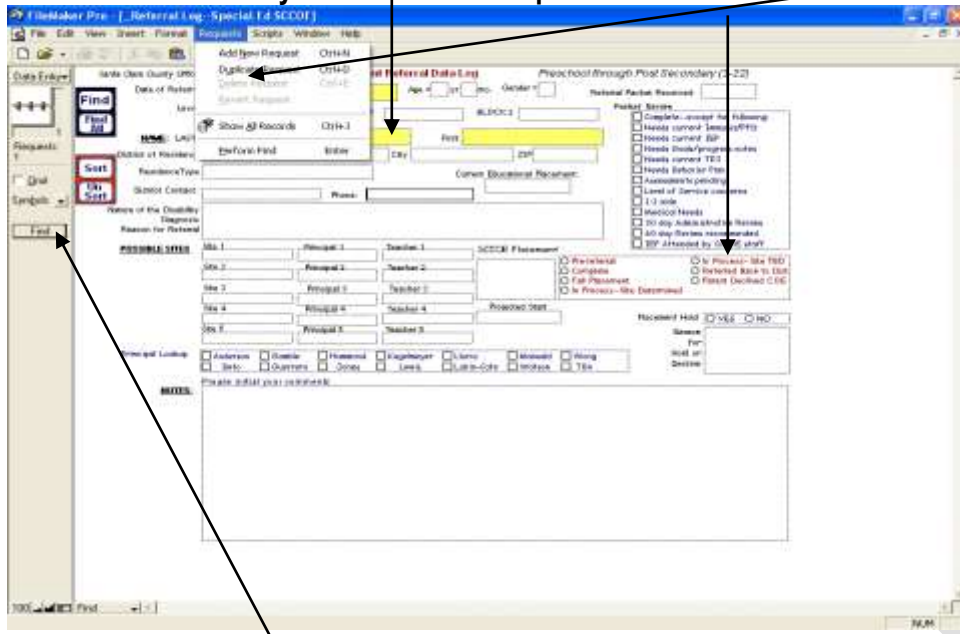


**Find all records that are in process for your district:**

1. Click on Find
2. Select your district and the box "In Process Site Determined"



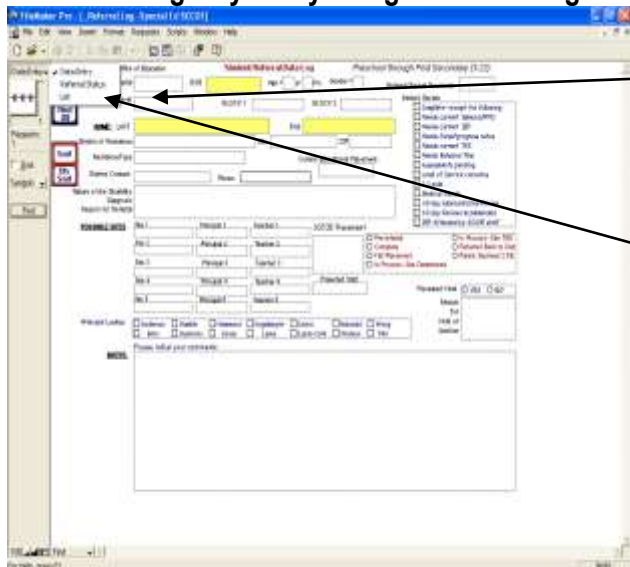
3. Then go to the tool bar at the top of the screen under “Request” and click on “Add New Request”
4. Then click on your district and “In process-Site TBD”



5. Click on the Find Button and all records in process for your district will be found.

**To Change Layouts and print reports:**

1. Change layout by using tool bar along left hand side of the window



Referral Status: will show detailed information about all records found for your cluster

List: will show just identifying information (Name, District, DOB, Date of referral, Principals)

2. To Print, pull down the File Menu and select print.
3. Then select print records being browsed.
4. Click OK

# **CHAPTER 11**

## **NON-PUBLIC SCHOOL/AGENCY PLACEMENTS**

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APPENDIX B	SAMPLE INDIVIDUAL SERVICE PLAN	



## NON-PUBLIC SCHOOL/AGENCY PLACEMENTS

### 11.1 NON-PUBLIC School/Agency Placement Process

Before a district, special education local plan area, or county office places a student with a disability in, or refers a student to, a NON-PUBLIC, nonsectarian school, the district, special education local plan area, or county office shall initiate and conduct a meeting to develop an individualized education program.

The IEP Team may recommend a NON-PUBLIC school placement when a public school placement cannot be identified, which will appropriately implement the IEP. The IEP Team shall take steps to find an appropriate special education and/or related service placement in a public program operated by another local public education agency or the county superintendent of schools. Following determination by the IEP Team that the student requires NON-PUBLIC school placement, the school district shall, in consultation with the parents and other public agencies, which may have financial responsibilities for the placement of the individual, select one or more NON-PUBLIC schools to determine which can implement the student's IEP.

*(EC 56342)*

### 11.2 Out-of-State NON-PUBLIC Placements

Before contracting with a NON-PUBLIC, nonsectarian school or agency outside of this state, the district, special education local plan area, or county office shall document its efforts to utilize public schools or to locate an appropriate NON-PUBLIC, nonsectarian school or agency program, or both, within the state.

If a school district, special education local plan area, or county office of education decides to place a student with a NON-PUBLIC, nonsectarian school or agency outside of this state, the LEA shall indicate the anticipated date for the return of the student to a public or NON-PUBLIC, nonsectarian school or agency placement, or a combination thereof, located in the state and shall document efforts during the previous placement year to return the student.

If a district, special education local plan area, or county office places a pupil with a NON-PUBLIC, nonsectarian school or agency outside of this state, the pupil's individualized education program team shall submit a report to the **California Department of Education** within 15 days of the placement decision. The report shall include information about the special education and related services provided by the out-of-state program placement and the costs of the special education and related services provided, and shall indicate the efforts of the local educational agency to locate an appropriate public school or NON-PUBLIC, nonsectarian school or agency, or a combination thereof, within the state. E.C. 56365(a)

### **11.3 Transition of Students from Elementary District to High School District**

An elementary school district shall notify a high school district of all students placed in NON-PUBLIC school or agency programs prior to the annual review of the IEP for each pupil, who may transfer to the high school district.

When a student with a disability meets local educational agency requirements for completion of a prescribed course of study and adopted differential proficiency standards, as designated in the student's IEP, the LEA, which developed the IEP, shall award the diploma.

### **11.4 Initiation of Service Contract/Individual Service Agreement**

The Master Contract shall specify the general administrative and financial agreements, including teacher-to-pupil ratios, between the NPS and the LEA to provide the special education and related services, as well as transportation specified in each student's IEP. The administrative provisions of the contract also shall include procedures for recordkeeping and documentation, and the maintenance of school records by the contracting local educational agency to ensure that appropriate high school graduation credit is received by each pupil. The contract may allow for partial or full-time attendance at the NPS.

The master contract shall include an individual services agreement for each student placed by a LEA that will be negotiated for the length of time for which the NPS special education and designated instruction and services are specified in the student's IEP.

- (1) The master contract shall include a description of the process being utilized by the LEA to oversee and evaluate placements in NON-PUBLIC schools, as required by federal law. This description shall include a method for evaluating whether each student is making appropriate educational progress. At least once every year, the LEA shall do all of the following and, to the extent possible, the following shall be conducted as part of the development and provision of an IEP:
  - (a) Evaluate the educational progress of each student placed in a NPS including all state assessment results;
  - (b) Consider whether or not the needs of the student continue to be best met at the NPS and whether changes to the IEP of the student are necessary, including whether the student may be transitioned to a public school setting. This consideration shall be made at an IEP Team meeting;
  - (c) Changes in educational instruction, services, or placement provided under contract may only be made on the basis of revisions to a student's IEP. At any time during the term of the contract or individual services agreement, the parent, the NPS, or the LEA may request a review of a student's IEP by the individualized education program team;
  - (d) Changes in the administrative or financial agreements of the master contract that do not alter the individual services agreement that outlines each student's educational instruction, services, or placement may be made at any time during the term of the contract as mutually agreed by the NPS and the LEA.
  - (e) The master contract or individual services agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to a public school program. To terminate the contract either party shall give 20 days' notice;
  - (f) The NPS shall provide all services specified in an IEP, unless the NPS, and the LEA agree otherwise in the contract or individual services agreement;
- (g) Related services provided pursuant to a NPS master contract shall only be provided during the period of a student's regular or extended school year program, or both, unless otherwise specified by the student's IEP;
  - (h) The NPS shall report attendance of students receiving special education and related services;
  - (i) A NPS is subject to the alternative accountability system in the same manner as public schools and each student placed in the NPS shall

- be tested by qualified staff of the NPS in accordance with that accountability program. The test results shall be reported by the NPS to the department;
- (j) Beginning with the 2014-15 school year testing cycle, each NPS shall determine its CAASPP testing period. The NPS shall determine this period based on completion of 85 percent of the instructional year at that NPS, plus and minus 10 days, resulting in a 21-day period. Each NPS shall notify the district of residence of a student enrolled in the school of its testing period. Staff at the NPS who administer the assessments shall attend the regular testing training sessions provided by the district of residence. If staff from a NPS have received training from one LEA, that training will be sufficient for all LEAs that send student to the NPS. The district of residence shall order testing materials for its students that have been placed in the NPS. The board shall adopt regulations to facilitate the distribution of and collection of testing materials;
  - (k) The NPS shall prepare a school accountability report card;
  - (l) The master contract or individual services agreement shall not include special education transportation provided through the use of services or equipment owned, leased, or contracted by a LEA for students enrolled in the NPS unless provided directly or subcontracted by that NPS.

If a student is enrolled in a NPS, the approval of the LEA prior to agreement to a contract or individual services agreement, the LEA shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated.

If after 60 days the master contract or individual services agreement has not been finalized either party may appeal to the county superintendent of schools, if the county superintendent is not participating in the local plan involved in the NON-PUBLIC, nonsectarian school or agency contract, or the superintendent, if the county superintendent is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent or the superintendent, or his or her designee, shall mediate the formulation of a contract, which shall be binding upon both parties.

A master contract for special education and related services provided by a NON-PUBLIC, nonsectarian school or agency may not be authorized under this part, unless the school or agency has been certified as meeting those standards relating to the

required special education and specified related services and facilities for individuals with exceptional needs. The certification shall result in the school or agency receiving approval to educate pupils under this part for a period no longer than 18 months from the date of the initial approval.

When written parental consent to the placement has been obtained, the authorized representative of the student's district of residence is responsible for initiating contract negotiations with the NON-PUBLIC school, agency or institution. The following provisions appear in Education Code 56366:

- The contract shall specify the administrative and financial agreements between the NON-PUBLIC school and the district, SELPA or county office to provide the services included in the pupil's IEP. The rates determined at that time shall not be increased for the duration of the contract unless mutually agreed upon by both parties. The contract may allow for partial or full-time attendance at the NON-PUBLIC school. The administrative provisions shall include procedures for record keeping and documentation and the maintenance of school records by the contracting district, SELPA, or county office to insure that appropriate high school graduation credit is received by the pupil.
- The contract shall be negotiated for the length of time for which NON-PUBLIC school services are specified in the pupil's IEP.
- Changes in educational instruction, services or placement provided under contract may only be made on the basis of revisions to the student's IEP.
- The contract may be terminated for cause. Such cause shall not be the availability of a public class initiated during the period of the contract, unless the parent agrees to the transfer of the pupil to a public school program. To terminate the contract, either party shall give 20 days notice.
- The NON-PUBLIC school shall provide all services specified in the IEP, unless the NON-PUBLIC school and the district, SELPA, or county office agrees otherwise in the contract.
- All districts, SELPAs, and county office will use an "Individual Agreement for NON-PUBLIC, Nonsectarian School Agency Services" that has been approved by the State.

*(EC 56366)*

## 11.5 PROGRESS REPORTS

As specified in the original contract agreement, the NON-PUBLIC school shall provide written reports of the educational progress of individuals placed in the school.

The contractual services agreement between the educational agency and the NON-PUBLIC school agency follows the State Master Contract form (Santa Clara County Approved Format) and includes the following terms and conditions pertaining to pupil progress evaluation:

- The NON-PUBLIC school is required to comply with all elements of the student's IEP.
- The NON-PUBLIC school is required to provide the IEP Team with written behaviorally specific and/or performance-based documentation of its compliance with all elements of the IEP.
- The local district is required to review, at least annually, the student's IEP and to assess and evaluate the educational progress of each student placed in NON-PUBLIC school.
- The NON-PUBLIC school shall comply with Education Code section 48911.5, which requires the NPS site principal to have the same duties and responsibilities with respect to the suspension of pupils with previously identified exceptional needs as set forth in section 48911.
- The NON-PUBLIC school is required to allow representatives of the contracting educational agency to monitor, assess, and verify pupil progress through site visits conducted at reasonable intervals.

## 11.6 TRANSPORTATION OF STUDENTS

The IEP Team determines whether transportation to and from the NON-PUBLIC school is required as part of the student's IEP. The local district may provide transportation or may reimburse the parent or NON-PUBLIC school subject to a written agreement or contract for cost of actual and necessary travel incurred in transporting the individual with special needs at a rate to be determined by the public education agency governing board. The rate shall be no less than the rate allowed for travel by the public education agency employees.

Special education transportation services included in the NPS contract may not be provided through the use of equipment owned or leased by a district, SELPA, or county office unless through a waiver under Education Code Section 56366. The request for

waiver will include information and assurances that the use of the equipment owned or leased by the contracting agency costs less than equipment of a private vendor, and that the service is specified in the pupil's IEP and individual services agreement.

## **11.7 CHANGE OF PUPIL RESIDENCE**

### **11.7.A Transfer of Student Receiving Services in NON-PUBLIC School**

When an individual, receiving services in a NON-PUBLIC school, moves outside of the boundaries of the local district, the parent shall immediately report the change of residence to the administrator of both the former and new public school and the NON-PUBLIC school. As agreed by the terms of the contract, the contracting NON-PUBLIC school shall immediately notify the superintendent of the public education agencies in both the former and new residence areas. The superintendent (or designee) of the local district making payment to the NON-PUBLIC school must immediately notify the new local district of the transfer and provide a copy of the student's records, including the IEP, and the contract for services with the NON-PUBLIC school. The fiscal responsibility of the former local district shall terminate on the last day of the individual's residence in that district.

Within (15) working days of receiving the student's records, the receiving district in the SELPA shall conduct a review of the pupil's IEP to determine whether or not the NON-PUBLIC school placement is still appropriate. The following factors shall be considered in determining the appropriateness of the pupil's current placement:

- No appropriate public education program is available.
- To move the individual at the time of change of residence would be harmful to the health, welfare or educational progress of the individual.
- The NON-PUBLIC school continues to be within a reasonable distance and/or travel time from the home of the individual.
- Other contingencies that necessitate the individual remaining at the NON-PUBLIC school as determined by the IEP team.

If the student's NON-PUBLIC school placement is considered appropriate in keeping with the federal mandate of the least restrictive environment, the receiving local district shall negotiate a new contract for services with the NON-PUBLIC school. If the placement is considered inappropriate, the new local

district shall, after a review of the IEP and with the consent of the parent/guardian, provide the needed special education services and facilities.

### **11.7.B Transfer of Student in a Residential Non-Public School**

When a student was placed and residing in a residential NPS prior to transferring to a school district in another special education local plan area, and this placement is not eligible for funding pursuant to Section 56836.16, the special education local plan area that contains the district that made the residential NPS placement shall continue to be responsible for the funding of the placement, including related services, for the remainder of the school year. An extended year session is included in the school year in which the session ends.

(EC 56324(c))

## **11.8 OUT- OF- HOME PLACEMENTS**

The district that places the student in an out-of-home placement through the IEP process has the responsibility for payment for the NON-PUBLIC school costs as well as the Board and Care costs.

If NON-PUBLIC school placement is considered necessary, the educational costs for the non-public school are the responsibility of the LEA.

### **11.8.A Out-of-Home Placements by Courts, Social Services, Regional Center and Other Public Agencies.**

#### **1. Residential Costs**

Placements made by courts, social services and regional centers are not made by LEAs and are not necessary for the student to receive a free appropriate public education. In most of these cases, the child's district of residence (i.e. the district in which their parents or legal guardians reside) is not financially responsible for the costs associated with the residential placement.

In those cases where an educational agency did not make the placement decision, the court, regional center for the developmentally disabled, or public agency (other than an educational agency ) placing the individual in the institution or home will be responsible for the residential and other non-educational costs. (EC 56159, EC 56155)



## 2. Educational Costs for NON-PUBLIC School Placement

Licensed Children's Institutions (LCIs): If the IEP Team determines that NON-PUBLIC school placement is necessary to meet the goals of the IEP and the student is placed in a licensed children's institution (LCI) the educational costs will be the responsibility of the county office in which the institution is located (*EC 56156.4*).

Foster Family Home: If the student is in a foster family home the NPS costs are the responsibility of the district in which the foster family home is located (*EC 56156.5 (c)*.)

Homeless Shelter: When students are placed by a court or non-educational public agency in a homeless shelter, the student's school district of residence will be the district where his/her parent or legal guardian resides unless the shelter staff have executed a caregiver affidavit with regard to the student. When a caregiver affidavit has been executed, the district where the shelter is located will be responsible for educating the student (*EC 48204(d)*.)

(*EC 56365(f)*)



# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA \_\_\_\_\_

Contract Year 2016-2017

\_\_\_\_\_ Nonpublic School

\_\_\_\_\_ Nonpublic Agency

**Type of Contract:**

\_\_\_\_\_ Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

\_\_\_\_\_ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

\_\_\_\_\_ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: \_\_\_\_\_

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 2 – Term of Master Contract.***



**SANTA CLARA COUNTY SELPAs/ DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT  
FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES  
2016-2017**

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**SANTA CLARA COUNTY SELPAS  
MASTER CONTRACT  
FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
2016-2017**

THIS MASTER CONTRACT (contract) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2016, between the \_\_\_\_\_, County of Santa Clara, hereinafter referred to as the "LEA" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR" for the purpose of providing special education and/or related services to individuals with disabilities under the authorization of Education Code Sections 56157, and 56365-56366.7. It is understood that this Contract does not commit LEA to payment for special education and related services provided to any individual unless and until an Individual Service Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services is executed between LEA and CONTRACTOR on behalf of such individual or interim telephone approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian school or agency holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of and willing to provide such services.

A current copy of California Department of Education NPS/NPA certification is attached. If certification expires during Contract period, CONTRACTOR must provide an updated copy.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

## **I. GENERAL PROVISIONS**

### **1. INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**

An Individual Services Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services shall be a part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each pupil for whom CONTRACTOR is to provide special education and/or designated instruction and services. Each pupil's Individual Services Agreement (ISA) shall identify the provider of each service required by the pupil's IEP/IFSP (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual pupil in that pupil's ISA, unless mutually agreed upon otherwise. Individual Services Agreements are null and void upon termination of the Master Contract.

The Individual Services Agreement may be terminated by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366 (a) (4), with twenty (20) days written notice. The ISA may be terminated without advance notice if both parties agree to do so in writing.

### **2. TERM**

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not

renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d).)

### **3. MODIFICATIONS AND AMENDMENTS**

This Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. If certification expires during Master Contract period, CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. The CONTRACTOR agrees to apply the same rate for the term of the contract unless mutually agreed otherwise in writing by LEA and contractor. Changes in the administrative or financial provisions of the Contract which do not alter the educational services or placement may be made at any time during the term of the Contract, as mutually agreed in writing by CONTRACTOR and LEA.

### **4. COMPLIANCE WITH LAWS**

During the term of this Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, LEA and other local statutes, laws, ordinances, and regulations including, but not limited to, those relating to the required special education services, facilities for individuals with disabilities, student enrollment and transfer, corporal punishment, pupil discipline, and positive behavior intervention. The CONTRACTOR shall also fully cooperate with any due process or complaint investigations.

### **5. DEFINITIONS AND ACRONYMS**

The following acronyms are used for the purpose of the Agreement:

- CONTRACT (Master Contract)
- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- OAH (Office of Administrative Hearings)
- BIP (Behavior Intervention Plan)
- DAYS (Calendar days, unless otherwise specified)
- DIS (Designated Instruction Service, also known as “Related Services”)
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP/IFSP (Individualized Education Program) / (Individual Family Services Plan)
- ISA (Individual Service Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE (within 24 Hours)
- LEA (Local Educational Agency)
- LICENSE (valid, non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement)
- CREDENTIAL (valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder to perform services for which certification qualifications are required)
- LRE (Least Restrictive Environment)
- NOTIFICATION (Within fourteen (14) calendar days, unless otherwise specified)
- NPA: Nonpublic agency as defined in EC 56035
- NPS: Nonpublic school as defined in EC 56034
- PARENT (means the natural parent, adoptive parent, surrogate parent, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or otherwise provided by law)

- SELPA (Special Education Local Plan Area)
- SELPA AU (Special Education Local Plan Area Administrative Unit)
- SubCONTRACTOR (Any individual contracted to provide direct service to student)
- SPI (Superintendent of Public Instruction)

**6. NO DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of actual or perceived gender, sexual orientation, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in employment or operation of its program.

**7. GOVERNING LAW**

The terms and conditions of the Contract shall be governed by the laws of the State of California with venue in Santa Clara County, California.

**II. ADMINISTRATION OF MASTER CONTRACT**

**8. NOTICES**

All notices involving 1) revocation of CONTRACTOR's certification, 2) Master Contract disputes, 3) changes of LEA pupil's residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR's or LEA's insurance coverage, and 7) LEA's reasonable objections to a subCONTRACTOR's liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and may be delivered in person or by certified or registered mail, postage prepaid, or by other delivery services. Notices to LEA shall be addressed to *(insert district person's name and address)*\_\_\_\_\_  
\_\_\_\_\_. Notices to CONTRACTOR shall be addressed to CONTRACTOR's address *(insert CONTRACTOR's name and address)*\_\_\_\_\_  
\_\_\_\_\_. If mailed, notice shall be effective as of the date of postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

**9. MASTER CONTRACT DISPUTES**

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term "injury" shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's Special Education Director or other LEA employee known or reasonably believed to be responsible for LEA's special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Director of the SELPA of which the LEA is a member and request that the SELPA Director participate in attempting to resolve the matter informally.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three. The notice shall include: (a) written statement of applicable facts supporting its position; (b) all applicable documents; (c) a proposed remedy to resolve the dispute; (d) the time and date during the regular or extended school year at which a Step Three meeting will be held, which date shall be no less than fifteen and no more than forty-five days after the date of the notice; (e) a location in, Santa Clara County at which the Step Three meeting will be held; (f) a statement that the LEA shall invite a representative from a SELPA different from the SELPA that LEA belongs to and CONTRACTOR shall invite a representative from a different nonpublic school, to attend. The date, time or location of the meeting may be changed by written agreement of the parties, including but not limited to a date earlier than fifteen days or later than forty-five days after the date of the notice.

At the Step Three meeting, LEA and CONTRACTOR shall be given the opportunity to present all applicable facts and documents to the invited representatives, who will be asked to provide a suggested resolution of the dispute or disagreement, that is both equitable and consistent with applicable law and which may include a recommendation for one or more additional meetings, at which the representatives will attempt to mediate a resolution to the dispute or disagreement

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and/or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to the binding arbitration by an arbitrator or arbitration service to be agreed to by the parties.

#### **10. SUBCONTRACTS AND ASSIGNMENT**

- A. CONTRACTOR shall have available a list to LEA of subcontracts for any of the related services contemplated, including transportation, under this Contract.
- B. SubContracts for the provision of special education and related services may be entered into only with NPS/NPA's certified by the California Department of Education (CDE) except for an individual providing speech and language therapy, or psychological or educational assessment who has a current license issued by the applicable licensing authority for those services provided.
- C. CONTRACTOR agrees that any subCONTRACTORS providing educational instruction or services including transportation shall keep in effect an appropriate policy of liability insurance as mutually agreed by CONTRACTOR and LEA. CONTRACTOR agrees that subCONTRACTORS providing transportation shall keep in effect a liability insurance policy providing at least \$1,000,000.00 coverage. CONTRACTOR shall ensure that such subCONTRACTOR shall require the subcontractor's insurance provider to send written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subCONTRACTOR and upon renewal of coverage thereafter. Transportation subCONTRACTORS shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable.

#### **11. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be constructed to create the relationship of agent, servant, employee, partnership, joint venture or association.

#### **12. CONFLICTS OF INTEREST**

CONTRACTOR agrees to furnish LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or gives the appearance of a conflict of interest.



NPA CONTRACTOR acknowledges that no related services provided by NPA CONTRACTOR shall be reimbursed by the State if provided by an individual who was an employee of LEA within the last three hundred sixty-five (365) days prior to performing the service, except if the individual was involuntarily terminated, or laid off as part of necessary staff reductions from the contracting district, SELPA or county office. This provision does not apply to any person who is able to provide related services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA. (EC 56366.3 (a) (b))

### **13. TERMINATION**

- A. This Contract may be terminated for cause by LEA or CONTRACTOR at any time. To terminate this Contract either party shall give 20-calendar days written notice prior to the date of the termination (EC 56366 (a) (4)). Upon termination without default of CONTRACTOR, LEA shall make payment, without duplication, for all services satisfactorily performed and verified expenses incurred to date of termination. Expenses shall be itemized for review and approval by LEA.
- B. In consideration of this payment, CONTRACTOR waives all right to any further payment of damage, and shall turn over to LEA everything pertaining to its services hereunder, possessed by CONTRACTOR or under its control at the time of termination.
- C. Individual Service Agreements (ISA's) for NPS/NPA services may be terminated without advance notice if both parties agree to do so in writing.
- D. LEA shall not terminate this contract or Individual Service Agreements for Nonpublic, Nonsectarian School/Agency Services because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program through the IEP process. (EC 56366 (a) (4))
- E. Continued enrollment and provision of a free appropriate public education ("FAPE") to a student currently attending NPS and/or receiving services from a NPA shall not be terminated when stay put is ordered by OAH under California Education Code § 56505.

### **14. INDEMNIFICATION**

CONTRACTOR shall defend, hold harmless and indemnify LEA and its governing board, officers, administrators, agents, employees, independent contractors, subCONTRACTORS, consultants, and other representatives, from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including reasonable attorneys fees and costs without limitation all consequential damages, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of CONTRACTOR, its agents or employees. CONTRACTOR shall save harmless and indemnify and defend LEA and its governing board, officers, agents and employees from all damages of every nature and description proximately caused by negligent or willful acts or omissions by CONTRACTOR, its agents or employees in the course of rendering service(s) under this Agreement.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation all consequential damages, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of LEA, its agents or employees. LEA shall save harmless and indemnify and defend CONTRACTOR and its governing board, officers, administrators, agents and employees from all damages of every nature and description proximately caused by negligent or willful acts of omissions by LEA, its agents or employees in the course of rendering service(s) under Contract.

## 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$ 2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$ 1,000,000 personal & adv. injury
- \$ 3,000,000 general aggregate
- \$ 2,000,000 products/completed operations aggregate

B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D. **Errors & Omissions (E & O) Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**, with the following limits:

- \$ 1,000,000 per occurrence
- \$ 2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.
- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is **\$5,000,000 Combined Single Limit per Occurrence**.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **\$250,000 per occurrence**, with no self-insured retention.
- E. **Professional Liability/Errors & Omission/Malpractice** coverage with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

**16. CHANGE OF RESIDENCE**

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of changes in pupil's residence. CONTRACTOR shall notify LEA in writing of pupil and/or parent's change of residence within five (5) school days after CONTRACTOR becomes aware of said change.

If the student's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence if CONTRACTOR had knowledge of the student's change of residence.

CONTRACTOR shall notify LEA immediately (within 24 hours) when the CONTRACTOR becomes aware of an emergency change of placement (e.g. hospitalization, juvenile hall, shelter, etc.)

**17. LCI CONTRACTOR**

If CONTRACTOR is also a licensed childcare institution (LCI), Contractor shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the Contractor operates a program outside of the state, Contractor must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located. CONTRACTOR shall adhere to the legal requirement regarding educational placements for LCI pupils as stated in Education Code Section 56366.9. A LCI shall not require that a pupil be placed in its NPS, or receive NPA services from the LCI provider as a condition of being placed in its residential facility. In providing appropriate programs to individuals with exceptional needs residing in LCIs or foster family homes, the LEA shall first consider services in programs operated by public agencies. If those programs are not appropriate, special education and related services shall be provided by contract with an NPS.

The LEA which placed a student living in an LCI or foster family home in an NPS shall conduct an annual evaluation, as part of IEP process, to determine whether the placement is in the least restrictive environment (LRE). The CONTRACTOR shall report to the LEA that made the placement, on a quarterly or trimester basis, as appropriate, the educational progress demonstrated by the pupil toward the attainment of goals and objectives specified in the IEP.

The LEA is not responsible for the costs associated with NPS placement and related services until the date on which an IEP/IFSP meeting is convened pursuant to law during which the IEP/IFSP team determines that a NPS placement and related services are appropriate, and the IEP/IFSP is signed by all necessary parties, including the LEA pupil's parent or another adult with educational decision-making rights.

Any educational funds received from an LEA for the educational costs of pupils placed in an NPS shall be used solely for those purposes and not for the costs of the residential programs.

**18. CERTIFICATION AND WAIVER**

When a CONTRACTOR seeks renewal of certification, the CONTRACTOR shall provide the LEA, in which the applicant is located, written notification of its intent to seek renewal.

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification.

In addition to meeting the certification requirements of the State of California, Contractor that operates a program outside of this state shall be certified or licensed by that state to provide, respectively, special education and related services to pupils under the federal Individuals with Disabilities Act (20 U.S.C. Sec. 1400 et seq.).

### **19. FACILITIES MODIFICATION**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations, Section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

### **20. RENEWAL**

LEA/CONTRACTOR may, but is not required to, renew this Master Contract in subsequent Contract years.

### **21. ENTIRE AGREEMENT**

This Contract and any exhibits or attachments hereto constitute the entire Contract between LEA and CONTRACTOR and supersedes any prior or contemporaneous understanding or contract with respect to the services contemplated. This Contract binds the heirs, successors, assignees, agents, and representatives of CONTRACTOR.

### **22. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

### **23. AUTHORIZED REPRESENTATIVE**

Authorization to enter into this agreement on behalf of the LEA is strictly limited to the LEA Governing Board/Superintendent/designee as the sole individual who has the capacity to act as a representative on behalf of the school district.

## **III. EDUCATIONAL PROGRAMS**

### **24. FREE AND APPROPRIATE PUBLIC EDUCATION**

Unless otherwise agreed to in writing, by LEA and CONTRACTOR, CONTRACTOR shall not accept payment from a parent for, or provide any services outside of those identified in a particular pupil's ISA. This clause shall not apply to the ability of a CONTRACTOR to accept payment from parents for additional services funded solely by parents' private insurance, so long as LEA and CONTRACTOR agree in writing to this arrangement, and so long as CONTRACTOR ensures that parents' payments are being made from a private insurance source only. Further, this clause is not intended to affect a CONTRACTOR'S ability to accept private payment for a pupil not being served under an ISA by that CONTRACTOR.

Unless otherwise agreed to by LEA and CONTRACTOR, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for a pupil as required by his or her IEP/IFSP. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the student's IEP/IFSP, including screening or interviews which occur prior to or as a condition of the student's enrollment under the terms of this Contract, except as specified in writing signed by all relevant parties and attached to the student's ISA. This provision does not apply to voluntary activities unnecessary to provide the student with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, students not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs. CONTRACTOR shall guarantee

that all charges to the LEA are consistent, justified, and based on standards applied to all students enrolled and attending the NPS/NPA.

If an individual's IEP/IFSP requires specialized low incidence equipment based on their qualifying disability, the specialized equipment and/or supplies shall be provided by the LEA unless otherwise specified in the ISA. The LEA shall provide the low incidence equipment and/or supplies identified in the pupil's IEP/IFSP, unless the CONTRACTOR specifically agrees in the ISA to provide them. Supplies and/or equipment purchased and/or provided by the SELPA/LEA remain the property of the SELPA/LEA, and supplies and/or equipment purchased by the CONTRACTOR remain the property of the CONTRACTOR.

If the IEP team determines that the individual with an IEP/IFSP requires Assistive Technology and/or Augmentative Alternative Communication (AT/AAC) devices, equipment and/or materials, the LEA shall provide such items unless the LEA and the NPS/NPA agree otherwise. AT and/or AAC devices, equipment and/or materials purchased by the LEA remain the property of the LEA.

In the event that a foster youth may be placed in a NPS, the contractor and LEA will work collaboratively with the LEA Foster Youth Liaison to ensure and facilitate proper school placement enrollment, transfer of credits, records, grades and checkout from school. (EC 48853.5 (e) (1) and AB490) Whenever a change in foster child's residence occurs, the foster child has a right to remain in the school of origin to the end of the highest grade maintained at that school. Decisions regarding placement are IEP decisions which should include participation of LEA Foster Youth Liaison as appropriate.

## **25. COPY OF IEP/IFSP AND PROGRAM OF INSTRUCTION**

Upon referral of a pupil to CONTRACTOR the LEA shall provide CONTRACTOR with a copy of that pupil's IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the pupil. CONTRACTOR retains the right to decline enrollment of any pupil. CONTRACTOR shall notify the LEA of its decision to decline enrollment. CONTRACTOR will provide pupil a program of instruction that is consistent with each pupil's IEP/IFSP as specified in the ISA's for NPS/NPA. The general program of instruction provided to pupils under the ISA for NPS/NPA shall be responsive to LEA's required sequence of courses and related curriculum for pupils and be responsive to the IEP goals and objectives assigned by NPS/NPA. The program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract. Designated instruction and related services will only be provided during the period of the pupil's regular or extended school year program, or both, and shall occur at the school site, unless otherwise specified by the pupil's IEP/IFSP. CONTRACTOR shall ensure that Individual Transition Plans (ITP's) are completed for all pupils at the age of 16 years and older. CONTRACTOR agrees to use SELPA IEP/IFSP/ITP forms and SELPA service logs.

## **26. SERVICE/PROGRAM MONITORING**

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall participate in the formal review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

CONTRACTOR shall participate in the LEA/CDE On-site and Self Review and if applicable, CDE-led district reviews. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance.

**27. SUSPENSION AND EXPULSION**

Suspensions and expulsions of pupils by CONTRACTOR shall be consistent with the provisions of the California Education Code and California Code of Regulations (EC 48900 et seq. and 48915.5 et seq.) CONTRACTOR shall have a written policy regarding suspension and expulsion procedures. CONTRACTOR shall notify within five (5) days and provide written documentation to LEA each time a pupil is suspended, including the reason for said suspension. Written documentation shall include, but not be limited to, pupil's name, date, time, offense, rationale for disciplinary action taken, and an attached copy of all applicable Behavior Plans (i.e. goals, BIP's, etc.). CONTRACTOR agrees to contact LEA to schedule a manifestation determination at an IEP meeting no later than the 10th day of suspension. CONTRACTOR shall collaborate with LEA representatives at an IEP team meeting where the manifestation determination will be made.

**28. GRADUATION REQUIREMENTS**

If the pupil is enrolled in a NPS and is of secondary school age, LEA will list the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements and specify levels of proficiency in basic skills as measured by LEA approved proficiency tests. Standardized tests including state mandated assessments shall be administered pursuant to LEA state and federal guidelines. For students in grades nine through twelve, inclusive, LEA will provide a current transcript and a specific list of courses required. At the close of each semester CONTRACTOR shall prepare transcripts and submit them to the pupil's district of residence for evaluation of progress toward completion of diploma requirements.

At the close of each semester, or upon student transfer for students in grades nine (9) through twelve (12), inclusive, CONTRACTOR shall update transcripts and submit them upon request to the student's school of residence. Six months prior to graduation, CONTRACTOR shall notify LEA of the transition to high school for graduation.

FOSTER YOUTH - AB 167 – Assembly Bill 167 refers to California legislation that amended Ed Code to exempt pupils in foster care from school district graduation requirements that exceed state graduation requirements if the pupil transfers to the district, or transfers from one high school to another within a district in the 11<sup>th</sup> or 12<sup>th</sup> grade if the pupil would not be reasonably able to complete the additional district requirements. AB 167 requires school districts to provide notice to foster youth exempted from additional district requirements if failure to satisfy such local requirements will affect the pupil's ability to gain admission to a postsecondary educational institution.

When a student exits from special education, as a result of earning a diploma, aging out or returning back to LEA, the CONTRACTOR shall provide to the LEA a summary of student's academic achievement and functional performance along with recommendations how to assist the student in meeting their post-secondary goals.

For purposes of this provision if the needs of the students are such that the IEP/IFSP team determines that a functional skills curriculum is most appropriate, the educational program shall be designed to be in alignment with the essential state standards and will result in the awarding of a certificate of completion either by the LEA or the NPS as determined by mutual agreement.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's and CDE's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; and (c) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards-aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities,

such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans that are in compliance with state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and available to the SELPA prior to the effective date of this Master Contract.

### **29. REASONABLE VISITATION**

CONTRACTOR will provide for reasonable parental access to LEA pupils and all facilities including, but not limited to: the instructional setting, recreational activity areas, meeting rooms and LEA pupil living quarters, for those parents whose children reside in the living quarters. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.

CONTRACTORS operating programs with residential components shall cooperate with parents reasonable requests for student visits in their home during, but not limited to, holidays and weekends. If the CONTRACTOR has knowledge that permission is required for parental visits, CONTRACTOR shall require the parents to provide written authorization from the designated individual or agency authorized to grant permission for the parental visit.

### **30. WITHDRAWAL BY PARENT**

CONTRACTOR shall immediately report by telephone to LEA if a pupil is withdrawn from school by the parent. CONTRACTOR shall confirm such telephone call in writing immediately or no later than five (5) school days.

### **31. MEDICATIONS**

Unless otherwise set forth in the student's ISP, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

### **32. ACCIDENT/INCIDENT REPORT**

Contractor agrees to submit a written accident report to LEA within 24 hours of incident when a pupil has suffered an injury requiring medical attention provided by a medical practitioner resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

### **33. STUDENT RECORDS**

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All student records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain access log delineating date, time, agency, and identity of



individual for any authorized person accessing student records whom is not in the direct employ of the CONTRACTOR. SubCONTRACTORS shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing student records. Nevertheless, pursuant to EC 49076(b)(6), CONTRACTOR may provide subCONTRACTORS access to pupil records when the subCONTRACTOR provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the pupil records. CONTRACTOR also agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the federal law under Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. and § 56000 et seq.

#### **34. ACCESS TO RECORDS**

CONTRACTOR shall insure that records of access are maintained for individual files. These records shall include the name of the party, date, and purpose of access.

#### **35. PROGRESS REPORTS**

Progress reports relating to goals and objectives in a pupil's IEP/IFSP and other data required for review shall be sent by CONTRACTOR to LEA and parent on a quarterly basis or trimester as appropriate. Additional reporting periods may be identified by the IEP/IFSP team. Upon request, an updated report shall be provided if there is no current progress report, whenever a pupil is scheduled for an IEP/IFSP review by LEA's Individualized Education Program team or when a pupil's enrollment is terminated. CONTRACTOR shall establish grading policies to be followed unless otherwise specified in student's IEP/IFSP.

#### **36. FORWARDING OF RECORDS**

CONTRACTOR agrees, in the event of school or agency closure, to forward pupil records immediately but no later than seven (7) days to LEA. These shall include, but are not limited to, current transcripts, IEP/IFSP reports and results of proficiency testing and State Assessments.

#### **37. IEP/IFSP MEETINGS**

The CONTRACTOR is responsible for providing the student's special education teacher and the related services or personnel appropriate to represent the related services at required IEP/IFSP/ITP meetings. These meetings will be held at the NPS unless otherwise approved by the LEA and CONTRACTOR. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. The LEA is responsible for scheduling and issuing the Notice of Meeting for all IEP team meetings. Parents or guardians shall be notified of the IEP meeting early enough to ensure an opportunity to attend. Proper notice of meeting shall include the purpose, time and location and who shall be in attendance. Every effort shall be made to schedule the IEP/IFSP meetings at a time that is mutually convenient to parents, LEA, and CONTRACTOR's staff. Parents or guardians shall be informed in the notice of the right to bring other people to the meeting who has knowledge or special expertise of the pupil. The CONTRACTOR shall ensure private and confidential communication between the pupil and members of the IEP team, at the pupil's discretion. Transition services (designed with a results oriented process focused on improving the academic functional achievement of the child) must be addressed in the IEP for the student no later than in the year in which they turn 16 years of age. Extended school year shall be discussed as part of the IEP meeting with an emphasis on student need.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

### **38. STATEWIDE MANDATED ASSESSMENT**

CONTRACTOR shall administer all statewide achievement tests and any other state assessment as mandated by LEA pursuant to LEA and/or CDE guidelines.

Each student, subject to the alternative accountability system pursuant to EC section 52052, placed in an NPS by an LEA, shall be tested by qualified staff of the NPS in accordance with that accountability program.

The CONTRACTOR agrees to conform to the approved testing calendar window. The LEA shall provide opportunities for training as necessary and requested by the contractor. The LEA shall provide all appropriate test materials to the NPS for administration of the tests.

NOTE: CONTRACTOR shall determine its state-mandated testing period subject to EC section 60640. CONTRACTOR shall notify the LEA of a pupil enrolled in the school of its testing period. CONTRACTOR's staff, who shall administer the assessments, shall attend the regular testing training sessions provided by the LEA. If CONTRACTOR's staff have received training from one LEA or similar agency, that training will be sufficient for all LEAs that send pupils to the CONTRACTOR.

### **39. SCHOOL ACCOUNTABILITY REPORT CARD**

The NPS shall prepare a school accountability report card in accordance with EC section 33126.

### **40. CLASS SIZE-NONPUBLIC SCHOOL**

When Contractor is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of one (1) teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one thirty (30) school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with severe disabilities between the ages of three (3) and five (5) years, inclusive, shall comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et. Seq. and 56441.5.

### **41. RELATED SERVICES**

Unless otherwise specified in the LEA student's IEP/IFSP and/or ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student is scheduled to attend school. If pupil misses a related service session due to staff absence, that session shall be provided within thirty (30) school days.

### **42. DUE PROCESS AND COMPLAINTS**

CONTRACTOR shall fully participate in due process proceedings before OAH, including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

LEA shall inform parent(s) of their due process rights upon 1) each notification of an IEP/IFSP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due process hearing; and (4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR shall assist the LEA in meeting its due process notification obligations.

#### **43. STATE MEAL MANDATE**

CONTRACTOR shall assist LEA to meet the LEA's responsibilities to satisfy the State Meal Mandate under EC 49530, 49530.5 and 49550.

#### **44. HEALTH AND SAFETY**

CONTRACTOR shall require all regular and substitute employees, volunteers, and any other individual who may come into contact with a student on school grounds to provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee file or volunteer file.

CONTRACTOR agrees all employees, subCONTRACTORS, volunteers, and any other individual who may come into contact with a student on school grounds to follow universal health care precautions when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training to all employees, volunteers, and any other individual who may come into contact with a student on school grounds regarding universal health care precautions and to post required notices in areas designated by the California Health & Safety Code.

#### **45. BEHAVIOR MANAGEMENT**

CONTRACTOR shall provide to LEA a written description of the NPS/NPA's behavior management system and incident reporting procedures upon request. As the term is defined in Title 5 of California Code of Regulations Section 3003 (e), CONTRACTOR shall ensure that all staff is trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. The CONTRACTOR is responsible for adhering to the general positive behavioral interventions set forth in California Education Code §§ 56520-56525 and California Code of Regulations Title 5, §§ 3001 and 3052. This includes data collection for behavioral issues, formulation of positive BIP, conducting Functional Behavior Assessment, and Behavior Intervention Plans. Records of employee trainings will be kept on site.

#### **46. STUDENT RETURN TO DISTRICT**

CONTRACTOR and LEA shall assist all SELPA and LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition. This may include, but not be limited to, facilitation of dual enrollment, scheduling, transportation arrangements and other student supports. These provisions shall also apply to mediated agreements and OAH decisions.

#### **47. EDUCATIONAL REPRESENTATIVE/SURROGATE PARENT**

CONTRACTOR agrees to notify the SELPA office within seven (7) days when the CONTRACTOR becomes aware of the need for the appointment of a surrogate parent. LEA agrees to notify the CONTRACTOR within seven (7) days if an Educational Representative has been appointed for the student by court order. A surrogate parent is necessary only when an Educational Representative has not been found/appointed by the Court. CONTRACTOR agrees that the LEA will select and appoint said surrogate. CONTRACTOR agrees that the SELPA will train the surrogate. A surrogate parent must have no interests

that conflict with the interests of the child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists and this affidavit will be kept on file by the SELPA.

#### **48. GRADE LEVEL ASSIGNMENT**

All students enrolled in NPS shall be assigned a grade level commensurate with their chronological age if it is not designated on the IEP prior to admission. If student is participating in a functional skill development program, the grade assigned shall be determined by the following formula (age – 5 = grade level).

#### **49. MIDDLE SCHOOL/ HIGH SCHOOL TRANSITION**

When student is to transition to a high school district, the LEA/CONTRACTOR shall follow the SELPA policy as outlined in the Local Plan as it relates to fiscal responsibility. All services provided in ESY are the fiscal responsibility of the elementary district.

#### **50. OVERSIGHT/ PLACEMENTS/ EDUCATIONAL PROGRESS**

The LEA shall evaluate NPS placements through the IEP/IFSP process. Included in this evaluation, is a review of IEP stated goals and state assessment results in order to determine if student is making appropriate educational progress. The LEA shall consider whether or not the needs of the pupil require an NPS and whether changes to the IEP are necessary, including whether the pupil may be transitioned to a public school setting.

### **IV. PERSONNEL**

#### **51. CREDENTIALS AND LICENSES/FINGERPRINT CLEARANCE**

- A. The CONTRACTOR providing special education and designated instruction and services must utilize staff that holds a certificate, permit, or other document equivalent to that which staff in a public school are required to hold.

EC Section 56366.1(n) requires all teachers in nonpublic schools to meet the same credentialing requirements as those for public school teachers.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff that hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

- B. CONTRACTOR shall be responsible for verification of security clearance, credentials, and licenses held by its employees, agents and subCONTRACTORS. Education credentials shall be on file at the NPS/NPA office. A copy of the CDE Certification will be submitted with the contract to the LEA.
- C. CONTRACTOR shall provide to LEA on annual basis copies of appropriate credentials and/or license(s) if change of staff occurs, which directly affects the pupils. CONTRACTOR shall notify LEA in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students.
- D. CONTRACTOR shall require all employees and all subCONTRACTORS to submit fingerprints consistent with California Education Code Section 44237. CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for CONTRACTOR'S employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and providing such certification to the LEA that none of its employees who may come in contact with students have been, convicted of a violent or serious felony. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education

Code § 44010 or to a felony that would disqualify that person from employment pursuant to EC 44237. The requirements of this section apply to all of contractors, subcontractors, in addition to employees.

- E. This provision shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

## **52. TEACHER ABSENCE**

When a classroom teacher/instructor is absent, CONTRACTOR shall employ a substitute teacher/instructor or provide coverage by an appropriately qualified and credentialed staff person. Coverage shall be provided in the classroom in place of the absent teacher for the entirety of the school day to provide instruction and fulfill other duties of the absent teacher. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. In regard to NPA, when a related service provider is absent, CONTRACTOR shall employ a substitute service provider who is an appropriately credentialed staff person to provide service and fulfill other duties of the absent provider. The CONTRACTOR shall elect to reschedule the related service session consistent with Section 40 and 56 related services of this contract.

## **53. MANDATED REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164, et seq., and maintain documentation of such trainings. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff training and adherence to such reporting shall be submitted to the SELPA and the LEA. CONTRACTOR shall further ensure that its SUBCONTRACTORS are similarly trained.

## **54. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers, is familiar with and agrees to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

## **55. SEXUAL HARASSMENT**

CONTRACTOR shall have policy procedures in place to immediately (within 24 hours) report any allegations of conduct that may constitute sexual harassment as per federal and state law. This reporting must include appropriate governmental, social service, and law enforcement agencies as well as the LEA. CONTRACTOR shall ensure that an immediate and comprehensive investigation is commenced and shall keep the LEA fully informed of the progress and result of such investigation. CONTRACTOR further agrees to provide annual training to all employees regarding regulations concerning sexual harassment and related procedures.

# **V. FINANCIAL SECTION**

## **56. SCHOOL CALENDAR**

- A. The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not less than the number of school days prescribed by the State of California for the regular school year (RSY) days, plus extended school year (ESY) as determined by the IEP team. Unless otherwise stated

in a particular Student's IEP, billable days shall include only those days that are included in the submitted and approved school calendar, or required by the IEP for each LEA student.

- B. Services are not provided during winter break, spring break, intersessions, or the period between extended year and the fall semester.
- C. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, and Memorial Day, as specified in the LEA's official calendar.

#### **57. ABSENCES-NONPUBLIC SCHOOL**

No later than the fifth (5<sup>th</sup>) consecutive day of a pupil's absence, CONTRACTOR shall notify LEA of such absence in writing; unless a written time extension is granted by a LEA authorized representative. CONTRACTOR will maintain written records regarding all LEA pupils' absences. These records shall indicate school and/or residential absences, as appropriate. In the event of an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422, the NPS would be permitted to schedule a makeup day of service. The NPS would work collaboratively with LEAs and inform them of a date(s) during the current school calendar year on which the makeup day of service would occur.

#### **58. ABSENCES-AGENCY ONLY**

If the pupil is enrolled in a NPA, the LEA shall not be responsible for the payment of educational services when the pupil is absent. CONTRACTOR shall notify LEA in writing when the pupil absences exceed three (3) sessions. Make-up sessions may be scheduled but shall be limited 30 school days in which the original services were scheduled. Unless otherwise agreed, all related services shall be provided by CONTRACTOR during the LEA's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP. A unit of service for payment purposes is one day of attendance. LEA shall not be responsible for payment of services for days on which a pupil's attendance does not qualify for reimbursement under state law.

#### **59. ATTENDANCE RECORDS**

- A. CONTRACTOR shall keep daily attendance of each pupil and shall report attendance monthly to LEA. Such attendance shall be filed with monthly invoices to LEA within thirty (30) days of the close of the school month. Separate attendance register forms must be submitted for all related services as specified on the IEP/IFSP.
- B. Original attendance registers submitted to the LEA with invoices for payment must be completed by the service provider whose signature must appear on said register. CONTRACTOR is responsible for verifying accuracy of said registers and for informing service providers of their personal responsibility for the completion and accuracy of said attendance registers.
- C. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of auditing attendance reporting.
- D. The LEA is required to maintain school records in order to ensure the appropriate high school graduation credit is received by the pupil. The contract may allow for partial or full-time attendance at the NPS.

#### **60. MAINTENANCE OF RECORDS**

The following records shall be maintained by CONTRACTOR for at least five years from the date of origin, or as long as otherwise required by law (CCR 3061(b): daily service logs and notes or other documents used to record the provision of related services; absence verification records (parent/doctor notes, telephone logs, and related documents); staff lists specifying credentials held, business licenses held, documents evidencing

other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services; subCONTRACTS; school calendars; class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks.

CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports.

**61. INSTRUCTIONAL DAY**

The total number of instructional minutes per school year provided by CONTRACTOR shall be equivalent to the number of instructional minutes established for LEA schools unless otherwise specified within the student’s IEP/IFSP or ISA, provided the ISA meets the minimum standards for instructional minutes as specified in Education Code. The number of instructional minutes shall be exclusive of recess, lunch, and passing time. For Pre-K through grade twelve (12), unless otherwise specified on the student’s IEP/IFSP or ISA, the number of minimum instructional minutes shall be as follows: one hundred eighty (180) instructional minutes shall be provided to pre & kindergarten students; two hundred thirty (230) instructional minutes shall be provided to students in grades one (1) through three (3); two hundred forty (240) instructional minutes shall be provided to students in grades four (4) through twelve (12).

**62. PAYMENT UNIT-NONPUBLIC SCHOOL ONLY**

A unit of service for payment purposes is one day of attendance or apportionment absence as defined in California Education Code 46010. LEA shall not be responsible for payment of services for days on which a pupil’s attendance or absence does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for pupils whose IEP/IFSP’s authorize less than full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day serviced.

CONTRACTOR shall notify LEA when medical is billed for educationally related expenses.

**63. PAYMENT UNIT-NONPUBLIC AGENCY ONLY**

A unit of service for payment purposes is one hour of related service. LEA shall not be responsible for payment of services for days on which a pupil’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law.

**64. RATE SCHEDULE**

The CONTRACTOR agrees to apply the same rate for the entire fiscal year. Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP/IFSP and the charges for such service(s) during the term of this Agreement shall be as follows:

A. Nonpublic School only	Rate		Period (specify)
<b><u>Basic Education Program</u></b>	\$ _____	per	_____ <b>Day</b>
B. Designated Instruction and Service and/or Other Related Services			
(1) Adapted Physical Education	\$ _____	per	_____
(2) Behavior Intervention Services	_____	per	_____
(3) Day Treatment Services	_____	per	_____
(4) Language/Speech Therapy/Group	_____	per	_____
(5) Language/Speech Therapy/Indiv.	_____	per	_____

(6) Mental Health	_____	per	_____
a) Counseling/Group	_____	per	_____
b) Counseling/Individual	_____	per	_____
c) Counseling and Guidance	_____	per	_____
(7) Occupational Therapy	_____	per	_____
(8) One-on-One Aide	_____	per	_____
(9) Parent Counseling	_____	per	_____
(10) Physical Therapy	_____	per	_____
(11) Psychological Services	_____	per	_____
(12) Residential Treatment Services	_____		_____
<i>Educationally Related Mental Health</i>		per	_____
<i>Board and Care</i>	_____		_____
(13) Social Work Services	_____	per	_____
(14) Transportation (if required)	_____	per	_____
(15) Other:	_____	per	_____
Other:	_____	per	_____
Other:	_____	per	_____

**65. PAYMENT DEMAND**

If a pupil is enrolled in an NPS/NPA, with the approval of the LEA, prior to agreement to a contract or ISA, the LEA shall issue a warrant for services for up to 60 days during which time the contract shall be consummated. If after 60 days the Master Contract has not been finalized, either party may appeal to the SPI. Within 30 days of receipt of appeal, the SPI, or designee, shall mediate the formulation of a contract which shall be binding upon both parties.

CONTRACTOR shall submit written demand monthly for payment on forms supplied by LEA. Said demand shall be made in the manner prescribed by the California Department of Education (CDE). CONTRACTOR shall submit said demands for payment for services rendered no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA.

If an LEA fails to send a warrant for the amount requested within forty five (45) days or failed to notify the contractor within 10 working days of any reason why the requested payment shall not be paid, the NPS may require the LEA to pay an additional amount of 1.5 % of the unpaid balance per month until full payment is made, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

**66. RIGHT TO WITHHOLD**

LEA has the right to withhold payment to CONTRACTOR when: (A) CONTRACTORS performance, in whole or in part, either has not been carried out or is insufficiently documented; including but not limited to,



failure to implement the individualized education program and all attachments incorporated therein of the student(s) for whom this Contract is written; (B) CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with the inspection, review or audit of its program, work or records; (C) education and/or related services is provided by LEA students by personnel who are not appropriately credentialed/licensed or otherwise qualified; (D) Contractor was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and /or records; (E) CONTRACTOR has failed to provide to LEA all documents prior to school closure; (F) CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) days from the end of the attendance accounting period: or (G) CONTRACTOR has failed to provide to LEA proper rebilling invoices within (30) calendar days from the date that the original invoice was returned to CONTRACTOR. If LEA determines that cause exists to withhold payment to CONTRACTOR, within ten (10) working days written notice shall be sent that LEA is withholding payment to CONTRACTOR. Such notice shall specify the basis for LEA's withholding payment. Within fourteen (14) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies which form the basis for LEA's withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR'S time to respond by an additional fourteen (14) days.

#### **67. AUDIT EXCEPTIONS**

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by LEA or by appropriate state or federal audit agencies occurring as a result of CONTRACTOR's performance of this Contract. CONTRACTOR also agrees to pay to LEA within thirty (30) days of written demand by LEA the full amount of LEA'S liability to the state, if any, resulting from any audit exceptions, to the extent such are attributable to CONTRACTOR's failure to perform properly any of its obligations under this Contract.

Upon request of LEA and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following records: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services: absence verification records (parent doctor notes, telephone logs, and related documents); staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination: staff time sheets: non-paid staff and volunteer sign-in sheets; transportation and other related services subAgreements; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks. Such access may include inspections by LEA with prior notice.

All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited in order to assess the extent to which funds were expended consistent with such budgetary information.

CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm in a reasonable and timely manner. If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's failure to perform, in whole or in part any of its obligations under this Contract as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

**68. INSPECTION AND AUDIT**

CONTRACTOR shall provide access to or forward copies of any books, documents, papers, reports, records, or other matter relating to the Contract upon request by LEA except as otherwise provided by state and federal law. All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited to assess the extent to which funds were expended consistent with said budgetary information. Fiscal records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit. To the extent, the CONTRACTOR disagrees with the findings of the audit; the dispute process as authorized in section 9 shall be utilized for the resolution of the dispute.

**69. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

**70. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state anti-trust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives.

**CONTRACTOR**

**LEA**

\_\_\_\_\_  
Name of Nonpublic, Nonsectarian School/Agency

\_\_\_\_\_  
Authorized Representative/School District

\_\_\_\_\_  
Contracting Officer's Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type) Name and Title

\_\_\_\_\_  
(Type) Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SANTA CLARA COUNTY SELPAs**  
**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN**  
**SCHOOL/AGENCY SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on \_\_\_\_\_, or the date the student begins attending a Non-public school and/or receiving services from a Non-public agency. The agreement terminates at 5:00 p.m. on June 30, 20\_\_\_, unless terminated earlier in accordance with the terms of the Master Contract and applicable law.

NAME OF LOCAL EDUCATION AGENCY ("LEA"): \_\_\_\_\_

NAME OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): \_\_\_\_\_

PUPIL NAME: \_\_\_\_\_ GENDER:  M  F  
(Last) (First) (Middle)

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PUPIL TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PUPIL ID/SS NUMBER: \_\_\_\_\_ GRADE: \_\_\_\_\_

RESIDENTIAL SETTING:  HOME  JCS  FOSTER/LCI NAME: \_\_\_\_\_ # \_\_\_\_\_  
 OTHER \_\_\_\_\_

PARENT/GUARDIAN: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_)  
(Residence) (Business)

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
(If different from pupil)

**CONTRACT TERMS:**

1. The Contractor will implement all elements of the Master Contract.  
Master Contract approved by the governing board on \_\_\_\_\_.
2. CONTRACTOR will provide written progress reports to the Office of Special Education before (*insert quarterly dates here*):  
\_\_\_\_\_  
\_\_\_\_\_
3. Other Provisions (provide attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES  
(Education Code Sections 56365, et seq.)**

PUPIL NAME: \_\_\_\_\_  
(Last)
(First)
(Middle)

**A. BASIC EDUCATION PROGRAM (Applies to NPS only)**

Number of Days \_\_\_\_\_ X Per Diem \$ \_\_\_\_\_ = TOTAL BASIC EDUCATION COSTS (A) \$ \_\_\_\_\_  
 (Include extended school year days as appropriate to the pupil's IEP).

**B. RELATED SERVICES:**

	SERVICE PROVIDER			TOTAL MINUTES PER WEEK/ OR SESSION	COST PER SESSION					MAX TOTAL COST FOR CONTRACT PERIOD
	Freq	Duration	Start Date		HOURLY	DAILY	WEEKLY	INDIV	GROUP	
1. Adapted PE										
2. Aide Support										
3. Counseling										
4. OT										
5. PT										
6. Speech/Language										
7. Transportation										
8. Residential Board & Care										
8. Other										
9. Other										
10. Other										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ \_\_\_\_\_  
 MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) \$ \_\_\_\_\_

All terms and conditions of the current Master Contract for NPS/NPA Service(s) previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with this ISA and the Master Contract, and will request an IEP review prior to any change in the services.

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on \_\_\_\_\_ and terminates at 5:00 p.m. on \_\_\_\_\_ unless sooner terminated as provided herein.

<p><b>LEA</b></p> <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Type or Print Name)</p> <p>_____</p> <p>(Name of LEA)</p> <p>_____</p> <p>(Mailing Address)</p> <p>_____</p> <p>(City, State, Zip Code)</p>	<p><b>CONTRACTOR</b></p> <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Type or Print Name)</p> <p>_____</p> <p>(Name of NPS/NPA)</p> <p>_____</p> <p>(Mailing Address)</p> <p>_____</p> <p>(City, State, Zip Code)</p>
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# **CHAPTER 12**

## **SURROGATE PARENT PROCEDURES**

## SURROGATE PARENT PROCEDURES

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## SURROGATE PARENT PROCEDURES

### 12.1 DETERMINING ELIGIBILITY OF STUDENTS

Prior to assigning a surrogate parent to represent a student, the placing agency representative must complete an Appointment of Surrogate Parent Form and the appointed parent must complete an Acceptance of Appointment Form (Appendix A), which shall be reviewed, and the eligibility of the student shall be determined.

If a student is adjudicated a dependent or ward of the court pursuant to Section 300,601 or 602 of the Welfare and Institutions Code, the documentation provided by the court shall be deemed as documentation that the rights of the student's parent(s) to make educational decisions have been removed or limited by the court.

If the rights of the student's parent(s) and/or legal guardian to represent the child for educational purposes have been specifically removed or limited by the court, the student shall be assigned a surrogate parent.

If one parent or legal guardian retains the right to make educational decisions on the pupil's behalf, and that parent or legal guardian is willing to represent the student, no surrogate parent will be assigned.

The reasonable search for the student's parent(s)/legal guardian must be documented. The search shall consist of a minimum of three search attempts, conducted over a three-week period, utilizing two or more types of contact attempts (certified letter, telephone call, home visit, etc.)

If no parent has been located, the student shall be assigned a surrogate parent.

If a parent is located, but refuses to exercise his or her rights to represent the student, that fact shall be documented and a referral shall be made to the court. Additionally, the SELPA Director may suggest that the social worker or probation officer request that the court remove the rights of the parents at a subsequent hearing or provide legal representation for the pupil.

If a student has reached the age of majority and has been conserved by the court, that fact shall be documented.

The student shall be assigned a surrogate parent. In some instances, the conservator will be assigned as the surrogate parent, if he or she has no conflict of interest.

If it is suspected that the parents are minors, the age of the parent(s) shall be documented.

If a student is an emancipated minor, that fact shall be documented. Emancipated minors shall not be assigned a surrogate parent.

If a student is a married minor, that fact shall be documented. Married minors shall not be assigned a surrogate parent.

## **12.2 RECRUITMENT OF VOLUNTEERS**

The SELPA Director and district directors will work with community agencies and organizations, both public and private, to secure applicants for the position of surrogate parent volunteer.

The SELPA Director/designee will coordinate activities of the SELPA and LEAs in seeking volunteers.

Each volunteer interested in the surrogate parent position should notify the SELPA Director and LEA as soon as possible.

## **12.3 SCREENING OF APPLICANTS**

The following areas must be addressed by the SELPA Director/designee in the screening process for the appointment of surrogate parents.

- (1) The volunteer must have an active interest in the students to be served.
- (2) The volunteer must have a willingness to learn the requirements of special education.
- (3) The volunteer must have no criminal background (arrest/conviction) that includes a misdemeanor involving abuse or neglect or others, or contributing to



the delinquency of minors, or any felony conviction. Misdemeanor convictions within the past five years will be considered on a case by case basis.

- (4) The volunteer must have a valid *California Drivers License* and provide proof of insurance or demonstrate the ability to fulfill all duties of a surrogate parent without needing to drive.
- (5) The volunteer must be willing to be fingerprinted, if deemed necessary by the SELPA Director or district director.
- (6) The volunteer must not have a conflict of interest, including financial, with the specific student represented, or other interests, including institutional or other biases that might restrict or interfere with his or her ability to advocate for all the services required to ensure a free appropriate public education for the assigned individual with exceptional needs.
- (7) The volunteer must not be an employee of an agency that has a direct relationship to the student, e.g., school employees, probation officers, social workers, group home providers, or others who may have a conflict of interest.
- (8) The volunteer should display sensitivity to the cultural, socio-economic and individual needs of the student served.

#### **12.4 APPOINTMENT OF SURROGATE PARENT**

- (1) Upon satisfactory completion of the surrogate parent training session and upon passing the SELPA screening process, the surrogate parent volunteer shall be assigned to one or more students, using the following criteria:
  - Cultural and socio-economic sensitivity.
  - Location, based on reasonable travel time for the surrogate parent.
  - Ability to understand and relate to the disability and needs of the student.
  - The interest of the surrogate parent volunteer.
- (2) Upon appointment, the following will be provided to the surrogate parent:
  - An identification card.

- The SELPA Director or designee will ensure that an initial meeting with the LEA Special Education Director, surrogate parent and student is arranged.
- The LEA Special Education Director will ensure that the surrogate parent meets with the teacher(s) and personnel providing related services for the assigned student.
- The LEA Special Education Director will ensure that the surrogate parent meets with the foster home parent, group home provider, or the person with whom the student resides.
- The LEA Special Education Director will ensure that the surrogate parent will receive training, from the LEA case manager or other designated staff, in the disability and educational needs of the student assigned to the surrogate parent.

## 12.5 TRAINING

Prior to assigning a surrogate parent to represent a student, the SELPA Director/district director/designee will arrange for training for the surrogate parent. Training shall include, but not be limited to, the following topics:

Special Education and Related services.

1. Special Education programs available within Santa Clara County as well as other educational placement options.
2. Policies of the Santa Clara County SELPA Executive Councils.
3. Federal and State laws and regulations regarding Special Education.
4. Parent and student rights under federal and State Special Education laws and regulations.
5. Surrogate parent responsibilities, including participating in Individualized Education Program (IEP) meetings and suspension/expulsion proceedings for the assigned student.
6. Conflicts of Interest.
7. Visiting with the student outside the educational environment.

8. Consulting with the student's foster parent(s), group home provider/staff members, or the person(s) with whom the student resides.
9. Ethical concerns, including the responsibility to hold all information regarding the assigned student in confidence.
10. The Community Advisory Committee and parent support groups.
11. Child and adult abuse reporting laws.

### **12.5.A Training Sessions**

Training sessions shall be provided at convenient locations, and shall be scheduled on days and at times that are suited to meet the needs of the surrogate parent volunteers.

The SELPA Director will develop a post-test interview to be administered to all prospective surrogate parent volunteers following the training session.

The LEA Director shall arrange for records to be kept of the dates and types of training received by each prospective surrogate parent.

The SELPA Director shall maintain records of the dates surrogate parents received training so that update/review training may be provided biannually for the surrogate parents.

## **12.6 SURROGATE PARENT CASELOAD**

The SELPA Director will determine the student caseload for the surrogate parent. The criteria utilized will include, but not be limited to: demonstrated ability of the surrogate parent, location of students requiring surrogate parents, and the surrogate parent's interest in the particular students to be assigned.

## **12.7 SURROGATE PARENT COMPENSATION**

Upon prior approval of the LEA Director, the LEA will reimburse the surrogate parent for reasonable costs incurred in their duties as follows:

- Mileage shall be reimbursed at a rate established by the district in which the surrogate parent is volunteering.
- Phone calls required in the performance of surrogate parent duties, not to exceed \$5.00 per month.

- The surrogate parent must complete the appropriate reimbursement claim forms for reimbursement.

## **12.8 ACCESS TO THE STUDENT**

The surrogate parent must meet with the student under the supervision of the student's group home provider, foster parent, person with whom the student resides, placing agency representative, or designated school staff. Exceptions to this procedure are made by the SELPA Director/district director/designee.

School personnel shall make every reasonable effort to ensure that the surrogate parent has access to the student as it relates to the student's educational needs.

## **12.9 ACCESS TO STUDENT RECORDS**

The surrogate parent retains the same rights as a parent/legal guardian to access student records. He or she must request copies of school records and other records in the same manner that is required by the parent/legal guardian.

Due to the continual need for confidentiality, when a surrogate parent discontinues representing a specific student, he or she must return to the district all copies of the student's records in his or her possession.

## **12.10 USE OF INTERIM SURROGATE PARENTS**

When any of the following conditions prevail, the Director of Special Education of the LEA in which the student is educated, shall notify the SELPA Director, within two working days, of the need for the assignment of an interim surrogate parent:

- If no parent is immediately available, and the student has been referred for an assessment for possible placement in a Special Education Program; or
- The student transfers into a Santa Clara County SELPA and is provided an interim placement in a Special Education Program.

The LEA Director shall assign a surrogate parent, within five working days, depending upon the availability of surrogate parents.

The LEA Director shall terminate the services of the interim surrogate parent when/if any of the following exist:

- The student, after assessment, is found to be ineligible for Special Education and/or related services. The Director of Special Education of the LEA in which the student

is educated shall notify the SELPA Director, within five working days that the student was determined to be ineligible for special education.

- The student is determined to be ineligible for the services of a surrogate parent.
- The surrogate parent from the previous SELPA qualified to be a surrogate parent in the Santa Clara County SELPAs, and is willing and available to provide the service for the student.
- A permanent surrogate parent is appointed for the student.

### **12.11 EVALUATION OF SURROGATE PARENTS**

The Santa Clara County SELPAs shall establish surrogate parent evaluation procedures.

Evaluations of the surrogate parent shall be performed by the Director of Special Education of the LEA in which the student is educated, in conjunction with the SELPA Director. Each surrogate parent should be evaluated at a minutes of annually. Evaluations can be conducted at more frequent intervals, at the discretion of the Director of Special Education of the LEA in which the student is educated, or at the discretion of the SELPA Director, if it is suspected that the surrogate parent is not adequately performing his or her duties.

The LEA Director of Special Education shall document whether or not the surrogate parent has met the surrogate parent evaluation criteria.

- (1) If the surrogate parent's evaluation indicates the need for the surrogate parent to improve his or her performance, the Director of Special Education shall arrange for support services to assist the surrogate parent in improving his or her performance.
- (2) If the surrogate parent receives an unsatisfactory evaluation, the decision whether or not to terminate the surrogate parent's appointment shall be made by the SELPA Director as outlined in section 12.12.
- (3) Evaluations shall be held confidential by both the LEA Special Education Director and the SELPA Director.

**12.12 TERMINATION OF SURROGATE PARENT APPOINTMENT**

Only the SELPA Director/LEA Director may terminate a surrogate parent's appointment. The SELPA Director shall terminate the appointment of a surrogate parent, when the Director of Special Education of the LEA in which the student is educated notifies the SELPA Director of any of the following conditions:

1. Notice is received from the court that the student is no longer a dependent or ward of the court, under Section 300.601 or 602 of the Welfare and Institutions Code. A copy of said notice should be forwarded to the SELPA Director within two working days of receipt.
2. Notice is received from the court that the right of the parent or legal guardian to make educational decisions for the student, who is a ward, has been reinstated. A copy of said notice should be forwarded to the SELPA Director within two working days of receipt.
3. The student reaches the age of majority, as documented by the school district or County Office of Education records.
4. The student exits from the Special Education program, as documented by an IEP team.
5. The parent or guardian appears and assumes the responsibility for making educational decisions for the student.
6. The surrogate parent receives an unsatisfactory evaluation, utilizing the SELPA evaluation process, and displays no apparent improvement following the evaluation. Termination, based upon the unsatisfactory evaluation, shall be at the discretion of the SELPA Director.
7. The surrogate parent is alleged to have committed a misdemeanor involving the abuse or neglect of others or contributing to the delinquency of minors, or any felony.
8. A surrogate parent is found to have a conflict of interest:
  - If the SELPA Director determines that a conflict of interest exists, it shall be documented and the LEA Director of Special Education shall be notified of same within two working days.
  - The surrogate parent takes action, which threatens the safety or well being of the assigned student.

The LEA Director of Special Education shall investigate the allegations of such action and report the results of said investigation to the SELPA Director as soon as possible, but no later than 30 days following the original report of the allegations.

The SELPA Director shall determine whether the surrogate parent's appointment should be terminated, based on the results of the investigation.

When the SELPA Director receives information indicating the possible need to terminate a surrogate parent, the SELPA Director shall consider the validity of the information and make a decision to terminate or not terminate within five working days.

If the SELPA Director determines that the surrogate parent should be terminated, the SELPA Director shall notify the surrogate parent within five working days of such decision.

Notice of termination shall be by documented phone call or certified mail, with return receipt requested.

At the discretion of the SELPA Director, the terminated surrogate parent may be granted the right to discuss the termination with the SELPA Director with the possibility of eventual reinstatement.

A terminated surrogate parent may protest the termination in writing to the SELPA Director, whose decision regarding the appeal shall be final.

A student, whose surrogate parent has been terminated, shall be so notified by the LEA Director of Special Education in which the student is educated.

A student, who remains eligible for the services of a surrogate parent, shall be assigned an interim or new surrogate parent within two working days or as soon as possible.

### **12.13 CONFLICT RESOLUTIONS AND APPEALS**

Conflicts must be brought to the attention of the SELPA Director, who will work with all parties involved, to bring resolution to the conflict. The SELPA Director, or his or her designee, will have the final authority in all appeals and conflicts.

### **12.14 HOLD HARMLESS**

The SELPA and the surrogate parent shall enter into a signed agreement of that with a hold harmless clause.



**SANTA CLARA COUNTY OFFICE OF EDUCATION**  
Department of Special Education

**APPOINTMENT OF SURROGATE PARENT**

I appoint \_\_\_\_\_ to act as surrogate parent in matters involving the education of \_\_\_\_\_. This representative shall have parental authority in matters relating to identification, assessment, instructional planning and development, educational placement, reviewing and revising the Individualized Family Service Plan (IFSP) or the Individualized Education Plan (IEP) including non-emergency medical services, mental health services and occupational or physical therapy services as relating to the IFSP/IEP, and in other matters relating to the provision of a free appropriate education for the individual.

This appointment shall remain in effect until any of the following occur.

1. The pupil's parent is located and/or appoints an educational representative.
2. The surrogate parent is unwilling or unable to carry out his/her responsibilities to the best interest of the child.
3. The surrogate parent is in a position with a conflict of interest in the above matter.

\_\_\_\_\_  
LEA Special Education Administrator

\_\_\_\_\_  
Date  
Telephone:

**ACCEPTANCE OF APPOINTMENT**

I, \_\_\_\_\_, hereby accept the above appointment. At such time as I am unable or unwilling to continue this appointment, I will notify the LEA Special Education Administrator designated above. I understand that I shall be held harmless by the State of California when acting in my official capacity except for acts or omissions which are found to have been wanton, reckless, or malicious.

I acknowledge that \_\_\_\_\_ has provided information/training regarding the laws applicable to surrogate parent responsibilities and the continuum of education program placements and opportunities available for individuals with disabilities.

I agree to maintain all student records and information in a confidential manner. Upon the termination of this agreement, I will return all such records to \_\_\_\_\_

\_\_\_\_\_  
Surrogate Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
Telephone:



# **CHAPTER 13**

## **LOW INCIDENCE PURCHASING**

## LOW INCIDENCE PURCHASING

<b>13.1</b>	<b>OVERVIEW .....</b>	<b>1-3</b>
<b>APPENDIX A</b>	<b>LOW INCIDENCE EQUIPMENT REQUISITION FORM AND LOW INCIDENCE SERVICE REIMBURSEMENT FORM</b>	
<b>APPENDIX B</b>	<b>HOME USE OF LOW INCIDENCE EQUIPMENT</b>	
<b>APPENDIX C</b>	<b>PROPERTY CHANGE/SURPLUS EQUIPMENT</b>	
<b>APPENDIX D</b>	<b>THE FUNDING FOR SPECIALIZED BOOKS, MATERIAL &amp; EQUIPMENT FOR LOW INCIDENCE STUDENTS SUMMARY OF LEGAL REQUIREMENTS (CDE)</b>	

## LOW INCIDENCE PURCHASING

The SELPA Office shall provide guidelines for the purchase of specialized books, materials and equipment for students meeting the criteria for low incidence funding of specialized services as set forth by the California Department of Education Special Education Division.

### 13.1 OVERVIEW

Funding for the purchase of specialized books, materials and equipment for students meeting the criteria for low incidence funding of specialized services is provided by the State of California. Students must fall within the following categories: hard of hearing, deafness, visual impairment, severe orthopedic impairment, and deaf-blindness. Those students, who meet the criteria for low incidence funding of specialized services, are determined by the assessment of a student with a suspected low incidence disability. This assessment is conducted by persons knowledgeable of that disability and an individualized education program (IEP) prepared for each pupil with low incidence disabilities as defined in Section 56026.5 of the Education Code. See Appendix E for the *Funding for Specialized Books, Material and Equipment for Low Incidence Students – Summary of Legal Requirements*

Once it is determined by the IEP Team that a student requires the purchase of specialized books, materials and equipment, and meets the criteria for low incidence funding of specialized services, a *Low Incidence Requisition Form* is prepared and a copy of the supporting IEP forms:

1. **MIS Summary Page or Forms 1 & 2A with LI disability designated as primary or secondary**
2. **Form 3A/B with a goal incorporating LI equipment being requested.**

**ONLY SEND the MIS Summary Page/IEP FORMS 1 & 2A, with IEP Form 3A/B. If an amendment (Form 10) is completed with the goal and not included in Form 3A/B, include Form 10.**

The *Low Incidence Requisition Form* and the MIS Summary Page/IEP Forms 1 & 2A, with Form 3A or 3B are sent to the respective district Director of Special Education for approval. After district approval, the low incidence requisition is forwarded to the SELPA Director for further processing, preparation of a purchase order, obtaining additional approvals as necessary, placing the order, etc.

**NOTE:** The *Low Incidence Requisition Form* is now available electronically.

As a condition of receiving these funds, the responsible SELPAs, or local education agencies, shall ensure that the appropriate books, materials and equipment are purchased. The use of the equipment will be coordinated as necessary, and the books, materials and equipment will be reassigned to other qualifying SELPAs and local education agencies, within the special education local plan area, once the SELPA or agency, who originally received the books, materials and equipment, no longer requires them.

When a student is on an inter-district transfer and is in need of low incidence, equipment, material or services, the district of residence will pay for the equipment out its Low Incidence Funds.

#### **Home Use of Low Incidence Equipment**

In some cases Low Incidence Equipment may need to be used in the home for the student to receive FAPE. If equipment will be used in the home it is important to complete the *Home Use of Low Incidence Equipment* form.

#### **Property Change Notice/Surplus Equipment**

If LI equipment is being transferred to another student or another site complete the *Property Change Notice/Surplus Equipment* form. This form is also used if this equipment is going to be classified as surplus.

#### **When Student Moves to another District**

EC 56836.22 (e) states that "it is intent of the legislature that SELPAs share unused equipment, books and materials with neighboring SELPAs... "If the book, materials and equipment are still needed by other students with low incidence disabilities in the SELPA there is no requirement to send it with the student who moved away. Providing these resources is the responsibility of the SELPA where the student now resides. If however books, materials and equipment purchased with low incidence funds are unused, SELPAs are encouraged to make arrangements with other SELPAs to share the unused equipment, books and materials. Special rules apply if the LI equipment is an assistive technology device(s), as referenced below.

**When a Student Graduates**

Pursuant to E.C 56822, books, materials and equipment purchased with low incidence funds remain the property of the State. Since the student has graduated from high school, he/she is no longer eligible to receive special education and related services. Therefore, districts CANNOT give the books, materials and equipment to the student. This would be a gift of public funds. Districts cannot sell the equipment to parents/students.

**Low Incidence Equipment that is also Assistive Technology.**

Pursuant to E.C. 56040.3, low incidence equipment that is considered assistive technology may need to be provided to a student outside of school environments and after a student disenrolls from a local educational agency (LEA) and enrolls in a new LEA, including a Charter School. Specifically, low incidence equipment that is also an assistive technology device must be provided outside of school when a student's IEP team determines a student needs access to that device(s) in the student's home or other settings in order to receive a free, appropriate public education. Moreover, when a student with such assistive technology LI equipment enrolls in another Local Educational Agency (LEA), including a Charter School, the original LEA is responsible for providing continued access to the device until (1) alternative arrangements for providing the student the device, or comparable device, can be made, or (2) two months from the time the student disenrolled from the original LEA; whichever occurs first.

## LOW INCIDENCE EQUIPMENT REQUISITION FORM

Incomplete forms cannot be processed and will be returned. To avoid delay, make sure that the following are attached to your request:

- MIS Summary Page and/or Current IEP Forms 1 & 2A showing LI disability\*     
  Form 3A/B showing related goal (No need for Supplemental/Special Factors)     
  Complete item info & vendor info/ quote

REQUESTING DISTRICT			
Requested by: _____	Date Requested: _____		
Phone/email: _____	Delivery Contact: _____		
School District: _____	Delivery Site: _____		
	Delivery Address: _____		
Approved: _____		Comments: _____	
District Administrator Signature	Principal's Initials (Optional) - For SCCOE only -		
Date Signed: _____			

STUDENT INFORMATION						
Name: _____	LI Disability*:	<input type="checkbox"/> 020 HOH	<input type="checkbox"/> 030 Deaf	<input type="checkbox"/> 050 VI	<input type="checkbox"/> 070 OI	<input type="checkbox"/> 100 DB
Name: _____	LI Disability*:	<input type="checkbox"/> 020 HOH	<input type="checkbox"/> 030 Deaf	<input type="checkbox"/> 050 VI	<input type="checkbox"/> 070 OI	<input type="checkbox"/> 100 DB
Name: _____	LI Disability*:	<input type="checkbox"/> 020 HOH	<input type="checkbox"/> 030 Deaf	<input type="checkbox"/> 050 VI	<input type="checkbox"/> 070 OI	<input type="checkbox"/> 100 DB

*Describe this equipment and its relationship to the IEP goal/s:*

ITEM(S) REQUESTED				
Quantity	Stock #, Item #, or Part #	Description of Item(s)	Cost Each	Total Cost

**NOTE:** Please use a blank piece of paper to write additional student names & items, and attach to this requisition.

Subtotal	
Shipping/Handling	
CA Sales Tax	
<b>GRAND TOTAL</b>	

Suggested Vendor Name: _____	Vendor Telephone: _____
Vendor Address: _____	Vendor Fax: _____
City / State / Zip: _____	Web Site Address: _____

After obtaining required district administrator approval(s), send request to:

SELPA Low Incidence Desk - Mail Code 277  
Santa Clara County Office of Education  
1290 Ridder Park Drive, San Jose, CA 95131

Telephone: (408) 453-6960

Fax: (408) 453-4337

Email: [SELPA\\_LowIncidence@sccoe.org](mailto:SELPA_LowIncidence@sccoe.org) via <https://upload.sccoe.org/>

### - FOR SELPA USE ONLY -

- Low Incidence Request Approved     
  Resubmit with needed info     
  Low Incidence Request Denied (see attached memo)

\_\_\_\_\_  
SELPA Director Signature

\_\_\_\_\_  
Date

*Education Code (EC) Section (§) 56836.22 provides for funds to purchase specialized books, materials, and equipment as required under the individualized education program (IEP) for each pupil with low incidence disabilities as defined in § 56026.5 ("hearing impairments, vision impairments, severe orthopedic impairments, or any combination thereof").*

Requests for Low Incidence books, materials, and equipment are reviewed and approved by the SELPA Director. All approvals are subject to audit by the State; therefore, all guidelines must be met prior to purchases.

\*\*\* If you have questions or would like a complete copy of low incidence equipment guidelines, contact the SELPA Administrative Unit Office at 408-453-6960. \*\*\*

### **SCHOOL SITE SUBMISSION CHECKLIST!**

Requests for specialized books, materials, and equipment, can be made by submitting the Low Incidence Requisition Form and can only be approved if all the following criteria are met:

- \_\_\_\_\_ 1. The Low Incidence Requisition Form is fully filled out (*has contact info, student info, items requested, pricing, vendor info*) and signed by district administrator.
- \_\_\_\_\_ 2. Includes a copy of MIS Summary Page and/or current IEP Forms 1 & 2A or IFSP document that indicates a low incidence disability for student. *No "Drafts"!*
- \_\_\_\_\_ 3. Includes a copy of IEP Form 3A/B or IFSP document that clearly shows a goal/objective which directly relates to the use of the specialized book, materials, and equipment being requested. (*no need for Supplemental/Special Factors pages*).
- \_\_\_\_\_ 4. Books, materials, and equipment requested are specialized and directly related to the student's unique educational need resulting from the low incidence disability. (*The request cannot be for medical equipment or storage units, general classroom supplies, materials used primarily by teachers instead of students, non-specialized computer systems or software.*)

**Note:** Requests for mobile computing devices (such as iPads) will need to have a valid AT/AAC report and list of applications submitted along with the low incidence request.

**NOTE:** If home use of the equipment/material is deemed appropriate, the IEP team must document on the IEP meeting notes the rationale of equipment/material use in the home.

Also, the parents must agree in writing to:

1. Secure the equipment and supervise proper use, ensuring that there will be no modifications of or additions to equipment, existing programs or software.
2. Provide necessary and safe transportation of the equipment between home and school.
3. Acknowledge that the equipment was purchased for student use with state funds and remains the property of the State of California.
4. Agree that equipment will not be used by other members of the family or by friends.
5. Assume responsibility for the replacement or repair of equipment if lost or damaged while at home.
6. Receive training in the use of the equipment before it can be sent home.
7. Acknowledge that the equipment may be required to be returned to school at any time it is determined that the equipment is not being used properly, or when the IEP team determines that use at home and/or use at school is no longer required for student to access curriculum.
8. Return the equipment to the school district (LEA) should the student move out of the district. This is to arrange for transfer of the equipment to the new district of the student or to another student in the same LEA.

*\*A form for Home Use of Low Incidence Equipment can also be obtained by contacting the SELPA AU office at 408-453-6960.*



# LOW INCIDENCE SERVICE REIMBURSEMENT REQUEST

This form is to be used to access Low Incidence Equipment/Service Funds for Low Incidence Services only.

REQUESTING DISTRICT			
Date Requested: _____	Location of Service: _____		
Requested by: _____	Address: _____		
School District: _____			
Phone & Email: _____	Comments: _____		
<small>Phone</small>	<small>Email</small>		
Approval: _____	Date Approved: _____		
<small>District Administrator Signature</small>	<small>Principal's Initials (Optional)</small>		

STUDENT INFORMATION			
Student Name: _____	Student ID: _____	LI Disability(*):	
_____	_____	<input type="checkbox"/> 020 HOH	<input type="checkbox"/> 030 Deaf
_____	_____	<input type="checkbox"/> 050 VI	<input type="checkbox"/> 070 OI
_____	_____	<input type="checkbox"/> 100 DB	<input type="checkbox"/> 020 HOH
_____	_____	<input type="checkbox"/> 030 Deaf	<input type="checkbox"/> 050 VI
		<input type="checkbox"/> 070 OI	<input type="checkbox"/> 100 DB
		<input type="checkbox"/> 020 HOH	<input type="checkbox"/> 030 Deaf
		<input type="checkbox"/> 050 VI	<input type="checkbox"/> 070 OI
		<input type="checkbox"/> 100 DB	

**Describe this service and its relationship to the IEP goal/s:**

\_\_\_\_\_

SERVICE(S) REQUESTED				
Type of Service	Duration of Service	Name of Service Provider	Total Cost	Amount Requested for Reimbursement
Subtotal:				
Other cost (specify): _____				
Other cost (specify): _____				
<b>GRAND TOTAL</b>				

**NOTE:** Please use a blank piece of paper to write additional student names & services, and attach to this requisition.

**Incomplete forms cannot be processed and will be returned. To avoid delay, make sure that the following are attached to your request:**

- MIS Summary Page and/or Current IEP Forms 1 & 2A showing LI disability\*
- Form 3A/B showing related goal (No need for Supplemental/Special Factors)
- Service agreement/contract signed by all parties
- Official Invoice

**After obtaining required district administrator approval(s), send complete request to:**

SELPA Low Incidence Desk - Mail Code 277  
Santa Clara County Office of Education  
1290 Ridder Park Drive, San Jose, CA 95131

Telephone: (408) 453-6960  
Fax: (408) 453-4337  
Email: SELPA\_LowIncidence@sccoe.org

### - FOR SELPA USE ONLY -

LI Reimbursement Approved \$ \_\_\_\_\_  LI Reimbursement Request Denied (see attached memo)

\_\_\_\_\_  
SELPA Director Signature

\_\_\_\_\_  
Date



### Use of Low Incidence Service Funds

The use of these funds is limited to expenditures supporting low incidence specialized services, such as “qualified interpreters, note takers, readers, transcribers, and others who provide specialized services to students with low incidence disabilities pursuant to EC §56026.5.” These specialized services must relate to unique educational needs resulting from the pupil’s low incidence disability or disabilities. Low incidence funds are to be used to supplement, and not to supplant existing services (i.e. to provide additional services beyond those funded through the base program or another agency). All approvals are subject to audit by the State; therefore, all guidelines must be met prior to reimbursement. Amount of reimbursement will depend upon the district’s Low Incidence funds balance.

### Funding for Specialized Services

Criteria:

1. Each student for whom a service is reimbursed has a “low incidence” disability.
2. The service is “specialized” (relates to a need/s) resulting from the low incidence disability, as indicated in the comprehensive assessment in all areas related to the student’s disability, involving staff who is credentialed/ knowledgeable in the low incidence disability area.
3. The service is “required for the student with a disability to benefit from special education”.
4. Low incidence funds are used to “supplement”, not to “supplant” existing services. (i.e., funds are to be used for additional services beyond those proved through special education funds, the base program or by another agency). The service is considered a “support service.”
5. Expenditures for low incidence specialized services are limited to direct services (i.e. interpreters, note-takers, readers, transcribers) to the pupils with low incidence disabilities, and cannot be used for services to staff, or for any other purpose. These funds should not be used to provide services to meet general education needs provided through the base program.
6. Personnel providing services to meet the specialized health care needs related to a student's low incidence disability must meet the requirements of the California Code of Regulations (CCR), Title 5, §3051.12(b).

### SCHOOL SITE SUBMISSION CHECKLIST!

Requests for specialized service reimbursement can be made by submitting the Low Incidence Service Reimbursement Form and can only be approved if all the following criteria are met:

- \_\_\_\_\_ 1. The Low Incidence Reimbursement Request Form is fully filled out.
- \_\_\_\_\_ 2. Service is directly related to the student’s unique educational need resulting from the low incidence disability.
- \_\_\_\_\_ 3. Low Incidence Service Reimbursement Request Form is signed by your Special Education Director.
- \_\_\_\_\_ 4. Includes a copy of current MIS Summary and/or IEP Form 1 & 2A or IFSP document that indicates a low incidence disability for student. *No “Drafts”!*
- \_\_\_\_\_ 5. Includes a copy of IEP Form 3A/B or IFSP document that clearly shows a goal/objective which directly relates to the use of the specialized service for which the reimbursement is requested.
- \_\_\_\_\_ 6. Includes copy of official invoice.
- \_\_\_\_\_ 7. Includes copy of fully-executed service agreement/contract



Santa Clara County SELPA I, II, III, IV, VII
Home Use of Low incidence Equipment

Student Name: Birth Date: Grade:
District of Residence: Attending School/District:
Teacher: SpEd Program:
Current IEP Date: Low Incidence Disability:

Rationale for Home Use as Determined and Documented by the IEP Team:

Items to be used at home:

Table with 3 columns: Item(s), Serial #, SELPA Tag #

Parent Training provided by: Date:
Name/Title

As the parent/guardian of: , I agree to:

- 1. Secure the equipment and supervise proper use...
2. Provide necessary and safe transportation...
3. Acknowledge that the equipment was purchased...
4. Agree that equipment will not be used...
5. Assume responsibility for the replacement...
6. Receive training in the use of the equipment...
7. Acknowledge that the equipment may be required...
8. Return the equipment to the school district...

Parent/Guardian Signature Date
Address Telephone
District Administrator Date

Date Equipment Returned Administrator Received



**FUNDING FOR SPECIALIZED BOOKS, MATERIALS, EQUIPMENT, and SERVICES FOR LOW INCIDENCE STUDENTS**

*Education Code (EC) Section (§) 56836.22* provides for funds to purchase specialized books, materials, and equipment as required under the individualized education program (IEP) for each pupil with low incidence disabilities as defined in §56026.5 ("hearing impairments, vision impairments, severe orthopedic impairments, or any combination thereof").

Funding is determined by dividing the total number of pupils in California with low incidence disabilities, as reported in the December 1<sup>st</sup> prior year unduplicated pupil count, in the following categories: hard of hearing, deaf, visually impaired, orthopedically impaired, and deaf-blind into the annual appropriation provided for this purpose in the Budget Act. The Budget Act allows this funding to be used only "for purchase, repair and inventory maintenance" for equipment, materials and specialized books, and specialized services used by students with low incidence disabilities.

As a condition of receiving these funds, "the responsible local agency shall ensure that the appropriate books, materials, and equipment are purchased, the use of the equipment is coordinated as necessary, and that the books, materials, and equipment are reassigned to local education agencies (LEA) within the special education local plan area (SELPA) once the agency that originally received the books, materials, and equipment no longer needs them."

It is also the "intent of the Legislature that local plan areas share unused low incidence books, materials, and equipment with neighboring SELPAs." If the equipment, materials or specialized books are no longer needed within the SELPA or a neighboring SELPA, the Department of Education Low Incidence Program Consultant shall be contacted to reassign the resources elsewhere within California. Items purchased with these funds may only be used by students with low incidence disabilities, unless a waiver has been approved by the State Board of Education.

*EC §56320(g)* requires that:

"The assessment of a pupil, including the assessment of a pupil with a suspected low incidence disability, shall be conducted by persons knowledgeable of that disability. Special attention shall be given to the unique educational needs, including, but not limited to, skills and the need for specialized services, materials, and equipment consistent with guidelines established pursuant to §56136."

*EC §56327(h)* states, "The personnel who assess the pupil shall prepare a written report, as appropriate, of the results of each assessment. The report shall include, but not be limited to, all of the following:

"The need for specialized services, materials, and equipment for pupils with low incidence disabilities consistent with guidelines established pursuant to §56136."

*EC §56345(b)(5)* states, "When appropriate, the individualized educational program shall also include...

For pupils with low incidence disabilities, specialized services, materials, and equipment, consistent with guidelines established pursuant to §56136."

*EC §56136* requires that:

The Superintendent of Public Instruction to "develop guidelines for each low incidence disability area and provide technical assistance to parents, teachers, and administrators regarding the implementation of the guidelines."

*EC §56206* states, "As a part of the local plan submitted pursuant to §56200, each SELPA shall describe how specialized equipment and services will be distributed within the local plan area in a manner that minimizes the necessity to serve pupils in isolated sites and maximizes the opportunities to serve pupils in the least restrictive environment."

*EC §56363(b)(16)* states the Related Services "may include but not be limited to:

Specialized services for low incidence disabilities, such as readers, transcribers, and vision and hearing services."

These services are further defined in California Code of Regulations, Title 5, §3051.16:

"Specialized Services for low incidence disabilities may include:

(b) Specialized services related to the unique needs of pupils with low incidence disabilities provided by qualified individuals such as interpreters, note takers, readers, transcribers, and other individuals who provide specialized materials and equipment."

The Individuals with Disabilities Education Act (IDEA) requires that the IEP team shall "consider whether the child requires assistive technology devices and services" for all students with disabilities. IEP requirements also include the need, as appropriate, for "...Braille" instruction for students who are "blind or visually impaired", and "language and communication needs..." "for students who are "deaf or hard of hearing. The Special Education Division's Web site contains a memorandum regarding assistive technology, and details on these, and other changes in federal and state requirements resulting from reauthorization of IDEA, 2004 and other legislation.

Since the use of these funds is limited to expenditures on books, materials, equipment, and services for students with low incidence disabilities, the purchase must relate to the unique educational needs resulting from the low incidence disability as indicated in the IEP of eligible students. For example, regular textbooks and workbooks would not qualify in contrast to low vision aids, digital media, large print or Braille books for students who are visually impaired. Bolsters and mats for young children should be a part of basic equipment and would not qualify, while specialized adapted feeding and self-care equipment, needed by children because of their severe orthopedic impairments, would qualify. It is therefore important that specialized teachers who are credentialed to serve students with specific low incidence disabilities be involved in the team assessment process and attend the IEP meetings so that books, materials, equipment, and services considered for purchase for low incidence students are related directly to the unique educational needs resulting from a low incidence disability.

Students with low incidence disabilities enrolled in non-public and private schools by the public school, or served in the student's home when required under the IEP, pursuant to SELPA local plan policies and procedures are also eligible to have books, materials, and equipment purchased for their use by low incidence funds. Reasonable care must be taken, however, to prevent damage, loss or theft.

Purchasing specialized equipment and materials and specialized services for infants with low incidence disabilities is also an allowable expenditure for Part C funds. The purchase must relate to a need documented in the IEP based on assessment results for each pupil receiving the services.

Expenditures for low incidence specialized services are limited to direct services (i.e. interpreters, note-takers, readers, transcribers) to the pupils with low incidence disabilities, and cannot be used for services to staff, or for any other purpose. These funds should not be used to provide services to meet general education needs provided through the base program.

Personnel providing services to meet the specialized health care needs related to a student's low incidence disability must meet the requirements of the *CCR*, Title 5, §3051.12(b).

It is permissible to "pool" funds to be used by one or more students with low incidence disabilities. There is no legal limitation on the amount of funding for any particular student.

Since there may not be adequate funding to meet all the needs of all eligible students with low incidence disabilities, responsible LEAs should establish a priority for the allocating of these funds, using procedures outlined in the SELPAs local plan for special education.

Low Incidence funds allocated under *EC 56836.22* may *not* be used to:

1. Support staff development. It is suggested that technical support and training be included when equipment is purchased. SELPAs are encouraged to collaboratively develop regionalized multi-agency funded centers that can provide ongoing technical support, training and address other activities and assure funds are used in the most cost-effective manner.
2. Purchase medical therapy units for California Children's Services. LEAs shall provide necessary space and equipment for the provision of occupational therapy and physical therapy in the most efficient and effective manner.
3. Purchase medical equipment needed for providing specialized health needs since *California Code of Regulations (CCR)*, Title 5, §3051.12(b)(3)(C), states that "the school district shall not be required to purchase medical equipment for an individual student."
4. Construct or alter facilities (for example, building ramps), or to acquire storage units.
5. Supplant books, equipment and materials that have been provided by other agencies. Low incidence funds are to be used only to supplement, and not to supplant other available funding for books, materials and equipment provided through the base program for general education and/or special education students. For example, basic computers or other basic technology should not be purchased with low incidence funds unless it can be clearly demonstrated to fulfill a specialized function, format or adaptation directly related to the low incidence disability. General education or other special education funding should be used for purchasing such basic items.

Since use of these funds is limited, "for purchase, repair and inventory maintenance" for equipment, materials and specialized books used by students with low incidence disabilities, any "coordinating" activity necessary to allow for the tracking of books, materials and equipment for students with low incidence disabilities must come from funds other than those allocated under *EC 56836.22*.

The Low Incidence Program Consultant and the Clearinghouse for Specialized Media and Translations (CSMT) can assist and advise SELPAs or LEA's in reassigning surplus materials and equipment statewide or provide information regarding the disposal of unusable surplus items. If you have any questions or need assistance in this area, please contact:

Special Education Low Incidence Programs  
California Department of Education  
1430 N Street, Suite 2401, Sacramento, CA 95814  
Voice 916-322-3254  
TTY 916-445-4556  
Web page: <http://www.cde.ca.gov/sp/se/>

Clearinghouse for Specialized Media & Translations (CSMT)

California Department of Education

1430 N Street, Third Floor, Sacramento, CA 95814-2343

Voice/TTY: 916-445-5103

Web page: <http://www.cde.ca.gov/re/pn/sm/> E-mail: [csmt@cde.ca.gov](mailto:csmt@cde.ca.gov)

NOTE: Beginning in 2013-2014, Low Incidence Equipment and Low Incidence Services were blended interchangeably. There is no longer a separate grant reporting on Low Incidence Services.

## FREQUENTLY ASKED QUESTIONS

1. *May Low Incidence funding be spent in only one of the eligible low incidence disability areas even though all Low Incidence disability students generate income?*

Yes. Although the allocation is generated on a per student basis and must be expended on only students who have a Low Incidence disability, there is no requirement that income be spent proportionally on each of the various disability groups consistent with the funds generated. It is a local decision of the LEA or SELPA regarding how the available low incidence funds are spent as long as revenue for equipment, books and materials isn't commingled with specialized services funds.

2. *Is a SELPA or LEA required to use Low Incidence Funding to purchase prescription devices?*

The California State Board of Education has adopted CCR, Title 5, §3051.12(b)(3)(c), which states in part that "the school district shall not be required to purchase medical equipment for an individual student." Based on this regulation, the CDE has a long standing practice to encourage the purchase of prescription devices and medical equipment through other funding sources such as private medical insurance or Medi-Cal.

3. *If a student with a low incidence disability within our SELPA for whom we purchased books, materials and equipment with our low incidence funds moves to a different SELPA, are we required to send the books materials and equipment with the student to the new SELPA?*

No. EC §56836.22 (e) states in part that "it is the intent of the legislature that SELPAs share unused equipment, books and materials with neighboring SELPAs...." If the books, materials and equipment are still needed by other students with low incidence disabilities in your SELPA/County, there is no requirement to send it with the student who moved away. Providing these resources is the responsibility of the SELPA where the student now resides. If, however, books, materials and equipment purchased with low incidence funds are unused, SELPAs are encouraged to make arrangements with other SELPAs to share the unused equipment, books and materials. The CDE may be contacted for assistance in locating another SELPA that has need of the unused equipment, books or materials.

4. *We have students in our SELPA who have visual perception problems. Does this disability qualify as a visual impairment for low incidence funding?*

No. EC §56026.5 states "Low incidence disability" means a severe disabling condition with an expected incidence rate of less than one percent of the total statewide enrollment in kindergarten through grade twelve. For purposes of this definition, severe disabling conditions are hearing impairments, vision impairments, and severe orthopedic impairments, or any combination thereof. Vision impairments as defined by EC §56350 (c) do not include a pupil who is eligible for special education and related services based on a specific learning disability within the function of vision which results in visual perceptual or visual motor dysfunction identified pursuant to §56338.

5. *We have a student who is both severely emotionally disturbed and blind. Will we receive low incidence funding for this student?*

Visual Impairment is one of the severe disabling conditions defined by EC §56026.5 as a low incidence disability. The language "or any combination thereof" has been interpreted to mean a



student is eligible for Low Incidence funding if (s)he has at least one of the three severe disabling condition regardless of any other disabilities that may also be present. Therefore, a student who has multiple disabilities will generate Low Incidence funding as long as that student has been reported on the CASEMIS pupil count in either Disability 1 or Disability 2 as either hearing impaired, visually impaired or severely orthopedically impaired. Since students with low incidence disabilities may be reported in either the Disability 1 or Disability 2 category on the CASEMIS, first there is a count of disability 1 data. Then there is a count of disability 2 to capture those students with low incidence disabilities that were not reported in Disability 1. This ensures that the total count is an unduplicated count.

# **CHAPTER 14**

## **ADOPTED POLICIES AS PART OF LOCAL PLAN**

## **FEDERAL ASSURANCES ADMINISTRATIVE REGULATIONS**

- 14.1 Free and Appropriate Public Education
- 14.2 Full Educational Opportunity
- 14.3 Child Find
- 14.4 Individualized Education Program (IEP)
- 14.5 Least Restrictive Environment
- 14.6 Procedural Safeguards
- 14.7 Evaluation
- 14.8 Confidentiality
- 14.9 Part C, Transition
- 14.10 Local Compliance Assurances
- 14.11 Participation in Assessments
- 14.12 Suspension and Expulsion
- 14.13 Over-Identification and Disproportionality

## **SELPA POLICIES**

- 14.14 Parentally Placed Private Students
- 14.15 Maintenance Of Effort Policy
- 14.16 Reading Literacy Policy
- 14.17 Charter Schools
- 14.18 Inter-District Transfer
- 14.19 Program Transfers
- 14.20 SCCOE Special Education Housing Policy
- 14.21 Licensed Children's Institutions and Foster Family Homes
- 14.22 Program Compliance Monitoring and Support
- 14.23 Independent Educational Evaluation
- 14.24 Emergency Intervention Behavior Policy

FEDERAL ASSURANCE ADMINISTRATIVE REGULATION  
SPECIAL EDUCATION LOCAL PLAN

**FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

In order to ensure that a free, appropriate public education is available to all children with disabilities in the SELPA, the LEAs of the SELPA shall provide:

- for a combination of special education and related services as determined through each student's individual education program (IEP) development and review;
- that the unique needs of the student are met so that the individual benefits from access to educational opportunities, and
- that the student is prepared for employment and independent living.

FAPE means special education and related services that are provided at public expense, under public supervision and direction, and without charge; that meet the standards of the State of California and of federal law; that include preschool, elementary school, and secondary education; and are provided in conformity with the IEP.

FAPE shall be reasonably calculated to confer educational benefit to the student. It shall be the responsibility of each LEA to monitor such benefit for each student with a disability, through both the individual review and agency-wide process reviews. Evidence may include passing grades, advancement from grade to grade, improvement on state-wide assessments.

To determine whether an IEP is reasonably calculated to provide educational benefit, LEAs should ask:

1. Is the student's IEP individualized to meet the unique needs of the student?
2. Has the student been educated in the least restrictive environment (LRE)?
3. Have the student's educational services been provided in a collaborative and coordinated manner?
4. Has the student demonstrated positive academic and non-academic benefits?

Each LEA in the SELPA shall ensure that a student-focused and compliant process to develop IEPs for each child with a disability will be followed based on state and federal law and regulations. The SELPA shall support each LEA in its implementation through professional opportunities, technical assistance, support and monitoring.

FEDERAL ASSURANCE ADMINISTRATIVE REGULATION  
SPECIAL EDUCATION LOCAL PLAN

**FULL EDUCATIONAL OPPORTUNITY**

In order to insure that all students with disabilities have equal access to the variety of educational programs and services available to typically developing peers, including non-academic and extracurricular services and activities, each LEA shall implement non-discriminatory universal access to opportunities to all such services and activities available to typically developing peers.

Each LEA through the IEP process shall review the special education and related services provided to students to ensure adequate yearly progress is occurring. Adequate yearly progress can be addressed through a variety of data collection activities including but not limited to: state wide assessment, standards-based goals, curriculum assessments and portfolios. Per the Rowley Decision (1982), the Supreme Court decision indicated that federal law generates no additional requirement that the services provided be sufficient to maximize each child's potential commensurate with the opportunity provided other students and that the IEP development is reasonably calculated to enable the child to receive educational benefit.

The LEAs with the Santa Clara County SELPAs I, II, III, IV & VII will consider the four-part inclusion test outlined in the 9<sup>th</sup> Circuit Court of Appeals decision in *Holland v. Sacramento City Unified School District*:

1. The educational benefits available to the student in a general education classroom supplemented with appropriate aids and services, as compared with the educational benefits of a special education classroom;
2. The non-academic benefits of interaction with typically developing peers;
3. The effect of the student's presence on the teacher and other students in the classroom; and
4. The cost of including the student in the general education classroom.

Each LEA that contract with nonpublic, nonsectarian schools shall evaluate the placement of its students in each school on, at least, an annual basis as part of the annual review. The LEA representative shall review the *NPS/NPA Master Contract*, the *Individual Services Agreement*, and the IEP to ensure that all services agreed upon and specified in the IEP are provided. Nonpublic, nonsectarian schools are required by the Master Contract and the IEP to annually evaluate the students to determine if they are making appropriate educational progress. The LEA representative shall collaboratively review with the nonpublic, nonsectarian school the evaluations conducted by the nonpublic, nonsectarian school to ensure that they were appropriate and valid for measuring student progress. The LEA may choose to administer additional assessments as necessary, with

parent consent, to determine whether the student is making appropriate educational progress.

FEDERAL ASSURANCE ADMINISTRATIVE REGULATION  
SPECIAL EDUCATION LOCAL PLAN

**CHILD FIND**

The Special Education Local Planning Area (SELPA) and individual districts will actively and systematically seek out all individuals with disabilities including children with disabilities who are homeless, migrant or are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities and who are in need of special education and related services, are identified, located, and evaluated.

Child Find activities may include but not be limited to:

1. A comprehensive screening program, including health, vision, hearing, speech and language;
2. Distribution of written information, including brochures and pamphlets describing the referral procedure;
3. Public awareness campaign, including public service announcements;
4. Annual notices to local newspapers;
5. Consultation with representatives of private schools, including religious schools on how to carry out activities to identify children with suspected disabilities;
6. Coordination with preschools, Head Start and other childcare facilities;
7. Communication with hospitals, pediatricians, obstetricians and other health professionals;
8. Coordination with parent resource centers and support groups;
9. Presentations to local professional groups and organizations established to inform and/or to serve culturally diverse populations;
10. Coordination with activities of the SELPA Community Advisory Committee (CAC); and,

*(EC 56300, 56301, 52040; CFR 300.451)*

11. Coordination with school site procedures, including referrals from the school site student intervention teams (e.g. Student Study Teams, etc.).



FEDERAL ASSURANCE ADMINISTRATIVE REGULATION  
SPECIAL EDUCATION LOCAL PLAN

**IEP FORMS**

The LEAs within the Santa Clara County SELPAs I, II, III, IV & VII will use the adopted State SELPA Template Forms modified for use with the SIRAS IEP system.

The SELPA Office will develop and maintain an annual IEP Instruction Manual. The instructions will also be available online through support documents in the SIRAS system program. The SELPA Office will maintain the SIRAS System and provide technical assistance to the LEAs on its implementation.

FEDERAL ASSURANCE ADMINISTRATIVE REGULATION  
SPECIAL EDUCATION LOCAL PLAN

**LEAST RESTRICTIVE ENVIRONMENT**

Special education is an integral part of the total public education system and provides education in a manner that provides maximum interaction between students with disabilities and typically developing peers, in a manner appropriate to the needs of both. To the maximum extent appropriate, students with disabilities will be educated with their typically developing peers. Special classes, separate schooling, or other removal of students with disabilities from the general education environment occurs only when the nature or severity of the disability of a child is such that education in general education classes with the use of supplementary aids and services cannot be satisfactorily achieved. The four-part inclusion test (listed below) as outlined by the 9<sup>th</sup> Circuit Court of Appeals decision in *Holland v. Sacramento City Unified School District*:

1. The educational benefits available to the student in a general education classroom supplemented with appropriate aids and services, as compared with the educational benefits of a special education classroom;
2. The non-academic benefits of interaction with typically developing peers;
3. The effect of the student's presence on the teacher and other students in the classroom; and
4. The cost of including the student in the general education classroom.

Training on LRE and IEP responsibilities will be provided and are outlined the SELPA IEP Manual, *Writing IEPs for Educational Benefit*.

When size and scope factors prevent a LEA from directly providing a required service for a student with a disability, the service may be provided by the County Office of Education, or by another LEA as outlined in the SELPA Annual Service Plan.

In determining the appropriate LRE placement for students with disabilities, the IEP Team shall:

1. Determine if the student can be served in a general education classroom setting at the student's neighborhood school with supplemental aids and services. The IEP shall specify any needed supplemental aids and services.

2. Determine if the student can be served by the special education services provided at the student's neighborhood school campus. The IEP shall specify the extent to which the student will not be in the general education classroom setting and activities.

If the IEP Team determines the special education and related services at the student's neighborhood school campus are not appropriate to meet the needs as outlined by the IEP Team, the following shall be implemented:

1. Document why a different school site is necessary, including why education at the neighborhood school site with supplemental aids and services is not appropriate to meet the needs of the students.
2. For students being transitioned to the neighborhood school setting for all or part of the school day, specify the timeline for transition as well as the activities needed to support the transition.

The SELPA has a *SCCOE Special Education Housing Policy and Licensed Children's Institutions and Foster Family Homes* that address the importance of students' receiving special education and related services in the least restrictive environment. The Housing Policy describes the process used to place special education programs to locations on general education campuses and for appropriate distribution throughout the county.

The LEAs will continue to locate facilities and programs designed to serve students with severe disabilities on general education campuses to the extent that the needs of students, as determined by the IEP Team, can best be met within an instructional setting of a general education campus.

The IEP form contains a statement of:

- Supplemental aids and services that the student needs to ensure participation in general education.
- A statement that students will participate in a general education environment with typically developing peers unless the student's full time involvement and progress in general education is precluded by the nature and severity of the disability.

No student will be referred for special education unless the general education resources have been considered, utilized, and the documented accommodations and/or modifications have been made prior to referral for special education services.

FEDERAL ASSURANCE ADMINISTRATIVE REGULATION  
SPECIAL EDUCATION LOCAL PLAN

**PROCEDURAL SAFEGUARDS REQUIREMENTS**

Each LEA shall ensure that parents receive written notification of their procedural safeguards including their right to file a complaint or a due process hearing. A copy of the procedural safeguards shall be given to the parents, at a minimum:

1. Initial referral for evaluation
2. Once per year
3. Parental request for additional copy
4. Filing for due process hearing complaint or administrative complaint

The notice of procedural safeguards shall be in the primary language of parents upon request, unless to do so is not clearly feasible. The procedural safeguards shall be in a language easily understood by the general public.

The Santa Clara County SELPAs I, II, III, IV & VII shall use the State approved procedural safeguards.

FEDERAL ASSURANCE ADMINISTRATIVE REGULATION  
SPECIAL EDUCATION LOCAL PLAN

**EVALUATION**

Each LEA in the Santa Clara County SELPAs I, II, III, IV & VII shall complete all special education assessments within required timelines per federal and state laws and regulations. Each LEA in the SELPA shall complete or is required to complete triennial assessments with required timelines. Informal assessments may be conducted annually, as necessary, to provide the IEP Team sufficient information to review the student's progress and the appropriateness of services. Formal assessments shall require written parental consent on the SELPA *Assessment Plan* form.

Each LEA shall conduct a reassessment of each student with a disability if conditions warrant a reassessment, or if the student's parent or other school personnel requests a reassessment, but at least every three years. If a parent requests a reassessment, the LEA shall respond with 15 days.

The SELPA Office shall provide data from CASEMIS to the LEAs on identification of dates for assessments.

FEDERAL ASSURANCE ADMINISTRATIVE REGULATION  
SPECIAL EDUCATION LOCAL PLAN

**CONFIDENTIALITY**

Each LEA in the SELPA recognizes the importance of keeping accurate, comprehensive student records as required by law. Procedures for maintaining the confidentiality of student records shall be consistent with state and federal law.

Each LEA shall establish regulations governing the identification, description and security of student records, as well as timely access for authorized persons. These regulations shall ensure parental rights to review, inspect and copy student records and shall protect the student and the student's family from invasion of privacy.

Each LEA shall designate an employee to serve as custodian of records, with responsibility for student records at the district level. At each school, the principal or a designee shall act as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

FEDERAL ASSURANCE ADMINISTRATIVE REGULATION  
SPECIAL EDUCATION LOCAL PLAN

**PART C, TRANSITION**

The LEAs in SELPAs I, II, III, IV & VII will follow the procedures for Transition from Part C to Part B as delineated in Chapter 2, Section 2.10 of the *Procedural Handbook*.

FEDERAL ASSURANCE ADMINISTRATIVE REGULATION  
SPECIAL EDUCATION LOCAL PLAN

**LOCAL COMPLIANCE ASSURANCES**

It shall be the policy of the LEAs in the SELPA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the Individuals with Disabilities Education Act, Section 504 of Public Law and the provisions of the California Education Code, Part 30.



FEDERAL ASSURANCE ADMINISTRATIVE REGULATION  
SPECIAL EDUCATION LOCAL PLAN

**PARTICIPATION IN ASSESSMENTS**

The LEAs within the Santa Clara County SELPAs I, II, III, IV & VII are committed to all students having access to state and /or LEA assessments. Through the IEP process each student's strengths and weaknesses will be evaluated as to the content of the LEA and/or statewide assessment to determine appropriate means of access to the assessment(s).

The IEP Team shall determine how the student will participate in the California Assessment of Student Performance and Progress (CAASPP). The IEP Team determines if the student will participate in the general assessment without accommodations or with accommodations or if the student will take the California Alternate Assessment (CAA).

The CAASPP assessment currently covers English/Language Arts and Math. The California Standards Test (CST) for Science will be administered in grades 5, 8 and 10 until there is a CAASPP assessment to replace the CST. Likewise, the California Modified Assessment (CMA) will be available in Science to students with disabilities who meet the state guidelines. The California Alternate Performance Assessment (CAPA) will continue to be administered in Science in grades 5, 8 and 10 until there is a replacement.

When the California Modified Assessment (CMA) is available, the IEP Team can recommend this assessment.

1. Based on state guidelines, IEP Teams will determine whether the student will be assessed on modified or academic achievement standards.
2. IEP goals that based on grade-level content standards must be included in the IEPs of students who are assessed based on modified academic achievement standards.

IEP Teams need to continue to make a decision annually how the student will participate in CAASPP.

FEDERAL ASSURANCE ADMINISTRATIVE REGULATION  
SPECIAL EDUCATION LOCAL PLAN

**SUSPENSION/EXPULSION**

The LEAs in Santa Clara County SELPAs I, II, III, IV & VII will follow the Suspension and Expulsion Procedures as delineated in Chapter 9 of the *Procedural Handbook*.

FEDERAL ASSURANCE ADMINISTRATIVE REGULATION  
SPECIAL EDUCATION LOCAL PLAN

**OVER-IDENTIFICATION AND DISPROPORTIONALITY**

Regionalized services in the SELPA include review and analysis of LEA CASEMIS Data, including the collection and examination of data regarding the over/under representation of racially, ethnically, linguistically and culturally diverse students to determine whether an imbalance exists within the LEA.

Correction of these problems may be carried out through the following means:

1. Provision of training and technical assistance as necessary to clarify compliant practices with appropriate LEA staff;
2. Assistance with correction of non-compliant procedures or practices identified through state and local compliance complaint investigations;
3. Regular meeting with district superintendents/Operations Committees;
4. Individual consultation with LEA administrative staff.

In cases where the identified problem persists following implementation of such steps as outlined above, the LEA superintendent shall be notified regarding the issue.

**SANTA CLARA COUNTY SELPAs I, II, III, IV & VII  
SPECIAL EDUCATION LOCAL PLAN AREAS**

**CHILDREN WITH DISABILITIES ENROLLED IN PRIVATE SCHOOLS  
BY THEIR PARENTS**

**Policy**

The Child Find process in Santa Clara County SELPAs shall be designed to ensure equitable participation of parentally placed private school children with disabilities and an accurate count of such children. **It is also the policy of Santa Clara County SELPAs for Districts of the parent or guardian's Residence (“DOR”) to stand ready to offer a free appropriate education (“FAPE”) to identified students ages 3 to 21 if and when a parent/guardian requests development of an IEP.** Compliance with this policy and its procedures is intended to ensure evidence of compliance with all federal and state laws and regulations concerning children so identified.

**Procedures**

(For the purposes of this policy, “LEA” means district where the private school is located and “DOR” where the parent of the child resides.)

**A. Consultation**

LEA shall consult with private school representatives and representatives of parents during the design and development of special education and related services for parentally placed children in private schools, including regarding:

1. The child find process and how children suspected of having a disability can participate equitably, including how parents, teachers, and private school officials will be informed of the process.
2. The determination of the proportionate amount of Federal funds available to serve parentally placed private school children with disabilities including how the amount was calculated.
3. The consultation process will:
  - a) define how the process will operate throughout the year.
  - b) ensure that parentally placed private school children with disabilities can meaningfully participate in special education.
4. The LEA will consult regarding how, where, and by whom special education and related services will be provided including a discussion of:
  - a) direct services and alternate service delivery mechanisms.
  - b) how services will be apportioned if funds are insufficient to serve all children.
  - c) how and when these decisions will be made.
  - d) how the LEA will provide the private school officials a written explanation of the reasons why the LEA chose not to provide services directly or through a contractor if the LEA disagrees with the views of the private school officials regarding the provision or types of services.

**B. Child Find Requirements**

The LEA will conduct Child Find activities that will be:

1. conducted in a time period comparable to Child Find for public school children.
2. designed to ensure “equitable participation” of parentally placed children in private school and an accurate count.
3. designed to include activities similar to those activities undertaken for public school children.

*\*\*Costs for Child Find activities are not part of the proportionate share of federal funding.*

**C. Calculation of Proportionate Share of Federal Funding**

In calculating the proportionate share of federal funding, the LEA will:

1. consult in a timely and meaningful manner with representatives of private schools.
2. conduct a thorough and complete child find process to determine the number of parentally placed children with disabilities attending private schools located in the LEA.
3. Maintain, (and provide to CDE), records of the number of children evaluated, found eligible, and served.

**D. Written Affirmation Form Signed by Private School Representatives**

1. The LEA will obtain written affirmation signed by the representatives of the participating private schools.
2. If the private school officials do not provide such affirmation within a reasonable period of time, the LEA will forward the documentation to the CDE.

**E. Private School Officials Right to Complain**

A private school official will have the right to complain to the CDE that:

1. the LEA did not engage in consultation that was meaningful and timely, or
2. the LEA did not give due consideration to the view of the private school official.

If a complaint is filed:

1. The private school official will provide the CDE with a basis for the complaint.
2. The LEA must then forward the appropriate documentation to the CDE.
3. If dissatisfied with the decision of the CDE, the private school official may appeal to the USDOE.

**F. Initial Individualized Education Program (IEP) Team Meeting**

1. In cases in which the LEA locates/identifies a child suspected of being a child with a disability, upon identifying and locating such a child, the LEA shall conduct an initial assessment of the child as well as any SST meetings preceding assessment. Consistent with 34 CFR 300.622(b) (3), the LEA shall request of the parent written consent to an exchange of information between the LEA and the DOR (in cases where the LEA where the private school is located is not the DOR) The LEA and the DOR will further collaborate in regard to the initial meeting to address eligibility of the child for special education, and the development of an IEP and a services plan, as appropriate. This collaboration is intended to ensure that assessments and meetings take place in a timely

fashion, the LEA has the opportunity to offer a services plan, as appropriate, and that the DOR has the opportunity to develop an offer of FAPE *as appropriate*. Thus, the two agencies may decide to hold one meeting where representatives of both agencies are present to ensure compliance by each agency.

2. In cases where the DOR is located outside Santa Clara County, the LEA continues to be responsible for initial assessment. The LEA shall contact the DOR after receipt of written parental consent and invite the DOR to the eligibility IEP meeting. If the parent states that he/she intends to enroll in public school, the LEA will contact the DOR to convene an IEP meeting in order to develop the full offer of FAPE.
3. In cases in which a referral for assessment is made directly to the DOR (as opposed to the LEA), the DOR has the obligation to assess the child, assuming that assessment is appropriate/necessary. This duty to assess is in addition to/concurrent with any duty to assess on the part of the LEA.
4. If the parents of a private school child with a disability are clearly not interested in enrolling their child in public school, the LEA shall develop a services plan in accordance with this policy and federal and state laws and regulations. The DOR may elect not to develop an IEP and offer FAPE. However, in order to ensure that the parents' intentions are clear, the DOR shall request that the parents sign the following statement on the SELPA Form entitled "Certification of Parent's Decision Not to Enroll in Public School."

Parents of \_\_\_\_\_ hereby certify that we are not interested in enrolling our child, \_\_\_\_\_, in the district. We are not interested in the development of an IEP for our child, the district's offer of a free appropriate public education, and are only interested in a services plan from the LEA, the school district where the private school in which we are unilaterally placing our child is located. We have received the Santa Clara County SELPA Notice of Parents' Rights, and we understand the notice.

5. The DOR will develop an IEP and offer FAPE if the parent demonstrates the intent in writing to enroll the child in public school or if the parent is or appears uncertain of his/her course of action.
6. Pursuant to this policy, assistive technology or augmentative communication devices will not be transferred to private schools or purchased for students enrolled in private schools.
7. The LEA shall not provide transportation from the child's home to the private school. The LEA may provide transportation from the child's school or home to the service site other than the private school and/or from the service site to the private school or the child's home. The cost of transportation shall be included in calculating whether the LEA has spent a proportionate amount of funding on private school children with disabilities.

#### **G. IEP Meetings after the Initial IEP Team Meeting**

1. All children with disabilities eligible for special education who reside in the DOR are entitled to receive an offer of FAPE from the DOR if the child's parents forward a request to the DOR, in writing, requesting development of an IEP. The DOR has no obligation to develop an IEP for a private school child absent such a request.
2. The LEA will review the Services Plan annually and conduct a triennial assessment for students on Services Plans. The LEA will consult with the DOR prior to the triennial evaluation.
3. Unless paragraph G (4) below applies, the parents shall be requested to send the document referred to in G (1) back to the DOR and indicate their agreement with one of the following statements:

- a) I understand that the DOR continues to offer my child a free appropriate public education (including appropriate special education and related services) if he/she is enrolled in public school. I continue to unilaterally place my child in a private school; and:

I would like my child to continue to receive services pursuant to his/her services plan. I am not interested in enrolling my child in public school. (In this case, the DOR will forward within 3 business days a copy of this document to the LEA)

OR

- b) I am interested in enrolling my child in public school. I would like to schedule an IEP team meeting for my child. Please call me at: [parent inserts phone number] in order to schedule the IEP meeting.
4. Notwithstanding paragraphs G (1) and (2) above, the DOR shall convene an IEP team meeting at least every three years in order to determine continuing eligibility for special education.

## H. Dispute Resolution

1. Pursuant to federal regulations, parents are not entitled to a due process hearing involving disputes over the contents of the services plans, their quality, or their implementation. A parent's right to seek a due process hearing is limited to the issue of the LEA's failure to identify, locate, and assess a privately placed student.
2. Disputes regarding this policy and procedures may be resolved pursuant to local uniform complaint policies and procedures, and/or by filing a complaint with the California Department of Education pursuant to Title 5 of the California Code of Regulations Section 4600 et seq.
3. No parentally placed private school child with a disability has an individual right to receive some or all of the special education and related services that he/she would receive if enrolled in a public school.

Approved by Executive Council:

SELPA I	2/13/06	10/19/06	1/24/08	5/22/08	06/19/12	01/19/23
SELPA II	2/17/06	10/20/06	1/25/08	5/23/08	06/19/12	01/20/23
SELPA III	2/09/06	10/12/06	1/08/08	5/22/08	06/19/12	01/19/23
SELPA IV	2/16/06	10/16/06	1/14/08	5/19/08	06/20/12	01/20/23
SELPA VII	2/16/06	10/16/06	1/14/08	5/19/08	06/20/12	01/18/23

Santa Clara County  Office of Education

SPECIAL EDUCATION LOCAL PLAN AREA  
Santa Clara County SELPAs I, II, III, IV & VII

MAINTENANCE OF EFFORT (MOE) POLICY

SELPAs I, II, III, IV, & VII shall comply with the federal Maintenance of Effort (MOE) requirement that federal IDEA funds shall only be used to supplement and not to supplant state and local funding for special education services. Reference: Title 34 Code of Federal Regulations (CFR) Sections 300.231-300.233

Compliance shall be determined and reported twice a year: In October, comparing Budget for Special Education with Actual Expenditures from the previous year, and in December, comparing Actual Expenditures from the previous year with Actual Expenditures the year prior to that. SELPAs and LEAs must pass at least one of the following tests in the October Budget to Actuals determination and at least one of the tests in the December Actual to Actual determination, in order to receive and keep Federal IDEA Part B Funding:

October – Budget to Actual determination:

Section 1: Exempt reduction under 34 CFR Section 300.204 - SELPA or LEA is allowed to reduce Budgeted Expenditures from state and/or local resources by the following exceptions:

1. The voluntary departure or departure for just cause, of special education or related service personnel, who are replaced by qualified, lower salaried staff.
2. A decrease in the enrollment of children with disabilities.
3. The termination of the obligation of the agency to provide a program of special education to a particular child with disabilities that is an exceptionally costly program because the child:
  - a. has left the jurisdiction of the agency
  - b. has reached the age at which the obligation of the agency to provide FAPE to the child has terminated: or
  - c. no longer needs the program of special education
4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
5. The assumption of cost by the high cost fund operated by the SELPA under 34 CFR Section 300.704(c)



Section 2: SELPA or LEA is allowed to reduce budgeted state and /or local expenditures by 50% of the increase in Federal IDEA Part B funds from prior year to current year. If the LEA exercises this authority, the LEA shall use an amount of local funds equal to the reduction in expenditures to carry out activities authorized under the Elementary and Secondary Education Act of 1965. (HR 1350 Sec. 613(2) (C) (i) & (ii). Also the allowable amount of Part B Funds used for early intervening services (up to 15%) will count toward the 50%. IMPORTANT: Only LEAs that have a “meets requirement” compliance determination and that are not found significantly Disproportionate for both the current year and principle year are eligible to use this option to reduce their MOE requirement. IDEA Section 613(a)(2)(c) 34 CFR Section 300.205

Section 3: Budgeted Expenditures for Special Education from State and/or Local Funds is greater than Actual Expenditures for Special Education from State and/or Local Funds the previous year, either in total, or per pupil.

### Budget to Actual Report

Using the CDE state software Special Education Maintenance of Effort (Budget) SEMB

1. LEAs submit LEA reports to SELPA AU office by September deadline each year.
2. SELPA AU will compile the LEA reports into a SELPA level report and submit that report to the CDE by the October deadline.
  - A. If the SELPA passes the SEMB test, Federal IDEA Part B funds will flow to the SELPA in the current year. The SELPA AU will determine individual LEA eligibility to receive Federal IDEA funds.
    - (1) If all LEAs within the SELPA meet the MOE requirements, all LEAs will receive Federal IDEA Part B funds in the current year, allocated based on prior year December Pupil Count.
    - (2) If a LEA fails Budget to Actual Comparison and has not rectified the problem by the last day in February, its proportionate share of the federal funds shall be re-distributed within the SELPA in a manner that would not create a failure of MOE on the part of any LEA receiving such funds. An Executive Council Meeting will be convened to determine the redistribution of the IDEA Part B funds.
  - B. If the SELPA fails to pass the SEMB software test, no Federal IDEA funds will flow to the SELPA in the current year.

December – Actual to Actual determination:

The same three tests as above, only prior year Actual Expenditures and prior, prior year Actual Expenditures are compared.

Actual to Actual Report

Using the CDE state software Special Education Maintenance of Effort (Actuals) SEMA

1. LEAs report to SELPA AU office by November deadline of each year.
2. SELPA AU will compile LEA reports into a SELPA level report and submit that report to the CDE by the December deadline.
  - A. If the SELPA passes the SEMA test, Federal IDEA Part B funds received the previous year will not need to be returned to the state. The SELPA AU will determine LEA eligibility to keep Federal Part B IDEA funds received in the previous year.
    - (1) If all LEAs within the SELPA meet the MOE requirements at the LEA level, all LEAs will keep Federal IDEA Part B funds received in the previous year.
    - (2) If the SELPA as whole passes the Actual to Actual Comparison but one or more of the individual LEAs fail to spend from state and/or local funds to maintain their effort, the SELPA will recapture the amount that the LEA failed to spend from state and/or local funds to maintain the required level of effort. The amount recaptured will be distributed to the LEAs, which passed the Actuals to Actuals Comparison in such a manner that it would not create a failure to maintain effort on the part of any LEA receiving such funds. An Executive Council Meeting will be convened to determine the redistribution of the recaptured IDEA Part B funds.
  - B. If the SELPA fails to pass the Actuals to Actuals Comparison the amount that the SELPA is short of meeting the requirement, will be recaptured by the CDE. Those LEAs which failed to meet the MOE requirements in the Actuals to Actuals test will be responsible for the loss. The amount recovered by the CDE will be deducted from the revenue received by those LEAs.

Approved	SELPA I	10/20/05	SELPA I	01/19/2012
	SELPA II	10/21/05	SELPA II	01/20/2012
	SELPA III	10/20/05	SELPA III	01/19/2012
	SELPA IV	10/27/05	SELPA IV	01/18/2012
	SELPA VII	10/26/05	SELPA VII	01/18/2012

SPECIAL EDUCATION LOCAL PLAN AREA  
Santa Clara County SELPAs I, II, III, IV & VII

### READING LITERACY POLICY

SELPAs I, II, III, IV & VII in Santa Clara County shall ensure that all students with disabilities as determined appropriate through the Individualized Educational Program Team process, will participate in the California Reading Initiative in the development of reading literacy in all instructional programs using a variety of approaches including the following:

- Reading literacy goals will be addressed and documented in each student's IEP, as appropriate, to meet the educational needs of each student with disabilities.
- Participate in special education staff development including training regarding the California Reading Initiative, current literacy and learning research.
- Collaboration between special education and general education including coordination training in the core curriculum reading program.
- State adopted standards and frameworks are utilized in special education programs to increase participation of students with disabilities in Statewide Assessments and utilization of research based on strategies for teaching reading to diverse learners.
- Students with disabilities have access to all required core curriculum as appropriate, as well as instructional materials and supports.

## **SANTA CLARA COUNTY SELPAS I, II, III, IV, & VII**

### **CHARTER SCHOOLS POLICY**

#### **PURPOSE AND SCOPE**

This policy applies to Charter Schools that are chartered by educational entities that are members of the Santa Clara County SELPAs I, II, III, IV & VII and to any charter school that seeks to become a member of one of the Santa Clara County SELPAs as a LEA, regardless of the chartering entity. This policy also applies to any Charter School petition granted by the State Board of Education (SBE) in which oversight responsibilities have been assigned to a member entity; however, this policy shall not apply to any Charter School which was converted from a public school to a Charter School, or that was initiated by a School District or a charter that is accepted as a Local Education Agency (LEA) in another SELPA outside of Santa Clara County. This same policy has been adopted by the Southeast Consortium for Special Education in Santa Clara County, thus offering continuity across the county.

Students enrolled in Charter Schools are entitled to special education services provided in a manner similar to students enrolled in other public schools. Charter Schools must comply with all requirements of State and Federal law regarding the provision of special education services (EC 56000 et seq. and the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. Chapter 33)). Children with disabilities enrolled in Charter Schools, and their parents, shall retain all rights under the IDEA.

#### **INTRODUCTION**

Special education and related services shall be provided to all eligible individuals within the jurisdiction of Santa Clara County SELPAs I, II, III, IV & VII in accordance with each SELPA's Local Plan. Students enrolled in Charter Schools, operating within SELPAs I, II, III, IV & VII shall receive special educational and related services in a manner similar to other students. No governing board shall grant a charter unless the charter includes assurances that special education instruction and/or services shall be provided to all eligible students with disabilities enrolled in the Charter School in accordance with the SELPA Local Plan. A LEA reviewing the petition for the establishment or renewal of a Charter School may not refuse to grant the petition because the charter school might enroll students with disabilities who reside in a SELPA other than the one in which the LEA is a member.

Funding for special education services, participation in the governance structure and responsibility for provision of services shall be based on the categorization of the individual Charter School as either operating as a public school of its chartering entity or functioning as a LEA. Schools chartered by a LEA shall negotiate their charter and MOU with the school district from which they are seeking the charter. Charter schools may also elect to be deemed a Local Education Agency (LEA) by providing verifiable written assurances that the Charter School will participate as a LEA in a SELPA for purposes of the provision of special education services.

Charter Schools that are deemed LEAs for special education purposes will only be admitted as a member of a SELPA if the Charter School has provided all assurances required by this policy and law and the admission is approved by a majority vote of the Executive Council of Superintendents of that SELPA. In compliance with State law the respective SELPA will treat the review and approval of a Charter School's request to be a LEA in the same manner as a request from another school district to join the SELPA.

### **SELPA INVOLVEMENT**

Prior to the approval of a new charter or renewal of an existing charter or MOU, the Superintendent or designee of the chartering entity shall consult with the SELPA Director regarding the provision of special education services to students enrolled by the Charter School. The petitioner must provide adequate assurances that all eligible students enrolled in the Charter School will receive appropriate special education services in accordance with the Local Plan and law. The charter must provide assurances that no student will be denied enrollment in the Charter School due to a disability. The SELPA will be available to provide consultation on the potential fiscal impact and benefit that may be associated with granting the requested charter.

An approved charter must delineate the entity responsible for providing special education instruction and services, any anticipated transfer of special education funds between the granting entity and the Charter School and any provisions for sharing deficits in funding. These provisions may be included in a Memorandum of Understanding.

### **CATEGORIES OF CHARTER SCHOOLS**

For the purposes of provision of special education services, Charter Schools may be deemed either a public school within the chartering district/county office or a Local Education Agency (LEA). A Charter School shall be deemed a public school within a chartering district/county office unless the Charter School provides written verifiable assurances that the Charter School will participate as a LEA in a SELPA approved by the State Board of Education (Note – EC 47642 clarifies that the Charter School will only receive special education funding through the SELPA Budget Allocation Plan.)

### **PUBLIC SCHOOL WITHIN A DISTRICT**

Charter Schools that are deemed to be public schools within a district will participate in the State and Federal funding in the same manner as other schools within the chartering district. The chartering district will be responsible for ensuring that all children with disabilities enrolled in the Charter School receive special education and related services in a manner that is consistent with their individualized education programs and all applicable provisions of State and Federal law. The District will determine the policies and procedures necessary to ensure that the protections of special education law extend to students in the Charter School.

The chartering district will receive and appropriately distribute all applicable special education funds, as outlined in the SELPA Budget Allocation Plan. The chartering district will represent the needs of students with disabilities attending Charter Schools in the same manner as it does for its other schools. The chartering district will be responsible for ensuring that all eligible students

are appropriately served. The chartering district and/or Charter School may contract for special education services with other public or private educational entities. When a student lives outside the boundaries of the chartering district, the district in which the child lives will have no responsibility to provide services or pay excess costs.

The chartering district and Charter School may enter into agreements/MOUs whereby the Charter School is billed for excess costs associated with providing special education services to identified students, including the administration of special education programs. The Charter School may also be held fiscally responsible through agreements/MOUs for a fair share of any encroachment on the chartering district's general fund that is created by the provision of special education services throughout the district.

### **PUBLIC SCHOOL WITHIN THE COUNTY OFFICE**

Charter Schools that are deemed to be public schools within the Santa Clara County Office of Education (SCCOE) will participate in the State and Federal special education funding in the following manner: (1) the SELPA where the charter school is located will distribute special education funding to the SCCOE pursuant to the SELPA Budget Allocation Plan; (2) the SCCOE will use these funds to fund the actual cost of special education services provided by the Charter School up to the total amount generated; (3) any unused funds will be returned to the SELPAs in the same proportion in which they were received. The SCCOE will be responsible for ensuring that all children with disabilities enrolled in the Charter School receive special education and related services in a manner that is consistent with all applicable provisions of State and Federal law. The SCCOE will determine the policies and procedures necessary to ensure that the protections of special education law extend to students in the Charter School.

The SCCOE will receive and appropriately distribute all applicable special education funds, as outlined above. The SCCOE will represent the needs of students with disabilities attending Charter Schools in the same manner as it does for its other programs. The SCCOE will be responsible for ensuring that all eligible students are appropriately served. The SCCOE and/or the Charter School may contract for these services with public or private educational entities. When a student lives outside the boundaries of the SCCOE, the district in which the child lives will have no responsibility to provide services or pay excess costs.

The SCCOE and the Charter School may enter into agreements/MOUs whereby the Charter School is billed for excess costs, based on the SELPA-wide average rate of local support per ADA, associated with the provision of special education services to identified students, including the administration of special education programs.

### **CHARTER SCHOOL AS AN LEA WITHIN THE SELPA**

A Charter School may apply to become a LEA for the provision of special education services. Application must be made to the respective SELPA by February first of the school year preceding the school year in which the Charter School anticipates operating as a LEA within the SELPA. The Executive Council of Superintendents will determine whether the Charter School has provided the requisite assurances.

The Charter School seeking to become a LEA must provide written, verifiable assurances of its capacity to, among other things:

- Meet the terms of the Local Plan and State and Federal Law regarding: identification, referral evaluation, placement and the provision of a free, appropriate public education (FAPE) in the least restrictive environment (LRE) to special education students.
- Provide adequate staffing to meet Federal and State mandates.
- Agree that the Charter School will use SELPA approved forms and provide requested data in a timely manner.
- Meet the terms of the Local Plan regarding Procedural Safeguards. Meet the terms of the Local Plan regarding Regionalized Services.
- Meet the terms of the Local Plan regarding Hospitals, Licensed Children’s Institutions, and Juvenile Court/Community Schools.
- Meet the terms of the Local Plan regarding costs of Programs and Services, including Transportation.
- Meet the needs of all enrolled students eligible for special education services.
- Comply with all applicable federal and state laws.

Once deemed a LEA, the Charter School, like all other members of the SELPA, will be responsible for and entitled to the following:

- Participate in the governance of the SELPA in the same manner as other districts within the SELPA.
- Participate in and receive regionalized services in the same manner as other districts in the SELPA.
- Receive State and Federal funding for special education in the same manner as other districts within the SELPA.
- Be responsible for all costs incurred in the provision of special education services. These costs may include, but are not limited to, instruction, transportation, County Office special education placements, non-public school/agency placements, residential placements, inter/intra SELPA placements, due process proceedings, complaints and attorney fees.
- Document that all State and Federal special education funds apportioned to the Charter School are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. Such funds shall be used to supplement and not supplant other sources of Federal, State and local funds apportioned to Charter Schools.

Issues requiring conflict resolution related to governance and administration will be reviewed by the SELPA Director of Special Education Operations Committee and referred to the Executive Council of Superintendents, if necessary.

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Approved by Executive Council:

SELPA I	5/17/2007	02/14/13
SELPA II	5/18/2007	02/15/13
SELPA III	5/17/2007	02/27/13
SELPA IV	5/23/2007	02/13/13
SELPA VII	5/21/2007	02/13/13

## SPECIAL EDUCATION INTER-DISTRICT TRANSFER PROCEDURE

### 1. INTRODUCTION

As part of the Special Education Local Plan Areas I's, II's, III's, IV's, and VII's efforts to coordinate the provision of a full continuum of special education and related services options, and as a means of ensuring that students with disabilities receive a free and appropriate public education (FAPE) in the least restrictive environment, districts may enter into agreements whereby students can be placed in other district special education programs where the IEP team deems it appropriate ("IEP Team referrals"). In addition, students receiving special education services may seek to attend school in a district other than their district of residence via a parent request ("inter-district transfers"). A uniform method of handling these IEP Team referrals and inter-district transfers among member districts will promote a fast, efficient and fair functioning of the inter-district school attendance system in Santa Clara County; which benefit will accrue to the affected students.

It is the intent of the parties to this policy that students with disabilities are treated in a manner equal to their non-disabled peers in the administration of special education referrals and related inter-district attendance agreements.

### 2. DEFINITION OF TERMS

2.1 District of Attendance: The District to which a transfer is sought ("DOA").

2.2 District of Residence: The District of the Parent(s) residence ("DOR").

2.3 Parent: The student's parent(s) or legal guardian(s).

3. TRANSFER OF PUPILS UNDER THE PROVISIONS OF EDUCATION CODE SECTION 46600 (i.e., inter-district attendance at parents request for reasons other than employment).

### 3.1 PROCEDURE

3.1.1 All requests for transfer shall first be approved by the DOR which also constitutes approval of the payment of costs required to be paid to the DOA under this policy.



3.1.2 All approved requests for transfer shall be submitted to potential DOA's representative for consideration on the basis of available classroom space and other non-arbitrary criteria determined by the DOA.

3.1.3 School assignment for accepted transfers shall be designated by the DOA's representative on the basis of available classroom space and other criteria determined by the DOA.

### 3.2 ACCEPTANCE/DENIAL CONSIDERATIONS

3.2.1 Nothing in these procedures requires a district to admit a student under an inter-district transfer. However, denial of an inter-district transfer request cannot be based upon race, ethnicity, sex, disability, parental income, scholastic achievement or other arbitrary consideration. Non-arbitrary considerations, such as class/program space or availability, are proper considerations for the acceptance/denial decision.

3.2.2. A pupil who has been determined by personnel of either the DOR or DOA to have been the victim of an act of bullying, as defined in subdivision (r) of Section 48900, committed by a pupil of the DOR shall, at the request of the person having legal custody of the pupil, be given priority for interdistrict attendance.

### 3.3 DURATION/RENEWAL

3.3.1 Transfers under this Section are for a maximum duration of one year, and parents of students seeking such an inter-district transfer must reapply each year for the requested transfer. However, a DOR or a DOA shall not rescind existing transfer permits for pupils entering grade 11 or 12 in the subsequent school year after June 30 following completion of the student's 10<sup>th</sup> grade year.

3.3.2 Individual transfer agreements may stipulate terms and conditions established by the DOR and DOA under which the permit may be revoked, in compliance with law.

### 3.4 INTER-DISTRICT RESPONSIBILITIES

3.4.1 Except as enumerated in Education Code §46607, the DOA shall receive credit for the average daily attendance of students transferred to it under this section.

3.4.2 All costs for special education students, (over and above ADA), shall be the responsibility of the DOR, and the DOA shall bill the DOR pursuant to the SELPA Cost Calculation Formula.

3.4.3 Any and all costs for special education initial assessment of a student not previously identified as a student with a disability under the IDEA, 20 U.S.C.

§1400 et seq., required by the student shall be the primary responsibility of the DOA.

- 3.4.4 The DOR shall be notified with regard to any assessment of the student, and shall be notified of the connected IEP team meeting in a timely manner.
- 3.4.5 If a student is deemed eligible and in need of special education and related services, the DOA will provide special education and related services for the remainder of the school year. The DOA will bill the DOR for services provided pursuant to the SELPA Cost Calculation Formula. Any decision, initial or otherwise, to place in a non-public school or other out of DOA placement such as COE shall include and be approved by the DOR, and any resulting such placement shall be the responsibility of the DOR from the date of the placement.
- 3.4.6 The DOR should be notified of all IEP meetings held for a special education student. The DOR should be invited to such IEP meetings if the IEP involves the DOR (ex., possible placement in an out-of-district program, addition of significant services, potential/imminent return to DOR, etc.)
- 3.5 DENIAL NOTIFICATION
- 3.5.1 Upon denial of an inter-district transfer request, the student shall have appeal rights pursuant to Education Code §46601. Student should be informed of these appeal rights.
4. TRANSFER OF PUPILS UNDER THE PROVISIONS OF EDUCATION CODE SECTION 48204 (i.e., inter-district attendance based upon employment-related reasons).
- 4.1 PROCEDURE
- 4.1.1 The student's parent must provide acceptable verification of employment within the boundaries of the potential DOA. Employment must be for a minimum of 10 hours during the school week.
- 4.1.2 All requests for transfer shall first be approved by the DOR.
- 4.1.3 All approved by the DOR, requests for transfer shall be submitted to the potential DOA's director of special education for review and action.
- 4.1.4 If the transfer is approved by the DOA, school assignment shall be designated by the DOA's representative on the basis of available classroom space and other criteria determined by the DOA.
- 4.1.5 The parents of a student accepted for transfer under this section must immediately notify the DOR and DOA administrators in the event of the

termination of his/her employment within the boundaries of the DOA. This shall result in the expiration of any transfer agreement. The parent may request continuance of the attendance in the DOA on an Education Code §46600 basis for the remainder of the current school year.

#### 4.2 ACCEPTANCE/DENIAL CONSIDERATIONS

- 4.2.1 Nothing in these procedures requires a district to admit a student claiming residence based upon parental employment to its schools. The district may not, however, refuse to admit students based upon race, ethnicity, sex, disability, parental income, scholastic achievement or other arbitrary consideration.
- 4.2.2 A request may be denied based upon inadequate employment verification.
- 4.2.3 A request may be denied based upon inadequate classroom space.
- 4.2.4 Either the DOA or the DOR may prohibit the transfer if the governing board determines that the transfer would negatively impact the district's court-ordered or voluntary desegregation plan.
- 4.2.5 The DOA may prohibit the transfer if there is a determination that the cost of educating the pupil would exceed the amount of additional state aid received as a result of the transfer.
- 4.2.6 The DOR may prohibit the transfer if the transfer would exceed specified percentages of average daily attendance for the district as enumerated in Education Code §48204(b)(6).

#### 4.3 DURATION/RENEWAL

- 4.3.1 The decision to admit a student pursuant to this section is a matter of discretion, as enumerated above. However, if a transfer pursuant to this section is granted, the student is deemed a resident of the DOA. Consequently, so long as a parent remains employed in the DOA, the student has the right, should he/she so desire, without reapplication, to attend school in the DOA through the twelfth grade.

#### 4.4 INTER-DISTRICT RESPONSIBILITIES

- 4.4.1 Except as enumerated in Education Code §46607, the DOA shall receive credit for the average daily attendance of students transferred to it under this section.
- 4.4.2 Any and all costs for special education services required by the student during the duration of the transfer shall be the responsibility of the DOA, which is also deemed the DOR.

## 4.5 DENIAL NOTIFICATION

4.5.1 The District that prohibits the transfer of a student under this section is encouraged to identify, and communicate in writing to the student's parents, the specific reasons for that determination.

Approved:

SELPA I	10/20/05	10/21/10	06/19/12	02/11/16	06/18/20
SELPA II	10/21/05	10/29/10	06/19/12	02/13/15	06/19/20
SELPA III	10/20/05	10/21/10	06/19/12	02/12/15	06/18/20
SELPA IV	10/27/05	10/20/10	06/20/12	02/13/15	06/19/20
SELPA VII	10/26/05	10/20/10	06/20/12	02/11/15	06/17/20

**SANTA CLARA COUNTY SELPAs I, II, III, IV & VII**  
**SPECIAL EDUCATION LOCAL PLAN AREAS**  
**10500-STUDENTS**

## PROGRAM TRANSFER POLICY

Policy 10506

According to Education Code Section 56207, special education programs may be transferred from the Santa Clara County Office of Education (SCCOE) to school districts, from school districts to the SCCOE and from one school district to another.

I. Definition of a Formal Program Transfer

A program change is presumptively considered a program transfer if either A or B is met:

A. Transfer of Students from a Single Class

- 1) The proposed change involves the movement of students from one service provider LEA to another when the LEA is expanding their service to replicate a program;
- 2) The change involves the movement of funding locally from one service provider LEA to another; and
- 3) The change involves one or more employees who would be affected by the provisions of Education Code Section 44903.7. (Section 44903.7 establishes the right of certificated employees to retain employment if their assignment moves to another LEA.

B. Transfer of Students from Multiple Classes

The transfer of students from several classes combined to form an intact, identifiable class or an itinerant caseload which involves one or more employees who would be affected by the provisions of Education Code Section 44903.7.

If one or more employees will be laid off due to a program transfer of students from multiple classes, the employment rights specified in Section X(A)(1) shall be offered to employees based upon seniority.

II. Time Lines and Approval Process

The timeline for submitting and processing transfer requests will vary depending on whether the LEA is requesting regular or fast track. Regular track requests will not take effect before the first day of the second fiscal year following the year in which the request is filed with the SELPA (*e.g.*, a request made in September 2008, if approved, would take effect on July 1, 2010). Fast track requests may take place as early as the first day of the first fiscal year following the year in

which the request is filed (*e.g.*, a request made in September 2008, if approved, would take effect on July 1, 2009).

### Regular Track Timeline

For a regular track transfer, the proposed receiving LEA (*i.e.*, the LEA that will provide the service) shall submit a letter to the proposed sending LEA (*i.e.*, the LEA that will no longer provide services) and SELPA AU by June 30.

### Fast Track Timeline

For a fast track transfer, the proposed receiving LEA shall submit a letter to the proposed sending LEA and the SELPA AU prior to **October 1**

If the LEA decides not take back a program they must notify the provider LEA by February 15<sup>th</sup>.

### III. Transfer Guidelines

Prior to transferring special education programs from one LEA to another, the receiving LEA will implement the plan described in the preceding section. The plan will address all of the following (Reference E.C. Section 56207):

- A. Pupil needs
- B. The availability of a full continuum of services to affected pupils
- C. The functional continuation of the current IEPs of all affected pupils
- D. The provision of services in the least restrictive environment from which affected pupils can benefit
- E. The maintenance of all appropriate services
- F. The assurance that there will be compliance with all federal and state laws and regulations and special education local plan areas policies
- G. The means through which parents and staff were represented in the planning process.

### IV. Funding

SELPA member districts will be informed in a timely manner of any fiscal implications of the resulting program transfer.

### V. Facilities

Transfer of facilities, when appropriate, will be negotiated on a case-by-case basis by the sending and receiving LEA.

VI. Materials and Equipment

Materials and equipment will remain with the sending LEA unless otherwise agreed upon by the sending and receiving LEA. Any material or equipment purchased with Low Incidence funds is the property of the CDE and will remain with the student.

VII. Student Records

When the transfer of a program is completed the sending and receiving LEA will develop a plan for the transfer of all student records to the receiving LEA.

VII. Disputes

Whenever there is a dispute within the SELPA over the transfer of special education programs as described above, the involved LEA will follow the dispute resolution procedures described in the governance section of the SELPA local plan.

IX. Certificated/Classified Employee Transfers

Employee's rights when transferred, terminated, or reassigned as a result of a program transfer:

A. Procedures

When a program is being transferred from one LEA to another, the receiving LEA will observe the following procedures:

- 1) The position will be offered to the person who is currently assigned to the program being transferred, provided in the case of a certificated employee that s/he is credentialed to hold that position.
- 2) This offer must be accepted or declined by *March 1<sup>st</sup>*. If the employee chooses to accept the position in the receiving LEA, then the governing board of the receiving LEA shall, at its first Board meeting in March, approve an offer of employment effective July 1st. The employee shall then tender his or her resignation with the sending LEA no later than March 1<sup>st</sup> to be effective June 30<sup>th</sup>.

B. Seniority for transferred or reassigned employees:

If an employee accepts employment with the receiving LEA, such employee shall retain the same seniority date and classification that the employee held with the sending LEA.

C. Layoff by Receiving LEA:

- 1) **Certificated Employees:** In the event of a layoff by the receiving LEA subsequent to a reassignment or transfer, the transferred or reassigned certificated employee shall retain the right, for 24 months for probationary certificated employees and 39 months for permanent certificated employees, in being informed and filling vacant positions in special education for which the employee is certificated and was employed in any other county office or LEA that provides the same type of special education program and services for the pupils previously served by the terminated employee.
- 2) **Classified Employees:** In the event of a layoff by the receiving LEA subsequent to reassignment or transfer, a transferred or reassigned classified employee shall have first priority, for 24 months for probationary classified employees and 39 months for permanent classified employees, in being informed of and filling vacant positions for which the classified employee is qualified or was employed in the county office or LEA that operates the reorganized special education program.

D. Salary placement:

Transferred or reassigned employees shall receive credit for each year of service at the sending LEA for purposes of placement on salary schedule in the receiving LEA.

E. Rights after Assignment or Transfer

- 1) **Certificated Employees:** Subsequent to the assignment or transfer of any certificated employee, that employee shall, for a 24 month period, have priority in being informed of and in filling certificated positions in special education in the areas in which the employee is certificated within the LEA or county office by which the certificated employee is then currently employed.
- 2) **Classified Employees:** A classified employee who is reassigned or transferred has priority, for a 24 month period, in being informed of and in filling classified positions in the classification in which the employee was employed before the reassignment or transfer.

X. Disputes

If the sending or receiving LEAs disagree with a proposed transfer, the matter shall be resolved pursuant to the SELPA Dispute Resolution Policy.



*Legal Reference:*

Education Codes

56207, 44903.7

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**Date Approved by the Executive Council**

SELPA I: 5/19/2005

SELPA II: 5/27/2005

SELPA III: 6/16/2005

SELPA IV: 5/26/2005

SELPA VII: 5/26/2005

**Date Revisions Approved by the Executive Councils**

SELPA I: 5/22/08

SELPA II: 5/23/08

SELPA III: 5/22/08

SELPA IV: 5/19/08

SELPA VII: 5/19/08



## **SANTA CLARA COUNTY SELPAs**

### **SCCOE SPECIAL EDUCATION HOUSING POLICY**

This policy covers housing for programs operated by the SCCOE Special Education Department on district operated sites. The policy shall apply to programs operated by SCCOE for three (3) to twenty-two (22) year old students and does not pertain to Regional Programs operated by districts. The policy shall remain in effect unless modified and approved by all SELPA Executive Councils in Santa Clara County.

#### **I. INTRODUCTION**

The districts of the Santa Clara County SELPAs are committed to the provision of special education services to all students with disabilities in the least restrictive environment as required by State and Federal law. It is the districts' obligation to assure that when it is not possible for students with disabilities to be educated in their home schools, they receive the services specified in their IEPs in classrooms located as close to their homes as possible. This goal is intended to fulfill the SELPA's purpose that the students and staff be included to the greatest extent possible as a part of the school community. To fulfill this commitment, the districts shall provide classroom space for all special education students in Santa Clara County.

Each school district accepts the ultimate responsibility for providing classroom facilities, or the financial resources to provide classroom facilities, for the special education students residing within its boundaries. A district may join with other districts in its area to provide classroom space or the financial support to house their students. The classroom needs of all students, both general and special education must be considered in all decisions regarding the allocation of classroom space. There may be times when a school district offers classroom space, which is not utilized by SCCOE (see page 2, item #7).

Maximum effort will be made to avoid the over representation of special education classes on an individual school site. In addition, classrooms should be located to promote natural opportunities for students with disabilities to participate with chronologically age-appropriate, general education students in academic, non-academic and extra-curricular activities to the maximum extent appropriate for the needs of both the special and general education students.

#### **II. POLICIES AND PROCEDURES**

The Santa Clara County SELPAs will be responsible for the implementation and monitoring of this policy. The SCCOE Special Education Department will assume responsibility for determination of classrooms owed and provided by each district, and will collaborate with the SELPA offices in the calculation and collection of housing fees and disbursement of housing compensation.

### III. PROVISION OF CLASSROOM SPACE BY DISTRICTS

#### A. Calculation of Projected Classroom Space Needed by Districts

Classroom space needed for those programs specified in this policy will be calculated using the following procedure:

1. The SCCOE Special Education Department's May 1<sup>st</sup> enrollment projections for the following year will serve as the basis for estimating the classroom space owed by each district in the subsequent school year.
2. Actual determination of housing obligations will be based on current year December-April average enrollment in SCCOE Special Education programs.
3. The number of pupils constituting one classroom for the purpose of the Housing Policy will be recommended each year by the Facilities Rate Setting Committee and approved in the SELPA Budget Allocation Plans along with Rate per class and percentage credit for land-only.
4. When the Santa Clara County Office of Education owns or leases a portable classroom located on district operated site, that classroom will generate partial credit toward the calculation of the district's housing obligation.
5. Each district will have two options for fulfilling its housing obligation.
  - The provision of classroom space. This is the preferable option.
  - In the event that a district does not provide the obligated classroom space, it will be charged a housing fee.
  - A SELPA may exercise the option of "pooling" member district obligations and/or compensation for space.
6. When a district exceeds its housing obligation by providing additional classroom space, the district will be paid the approved housing compensation rate.
7. Classroom space offered by the district must not only meet the standards specified in this policy, but must also be appropriate to the needs of the program operator.

Criteria for appropriateness include the following:

- the classroom offered provides for interaction with nondisabled peers
- usage of the classroom offered does not result in unusual additional costs to the SCCOE Special Education program
- usage of the classroom minimizes transportation time and cost
- there should be a sufficient population projections to sustain the classroom for at least three years
- there shall be minimal disruption or displacement for students in existing programs.

B. Contracts for Provision of Classroom Space

1. By February 28 of each year, districts will notify the SCCOE-Special Education Department of their intention to reclaim classroom space.
2. Negotiations between the SCCOE Special Education Department and districts for new contracts or other arrangements to provide classroom space shall be completed by May 30<sup>th</sup> of each year.
3. Contracts for classroom space shall be for a specific classroom site and it is recommended that it be for a minimum of three (3) years. The use of classrooms for Extended School Year programs is included in the contracts. The relocation of classrooms for Extended School Year programs shall be negotiated between the district and SCCOE Special Education Department by April 15.
4. Termination of contracts prior to their expiration date shall be by mutual consent of the district and SCCOE Special Education Department.

C. Standard for Classrooms

Classrooms provided by district, as a means of fulfilling their housing obligations shall meet the following standards, as appropriate:

1. One classroom (approximately 960 square feet) will be provided in accordance with established State and Federal standards (i.e., applicable Americans with Disabilities Act accessibility standards, Health and Safety Codes, fire alarm requirements, and Field Act standards, or a waiver of Field Act standards.
2. Running hot water will be provided in all classrooms where the availability of water within the classroom is necessary to meet the health and safety needs of the students, as determined by the SCCOE Special Education Department. Example: An accommodation for hot water could be an instant hot water heater.
3. Heat and Air Conditioning will be provided in all classrooms where the availability of heat and air conditioning within the classroom is necessary to meet the health and safety needs of the students, as determined by the SCCOE Special Education Department.
4. In-class toilet facilities will be provided as appropriate for the age and the needs of the students and as determined by the SCCOE Special Education Department with the approval of the district.

Students will have access to toileting facilities on campus available to all other students.

It is the intent of this policy to respect the privacy rights of special education students, which accord them with basic human dignity.

The toilet and/or changing area shall be large enough to accommodate personal hygiene activities.

5. Any site modifications, if needed, will be negotiated between the SCCOE Special Education Department and the district prior to modifications taking place.
6. The site will provide internet access in each classroom. SCCOE Special Education classrooms need comparable Internet access, as do the host site classrooms. SCCOE will be provided with one static IP

address and one live Ethernet jack in each Special Education classroom to set up VPN technology in each classroom.

D. Custodial Services

Custodial service, including daily classroom cleaning for all classrooms, including portables, whether district or SCCOE owned, shall be the responsibility of the district. The SCCOE Special Education Department will provide information regarding recommended daily classroom cleaning as identified in the State publication, "State Guidelines and Procedures for Meeting the Specialized Physical Health Care Needs of Pupils.", and designated by level of need of classroom. (see attached).

E. Maintenance

Maintenance service shall be the responsibility of the owner of the facility. This includes regularly scheduled and preventative classroom maintenance such as filter replacements, carpet cleaning, floor polishing, light bulb replacements, etc.

F. Repairs

Classroom repair due to normal wear for such items as plumbing, windows, locks, roofs, ,cooling and heating systems, etc. shall be the responsibility of the owner of the facility.

Repairs of the facility for any damage caused by the program staff and/or students and repairs of the personal property owned by the program shall be the responsibility of the SCCOE Special Education Department.

G. Relocation of Classrooms

In the event a district has to relocate a SCCOE Special Education Department classroom due to planned renovations, fire, natural disaster, vandalism or other emergency situations when the classroom is unsuitable for housing students, the district remains responsible for providing adequate temporary housing until repairs can be completed. The district will make every effort to house the students on the same school site.

With respect to moving costs for COE classrooms, the following will apply:

- Fire or natural disaster: Insurance will be billed. If no insurance, cost will be borne centrally.
- Renovation by district: Cost will be borne centrally.
- COE moves class during ESY for safety: Cost will be borne centrally.
- District decision to consolidate classrooms for summer: Cost will be borne by district or district will move class.

IV. PROVISION OF NEW CLASSROOMS BY THE DISTRICT OR SCCOE SPECIAL EDUCATION DEPARTMENT ON DISTRICT PROPERTY

- A. New Construction by COE on District Property Requiring 40 Year Lease. The housing policy section concerning new construction (40 year leases): shall be reviewed every two years beginning with the 2007-08 school year.

Option 1

COE provides the custodial and utilities. District receives 45% credit times current agreed upon facilities housing rate times the number of actual classrooms provided.

Option 2

COE provides utilities and district provides custodial. District receives 71% credit times current agreed upon facilities housing rate times the number of actual classrooms provided.

- B. When constructing new classrooms or acquiring a new portable, not requiring a 40 year lease, the SCCOE Special Education Department and the district will meet to negotiate any one-time cost.

For example:

- Site preparation
- Water and sewer hook-up
- Architectural and other fees

Classrooms provided by new construction shall meet all of the requirements specified in Section IIIC, Standards for Classrooms.

V. RESPONSIBILITY FOR PORTABLE CLASSROOMS PLACED BY THE SCCOE SPECIAL EDUCATION DEPARTMENT ON DISTRICT PROPERTY

When the SCCOE Special Education Department brings a portable onto district property, the following shall apply:

1. SCCOE Special Education Department shall be responsible for all requirements specified in Section IIIC (Standards for Classrooms).
2. Custodial service, including daily classroom cleaning for all classrooms, shall be the responsibility of the district or negotiated between the district and SCCOE Special Education Department. The SCCOE Special Education Department will provide information regarding daily classroom cleaning as identified in the State publication, "State Guidelines and Procedures for Meeting the Specialized Physical Health Care Needs of Pupils."
3. Whenever possible, actual maintenance/repair shall be provided by the local school district. Cost for maintenance service, classroom repair due to normal wear and tear or any site improvements should be the responsibility of the SCCOE Special Education Department or negotiated between the SCCOE Special Education Department and the district.

VI. FINANCIAL ARRANGEMENTS

1. Districts are obligated to provide classroom space (or financial resources to provide classroom space) for the number of resident students enrolled in SCCOE Special Education Department operated programs. This obligation includes classroom space, utilities, custodial services and such maintenance and repair as specified in this document.

2. The SELPA facilities committee each year will recommend the value to be placed on classrooms provided, which are over or under a district's obligation. The value placed will be in consideration of the following factors: average cost of utilities, average cost of custodial services and routine maintenance/repair, average cost of a leased portable, and reasonable lease rate for classroom space on an open school campus. The value placed on classrooms, and the fraction thereof allowable for land (utilities and custodial/maintenance service) shall be pending approval of all SELPA Executive Councils in the county.
  - a) The Facilities Rate Setting Committee will meet prior to March of each year to recommend and finalize the rate/number of pupils per class and percentage of credit for land-only for the following year. The rate suggested at the December 2010 meeting will stay in effect for the 2011-2012 year.
  - b) The committee will be comprised of district special education program and fiscal representatives. The intention of the committee is to reach agreement using the following priorities:
    - Consensus of all present at the Facilities Rate Setting Meeting with a quorum consisting of representation from all SELPAs and a minimum of five fiscal and/or program administrators from Southeast and five fiscal and/or program administrators from Northwest SELPAs.
    - Dispute resolution (SELPA Directors, and an outside mediator)
  - c) The SELPA AU Directors and SCCOE Special Education staffs are not members of the committee that decides consensus.
3. Housing fees for the number of spaces that a district is short of its obligation will be added to the estimate of cost of COE programs for that district. Housing compensation for the number of spaces that a district provides, which are over its obligation, will be estimated, but not credited against, the district's cost of COE programs. This amount will be a Revenue Transfer for Housing Compensation at the end of each year.
4. SELPA Fiscal Advisors will assess the Excess or Deficit in revenue resulting from the Housing Policy at the end of each year looking only at the year to either refund any excess or collect from districts any deficit when the excess or deficit is greater than or equal to the current facilities rate for a COE classroom. In that case, the entire excess will be distributed or deficit charged back based on current pupil count used in facility cost calculations. This process began in 2008-2009 and will continue annually thereafter. Included in the assessment will be other contract costs related to Facility costs, moving expenses, set-up and remodel fees and indirect costs. Also included will be other lease revenue collected by SCCOE Special Education.

#### OVERSIGHT COMMITTEE

1. An Oversight Committee will be established that is composed of SELPA Directors and SCCOE Director of Special Education.
2. The Oversight Committee will be responsible for the following:

- the SELPA Directors and COE Director will meet with district directors to review needs and availability of classroom space; and
- the Oversight Committee will meet, if necessary, to review appropriateness of offers submitted by districts for use of classrooms.

Approved SELPA I	June 14, 2007
Approved SELPA II	June 15, 2007
Approved SELPA III	June 14, 2007
Approved SELPA IV	June 18, 2007
Approved SELPA VII	June 18, 2007
Approved SECSE	June 20, 2007

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Approved SELPA I	May 19, 2011
Approved SELPA II	May 27, 2011
Approved SELPA III	May 19, 2011
Approved SELPA IV	May 18, 2011
Approved SELPA VII	May 19, 2011
Approved SECSE	May 18, 2011

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Approved SELPA I	May 14, 2015
Approved SELPA II	May 15, 2015
Approved SELPA III	May 14, 2015
Approved SELPA IV	May 19, 2015
Approved SELPA VII	May 13, 2015
Approved SECSE	May 20, 2015



10000-SPECIAL EDUCATION LOCAL PLAN AREA  
10500-STUDENTS

LICENSED CHILDREN'S INSTITUTIONS AND  
FOSTER FAMILY HOMES

Policy 10503

LICENSED CHILDREN'S INSTITUTIONS:

This policy applies to student placement in Licensed Children's Institutions (LCIs) by a court, regional center or public agency other than a local educational agency (LEA), pursuant to Education Code §56155 et seq. Students placed in LCIs by an LEA, a parent or a non-public source are not covered by this policy, as such students remain the responsibility of the student's district of residence.

If an LCI student is enrolled in a non-public school (NPS) or a Santa Clara County Office of Education (SCCOE) alternative school program, that student is the educational responsibility of the SCCOE. For students enrolled in programs other than an NPS or an SCCOE alternative school program, the district where the LCI is located is the LEA responsible for the student's educational program

FOSTER FAMILY HOMES:

Students with disabilities who are placed in a foster family home as defined in Education Code 56155.5(b) are the educational responsibility of the district in which the foster family home is located unless the Student remains in his/her "school of origin" under Education Code 48853.5. In the case of "school of origin" attendance, the district in which the school of origin is located retains educational responsibility for the student. If transportation for a "school of origin" student is required, the involved LEAs will share responsibility for the cost and/or provision of the required transportation

***Legal Reference:***

EDUCATION CODE  
56195.7(f)

Date Approved by the Executive Council:

SELPA I:           10/07/2003  
SELPA II:          10/24/2003  
SELPA III:         10/16/2003  
SELPA IV:         10/22/2003  
SELPA VII:        02/26/2004

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5/18/2007        10/17/2014  
5/17/2007        10/16/2014  
5/23/2007        10/15/2014  
5/21/2007        10/15/2014

10000 – SPECIAL EDUCATION LOCAL PLAN AREA  
10500 - STUDENTS

PROGRAM COMPLIANCE MONITORING AND SUPPORT

Policy 10505

Special Education Local Plan Area I, II, III, IV, & VII assure access to special education and services for all students with disabilities residing in the geographic area served by member districts. The Executive Council Superintendents, Operations Cabinet, and SELPA Director are responsible for monitoring the completed plan to verify that each participating Local Education Agency (LEA) carries out the duties and responsibilities assigned to it within the plan. A combination of factors must be reviewed to determine the quality of a program or service or the degree to which an agency is compliant with the intentions of the law. As the State monitors LEAs and takes action to encourage and enforce compliance, it is incumbent upon the SELPA to precede State sanction with prevention and intervention activities. Through monitoring of the practices of LEAs, the SELPA Administrative Unit (AU) can support LEA efforts with targeted prevention activities and appropriate intervention when necessary.

States are required to establish measurable and rigorous targets for the indicators established by the Secretary under the priority areas contained in the statute and regulations.

These are specified in the Act (20 U.S.C. 1416 (a)(2)) and must be on:

- Improving educational results and functional outcomes for all children with disabilities.
- Ensuring that public agencies meet the program requirements under Part B of the Act, with a particular emphasis on those requirements that are most closely related to improving educational results for children with disabilities.
- States must use quantifiable and qualitative indicators to adequately measure performance in the priority areas established in the Act.

The 20 indicators established by the Office of Education are derived from the three priority areas established in the Act (20 U.S.C. 1416 (a)(3)).

1. Provision of FAPE in the least restrictive environment.
2. State exercise of general supervision, including child find, effective monitoring, the use of resolution meetings, mediation, and a system of transition services as defined in 300.43 and in U.S.C. 1437(a)(9).
3. Disproportionate representation of racial and ethnic groups in special education and related services, to the extent the representation is the result of inappropriate identification.

of the 20 indicators required by OSEP, the first 14 are included in the Annual Performance Report Measures for each LEA. These indicators replace the Key Performance Indicators (KPIs) used previously as part of the State's Quality Assurance Process.

***Legal Reference:***

EDUCATION CODE

56205

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Date Approved by Executive Council

SELPA I: 2/10/2005

SELPA 1I: 2/18/2005

SELPA III: 2/10/2005

SELPA IV: 2/17/2005

SELPA VII: 2/17/2005

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SELPA I: 10/21/2010

SELPA II: 10/29/2010

SELPA III 10/21/2010

SELPA IV 10/20/2010

SELPA VII 10/20/2010

**SANTA CLARA COUNTY SELPAs I, II, III, IV & VII  
SPECIAL EDUCATION LOCAL PLAN AREAS**

**INDEPENDENT EDUCATIONAL EVALUATION POLICY AND PROCEDURES**

This policy sets forth the procedures under which students with disabilities are entitled to an Independent Educational Evaluation (IEE).

**Definitions**

*Independent educational evaluation (IEE)*: Means an evaluation conducted by a qualified examiner who is not employed by the LEA responsible for the education of the child in question.

*Public expense* means that the LEA either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent, consistent with the law.

**General Procedures**

A parent (or guardian) has the right to request, at public expense, an IEE of the student from qualified specialists, as defined by this policy, if the parent disagrees with an assessment obtained by the public education agency, in accordance with the law.

Each LEA must provide to parents, upon request for an IEE, information about where an IEE may be obtained, and the agency criteria applicable for IEE as set forth in this policy.

If a parent requests an IEE at public expense, the LEA must, without unnecessary delay, either:

- (1) File a due process complaint to request a hearing to demonstrate that its evaluation is appropriate; or
- (2) Ensure that an IEE is provided at public expense, unless the agency demonstrates in a due process hearing that the evaluation obtained by the parent did not meet agency criteria.

If the LEA files a due process complaint to request a hearing and the final decision is that the agency's evaluation is appropriate, the parent still has the right to an IEE, but not at public expense.

If a parent requests an IEE at public expense, the LEA may ask for the parent's reason why he or she objects to the public evaluation. However, the LEA may not require the parent to provide an explanation and may not unreasonably delay either providing the IEE at public expense or filing a due process complaint to request a due process hearing to defend the public evaluation.

A parent is entitled to request only one IEE at public expense each time the LEA conducts an evaluation with which the parent disagrees.

**Parent-initiated Evaluations**

If the parent obtains an IEE at public expense or shares with the LEA an evaluation obtained at private expense, the results of the evaluation:

- (1) Must be considered by the LEA, if it meets agency criteria, in any decision made with respect to the provision of FAPE to the child; and

(2) May be presented by any party as evidence at a hearing on a due process complaint regarding that child.

### **Requests for Evaluations by Hearing Officers**

If a hearing officer requests an IEE as part of a hearing on a due process complaint, the cost of the evaluation must be at public expense.

### **LEA Criteria**

If an IEE is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that the LEA uses when it initiates an evaluation, to the extent those criteria are consistent with a parent's right to an IEE. However, a Parent shall always have the opportunity to demonstrate that unique circumstances justify the selection of an evaluator outside of these criteria. Except for the criteria described in this policy, a LEA may not impose conditions or timelines related to obtaining an IEE at public expense.

### **Observation**

If the LEA observed the student in conducting the evaluation with which the parent disagrees, or if its assessment procedures allow in-class observations, the independent evaluator will be provided an equivalent opportunity to observe the student in the current educational setting, and to observe the LEA's proposed setting, if any. This opportunity shall be provided regardless of whether the independent educational assessment is initiated before or after the filing of a due process hearing proceeding.

The LEA shall define the nature and scope of an independent evaluator's in-class observations consistent with the right to an equivalent opportunity to observe, but also consistent with its obligations to prevent unnecessary disruption in the class and to protect the privacy interests of other students. This may include, but is not limited to, identifying the time constraints of such observation, LEA personnel who will participate in the observation and restrictions on student/teacher interactions.

### **Location Limitations for Evaluators**

Evaluators will be located within the greater Bay Area (counties: Santa Clara, San Mateo, Santa Cruz, San Francisco & Alameda). Evaluators outside of this area will be approved only on an exceptional basis, providing parents can demonstrate the necessity of using an evaluator outside the specified area. Any expenses beyond the evaluation (i.e., food, lodging, transportation, etc.) are not covered in the cost of the independent educational evaluation unless exceptional circumstances are present and reimbursement for such expenses is specifically agreed upon in writing.

**Minimum Qualifications for Evaluators**

<b>Type of Assessment</b>	<b>Qualifications</b>
Academic Achievement	Credentialed Special Education Teacher Licensed Educational Psychologist Credentialed School Psychologist
Psycho Educational	Credentialed Special Education Teacher Licensed Educational Psychologist Credentialed School Psychologist
Adaptive Behavior	Licensed Educational Psychologist Credentialed School Psychologist Credentialed Special Education Teacher
Assistive Technology	Certificated or Licensed Speech/Language Pathologist (AT Certification preferred) Certified Special Education Teacher (AT Certification preferred) Licensed Occupational Therapist (AT Certification preferred)
Auditory Acuity	Licensed Educational Audiologist Licensed or Credentialed Speech/Language Pathologist
Auditory Perception (CAP)	Licensed or Credentialed Speech/Language Pathologist
Behavioral	Credentialed Special Education Teacher Licensed Psychiatrist Licensed Educational Psychologist Credentialed School Psychologist Certified Behaviorist
Cognitive	Licensed Educational Psychologist Credentialed School Psychologist
Fine Motor	Licensed Occupational Therapist Licensed Educational Psychologist Credentialed School Psychologist
Health	Nurse
Motor	Licensed Physical Therapist, Registered Occupational Therapist, or Adaptive Physical Education Specialist Credential OI Teacher
Orientation & Mobility	Credentialed Orientation & Mobility Teacher/Specialist
Speech and Language	Certificated or Licensed Speech/Language Pathologist

Social/Emotional	Credentialed School Psychologist Licensed Educational Psychologist Licensed Psychiatrist
Vision (Functional)	Certificated Teacher of the Visually Impaired
Functional Vision	Credentialed Teacher of the Visually Impaired
Vision Perception	Credentialed Special Education Teacher Credentialed School Psychologist Licensed Educational Psychologist
Transition	Credentialed Special Education Teacher

### **Cost Limitations for Independent Evaluations**

The cost of the IEE shall be comparable to those costs that the LEA incurs when it uses its own employees or contractors to perform similar evaluations unless exceptional circumstances requiring additional costs are demonstrated. Costs may include: observations, administration and scoring tests, and report writing. Reimbursement will be in an amount no greater than the actual cost to the parent and will be subject to proof of payment. SELPA IEE cost limitations can be found [here](#). The LEA and parent can agree to exceed the cost limitation when exceptional circumstances are demonstrated.

When private insurance will cover all or partial costs of the IEE, the LEA may request that the parent voluntarily have their insurance pay the covered IEE costs. However, parent will not be asked to have insurance cover IEE costs if such action would result in a financial cost to the parent not reimbursed by the LEA, including, but not limited to the following:

- 1) A decrease in available lifetime coverage or any other benefit under an insurance policy;
- 2) An increase in premiums or the discontinuance of the policy; or
- 3) An out-of-pocket expense such as payment of a deductible amount incurred in filing a claim.

In seeking and obtaining parents' voluntary consent to seek insurance contribution for an IEE, such consent should be written and should clearly state that the parent:

- Agrees to the LEA's filing of an insurance claim to obtain reimbursement for specifically identified services.
- Acknowledges that the information and records identified in the request for consent will be released to specifically identified persons or entities in connection with submitting the claim for reimbursement.
- Understands that they are not required to consent to the filing of insurance claims and may refuse to do so at any time in the future.
- Recognizes that any refusal to permit the LEA to access their private insurance does not relieve the LEA of its obligation to provide all required services at no cost.

As part of the contracted evaluation, independent evaluators may be asked to:

- Attend relevant IEP Team meetings by phone or in person to discuss their findings
- Provide protocols of all the assessments, and
- Provide a written report prior to the IEP Team meeting

Independent evaluators must agree to release their assessment information and results to the LEA prior to receipt of payment for services. The results of the IEE will be considered in the determination of eligibility, program decisions, and placement of the student with disabilities as required by the IDEA.

All independent educational evaluators should utilize testing and assessment materials and procedures which are selected and administered so as not to be racially, culturally, or sexually discriminatory. Tests and other assessment materials should be provided and administered in the student’s primary language or other mode of communication unless the evaluation plan indicates reasons why this provision and administration are not clearly feasible. All assessment instruments utilized should have been validated for the specific purpose for which they are used and be administered by trained personnel in conformity with the instructions provided by the publisher.

**Recommended Procedures for Responding to IEE Requests**

Once a parent communicates his/her disagreement with the LEA’s evaluation and requests orally or in writing an IEE at public expense, the following procedures should be followed:

1. Upon receipt of the request, the LEA will respond and provide the parent with information about where an IEE may be obtained, and the agency criteria applicable for IEE, by providing a copy of the SELPA’s IEE Policy and Procedures.
2. Without unnecessary delay following the review of the IEE request, the LEA *will* respond, through the provision of prior written notice, regarding its decision to either seek due process to defend the appropriateness of its assessment or agree to the IEE at public expense.
3. Should the LEA choose to initiate due process to defend the appropriateness of its assessment, the LEA must do so without unnecessary delay.
4. Should the LEA agree to fund the IEE at public expense, the LEA:
  - a. May discuss the possible options for obtaining an IEE at public expense with parent, including the use of:
    - i. An evaluator from another LEA in the SELPA;
    - ii. An evaluator from another SELPA; or
    - iii. A private sector evaluator.
 Ultimately, if an IEE is agreed to be funded, parents have the choice of the assessor to be used (so long as the chosen assessor meets the criteria in this policy).
  - b. Should seek confirmation in writing of parent’s decision/agreement to pursue the IEE and the agreed upon method of payment/delivery (e.g., contract, parent reimbursement).
  - c. Should seek a signed release and exchange of information between the independent evaluator(s) and the LEA.

Should the parent at any time obtain an IEE at either public or private expense, the LEA must hold an IEP meeting with the student’s relevant IEP team members to discuss and consider the IEE results.

Approved by Executive Council:

SELPA I	10/18/07	10/21/10	10/16/14	10/20/22
SELPA II	10/19/07	10/29/10	10/17/14	10/21/22
SELPA III	10/18/07	10/21/10	10/16/14	10/20/22
SELPA IV	10/15/07	10/20/10	10/15/14	10/21/22
SELPA VII	10/15/07	10/20/10	10/15/14	10/19/22



**SANTA CLARA COUNTY SELPAs I, II, III, IV & VII  
SPECIAL EDUCATION LOCAL PLAN AREAS**

**EMERGENCY INTERVENTION BEHAVIOR POLICY**

The Santa Clara County SELPAs recognize that the state has continually sought to provide an appropriate and meaningful educational program in a safe and healthy environment for all children regardless of possible physical, mental, or emotionally disabling conditions. Further, the Santa Clara County SELPAs recognize that some school-age individuals with exceptional needs have significant behavioral challenges that have an adverse impact on their learning or the learning of other pupils, or both. Research and experience demonstrate that the education of children with disabilities can be made more effective by providing incentives for positive behavioral interventions and supports to address the learning and behavioral needs of those children, and that procedures for the elimination of maladaptive behaviors shall not include those deemed unacceptable under the law or those that cause pain or trauma.

It is the intent of this policy that:

1. Children exhibiting serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the Individuals with Disabilities Education Act (IDEA) and its implementing regulations.
2. Assessments and positive behavioral interventions and supports be developed and implemented in a manner informed by guidance from the United States Department of Education and technical assistance centers sponsored by the Office of Special Education Programs of the United States Department of Education.
3. When behavioral interventions, supports, and other strategies are used, they be used in consideration of the pupil's physical freedom and social interaction, be administered in a manner that respects human dignity and personal privacy, and that ensure a pupil's right to placement in the least restrictive educational environment.
4. Behavioral intervention plans be developed and used, to the extent possible, in a consistent manner when the pupil is also the responsibility of another agency for residential care or related services.
5. Training programs be developed and implemented in institutions of higher education that train teachers and that in-service training programs be made available as necessary in school districts and county offices of education to ensure that adequately trained staff are available to work effectively with the behavioral intervention needs of individuals with exceptional needs.

In the case of a child whose behavior impeded the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the Unified States Code and associated federal regulations.

**Definitions**

- Behavioral restraint includes mechanical restraint or physical restraint used as an intervention when a student presents an immediate danger to self or to others. Behavioral restraint does not include postural restraints or devices used to improve a student's mobility and independent functioning rather than to restrict movement. (Education Code 49005.1)
- Mechanical restraint means the use of a device or equipment to restrict a student's freedom of movement. Mechanical restraint does not include the use of devices as prescribed by an appropriate medical or related service professional, including, but not limited to, adaptive devices or

mechanical supports used to achieve proper body position, balance, or alignment; vehicle safety restraints during the transport of a student; restraints for medical immobilization; or orthopedically prescribed devices which permit a student to participate in activities without risk of harm. Mechanical restraint also does not include the use of devices by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

- Physical restraint means a personal restriction that immobilizes or reduces the ability of a student to move the torso, arms, legs, or head freely. Physical restraint does not include a physical escort in which a staff member temporarily touches or holds the student's hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint also does not include the use of force by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)
- Prone restraint means the application of a behavioral restraint on a student in a facedown position. (Education Code 49005.1)
- Seclusion means the involuntary confinement of a student alone in a room or an area from which the student is physically prevented from leaving. Seclusion does not include a timeout involving the monitored separation of the student in an unlocked setting, which is implemented for the purpose of calming the student. (Education Code 49005.1)

### **Emergency Interventions**

Emergency interventions shall not be used as a substitute for the systematic behavioral intervention plan that is designed to change, replace, modify, or eliminate a targeted behavior. Emergency interventions shall not include an amount of force that exceeds that which is reasonable and necessary under the circumstances.

Emergency interventions, including seclusion and/or a behavioral restraint, may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior.

No emergency intervention shall be employed for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others. A situation that requires prolonged use of an emergency intervention shall require the staff to seek assistance of the school site administrator or law enforcement agency, as applicable to the situation.

Staff shall afford to pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

### **Prohibited Interventions**

Staff shall avoid the use of seclusion and behavioral restraint of students whenever possible. Seclusion and behavioral restraint of students shall not be used in any form as a means of coercion, discipline, convenience, or retaliation. (Education Code 49005.8).

A local educational agency or nonpublic, nonsectarian school or agency serving individuals with exceptional needs pursuant to Sections 56365 and 56366, shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. Administer a drug that is not a standard treatment for a student's medical or psychiatric condition in order to control the student's behavior or restrict the student's freedom of movement

2. Use locked seclusion unless it is in a facility otherwise licensed or permitted by state law to use as a locked room.
3. Use a physical restraint technique that obstructs a student's respiratory airway or impairs a student's breathing or respiratory capacity, including a technique in which a staff member places pressure on the student's back or places his/her body weight against the student's torso or back
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, the use of a pillow, blanket, carpet, mat, or other item to cover a student's face
5. Place a student in a facedown position with the student's hands held or restrained behind the student's back
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the student or others.
7. Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric shock.
8. An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual.
9. An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities.
10. An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma.
11. Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment.
12. An intervention that precludes adequate supervision of the individual.
13. An intervention that deprives the individual of one or more of his or her senses.

#### **Limited Use of Seclusion or Restraint**

Staff shall avoid the use of seclusion and behavioral restraint of students whenever possible. Seclusion or behavioral restraint may be used only to control student behavior that poses a clear and present danger of serious physical harm to the student or others, which cannot be prevented by a response that is less restrictive. (Education Code 49005.4, 49005.6, 49005.8)

If a student is put in seclusion, the student shall be under constant, direct observation of a staff member. Such observation may be through a window or another barrier through which the staff member is able to make direct eye contact with the student but shall not be made through indirect means such as a security camera or closed-circuit television. (Education Code 49005.8)

If a student is restrained, staff shall afford the student the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the student and others. (Education Code 49005.8) Another staff member who is not involved in the restraint must be present and shall be responsible for monitoring the well-being of the student.

#### **Behavior Emergency Reports**

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified within one school day if an emergency intervention, including seclusion and/or a behavioral restraint is used, or serious property damage occurs. A behavioral emergency report shall immediately be completed and

maintained in the file of the individual with exceptional needs. The behavioral emergency report shall include all the following:

1. The name and age of the individual with exceptional needs.
2. The setting and location of the incident.
3. The name of the staff or other persons involved.
4. A description of the incident and the emergency intervention used, and whether the individual with exceptional needs is currently engaged in any systematic behavioral intervention plan.
5. Details of any injuries sustained by the individual with exceptional needs, or others, including staff, as a result of the incident.

All behavioral emergency reports shall immediately be forwarded to, and reviewed by, a designated responsible administrator.

If a behavioral emergency report is written regarding an individual with exceptional needs who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an individualized education program (IEP) team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both.

If a behavioral emergency report is written regarding an individual with exceptional needs who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

#### **Use of Board-Certified Behavior Analyst**

A person recognized by the national Behavior Analyst Certification Board as a Board-Certified Behavior Analyst may conduct behavior assessments and provide behavioral intervention services for individuals with exceptional needs.

A district, special education local plan area, or county office is not required to use a Board-Certified Behavior Analyst to conduct behavior assessments and provide behavioral intervention services for individuals with exceptional needs.

Nothing in this policy prohibits a SELPA member Local Education Agency (LEA) from prohibiting additional behavioral interventions through the LEA's own board policies/administrative regulations.

Approved by Executive Council:

SELPA I	5/22/2008	10/16/2014	04/22/21
SELPA II	5/23/2008	10/17/2014	04/23/21
SELPA III	5/22/2008	10/16/2014	05/06/21
SELPA IV	5/19/2008	10/15/2014	04/23/21
SELPA VII	5/19/2008	10/15/2014	04/21/21

# **CHAPTER 15**

## **RESOURCES**

## RESOURCES

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- 15.4 COMPREHENSIVE AUTISM PROGRAM (CAP) SELPA II
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## ACRONYMS

AAC	Augmentative Alternative Communication
ABA	Applied Behavioral Analysis
ACSA	Association of California School Administrators
ACSE	Advisory Commission on Special Education
ADA	American with Disabilities Act
ADA	Average Daily Attendance
ADR	Alternative Dispute Resolution
AIR	American Institutes for Research
ALJ	Administrative Law Judge
APE	Adapted Physical Education
ARRA	American Recovery and Reinvestment Act
AT	Assistive Technology
AU	Administrative Unit
AYP	Annual Yearly Progress
BCBA	Board Certified Behavioral Analyst
BICM	Behavior Intervention Case Manager
BIP	Behavior Intervention Plan
CAASPP	California Assessment of Student Performance and Progress
CAFSE	Coalition for Adequate Funding for Special Education
CAC	Community Advisory Committee
CAHSEE	California High School Exit Exam
CalSTAT	California Services for Technical Assistance and Training
CAPA	California Alternate Performance Based Assessment
CASEMIS	California Special Education Management Information System
CBI	Community Based Instruction
CCF	Community Care Facility
CCR	California Code of Regulations
CCS	California Children Services
CDE	California Department of Education
CEIS	Coordinated Early Intervening Services
CELDT	California English Language Development Test
CMA	California Modified Assessment
CMH	County Mental Health
COE	County Office of Education
COLA	Cost of Living Adjustment
COTA	Certified Occupational Therapy Assistant
DDS	Department of Developmental Services
DHS	Department of Health Services

DIS	Designated Instructional Service
DOF	Department of Finance
DOL	District of Location
DOR	District of Residence
DRDP	Desired Results Developmental Profile
DTT	Discrete Trial Training
EC	Education Code
ECE	Early Childhood Education
ED	Emotional Disturbance
EL	English Learner
ESEA	Elementary and Secondary Education Act
ESY	Extended School Year
FAA	Functional Analysis Assessment
FAPE	Free and Appropriate Public Education
FBA	Functional Behavioral Assessment
FERPA	Family Educational Rights and Privacy Act
FFA	Foster Family Agency
FFH	Family Foster Home
FIEP	Facilitated Individualized Education Program
FMTA	Focused Monitoring and Technical Assistance
FTE	Full time equivalent
HIPAA	Health Insurance Portability and Accountability Act
HOH	Hearing of Hearing
HOUSSE	High, Objective, Uniform State Standards of Evaluation
HQ	Highly Qualified
IA	Instructional Assistant
ID	Intellectual Disability
IDEA	Individualized with Disabilities Education Act
IDEIA	Individuals with Disabilities Education Improvement Act
IDELR	Individuals with Disabilities Education Law Report
IDT	Inter-district Transfer
IHE	Institute of Higher Education
ISA	Individual Service Agreement (for NPS/NPA)
IAES	Interim Alternative Educational Setting
ICF	Intermediate Care Facility
IEE	Independent Educational Evaluation
IEP	Individualized Educational Program
IPP	Individual Program Plan
ISP	Individual Services Plan
IFSP	Individual Family Service Plan



ITP	Individual Transition Plan
IWEN	Individual with Exceptional Needs
JPA	Joint Powers Agreement
LAO	Legislative Analyst's Office
LCI	Licensed Children's' Institution
LEA	Local Educational Agency
LI	Low Incidence
LRE	Least Restrictive Environment
MOE	Maintenance of Effort
MTU	Medical Therapy Unit
MOU	Memorandum of Understanding
NASDSE	National Association of State Directors of Special Education
NCLB	No Child Left Behind
NOI	Notice of Insufficiency
NPS/NPA	Non-Public Schools/Non-Public Agencies
NSS	Necessary Small SELPAs
OAH	Office of Administrative Hearings
OCR	Office of Civil Rights
OHI	Other Health Impairment
OI	Orthopedic Impairment
O&M	Orientation and Mobility
OSEP	Office of Special Education Programs
OSERS	Office of Special Education and Rehabilitative Services
OT /PT	Occupational and Physical Therapy
PDD	Pervasive Developmental Disorder
PECS	Picture Exchange Communication System
PENT	Positive Environment, Network of Trainers
PERS	Public Employee Retirement System
PHP	Parents Helping Parents
PI	Program Improvement
PSRS	Procedural Safeguards and Referral Service
PS	Program Specialists
PWN	Prior Written Notice
RISE	Resources in Special Education
RLA	Responsible Local Educational Agency
RL	Revenue Limit
ROP	Regional Occupational Program
RSP	Resource Specialist Program
RS	Regionalized Services
RtI	Response to Intervention

SACS	Standardized Account Code Structure
SAI	Specialized Academic Instruction
SARC	San Andreas Regional Center
SDA	Special Disabilities Adjustment
SDC	Special Day Class
SEA	State Educational Agency
SEEDS	Special Education Early Delivery System
SELPA	Special Education Local Plan Area
SEMA	Special Education Maintenance of Effort Actuals to Actual
SEMB	Special Education Maintenance of Effort Budget to Actuals
SESR	Special Education Self-Review
SH	Severe Handicap
SIP	School Improvement Plan
SLD	Specific Learning Disability
SLI	Speech/Language Impairment
SLPA	Speech/Language Pathology Assistant
SNF	Skilled Nursing Facility
SOP	State Operated Programs (Diagnostics Centers, State Special Schools
SOP	Summary of Performance
SPI	Superintendent of Public Instruction
SPP	State Performance Plan
SSC	School Services of California
SSID	State Student Identifier
STRS	State Teachers Retirement System
TBI	Traumatic Brain Injury
TDS	Therapeutic Day School
TEACCH	Treatment and Education of Autistic and Communication Handicapped Children
SELPA	A Special Education Local Plan Area
VI	Visual Impairment
VOCA	Voice Output Communication Aid
WOF	Written Offer of FAPE

**ASSISTIVE TECHNOLOGY CHECKLIST**  
**EXAMPLES OF ASSISTIVE TECHNOLOGY**  
California Department of Education

Note: This list is intended to provide examples of assistive technology and should not be misconstrued as a mandate for payment by any agency, including: local education agencies, California Children's Services, the California Departments of Rehabilitation, Developmental Services, or Education.

**Writing**

- Mechanics of Writing
- Pencil/pen with adaptive grip
- Adapted paper (e.g., raised line, highlighted lines)
- Slantboard
- Typewriter
- Portable word processor
- Computer
- Other \_\_\_\_\_

**Alternate Computer Access**

- Keyboard with easy access
- Keyguard
- Arm support
- Track ball/track pad/joystick with on screen keyboard
- Alternate keyboard
- Mouth stick/head pointer with standard/alternate keyboard
- Head mouse/head master/tracker with on screen keyboard
- Switch with Morse code
- Switch with scanning
- Voice recognition software
- Word prediction to reduce keystrokes
- Other \_\_\_\_\_

**Composing Written Material**

- Word cards/word book/word wall

- Pocket dictionary/thesaurus
- Electronic/talking electronic dictionary/thesaurus/spell checker
- Word processor with spell checker/grammar checker
- Word processor with word prediction to facilitate spelling and sentence construction
- Talking word processor for multisensory typing
- Voice recognition software
- Multimedia software for expression of ideas (assignments)
- Other \_\_\_\_\_

### Reading, Studying and Math

#### Reading

- Changes in text size, spacing, color, background color
- Use of pictures with text
- Book adapted for page turning (e.g., page fluffers, 3-ring binder)
- Talking electronic device to pronounce challenging words
- Scanner with talking word processor
- Electronic books
- Other \_\_\_\_\_

#### Learning/Studying

- Print or picture schedule
- Low tech aids to find materials (e.g., index tabs, color coded folders)
- Highlight text (e.g., markers, highlight tape, ruler, etc.)
- Voice output reminders for assignments, steps of task, etc.
- Software for manipulation of objects/concept development input device (e.g., switch, touch window)
- Software for organization of ideas and studying
- Recorded material (e.g., books on tape, taped lectures with number coded index)
- Other \_\_\_\_\_

#### Math

- Abacus/math line

- Calculator/calculator with print out
- Talking calculator
- Calculator with large keys and/or large LCD print out
- On screen calculator

Software with templates for math computation (may use adapted input methods)

- Tactile/voice output measuring devices (e.g., clock, ruler)
- Other \_\_\_\_\_

### **Communication**

- Communication board/book with pictures/objects/letters/words
- Eye gaze board (eye gaze communication)
- Simple voice output device
- Voice output device with levels
- Device with speech synthesis for typing
- Other \_\_\_\_\_

### **Activities of Daily Living (ADL)**

- Adaptive eating devices (e.g., foam handle on utensil)
- Adaptive drinking devices (e.g., cup with cut out rim)
- Adaptive dressing equipment (e.g., button hook, reacher)
- Other \_\_\_\_\_

### **Mobility**

- Walker
- Grab rails
- Manual wheelchair
- Powered mobility toy
- Powered wheelchair with joystick, head switch or sip/puff control
- Other \_\_\_\_\_

### **Environmental Control**

- Light switch extension

- Use of universal link and switch to turn on electrical appliances (e.g., radio, fan, blender)
- Radio/ultra sound/remote controlled appliances
- Other \_\_\_\_\_

### Recreation and Leisure

Adapted toys and games (e.g., toy with adaptive handle)

- Use of battery interrupter and switch to operate a toy
- Adaptive sporting equipment (e.g., lighted/bell ball, velcro mitt)
- Universal cuff to hold crayons, markers, paint brush
- Modified utensils (e.g., rollers, stampers, scissors)
- Arm rest to support arm for drawing/painting
- Drawing/graphic program on computer
- Playing games on the computer
- Music software on computer
- Other \_\_\_\_\_

### Vision

- Eye glasses
- Magnifier
- Large print books
- Screen magnifier (mounted over screen)
- Screen color cornets
- Screen magnification software
- CCTV (closed-circuit television)
- Screen reader
- Braille keyboard and note taker
- Braille translation software
- Braille printer
- Other \_\_\_\_\_

### Hearing

- Hearing aid
- Classroom amplification

- Captioning
- Signaling device (e.g., vibrating pager)
- TDD/TTY for phone access
- Screen flash for alert signals on computer
- Other \_\_\_\_\_

**Positioning and Seating**

- Non-slip surface on chair to prevent slipping
- Bolster, rolled towel, blocks for feet
- Adapted/alternate chair, side lyer, stander
- Custom fitted wheelchair or insert
- Other \_\_\_\_\_

## COMPONENTS OF RESPONSE TO INTERVENTION (RtI)

The reauthorization of the Individuals with Disabilities Education Act in 2004 (IDEA) focused national attention on a growing practice in the general education classroom – Response to Intervention (RtI) as a tool for assessing and providing high quality instruction to all struggling learners and to students at risk for academic failure. The RtI process is a multi-tiered approach to providing interventions to students who struggle with learning at increased levels of intensity based on progress monitoring and data analysis. It is proactive and responsive system that provides intervention based on the integration of all resources and shared expertise to more completely respond to student needs. The RtI process has the potential to limit the amount of academic failure that any student experiences and to increase the accuracy of special education evaluations. This could also reduce the number of children who have been mistakenly identified as having learning disabilities when their learning problems are actually due to cultural differences or lack of adequate instruction. Information and data gathered by an RtI process can lead to early identification of children who have true disabilities and are in need of special education services. Successful implementation of RtI requires a number of essential components that ensure high-quality instruction, careful monitoring and documenting of progress, and close collaboration between general education and special education.

### Essential Components of an RtI model

#### 1. High Quality, Research-Based Instruction

The first critical component of RtI is that it's essential that students receive research-based classroom instruction in the general education classroom implemented by the general education teacher.

#### 2. Universal Screening

Universal screenings are given to ALL children three times a year beginning in mid-kindergarten and are used to pinpoint early academic difficulties. Procedures must identify which students are *proficient* in the target skill, which students are *developing* the skill (strategic), and which students are *deficient* in the skill (intensive). It is recommended that you develop “benchmark” data norms either from national norms or from the classroom, grade level, school, and district.

#### 3. Problem Solving Teams/Student Study Teams

A Problem-Solving Team is a school-based group composed of various school personnel, such as teachers, counselors, school psychologist, and administrators, who



meet to provide assistance to children who are having academic or behavioral difficulties in school. This team is responsible for implementing a problem-solving approach to identify and intervene in response to student's needs in the general education setting. Schools should involve parents at the earliest stages of RtI by explaining the process and providing written intervention plans and progress towards intervention goals. The nature of problem-solving involves a systematic approach that reviews student strengths and weaknesses, identifies evidence-based instructional interventions, frequently collects data to monitor student progress, and evaluates the effectiveness of interventions implemented with the student. Problem-solving is a sequence of steps starting with defining and describing a problem using screening and diagnostic assessments; developing a plan by setting goals and generating potential solutions; and implementing, monitoring, and evaluating the effectiveness of the selected intervention.

#### **4. Assessments**

Assessment is the formal or informal process of systematically observing, gathering, and recording credible information to help answer evaluation questions and make decisions. There are three primary assessments used during the RtI process: screening, diagnostic, and progress monitoring. Screening assessments identify which students are at risk of academic failure and may need additional assessment. Diagnostic assessments give more in-depth information about the student's strengths, weaknesses, and a probable cause of the problem. By examining the results of diagnostic assessment, teachers can determine where to begin instruction and what concepts or skills to emphasize. Diagnostic assessments may include more traditional, standardized, or functional assessments. Progress monitoring assessments are conducted on a routine basis to monitor the adequacy of progress from the instructional interventions. Assessment results should be strongly related to planning interventions. Assessments can be used to help teachers make decisions about changes to instructional strategies, judgments about student progress, and to determine where further instruction is necessary for individuals or groups.

#### **5. Outcome Oriented Research-Based Interventions**

When a student's progress indicates a difficulty, teachers should determine what scientifically, research-based interventions and instruction matches the student's need. . These interventions may include, for example, and intensive "double dose" or instruction or a different instructional method. Resources, curricula, and interventions must be available across the academic domains. Collaborative relationship between staff members is needed to develop, implement, and monitor the intervention with adequate amount of intensity and fidelity.

Written intervention plans should delineate:

- A description of the specific intervention being used (scientific, research-based intervention)
- The duration of the intervention (8-12 weeks, 30 minutes/day)
- The schedule and setting of the intervention
- The people who are responsible for implementing the intervention
- Measurable outcomes which can be used to make data-based adjustments as needed during the intervention process
- A description of the skill measurement and recording techniques
- A progress monitoring schedule (e.g. once/week) and results in quantitative data

#### **6. Ongoing Progress Monitoring and Systematic Data-Based Decision Making**

Progress is monitored towards an observable, measurable, and ambitious goal for 8-12 weeks. During this time, data can be collected from multiple methods of progress monitoring, such as curriculum-based, functional, or classroom assessments. The method of collecting this data must be reliable, valid, and include sufficient alternate forms and criteria needed for judging the adequacy of progress. The data and progress are graphed and viewed regularly. Data decision rules are used to evaluate the effectiveness of interventions and determine when modifications to interventions are needed. To determine whether an intervention is effective and to make any modifications to it, teachers must frequently and continually monitor progress by collecting data. Data is regularly analyzed to make decisions regarding student progress toward measurable goals allowing for changes in strategies, methods, and interventions as needed. The data will provide a cumulative record of the student's response to the intervention. Your district (school) can review the data to determine whether a student is responding to the intervention. If not, then the student may be referred for special education services.

For resources on response to intervention:

[The RtI Guide: Developing and Implementing a Model in Your Schools](#), McCook, John E. 2006, LRP Publications

## **Service Delivery for the Comprehensive Autism Program**

Santa Clara County SELPA II's Comprehensive Autism Program (CAP) utilizes Applied Behavioral Analysis (ABA) framework to serve students with autism. Utilizing a range of ABA strategies and techniques CAP focuses on new skill acquisition to replace and shape maladaptive behaviors into appropriate social skills and learning behaviors.

Our main goal is to provide each child with autism the necessary supports to receive educational benefit.

ABA principles guide instruction so that all students are systematically taught using: a high rate of reinforcement, a break-down of complex skills into small teachable tasks, multiple opportunities for practice and feedback, a hierarchy of prompts faded quickly and a highly individualized supervised program.

CAP services change to meet the evolving developmental needs of children with autism. In the early intervention years, teaching concentrates on imitation, communication, and attention. As children age into their primary years, the focus shifts to developing play and appropriate social interactions.

The continuum of services includes from least restrictive to most restrictive include:

### **CONSULTATIVE SERVICES**

Indirect services include consultation between teacher/staff and CAP supervisor, staff training, and/or parent training. CAP supervisors can assist in the design and implementation of student specific behavior support plans. CAP supervisors can also support classroom staff with recommended environmental modifications to support the student.

### **SMALL GROUP SERVICES**

Small group behavior intervention services are comprised of 2 or more students working with a tutor utilizing behavior analysis principles to teach skills and reduce behaviors that are interfering with learning.

### **INDIVIDUAL BEHAVIOR INTERVENTION SERVICES**

Individual behavior intervention services consist of one tutor working with one student to teach new skills and reduce behavior problems.

The Comprehensive Autism Program consists of highly educated and trained individuals including Manager/Director, Supervisors, Lead Tutor, and Tutors.

Each team member receives ongoing supervision and training in evidence-based practices in autism including: ABA methodology, naturalistic and incidental teaching, social skills facilitation, communication and language interventions, structuring the environment, generalization and maintenance of skills, and meaningful data collection.

**SANTA CLARA COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA (SELPA) II  
COMPREHENSIVE AUTISM PROGRAM  
POLICIES AND PROCEDURES**

## 1. ROLES AND RESPONSIBILITIES

**Tutors** are highly trained direct service providers implementing behaviorally based programs/interventions for students found eligible for services within the Comprehensive Autism Program (CAP). All tutors must possess a minimum of a high school degree, although college level coursework in the fields of education and psychology is desirable.

**Tutors** are responsible for:

- Implementing the designed lessons for the students
- Participating in CAP team meetings (as requested by supervisor) by demonstrating lessons, asking questions and providing feedback to the supervisors
- Informing the parents when materials need to be replenished
- Taking accurate data on lessons, behaviors and other skills as required by the supervisor
- Completing additional clerical work related to the program as assigned by the supervisor
- Maintaining consistent and on-time attendance at all scheduled shifts
- Keeping all work environments neat and orderly
- Completing student therapy logs/sign in sheets
- Attending all required trainings
- Assisting with student toileting/personal hygiene as needed
- Maintaining student confidentiality
- Maintaining professionalism
- Substituting as assigned

Tutors must follow the student's program as outlined in the program binder and all changes must be approved by the supervisor. Tutors are encouraged to be creative in the type of positive reinforcement they use with the student and when working on functional skill programs. Tutors will also be responsible for additional job responsibilities as assigned by supervisor.

**Lead Tutors** are highly trained direct service providers with prior experience working with students with autism spectrum disorders.

**Lead Tutors** are responsible for:

- Following the above mentioned tutor responsibilities
- Overlapping with tutors (providing additional hands-on training)
- Meeting with the supervisor
- Updating student's binders

**Program Supervisors** are individuals with an educational background (a minimum of a Bachelor's degree) in the field of education and/or psychology. The Program Supervisors create and oversee the implementation of the individualized program for assigned students.

**Program Supervisors** are responsible for:

- Developing individualized behaviorally based programs/interventions; writing behavior support plans
- Supervising and monitoring the student's program on a weekly basis
- Analyzing student data to update student/program needs
- Evaluating tutor performance and provide feedback to director/manager
- Reporting student progress on progress reports and during IEPs
- Training new tutors and additional training as assigned by director/manager
- Collaborating with the IEP team members and participating in IEP team meetings
- Assisting with the development and maintenance of student schedules
- Conducting regular CAP team meetings
- Communicating with parents regarding student's CAP services
- Maintaining CAP accountability
- Conducting classroom observations
- Meeting regularly with classroom teacher to ensure program consistency
- Scheduling students' CAP services

**\*\*Please note: CAP supervisors are not the student's case manager; his/her teacher is the case manager. Any issues or concerns not directly related to CAP service should be directed to the teacher.**

**CAP Directors/Managers** are individuals with a Master's Degree in education and/or psychology and are responsible for the overall administration of CAP services.

**CAP Directors/Managers** are responsible for:

- All assigned supervisor duties
- Coordinating curriculum/program development for students eligible for CAP
- Assessing student eligibility for entry into CAP
- Training CAP supervisors, tutors, additional staff
- Supervising and evaluating all CAP staff
- Managing CAP staff and student schedules
- Maintaining current knowledge of evidence-based practices for students with autism spectrum disorders
- Recruiting, hiring and providing necessary support to retain qualified staff
- Fostering positive, professional relationships between all CAP employees and parents
- Training parents

- Providing clinical supervision across all CAP services

**Parents – For School-Only Programs** – Parents are responsible for:

- Ensuring students attend school and CAP sessions consistently and on-time
- Notifying program supervisor/secretary as soon as possible that the student is sick or will not be attending session
- Communicating with transportation if the student is sick or the session is cancelled
- Providing necessary teaching materials and reinforcers as specified by the supervisor (unless prior arrangements have been made with the supervisor)
- Attending CAP team meetings and parent trainings
- Implementing CAP recommendations for on-going generalization in the home environment
- Taking data if requested by the supervisor
- Communicating program concerns to supervisor/director/manager in a timely manner

**Parents – For In-Home Programs (Sunnyvale Only)** – Parents are responsible for:

- Ensuring a responsible adult, age 18 or older, is present in the home for the duration of the session (in the event the adult needs to leave, the session will be terminated)
- Ensuring their child is awake, dressed and ready for the session
- Providing necessary teaching materials and reinforcers as specified by the supervisor (unless prior arrangements have been made with the supervisor)
- Notifying all tutors and supervisor/secretary scheduled for the day if their student is sick as soon as possible
- Attending CAP team meetings and parent training
- Implementing CAP recommendations for on-going generalization in the home environment
- Taking data if requested by the supervisor
- Maintaining confidentiality and professionalism with all CAP staff
- Communicating program concerns to supervisor/director/manager in a timely manner
- Maintaining a healthy and safe work environment for student and CAP staff in accordance with U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) requirements including
  - Smoke-free
  - Appropriate temperature control
  - Clean, functional bathroom
  - Distraction/clutter free work area

- Adequate lighting
- Clean carpets, floors and work surfaces
- Pets should be kept in a separate area during session
- Providing adequate homeowners'/renter's insurance of at least \$300,000.00 per occurrence throughout the duration of the home program implementation. This is not required by statute or regulation. It is recommended that you seek the advice of an insurance agent or broker to ensure compliance. Inability of parents/caregivers to provide insurance coverage will not prevent implementation of the agreed upon plan.

## 2. SCHEDULING

Schedules will be made by the CAP supervisors per the annual district calendars for student days. The goal of the scheduling is to provide all students with the number of hours as written in their IEP. Due to the intensity of CAP services and the complexity of the scheduling situation, CAP supervisors can not accommodate individual student schedules or requests for specific programming times (with exception to their district classroom placement). **Tutors are available to work with your student during normal working hours (8:00am-5:00pm). In the event that the student is not available during these times (with the exception of being in school) then these hours cannot be counted as makeup hours.**

Supervisors may modify the student's schedule throughout the year. Prior notice will be given to the parents.

Parents and tutors may not request to work with certain students/tutors. Schedules are made solely on the basis of student and tutor availability in order to maximize all hours.

All sessions are expected to start and end on time. For in-home programs, the tutors will only wait outside for 10 minutes before they will leave. This session will be considered cancelled by the parent and not made up.

## 3. CANCELLATIONS

### **Session Cancellation by Tutors:**

- a. Tutors are expected to call the child's parent/teacher/secretary depending on where the session is to take place. It is the tutor's responsibility to know all the family's/school phone numbers once assigned to a case.
- b. Notify the supervisor of the cancellation and the reason for the absence.
- c. Provide necessary paperwork/call system as required by district and/or agency.
- d. If a substitute is available, the secretary or supervisor will contact the parent/teacher.
- e. Every attempt should be made to make-up missed sessions within a reasonable amount of time.

- f. Keep absences to a minimum. If absences begin to be a problem, a meeting will be scheduled between the tutor and the supervisor to attempt to resolve any issues.

**Session Cancellation by Parents:**

- g. **Call the tutor/secretary** as soon as possible to let them know the session will be cancelled.
- h. If you cannot get a hold of the tutor, call the program supervisor.
- i. Call the program supervisor if they are planning to come out on a scheduled visit.
- j. Make-up hours will not be provided for parent-cancelled sessions.

**\*\*\*NOTE: If a student does not attend school, they will not receive CAP services that day.**

**Make Up Hours:** If a student has accrued make up hours due to tutor illness, tutor cancellation or if there was a lack of tutor availability, they can be made up during school breaks, in-service days, or other times as agreed to by the supervisor and parents.

**4. PROFESSIONALISM**

- Confidentiality is of utmost importance for all students. No one is permitted to discuss the name of one student in the presence of another parent or in another student's home. Parents are not permitted to ask tutors or supervisors about other students. It is expected that both parents and tutors maintain a professional relationship. If at any point, the professionalism of their relationship is in question, a meeting will be held with the supervisor to discuss whether or not the therapist needs to be removed from the case.



- **Appropriate Attire for Tutors**
  - Comfortable and professional
  - Long hair should be pulled back
  - Long or hoop earrings/piercings are not recommended
  - Closed toe shoes are recommended
  - Perfume and/or scented lotion should not be worn
- **Cell Phone** – Cells phones should be turned off during sessions.

#### 5. VIDEOTAPING

The use of videotaping or any electronic recording devices is not permitted. (EC 51512, 78907)

**Please sign below to acknowledge that you have read and agree to understand the policy and procedures as outlined above.**

**Student's Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_/\_\_\_/\_\_\_

Approved by SELPA II Executive Council

5/23/08

SANTA CLARA COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA (SELPA II)  
COMPREHENSIVE AUTISM PROGRAM  
ENTRANCE AND EXIT GUIDELINES

Entrance into the Comprehensive Autism Program (CAP) begins with an Assessment Plan. Once agreed to by the IEP team, an assessment by the Comprehensive Autism Program Director/Manager will commence to allow the IEP Team to determine whether services through the CAP are needed to meet the student's unique needs and for the student to continue to receive some educational benefit. Below is a continuum of services from least restrictive to most restrictive.

Acceptance into the Comprehensive Autism Program does not guarantee that a child will achieve independence in a general education setting.

### **CONSULTATIVE SERVICES**

Indirect services include consultation between teacher/staff and CAP supervisor, staff training, and/or parent training. CAP supervisors can assist in the design and implementation of student specific behavior support plans. CAP supervisors can also support classroom staff with recommended environmental modifications to support the student.

#### Entry into Consultative Services

1. Student must be pre-school through elementary age
2. Student must be eligible for special education under the criteria of autism
3. Student must be able to benefit from a structure in which the student would learn novel skills in a small group environment
4. Student's area of need must include behaviors that interfere with learning
5. IEP team has determined that the appropriate level of behavioral support is indirect services

### **SMALL GROUP SERVICES**

Small group behavior intervention services are comprised of 2 or more students working with a tutor utilizing behavior analysis principles to teach skills and reduce behaviors that are interfering with learning.

#### Entry into Small Group Behavior intervention services

1. Student must be pre-school through elementary age
2. Student must be eligible for special education under the criteria of autism
3. Student must be able to benefit from a structure in which the student would learn in a small group (i.e. sit in close proximity to other students, communicate with words and gestures, remain seated)
4. Student shows mastery of 80% of designated skills in the CAP assessment (PART I)

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5. Student's needs allow him/her to participate in behavior intervention services, in that the student has no chronic medical, motor or sensory-deficits that would preclude participation.
6. Behavior minimally impedes the learning of themselves or others
7. IEP team has determined that the student continues to require additional behavior intervention services in order to receive some educational benefit

### **INDIVIDUAL BEHAVIOR INTERVENTION SERVICES**

Individual behavior intervention services consist of one tutor working with one student to teach new skills and reduce behavior problems.

Entry into Individual Behavior Intervention Services:

1. Student must be between 36-60 months of age unless determined otherwise by the IEP Team.
2. Student must be eligible for special education under the criteria of autism
3. Student must show demonstrated assessed need for additional intensive behavior intervention services
4. IEP team and CAP assessment team have determined that the student has the potential to benefit from behavior intervention services by assessing his/her:
  - intellectual and adaptive abilities
  - oral language
  - interest in the environment (e.g. toys, people, seeking of potential reinforcers)
  - severity of self-stimulatory behaviors
5. Student's needs allow him/her to participate in behavior intervention services, in that the student has no chronic medical, motor or sensory-deficits that would preclude such participation.
6. Family environment supports intensive behavior intervention services.(See Policy and Procedures)
7. Student's areas of need include behaviors that adversely affect educational performance
8. Student's IEP documents a lack of progress towards goals
9. Student is concurrently participating in an intensive special education program unless otherwise determined by the IEP Team.
10. Student's IEP Team determines that this level of services is necessary for the student.

Exit from the Comprehensive Autism Program typically consists of a fading of services or a moving of services from a more restrictive level to a less restrictive level.

Exit from Consultative Services

1. The student's behavior no longer impedes learning at a rate that is comparable to same-age peers or;

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2. The student demonstrates the ability to learn novel skills in a group environment or;
3. The student is generalizing skills across people, environments and activities or;
4. The student's IEP Team determines that such services are no longer appropriate as the student has not made adequate progress.

Exit from Small Group Services

1. Student can learn novel skills in a small group environment or;
2. Student's behaviors do not require direct services to benefit from classroom instruction; or
3. The student has met the criteria to move to a less restrictive level of services (Consultative Services)

Exit from Individual Intervention Services

1. The IEP Team determines the student is no longer receiving educational benefit from such services.
2. The family no longer supports an intensive behavior intervention program; or
3. The student has met the criteria to move to a less restrictive level of services (consultative or small group services)
4. The student's IEP Team determines that the student no longer requires such services.




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## Curriculum-Based Measurement: A Best Practice Guide

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By Lynn Fuchs & Doug Fuchs  
Vanderbilt University

This handout focuses on a data-based model of progress monitoring known as curriculum based measurement (CBM). CBM is a set of assessment methods for keeping track of how well students are learning basic skills. Using CBM, teachers assess students' academic performance on a regular basis (e.g., weekly or monthly) with very brief, simple tests. Teachers use the results for two purposes: (a) to determine whether children are profiting appropriately from the typical instructional program, and (b) to build more effective programs for the children who do not benefit adequately from typical instruction.

While there are many unpublished approaches to curriculum-based assessment developed by local districts, well-established CBM procedures are available in pre-reading, reading spelling, mathematics, and written expression at grades 1-6; some procedures have also been developed for kindergarten and middle school. More than 200 studies published in peer-review journals (a) provide evidence of CBM's reliability and validity for assessing development of competence in reading, spelling, mathematics, and written expression, (b) document CBM's capacity to help teachers improve student outcomes at the elementary grades.

### CBM vs Mastery Measurement

Most classroom assessment relies on mastery measurement. With mastery measurement teachers test for mastery of a single skill and, after mastery is demonstrated, they assess mastery of the next skill in a sequence. So, at different times of the school year, different skills are assessed. Because the nature and difficulty of these tests keep changing with successive mastery, test scores from different times during the school cannot be compared (e.g., scores earned in September cannot be compared to scores earned in November or February or May). This makes it impossible to quantify or describe rates of progress. Furthermore, mastery measurement has unknown reliability and validity, and it fails to provide information about whether students are maintaining previously mastered skills.

CBM avoids these problems because, instead of measuring mastery of a series of single,

short-term objectives, each CBM test can be designed to assess *all the different skills* covered in the annual curriculum. With CBM, each weekly test samples the many skills in the annual curriculum so that each weekly test is an alternate form (with different test items, but of equivalent difficulty). So, in September, a CBM mathematics test assesses of the computation, money, graphs/charts, and problem-solving skills to be covered during the entire year. The CBM test administered in November or February or May samples the annual curriculum in exactly the same way (but with different items). Therefore, scores earned at different times during the school year can be compared to determine whether students are gaining competence.

CBM also differs from mastery measurement because it is *standardized*; that is, the progress-monitoring procedures for creating tests, for administering and scoring those tests, and for summarizing and interpreting the resulting test scores are prescribed. By relying on standardized methods and by sampling the annual curriculum on every test, CBM produces a broad range of scores across individuals of the same grade level. Research indicates that the rank ordering of students on CBM corresponds with rank orderings on other important criteria of student competence. For example, students who score high (or low) on CBM are the same students who score high (or low) on the annual state standards tests. For these reasons, CBM demonstrates strong reliability and validity. At the same time, because each CBM test assesses the many skills embedded in the annual curriculum, CBM yields descriptions of students' strengths and weaknesses on each of the many skills contained in the curriculum. These skills profiles also demonstrate good reliability and validity.

### Key Methods

The following validated CBM measures are available (see resources below). Practitioners select among measures to match the goals appropriate for individual students, for the school's curriculum, and for the student's grade level.

#### *Pre-reading measures*

- *Phoneme segmentation fluency*: For 1 minute, the examiner says words; in response to each word, the child says the sounds that constitute the word.
- *Letter sound fluency*: The examiner presents the student with a sheet of paper showing the 26 lower case letters displayed in random order; the student has 1 minute to say the sound identified with each letter.
- *Letter name fluency*: The examiner presents the student with a sheet of paper showing the 26 lower case letters displayed in random order; the student has 1 minute to name as many letters as possible.
- *Nonsense word fluency*: The examiner presents the student with a sheet of paper showing three columns of closed vowel pseudo words (e.g., *tup*); the student has 1 minute to say the sounds in the pseudo words or to blend the sounds together into pseudo words. The score is the correct number of sounds, with 3 sounds awarded each correctly read pseudo word.

#### *Reading measures*

- *Oral reading fluency*: The examiner presents the student with a passage of the difficulty expected for year-end competence; the student reads aloud for 1 minute. The score is the number of words read correctly.
- *Maze fluency*: The examiner presents the student with a passage of the difficulty expected for year-end competence for 2.5 minutes; from this passage, every seven

word has been deleted and replaced with three possible choices. The student reads the passage while selecting the meaningful choice for every seventh word; the score is the number of correct replacements.

### *Mathematics measures*

- *Computation*: The examiner presents the student with 25 items systematically sampling the problems covered in the annual curriculum (adding, subtracting, multiplying, dividing whole numbers, fractions, and decimals, depending on grade); the student has a fixed time (ranging from 1 to 6 minutes, depending on grade) to write answers. The score is the number of correct digits written in answers.
- *Concepts and applications*: The examiner presents the student with 25 items systematically sampling the problems covered in the annual curriculum (measurement, money, charts/graphs, problem solving, numeration, number concepts); the student has a fixed time (ranging from 5 to 10 minutes, depending on grade) to write answers. The score is the number of correct answers written.

### *Spelling measure*

- Each test comprises 20 words randomly sampled from the pool of words expected mastery during the year; the examiner dictates a word for the student to spell on paper; the next item is presented after the student completes his/her spelling or after 10 seconds, whichever occurs sooner; the test lasts 2 minutes. The score is the number of correct letter sequences (pairs of letters) spelled correctly.

### *Written expression measure*

- In response to a story starter, the student writes text for 3-5 minutes. The score is the number of correct word sequences (pairs of words that are grammatically and semantically correct and are spelled correctly).

## Using the Measures

CBM produces two kinds of information. The *overall CBM score* (i.e., total score on the test) is a global indicator of competence. The *CBM skills profile* describes strengths and weaknesses on the various skills assessed on each CBM test.

*Overall score.* Teachers use the overall CBM score in three ways. First, teachers use overall CBM scores in *universal screening* to identify students in need of additional or different forms of instruction. For example, CBM can be administered to all students in a class, school, or district at one point in time (e.g., October or January). Then, children in need of additional attention are identified using (a) normative standards (i.e., identifying students who score low compared to other students in the class, school, or nation) or (b) CBM benchmarks (i.e., identifying students whose scores fall below a specific cut-point that predicts future success on state tests).

*Graphing progress.* The second way teachers use overall CBM scores is to *monitor students' development of academic competence*. That is, students are measured weekly or monthly, with each student's CBM scores graphed against time. This graph shows the student's progress toward achieving competence on the annual curriculum. If the graphed scores are going up, then the student is developing competence in the annual curriculum; if the scores are flat, then the student is failing to benefit from the instructional program.

The rate of weekly improvement is quantified as “slope.” Research provides estimates of the amount of CBM progress (or slope) students typically make. So, a teacher can compare the slope of her/his own class to the slope of large numbers of typically developing students to determine whether his/her instructional program is generally successful or requires adjustment. Teachers can also examine the slopes of individual students to determine which children are failing to make the amount of progress that other children in the class (or nation) are demonstrating and therefore require additional help.

**Improve instruction.** The third way teachers use overall CBM scores is to *improve instructional programs*. For students who are failing to profit from the standard instructional program (as demonstrated via universal CBM screening or via inadequate C progress-monitoring slopes), teachers use CBM to “experiment” with different instructional components. As teachers adjust instructional programs, in an attempt to enhance academic progress for these children, the teachers continue to collect CBM data. They then compare CBM slopes for different instructional components to identify which components optimize academic growth. In this way, teachers use CBM to build effective programs for otherwise difficult-to-teach children.

**CBM skills profiles.** Teachers use the CBM skills profiles to identify which skills in the annual curriculum require additional instruction and which students are experiencing problems with maintaining skills after initial mastery was demonstrated. This kind of information can be accessed via CBM because every test assesses every skill covered in the annual curriculum. So, mastery status on every skill can be described directly from each CBM test.

### Implications for Practice

- Teachers should use CBM to monitor student progress in pre-reading, reading, spelling, mathematics, and written expression using standardized progress.
- Teachers should use CBM to identify students in need of additional or different forms of instruction.
- For students who do not respond adequately to the standard instructional program teachers should use graphed analyses of CBM scores to insure ambitious goals and identify instructional components that result in improved learning for otherwise difficult-to-teach students.
- Teachers should use CBM skills profiles to formulate strong instructional programs to effect better student outcomes.

### Resources and CBM Materials

Deno, S.L., & Fuchs, L.S. (1987). Developing curriculum-based measurement systems for data-based special education problem solving. *Focus on Exceptional Children*, 19(8), 1-11.

Fuchs, L.S., & Deno, S.L. (1991). Paradigmatic distinctions between instructionally relevant measurement models. *Exceptional Children*, 57, 488-501.

Fuchs, L.S., Fuchs, D., Hamlett, C.L., Walz, L., & Germann, G. (1993). Formative evaluation of academic progress: How much growth can we expect? *School Psychology Review*, 22, 48.

Shinn, M.R. (Ed.). (1989). *Curriculum-based measurement: Assessing special children*. 1. York: Guilford. ISBN 0-89862-231-X



For information on obtaining CBM reading passages, view these URLs or make e-mail contact:

- (1) [www.readingprogress.com](http://www.readingprogress.com) (18 alternate passages at each grade for grades 1-2, 3, 4, and 5);
- (2) [dlspeece@wam.umd.edu](mailto:dlspeece@wam.umd.edu) (15 alternate passages at each grade for grades 1, 2, 3, and 4);
- (3) [lynn.fuchs@vanderbilt.edu](mailto:lynn.fuchs@vanderbilt.edu) (30 alternate forms at each grade for grades 1, 2, 3, 4, 6, and 7);
- (4) <http://dibels.uoregon.edu> (DIBELS; 9 alternate passages at each grade for grades 1 and 3);
- (5) [www.edformation.com](http://www.edformation.com) (30 alternate passages at each grade for grades 1, 2, 3, 4, 5, 7, and 8).

For information on computer-administered/scored math CBM, see:

[www.mhdigitallearning.com](http://www.mhdigitallearning.com)

For information on computer-administered/scored reading CBM, contact:

[lynn.fuchs@vanderbilt.edu](mailto:lynn.fuchs@vanderbilt.edu)

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## *Educational Benefit Checklist*

STUDENT \_\_\_\_\_

IEP DATE \_\_\_\_\_

### **IDENTIFYING INFORMATION**

- Is all of the information complete and correct?
- How will the manager of the school MIS system be informed of any changes?
- Does the IEP clearly specify the child's disability(s)?
- Did the IEP team identify how the child's disability affects his or her involvement and progress in the general curriculum or participation in appropriate activities for the preschool child?

### **TRANSITION**

- Is the transition plan developed in accordance with the student's post-school preferences, interests, and goals?
- Are there measurable postsecondary goals, based on age appropriate transition assessments, that address education/training, employment, and where appropriate, independent living skills?
- Are appropriate transition services (including courses of study) and responsible persons/agencies specified?
- Are the transition services designed to be within a results-oriented process that is focused on improving academic and functional achievement of the student?
- Are additional vocational and/or transition assessments required?
- Is the transition plan designed to facilitate the student's movement from school to post-school activities, including postsecondary education, vocational education, integrated employment, continuing and adult education, adult services, independent living and community participation?

### **PRESENT LEVELS OF ACADEMIC ACHIEVEMENT AND FUNCTIONAL PERFORMANCE**

- Are the student's strengths, preferences, and interests clearly identified?
- Are the concerns of the parent identified?
- Are all sections of the Present Levels of Academic Achievement and Functional Performance addressed, including documentation of "no concerns noted at this time?"
- Does this clearly reflect the student's performance in the educational setting?
- Do the Present Levels of Academic Achievement and Functional Performance reflect all needs identified in the assessments?

### **SPECIAL FACTORS**

- Has the IEP Team addressed all the special considerations the student may require?
- Does the student demonstrate behavior(s) that impede learning, and if so, how will positive behavior interventions, strategies, and supports be provided?
- Does the IEP Team agree on the areas of need to be addressed in goals as identified in the Present Levels of Academic Achievement and Functional Performance and in Special Factors?
- Is participation on state and districtwide assessments, including accommodations and modifications, in accordance with state guidelines?
- Are alternate assessment(s), including the reasons, clearly noted if required?

**GOALS, INCLUDING BENCHMARKS OR OBJECTIVES (AS APPROPRIATE)**

- Are there goals and objectives/benchmarks (if appropriate) for each area of need and vice versa?
- Are the goals and objectives/benchmarks measurable?
- Do the goals and objectives/benchmarks enable the student to be involved/progress in the general curriculum?
- Are all other educational needs resulting from the disability addressed?
- If the student is an English Learner, are the goals and objectives/benchmarks linguistically appropriate?
- Is the person(s) identified who is primarily responsible for implementing the goals and objectives/benchmarks, and monitoring progress?

**SPECIAL EDUCATION AND RELATED SERVICES**

- Was the determination of the appropriate supplementary aids and services, and special education and related services completed after the goals were finalized?
- Are the appropriate services identified to support progress toward all goals including: progress in the general curriculum, participation in extracurricular activities, and other nonacademic activities?
- Are the special education, related services, and supplementary aids and services based on peer-reviewed research to the extent practicable?
- Are the start/end dates, provider, frequency, duration, and location specified for supplementary aids and services as well as special education and related services?

**EDUCATIONAL SETTING**

- Is there a clear description of the location of services, including why some services may not be provided at the child's school of residence, if appropriate?
- Is there a clear description of the amount of time the student is outside the general education environment, including an explanation of why the student will not participate in general education for all or part of the day?
- If appropriate, are the activities clearly identified to support transition from preschool to kindergarten, from special education and/or NPS to general education, 8<sup>th</sup>-9<sup>th</sup> grade, etc?
- If appropriate, is the graduation plan identified for students Grade 8 or higher?

**SIGNATURES**

- Did all IEP Meeting participants sign and date, if required?
- Do the parent(s) consent to all components of the IEP?
- If not, are areas of agreement and/or disagreement clearly specified?
- Are the next steps identified for reaching resolution, if appropriate?

**IEP TEAM MEETING COMMENTS**

- Is this information a summary of the meeting?
- Does everyone agree that the information accurately reflects what was discussed and the agreements that were made?
- Are next steps clearly identified, including individuals responsible, if needed?



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### California Assembly Bill 167 (2010)

Pursuant to California Assembly Bill 167 (2010), schools are required to exempt a pupil in foster care from all coursework and other requirements adopted by the governing board of the district that are in addition to the statewide coursework requirements if the pupil, while he or she is in grade 11 or 12, transfers to the district from another school district or between high schools with the district, unless the district makes a finding that the pupil is reasonable able to complete the additional requirements in time to graduate from high school while he or she remains eligible for foster care benefits pursuant to state law. The bill requires a school district to notify a pupil in foster care who is granted exemption, and, as appropriate, the person holding the right to make educational decisions for the pupil, if any of the requirements that are waived will affect the pupil's ability to gain admission to a postsecondary education institution, and to provide information about transfer opportunities available through the California Community Colleges.

It is therefore the intent of the Legislature in enacting this act that foster children who transition to a new school district in their junior or senior year of high school only be required to meet state standards for graduation. Section 51225.3 of the Education Code is amended to read as follows: (a) A pupil shall complete all of the following while in grades 9 to 12, inclusive, in order to receive a diploma of graduation from high school:

(1) At least the following numbers of courses in the subjects specified, each course having a duration of one year, unless otherwise specified:

- (A) Three courses in English.
- (B) Two courses in mathematics.
- (C) Two courses in science, including biological and physical sciences.
- (D) Three courses in social studies, including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics.
- (E) One course in visual or performing arts or foreign language. For the purposes of satisfying the requirement specified in this subparagraph, a course in American Sign Language shall be deemed a course in foreign language.
- (F) Two courses in physical education, unless the pupil has been exempted pursuant to the provisions of this code.

*ENSURING EDUCATIONAL RIGHTS AND STABILITY FOR FOSTER YOUTH --*  
**AB 490 SUMMARY**

Effective January 1, 2004, AB 490 (Steinberg), Chapter 862, imposes new duties and rights related to the education of dependents and wards in foster care. The Act's key provisions are as follows:

- ❑ Establishes legislative intent that foster youth are ensured access to the **same opportunities** to meet academic achievement standards to which all students are held, maintain stable school placements, be placed in the least restrictive educational placement and, have access to the same academic resources, services and extracurricular and enrichment activities as all other children. Makes clear that **education and school placement decisions** are to be dictated by the **best interest** of the child.
- ❑ Creates **school stability** for foster children by allowing them to remain in their school of origin for the duration of the school year when their **placement changes** and remaining in the same school is in the child's best interests.
- ❑ Requires county placing agencies to promote educational stability by considering in **placement decisions** the child's school attendance area.
- ❑ Requires Local Educational Agencies (LEAs) to designate a staff person as a **foster care education liaison** to ensure proper placement, transfer and enrollment in school for foster youth.
- ❑ Makes LEAs and county social workers or probation officers jointly responsible for the **timely transfer of students** and their **records** when a change of schools occurs.
- ❑ Requires that a **comprehensive public school** be considered as the first **school placement option** for foster youth.
- ❑ Provides that a foster child has the right to remain enrolled in and attend his/her school of origin pending resolution of school placement **disputes**.
- ❑ Allows a foster child to be **immediately enrolled** in school even if all typically required school records, immunizations, or school uniforms are not available.
- ❑ Requires an LEA to deliver the pupil's **education information and records** to the next educational placement within 2 days of receiving a transfer request from a county placing agency.
- ❑ Requires school districts to calculate and accept **credit for full or partial coursework** satisfactorily completed by the student and earned while attending a public school, juvenile court school or nonpublic, nonsectarian school.
- ❑ Authorizes the **release of educational records** of foster youth to the county placing agency, for purpose of compliance with WIC 16010, case management responsibilities required by the Juvenile Court or law, or to assist with transfer or enrollment of a pupil.
- ❑ Ensures that foster youth will not be penalized for **absences** due to placement changes, court appearances, or related court ordered activities.

## McKinney-Vento Homeless Act

Under this Act, children who are homeless have right to immediate enrollment in school if any of the following conditions apply:

- Uncertain housing
- A temporary address
- No permanent physical address

Students are guaranteed enrollment in school by the federal McKinney-Vento Act and California state law if they live:

- In a shelter (family, domestic violence, or youth shelter or transitional living program)
- In a motel, hotel, or weekly rate housing
- In a house or apartment with more than one family because of economic hardship or loss
- In an abandoned building, in a car, at a campground, or on the street
- In temporary foster care or with an adult who is not your parent or guardian
- In substandard housing (without electricity, water, or heat)
- With friends or family because you are a runaway or an unaccompanied youth

If any of the above conditions apply the school must enroll in or allow the child to attend school if they live under any of these conditions, they do NOT need to provide:

- Proof of residency
- Immunization records or tuberculosis skin-test results
- School records
- Legal guardianship papers

They may:

Participate fully in all school activities and programs for which they are eligible.

Continue to attend the school in which they were last enrolled even if they have moved away from that school's attendance zone or district.

Receive transportation from their current residence back to their school of origin.

Qualify automatically for child nutrition programs (free and reduced-price lunches and other district food programs).

Contact the district liaison to resolve any disputes that arise during the enrollment process.

# Administrator

## You Can Support the Access and Success of Children and Youth Experiencing Homelessness in School

- Be familiar with common characteristics of children who are homeless. Common signals are attendance at several schools, poor hygiene, gaps in learning, transportation problems, poor health and nutrition, and a lack of preparedness for class.
- Welcome the student and the family, and let them know that the school is a safe and secure place.
- Make sure the child enrolls in the free and reduced-price meal programs.
- Ensure that the student has every opportunity that a non-homeless student has for after-school activities and in-school programs.
- Let parents know of their child's educational rights.
- Know your attendance zone, visit shelters to make contact with the shelter director, and reinforce that students will find the school safe and supportive.
- Hold school meetings, such as the PTA meeting, in neighborhood centers to increase accessibility to school events.
- Provide city bus tokens to get parents to school for conferences, school events, or PTA meetings.
- Encourage parents to volunteer. Discuss their interests and offer suggestions that allow them to use their expertise. Many parents will help if invited to do so.
- Support the school staff as they work with the student.
- Contact the school district homeless liaison for additional support.
- Show that you care about the student!

*This tip sheet was adapted from Illinois, North Carolina, Texas, and Virginia Departments of Education and the National Center for Homeless Education documents.*





# Guidance Counselor

## You Can Support the Access and Success of Children and Youth Experiencing Homelessness in School

- Be familiar with common characteristics of children who are homeless. Common signals are attendance at several schools, poor hygiene, gaps in learning, transportation problems, poor health and nutrition, and a lack of preparedness for class.
- Introduce yourself as someone who works as an advocate for the child's success in school.
- Arrange a follow-up meeting with parents a couple of weeks after enrollment.
- Ask if the child participated in any after-school activities or had special classes at a previous school, then work to connect the child with similar resources if they are available.
- Make sure the child enrolls in the free and reduced-price meal programs.
- Ensure that the student has every opportunity that a non-homeless student has for after-school activities and in-school programs.
- Let parents know of their child's educational rights.
- Know your attendance zone, visit shelters to make contact with the shelter director, and reinforce that students will find the school safe and supportive.
- Offer support for the physiological needs of the student (food, clothing) as well as the social/emotional needs (safety, security, and belonging).
- Train peer buddies to orient students to the school.
- Show that you care about the student!

*This tip sheet was adapted from Illinois, North Carolina, Texas, and Virginia Departments of Education and the National Center for Homeless Education documents.*



# School Nurse

## You Can Support the Access and Success of Children and Youth Experiencing Homelessness in School

- Be familiar with common characteristics of children who are homeless so you can recognize them. Common signals are attendance at several schools, poor hygiene, transportation problems, and poor health and nutrition.
- Verify immunization records and, if needed, refer the student to the local health department.
- Observe and alert the principal to any serious medical concern.
- Ask about glasses; the child may need them but not have any.
- Make sure the child enrolls in the free and reduced-price meal programs.
- Assist parents with the completion of medical records.
- Remember that sending a sick child "home" may not be a safe or stable place for a child who is experiencing homelessness. Help families determine options for their children, if ill.
- Contact the school district homeless liaison so that additional services can be coordinated.
- Follow-up with children sent to obtain immunizations or physicals.
- Contact the parent or shelter if a child is absent for three or more days.
- Develop reliable, accessible resources for medical, dental, and eye care.
- Sponsor a PTA health night.
- Show that you care about the student!

*This tip sheet was adapted from Illinois, North Carolina, Texas, and Virginia Departments of Education and the National Center for Homeless Education documents.*



# Teacher

## Support Classroom Access and Success of Students Experiencing Homelessness

- Be familiar with common characteristics of children who are homeless, such as attendance at several schools, poor hygiene, gaps in learning, attendance and transportation problems, poor health and nutrition, and a lack of preparedness for class.
- Assist other students in being sensitive to stereotypes of homeless people.
- Adjust assignments so children not living in permanent settings can complete them. (Such children may not have a place to perform a science experiment or the resources to cut out an article for current events.)
- Make sure the child enrolls in the free and reduced-price meal programs.
- Ensure that the student has every opportunity that a non-homeless student has for after-school activities and in-school programs.
- Communicate with the parents about school performance.
- Connect the child with tutoring and remediation services, if needed.
- If you have a snack break, keep a store of snacks for students who don't bring one.
- Do not take away possessions. Students may need their "stuff" nearby for security.
- Hold the child accountable for what she or he can control (e.g., behavior or attitude) not what is not in the child's control (e.g., inability to watch a news program or purchase a poster board for a project).
- Before you receive a new student
  - ⊙ Prepare a list of your class routines and procedures.
  - ⊙ Prepare a new student file with information for parents and guardians.
  - ⊙ Maintain a supply of materials for students to use at school.
  - ⊙ Prepare a "getting-to-know-you" activity available for the class to do when a new student arrives.
  - ⊙ Have the class schedule visible.



# Teacher (continued)

## Support Classroom Access and Success of Students Experiencing Homelessness

- When a student enters the class
  - Introduce the student to the class.
  - Assign a class buddy to assist with routines.
  - Review the academic record and closely monitor the educational progress of the student.
- When a student leaves
  - Support the class and the student by discussing the move and having classmates write letters to the departing student.
  - Give the student a copy of the school's address so that letters can be written back either via e-mail or snail mail.
- Show that you care about the student!

*This tip sheet was adapted from Illinois, North Carolina, Texas, and Virginia Departments of Education and the National Center for Homeless Education documents.*



## **TRANSPORTATION FOR STUDENTS UNDER AB 490 OR MCKINNEY VENTO**

AB 490 does not require transportation for foster youth, it indicates the right to continue in school of origin if it's in the child's best interest, but does not mandate transportation. However, foster youth "awaiting placement" are legally homeless under McKinney Vento and are therefore eligible for transportation.

It is the responsibility of the district to adopt policies and procedures to ensure transportation is provided to and from the school of origin for those students who are in a shelter or temporary placement and awaiting a long-term placement. Transportation to and from the school of origin is to be provided if it is feasible and consistent with the wishes of the person holding educational rights and the student. The district is responsible to ensure that transportation is provided for the duration of the school year, even if the student moves from a shelter or temporary placement to a more permanent home. If two districts are involved, they must agree upon a method to apportion the cost and responsibility of transportation, or split it equally.

## GLOSSARY OF SPECIAL EDUCATION TERMINOLOGY

**"A Child with a Disability":** A student who has been properly evaluated in accordance with regulations who is found to have a disability which results in the need for special education and related services.

**Accommodations in State-Wide Assessment:** Changes in format, response, setting, timing or scheduling that do not alter in any significant way what the test measures or the comparability of scores.

**Adapted Physical Education (APE):** This related service is for students with disabilities who require developmental or corrective instruction.

**Administrative Law Judge (ALJ):** Independent Administrative Law Judges who preside over special education due process hearings in California.

**Administrative Unit (AU):** The responsible local education agency where the SELPA office is located and where the state and federal funding is allocated.

**Age of Majority:** Rights are transferred from the parent to the student on the student's 18<sup>th</sup> birthday. This must be addressed by the IEP team prior to the student reaching age 18.

**Alternate Curriculum:** The alternate curriculum is used for students with moderate to severe disabilities to access the seven core areas of the California State Frameworks

**American Reinvestment and Recovery Act (ARRA):** The American Recovery and Reinvestment Act is an effort to jumpstart the economy, save and create millions of jobs. The Act provides for unprecedented levels of transparency and accountability.

**Augmentative and Alternative Communication (AAC):** Communication by means other than speech

**Alternative Dispute Resolution (ADR):** ADR is an informal process for resolving conflicts between districts and parents of students with disabilities. San Mateo County SELPA's model consists of the following components: (a) Expanded IEP (b) Facilitated IEP, and (c) Solutions Conference.

**American with Disabilities Act (ADA):** This act prohibits discrimination of individuals based on disability. It requires public transportation services to be accessible to individuals with disabilities and prohibits discrimination in employment of qualified individuals with disabilities.

**Annual Yearly Progress (AYP):** Under NCLB, each State establishes a definition of "adequate yearly progress" (AYP) to use each year to determine the achievement of each school district and school. The new definition of AYP is diagnostic in nature, and intended to highlight where schools need improvement and should focus their resources.

**Applied Behavioral Analysis (ABA):** The design, implementation, and evaluation of systematic environmental modifications for the purpose of producing socially significant improvements in and understanding of human behavior based on the principles of behavior identified through the experimental analysis of behavior. It includes the identification of functional relationships between behavior and environments. It uses direct observation and measurement of behavior and environment. Contextual factors, establishing operations, antecedent stimuli, positive reinforcers, and other consequences are used, based on identified functional relationships with the environment, in order to produce practical behavior change.

**Assistive Technology Device:** Any item, piece of equipment, or product system that is used to increase, maintain, or improve the functional capabilities of a child with a disability.

**Behavior Intervention Case Manager (BICM):** A certificated person who has been trained in behavior analysis with an emphasis on positive behavior interventions.

**Behavior Intervention Plan (BIP):** Systematic implementation of procedures that result in lasting positive changes in a student's behavior.

**Board Certified Behavioral Analyst (BCBA):** The BCBA is responsible for the ongoing training of teachers/school personnel in the implementation of the school based treatment plan which focuses on social skills and/ or behavioral modification, dependent on the child's individual needs.

**California Alternate Performance Based Assessment (CAPA):** This is the alternate assessment for students who cannot participate on the CAT-6. This is for students with the most severe disabilities.

**California Assessment of Student Performance and Progress (CAASPP):** In California this consists of the Smarter Balanced Assessments. Students in grades 5, 8, and 10 take the California Standards Test (CST) or the California Modified Assessment (CMA) for Science. Students who are on a functional curriculum may take the California Alternate Assessment (CAA) and the California Alternate Performance Based Assessment (CAPA) for Science.

**California Modified Assessment (CMA):** The California Modified Assessment (CMA) is a grade-level assessment for students who have an individualized education program (IEP), are receiving grade-level instruction, and, even with interventions, will not achieve grade-level proficiency within the year covered by the student's IEP.

**California Special Education Management Information System (CASEMIS):** This is an information and retrieval system in special education, developed by the CDE Special Education Division. The system provides the LOCAL EDUCATION AGENCY a statewide standard for maintaining a common core of special education data at the local level. The SELP A assists districts with the collection of this data.

**California Children Services (CCS):** Agency which provides medically necessary physical and occupational therapy for students eligible under CCS criteria.

**Community Based Instruction (CBI):** A model for delivery of instruction in which the IEP goals are met in a “natural” age-appropriate setting. For example, math, sequencing, travel, and social skills may all be developed in a trip to the grocery store.

**Community Advisory Committee (CAC):** A committee composed of parents of students with disabilities appointed by each district board. The CAC serves in an advisory capacity to the SELPA Governing Board.

**Coordinated Early Intervening Services (CEIS):** The IDEA allows and sometimes requires, LEAs to use funds provided under Part B of the IDEA for CEIS. This provision permits LEAs to use Part B funds to develop and provide CEIS for students who are currently not identified as needing special education.

**Compliance Complaint:** Complaint filed with the California Department of Education by a person who feels that a special education law has been violated. Most common would be a service as specified in an IEP that is not being implemented.



**Designated Instructional Service (DIS):** The federal term is related services. Transportation and such developmental, corrective and other supportive services as are required to assist the child with a disability to benefit from special education, and to include and not limited to: speech/language therapy and audio logical services, psychological services, physical and occupational therapy, recreation including therapeutic recreation, counseling services, orientation and mobility services.

**Desired Results Developmental Profile (DRDP):** DRDP Assessment System is used for preschool school children and includes the process of making naturalistic observations, maintaining documentation, rating the DRDP instruments, and reporting data. The DRDP focuses on 4 areas: children are personally and socially competent, children are effective learners, children show physical and motor competence and children are safe and healthy.

**Discrete Trial Training (DTT):** A method of breaking down functions into single steps which are rewarded on a trial-by-trial basis.

**Due Process:** Procedural safeguards to ensure the protection of the rights of the parent, guardian and the student under IDEA and related state and federal laws and regulations.

**Early Childhood Education (ECE):** Early identification and special education and related services that are provided to children ages 0-5.

**Elementary and Secondary Education Act (ESEA):** This act was reauthorized in 2002 as NCLB. The intent is to ensure that all children have a fair, equal and significant opportunity to obtain a high quality education and reach, at a minimum, proficiency on challenging State academic achievement standards and state assessments.

**Encroachment:** The difference between the amount spent on a particular program and the amount of categorical aid received for that program. It is the amount of unrestricted fund monies spent in support of a categorical program.

**Evaluation:** Procedures used by qualified personnel to determine whether a child has a disability and the nature and extent of the special education and related services that the 'child needs.

**Expedited Due Process Hearing:** A hearing that results in a written decision being mailed to the parties within 45 days of the request for the hearing, without exceptions or extensions.

**Extended School Year (ESY):** Special education and related services that (a) Are provided to a child with a disability; (b) Beyond the normal school year; (c) In accordance with the child's IEP; and, (d) Meets the standard of the State Educational Agency.

**Facilitated IEP:** A facilitated IEP is a component of the SELPA ADR process. District or parents may request to have a facilitated IEP by contacting the SELPA. A facilitated IEP is developed by a collaborative team whose members share responsibility for the meeting process and results. Decision making is managed through the use of essential facilitation skills.

**Family Educational Rights and Privacy Act (FERPA):** The Family Educational Rights and Privacy Act is a Federal law that protects the privacy of student education records.

**Focused Monitoring and Technical Assistance (FMTA):** The FMTA Consultants are assigned geographically. They are responsible for coordinating all monitoring and technical assistance activities for the districts and Special Education Local Plan Areas in their assigned counties, providing information, and facilitating access to technical assistance related to program monitoring and program implementation.

**Functional Analysis Assessment (FAA):** Is a comprehensive assessment of behavior done by a SELPA certified behavior intervention case manager (BICM) when an IEP team finds that instructional behavioral approaches specified in the student's IEP have been ineffective.

**Health Insurance Portability and Accountability Act (HIPAA):** This is a medical privacy act that established national standards to protect the privacy of personal health information

**High, Objective, Uniform State Standard of Evaluation (HOUSSE):** An alternative method to assessing teacher subject matter competency is the High, Objective, Uniform State Standard of Evaluation (HOUSSE). HOUSSE allows current teachers to demonstrate subject matter competency and Highly Qualified Teacher (HQT) requirements through a combination of proven teaching

experience, professional development, and knowledge in the subject acquired over time through working in the field.

**Individualized with Disabilities Education Act (IDEA):** Federal law that ensures that all children with disabilities have available to them a free appropriate public education that emphasizes special education and related services designed to meet the unique needs and prepare them for employment and independent living. The Act was reauthorized in 2004.

**Individual Program Plan (IPP):** An annual-reviewed record of program and service needs provided by the Regional Center (i.e.; respite care, behavior management training, etc.)

**Inclusion:** Inclusion is educating each child, to the maximum extent appropriate, in the school and classroom he or she would otherwise attend. It involves bringing the support services to the child (rather than moving the child to the services) and requires only that the child will benefit from being in the class (rather than having to keep up with the other students).

**Independent Educational Evaluation (IEE):** An evaluation conducted by a qualified examiner who is not employed by the district responsible for the education of the child.

**Individualized Educational Program (IEP):** Plan which describes the child's present level of educational performance, sets annual goals and instructional objectives, and describes the special education program and related services needed to meet those goals and objectives if appropriate.

**Individual Services Plan (ISP):** The plan that is used for students who are enrolled in private schools by their parents that describes the specific special education and related services that the LEA will provide to the child.

**Individual Family Service Plan (IFSP):** Each eligible infant or toddler has an IFSP. The individual family service plan is in place of the IEP. .

**Individual Transition Plan (ITP):** Plan that is included in the student's IEP beginning at age 16 or younger that addresses transition needs and interagency responsibilities or linkages that are needed for the student to successfully transition from school to adult life.

**Informed Consent:** In accordance with 34 Code of Federal Regulations and Education Code: (1) Parent has been fully informed of all information relevant to the activity for which consent is sought, in his/her primary language or other mode of communication, (2) The parent understands and agrees in writing to the carrying out of the activity for which his. /her consent is sought, and the consent describes the activity and lists the record (if any) which will be released and to whom, and (3) the parent understands that the granting of consent is voluntary on his/her part and may be revoked at any time.

**Interim Alternative Educational Setting (IAES):**

IAESs are intended to serve *short-term, transitional* purposes. With few exceptions, IAESs serve as settings in which students with disabilities are placed *pending* either a return to the student's current educational placement or a change in educational placement.

**Least Restrictive Environment (LRE):** In accordance with State and Federal law students with disabilities will be provided special education and related services in a setting which promotes interaction with the general school population, to a degree appropriate to the needs of both. The concept of LRE includes a variety of options designed and available to meet the diverse and changing needs of students. The least restrictive environment is determined by the IEP team on an individual student basis. The principle of LRE is intended to ensure that child with a disability is served in a setting where the child can be educated successfully.

**Low Incidence Disability:** Severe disability with an expected incidence of less than one percent of the total statewide enrollment. The conditions are hearing impairment, vision impairment, severe orthopedic impairment, or any combination thereof.

**Mainstreaming:** Refers to the selective placement of students with disabilities in one or more general education classes and or extra-curricular activities.

**Manifestation Determination:** If a disciplinary action is taken that involves a removal of student with a disability that constitutes a change in placement then a review must be conducted of the relationship between the child's disability and the behavior subject to the action.

**Maintenance of Effort (MOE):** The general rule under MOE requirements is that districts must spend the same level of state and local funds (or local funds only) on

special education as in the prior year, either in terms of total or per-pupil expenditures.

**Medical Therapy Unit (MTU):** Space provided by local educational agencies for the provision of medically necessary occupational and physical therapy provided by CCS therapists.

**No Child Left Behind (NCLB):** The No Child Left Behind Act, signed into law in 2002, has expanded the federal role in education and set requirements in place that affect every public school in America, including those in California. At the core of No Child Left Behind are measures designed to close achievement gaps between different groups of students.

**Non-Public Agencies (NPA):** A private, nonsectarian establishment certified by the CDE that provides contracted, related services to students with disabilities.

**Non-Public Schools (NPS):** A private, nonsectarian school certified by the CDE that enrolls students with disabilities pursuant to an IEP.

**Notice of Insufficiency (NOI):** If a due process hearing request notice is not does not meet all of the requirements as specified in IDEA, the district may file a notice of insufficiency with OAH so that the issues of the complaint are more specific.

**Occupational Therapy (OT):** Services provided by a qualified occupational therapist that includes improving ability to perform tasks for independent functioning.

**Office of Administrative Hearings (OAH):** The Office of Administrative Hearings is the public agency that handles due process hearings in California.

**Office of Civil Rights (OCR):** Agency that ensures equal opportunity and accessibility for users of programs and services that receive federal funding.

**Orientation and Mobility:** Services provided by qualified personnel to students who are blind or have a visual impairment to enable those students to attain systematic orientation to and safe movement within their environments in school, home and community.

**Office of Special Education Programs (OSEP):** The Office of Special Education Programs (OSEP) is a component of the Office of Special Education and Rehabilitative Services (OSERS), which is one of the principal components of the

U.S. Department of Education (ED). OSEP's mission and organization focus on the free appropriate public education of children and youth with disabilities from birth through age 21.

**Procedural Safeguards and Referral Service (PSRS):** This is the unit in special education division of the CDE that handle complaints.

**Prior Written Notice:** A written notice that must be given to the parents of a child with a disability a reasonable time before an LEA (a) Proposes to initiate or change the identification, evaluation or educational placement of the child or a the provision of FAPE to the child; or (b) Refuses to initiate or change the identification, evaluation or educational placement of a child or the provision of F APE to the child.

**Procedural Safeguards:** This is also known as Parent Rights. Procedural Safeguards must be given to the parents of child with a disability at a minimum (a) Upon initial referral for evaluation; (b) Upon each notification of an IEP meeting; (c) Upon reevaluation of a child; and (d) Upon receipt of a request for due process.

**Program Specialist (PS):** A specialist who holds a valid special education credential and has advanced training and related experience in the education of students with disabilities.

**Referral:** Written request that a student be assessed to determine whether he/she has a disability that may require special education and/or related services to benefit from his/her educational program.

**Related Services:** See Designated Instructional Services.

**Resource Specialist Program (RSP):** Instruction and services provided by a resource specialist or special education specialist for students with disabilities who are assigned to general education classroom teachers for a majority of the school day.

**Response to Intervention (RtI):** The response-to-invention (RTI) model is also often called the Three-Tiered Model. It is being proposed as an alternative to the Discrepancy Model, the "Wait to Fail Model," as it is often called by proponents of the RTI model.

**San Andreas Regional Center (SARC):** Regional centers are nonprofit private corporations that have offices throughout California to provide a local resource to

help find and access the many services available to individuals with developmental disabilities and their families.

**Section 504:** Section 504 is a component of the Rehabilitation Act of 1973. It is a civil rights law that prohibits discrimination on the basis of disability in programs and activities, public and private, that receive federal financial assistance. Any person is protected who (1) has a physical or mental impairment that substantially limits one or more major life activities, (2) has a record of such an impairment, or (3) is regarded as having such an impairment. Major life activities include walking, seeing, hearing, speaking, breathing, learning, working, caring for oneself, and performing manual tasks.

**Search and Serve:** Active and systematic involvement by the educational community to locate children who may need special education services beyond the regular curriculum and program options. This is also referred to as “child find”.

**Solutions Conference:** This is a component of the SELPA Alternative Dispute Resolution Process. The solutions conference involves both a parent and a district representative utilizing a structured discussion approach with two trained mediators. The goal is to have the parties work together to come to mutually acceptable agreement that will best meet the needs of the child. The solutions panel consists of a parent of a special needs child and an educator outside of your district.

**Special Day Class (SDC):** Intensive instruction for students with disabilities who require special education instruction for more than 50% of the school day.

**Special Education:** Specifically designed instruction, at no cost to parents, to meet the unique needs of a child with a disability.

**Special Education Self-Review (SESR):** Districts are required to go through a self review process every 4 years to determine areas of non-compliance. The reviews are structured are focused on educational benefit.

**Specialized Academic Instruction (SAI):** *Specialized Academic Instruction (SAI)* is defined as: “Adapting, as appropriate to the needs of the child with a disability the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.”

**Summary of Performance (SOP):** This is provided to students upon graduating with a diploma or aging out.

**Supplementary Aids and Services:** Aids, services and other supports that are provided in general education classes or other education-related settings to enable children with disabilities to be educated with typically developing peers to the maximum extent appropriate. These aids and services must be noted on the IEP.

**Surrogate Parent:** Individual who is assigned by the SELPA to act as a surrogate for the parents, when no parent can be identified and the district, after reasonable efforts, cannot discover the whereabouts of a parent, or the child is a ward of the state under the laws of that state. The surrogate may represent the child in all matters relating to the identification evaluation, and educational placement and the provision of a free appropriate public education to the child.

**Special Education Local Plan Area (SELPA):** Individual district, group of districts, or districts and County Office of Education which forms a consortium to ensure that a full continuum of special education services is available to all eligible students within its boundaries.

**Specialized Physical Health Care Services:** Health services prescribed by the child's licensed physician and/or surgeon which are necessary during the school day to enable the child to attend school and are written into the IEP. Designated providers are appropriately trained and supervised as defined in Ed code.

**State Operated Programs (SOP):** Special schools operated by the California Department of Education for the education of students with disabilities including individual assessment services and the development of individualized education programs for students who are deaf and/or blind.

**State Performance Plan (SPP):** The IDEA requires that each state submit a performance plan that evaluates the state's efforts to implement the requirements and purposes of Part B of IDEA and describes how the state will improve such implementation. This plan is called the Part B State Performance Plan.

**"Stay Put":** During the pendency of a hearing a child with a disability must remain in his or her current educational placement unless the parents of the child agree otherwise.



**Therapeutic Day School (TDS):** A special day class for students with emotional disturbance where county mental health provides intensive counseling services.

**Transition:** Process of preparing a student to function in future environments and emphasizing movement from one educational program to another (e.g., infant program to preschool) or from school to work.

**Transition Services:** A coordinated set of activities for a student with a disability that (1) is designed with outcome-oriented process, that promotes movement from school to post-school activities. (2) Is based on the individual student's needs, taking into account the student's preferences, and interests.

**Unilateral Placement:** When a parent removes their child from a public educational placement into a private placement outside the IEP process.

## EXTENDED SCHOOL YEAR (ESY)

Extended school year services are individualized extensions of special education and related services that are provided to a student with a disability beyond the regular school year, for example, during the school (year round) and summer vacation. They are provided by the District at no cost to the parents so that students may maintain the specific skills they've learned during the school year. ESY services vary in intensity, location, type of service and length of time, depending upon each student's needs.

Not every student with a disability is entitled to receive ESY services. Rather, students who are determined by their IEP team to need ESY services are entitled to receive them as part of a free appropriate public education. Decisions about ESY eligibility are made individually through the IEP process usually at the student's annual IEP meeting. ESY eligibility is not limited to students with particular types of disabilities.

Parents who disagree with the IEP team's decision concerning eligibility for ESY services may resolve their disagreement through the Due Process Procedures.

## **Extended School Year Programming GUIDELINES**

**Pursuant to Section 300.309 of Title 34 of the Code of Federal Regulations, extended school year services (ESY) shall be included in the IEP and provided to the pupil if the IEP team determines, on an individual basis, the services are necessary for the provision of a free appropriate public education (FAPE).**

The need for Extended School Year (“ESY”) programming must be considered and documented annually on the IEP for every student receiving special education services. The need for ESY programming may be addressed at any IEP meeting. The IEP meeting addressing ESY should take place a reasonable time prior to the commencement of the extended break.

### **Determination of ESY Eligibility and Programming**

ESY programming must be provided to eligible students at no additional cost to parents. The IEP team shall determine the need for ESY eligibility and programming considering the following factors:

**Nature and severity of the disability** The more severe the disability, the higher the probability that the student will need ESY services.

**Current IEP goals and objectives** If progress on meeting these goals has been very slow; the student may need ESY services to continue to make progress in support of FAPE.

**Emerging skills and breakthrough opportunities** If a student is just beginning to communicate or accomplish self-care skills a temporary break may cause a setback.

**Interfering behaviors** Behavior may have an impact of student’s ability to make educational progress.

**To prevent serious regression during an extended break** The Worksheet for Determining Extended School Year Programming may be used along with the regression/recoupment data collection sheet. If the student has continued to progress educationally from year to year despite the lack of ESY programming, ESY may not be necessary to ensure FAPE. Additionally however, there does not

need to be a pattern of regression previously but team needs to consider whether there is a likelihood of regression based on knowledge of student.

**Rare and unusual circumstances** ESY services are more likely to be necessary for students who have been absent for extended periods of time or for students moving from restrictive placements to inclusive programs. If ESY programming is recommended, then the IEP team shall a) identify the specific goals that are to be addressed, and b) include the specific nature of the program and services on the IEP, including the, frequency, duration and location.

**Definition: Regression/Recoupment**

All students experience some regression and loss over an extended break. In most instances these skills are re-mastered (recouped) within a reasonably short period of time. However, some special needs students have disabilities which are likely to continue indefinitely or for a prolonged period, and interruption of the student's educational programming may cause regression, when coupled with limited recoupment capacity, rendering it impossible or unlikely that the pupil will attain the level of self sufficiency and independence that would otherwise be expected in view of his or her disabling condition. However, the lack of clear evidence of such factors may not be used to deny a student an ESY program if the team determines the need for ESY programming. Thus, when a student experiences more than minimal regression and he/she is not able to recoup skills within a short period of time the provision of a free appropriate public education means that instruction and/or related services must also be provided during an extended break.

**Definition: Extended Break**

Extended break means a period of time when school is not in session such as summer break, school holidays and when school is off-track or on intersession.

**Definition: Extended School Year Programming**

ESY services are special education and related services that are tailored to each student to help him or her meet specific goals in his/her IEP to support the delivery of FAPE for the individual student as appropriate.

**RESOLUTION SESSIONS**

**PROCESS**  
**and**  
**RECOMMENDED GUIDELINES**

Revised July 2008

Prepared by:  
Pamela Ptacek

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## **Introduction**

Under federal law a Resolution Session is required when a parent files for due process. The intent of the Resolution Session is to clarify and resolve issues in order to reach an agreement. This meeting is required unless both parties agree in writing not to hold a meeting.

## **Contact Information**

All hearing requests will go to the:

Office of Administrative Hearings  
Special Education Client  
1102 Q Street 4<sup>th</sup> Floor  
Sacramento, CA 95814

Phone: (916)323-6876  
FAX: (916)322-8014  
Web Page: [www.oah.dgs.ca.gov](http://www.oah.dgs.ca.gov)

The following forms are available on the OAH Website:

*Request for Mediation and Due Process Hearing Form*

*Brief Summary of Reason for Request*

*Proposed Resolution of the Problem State Above*

## Due Process Timelines

### Resolution Period (30 Days)

- Parent submits due process complaint to the LEA and OAH
- The LEA provides a written response to the parent within 10 days (Prior Written Notice Form) which includes:
  - An explanation of why the agency proposed or refused to take the action raised in the complaint.
  - A description of other options that the IEP Team considered and the reasons why those options were rejected.
  - A description of each evaluation procedure, assessment, record, or report the agency used as a basis for the proposed or refused action.
  - A description of the factors that are relevant to the agency's proposal or refusal.
- If the due process complaint does not give the LEA sufficient notice of the nature of the problem(s) at issue and the proposed resolution(s), within 15 days of receiving the complaint, the LEA may file a Notice of Insufficiency (NOI) with OAH in an attempt to clarify the issues
- OAH notifies parent within 5 days of sufficiency of description of issues after receiving the NOI from the LEA
- The LEA will hold a Resolution Session within 15 days of receiving notice of the parents' due process complaint prior to the initiation of the due process hearing unless both parties agree otherwise in writing or agree to use the mediation process.
- Within 30 days: Issues must be resolved or Due Process Hearing will resume or state will offer state level mediation

### Due Process Period (45 Days)

- State Level Action
  - OAH will conduct a hearing or
- Written Order
  - A written order will be published unless the parties reach a written settlement agreement prior to publication, and
  - The Administrative Law Judge (ALJ) concurs that all issues have been addressed to satisfy the requirements of law



## **Resolution Session**

### *Pursuant to Proposed USDOE Regulations for IDEA 2004*

Within 15 days of receiving notice of parents' due process complaint, and prior to initiation of a due process hearing, the LEA must convene a Resolution Session with the parent and the relevant member or members of the IEP Team who have specific knowledge of the facts identified in the due process complaint. The LEA may not include an attorney of the LEA unless the parent is accompanied by an attorney.

The purpose of the meeting is for the parents of the child to discuss their due process complaint, and the facts that form the basis of the due process complaint, so that the LEA has the opportunity to resolve the dispute that is the basis for the complaint.

The Resolution Meeting need not be held if the parents and the LEA agree in writing to waive the meeting, or the parents and the LEA agree to use the State mediation process.

If a resolution to the dispute is reached in the Resolution Meeting, the parties execute a legally binding agreement that is signed by both parties and a representative of the LEA that has authority to bind the LEA. This agreement is enforceable in any State court of competent jurisdiction or in a district court of the United States.

There is an agreement review period of 3 business days. Either party may void the agreement within 3 business days of the agreement's execution.

### **Recommended Process for Resolution Sessions**

The Resolution Session should be a structured meeting controlled by a designated facilitator with the primary goal of clarifying issue(s), determining if solution(s) can be achieved, and designating the issue(s) for hearing if no agreement to solution(s) can be achieved.

It is recommended that LEAs use a neutral facilitator to lead the resolution session. This could be an administrator or program specialist from another LEA. The facilitator should be specifically trained in conducting this type of meeting and should not have prior involvement in the case. The neutral facilitator need not see or review information about the case except to review the Parent letter requesting a hearing or complaint process and the district's written response. Specific timelines are noted in the law and require prompt response. See the following section on timelines.

Every effort should be made by the facilitator to support the parties in improving their relationship and identifying better ways to communicate and resolve issues that may arise in the future. However, where parties are clearly committed to specific positions, the responsibility for resolution is with the due process complaint process.

The LEA is responsible for the implementation of any agreement and/or hearing/complaint activity.

#### **Purpose of Resolution Session**

- Articulate and Clarify Issues
- Explore the LEA response
- Identify Options for Resolution
- Where agreement is reached, write a settlement agreement
- Develop an Action Plan and assign responsibility
- Communicate the outcome to Office of Administrative Hearings (OAH)

#### **Recommended Agenda for Resolution Sessions**

- I. Introductions
- II. Opening Comments
- III. Description of Process
- IV. Ground Rules

- V. Resolution Process
  - A. Nature of the Problem - Ask: What is the issue?
    - Address FAPE issues first
  - B. Proposed Resolution - Explore specific concerns, examples, and expectations for resolution
  - C. Response - Ask: What is the LEA's response?
  - D. Agreement - Seek opportunity to resolve issue
  - E. Repeat sequence for each issue
- VI. Closure
  - a. Written Agreements
  - b. Written notice to CDE or OAH
  - c. Follow Up with Action Plan to assign staff to complete agreement( Action Plan Form)

RESOLUTION SESSION CHART

Nature of the Problem	Proposed Resolution	Response	Agreements

### Writing Agreements

A written settlement agreement signed by both parties becomes a binding contract. After the three (3) business day review period for either party to rescind the agreement, it becomes binding on both parties.

The agreement belongs to the parties and should reflect wording that the parties clearly understand and represent their interests in accepting the agreement. If a facilitator is used during this session, the facilitator should support the writing of the agreement to ensure that both parties understand the components of the agreement. It is important that the parties review both the substantive components of the agreement those that are technically required, and agree to the language.

Districts are encouraged to use the *Settlement and Release Agreement Template*. Use only the sections that apply to the issues that are in dispute. For example, language addressing "Assessment" should be deleted if assessment is not at issue during the complaint or resolution process.

**SAMPLE**

## LETTER TO PROPOSE RESOLUTION SESSION

Dear

On **[insert]** the **[insert]** School District received a copy of your complaint requesting a due process hearing regarding **student name**.

When a parent initiates a complaint for a due process hearing, a district must schedule a preliminary resolution meeting within 15 days of receipt of the complaint, per 20 U.S.C. 1415. The purpose of the meeting is to give a parent an opportunity to discuss the due process complaint and the facts on which the complaint is based with the district; and to give the district an opportunity to resolve issues early in the process.

At the resolution conference, a district must have a representative present with authority to resolve the complaint. Further, at this meeting, the district cannot have legal counsel present, unless the parent decides to bring legal counsel. If an agreement is reached at the resolution conference, the parent and/or the district will have 3 business days to void the agreement. If an agreement is not reached within 30 days, the due process hearing may proceed and the applicable timelines will begin. A district and a parent may also agree to waive this conference. This meeting is NOT an IEP meeting.

We have scheduled a resolution conference for **[insert]** at the District Special Education Office. Please confirm your attendance or your intention to waive this meeting by completing the information below and returning it to me in the enclosed stamped, self-addressed envelope, or by faxing it to (951) 826-6943. Please also indicate whether or not you will attend this meeting with legal counsel so that the District can make appropriate plans.

I look forward to meeting and discussing your complaint on **[insert]**.

Sincerely,

Enclosure: Prior Written Notice

INTENT REGARDING RESOLUTION CONFERENCE  
SCHEDULED BY [insert] SCHOOL DISTRICT  
[Date & time]  
District Special Education

---

I, \_\_\_\_\_ parent/guardian of \_\_\_\_\_

\_\_\_\_\_ will attend the resolution conference

\_\_\_\_\_ waive the requirement of a resolution conference

If you are attending the resolution conference scheduled for \_\_\_\_\_ District Special Education Office, please indicate whether you plan on attending the scheduled resolution conference accompanied by legal counsel.

I, \_\_\_\_\_ parent/guardian of \_\_\_\_\_

\_\_\_\_\_ will not bring an attorney to the resolution conference scheduled for \_\_\_\_\_ at \_\_\_\_\_ am/pm, District Special Education Office

\_\_\_\_\_ will bring an attorney to the resolution conference scheduled for \_\_\_\_\_, at \_\_\_\_\_ am/pm District Special Education Office

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Interim Settlement and Release Agreement

This Settlement and Release Agreement (“Agreement”) is between \_\_\_\_\_, parents of \_\_\_\_\_, a minor who has received services through the \_\_\_\_ Unified School District collectively referred to as “Parties”. Parents and the District, in consideration of the promises made herein, agree as follows:

#### **1. Nature and Status of Dispute**

- a. Parents and the District disagreed about student’s special education FAPE related services. As a result, on date, Parents filed a due process compliant with the California Office of Administrative Hearings (“OAH”) regarding several issues related to student’s educational program for the 200\_/0\_ school year. The case was assigned a file number of #N\_\_\_\_\_.
- b. On \_\_\_\_\_, the Parties met for a resolution session to discuss Parents complaint, the facts that formed the basis of the complaint, and to provide the District with an opportunity to resolve the complaint.
- c. The purpose of this Agreement is to resolve any disputes caused by this action and claims between Parents and the District/Service Providers related to student’s education, including special education and related services, through the date of this interim agreement on issues before and within the jurisdiction of the Office of Administrative Hearings.

#### **2. Actions To Resolve Dispute**

- a. [List the first issue of the parent per the OAH filing.]  
[State what the parent is requesting for remedy of above issue per OAH filing.]  
**[State District’s response to Parent’s proposed resolution:]**
- b. [List the second issue of the parent per the OAH filing.]  
[State what the parent is requesting for remedy of above issue per OAH filing.]  
**[State District’s response to Parent’s proposed resolution:]**

The parties, \_\_\_\_ USD and Parents, request Due Process complaint to be dismissed immediately upon receipt of this final agreement. Parents will notify OAH of the agreement to dismiss complaint. Parents and \_\_\_\_ USD representatives would like OAH to know that this issue was resolved at the Resolution Session on \_\_\_\_\_.



### 3. **Waiver and Release of Claims**

Parents and the District hereby fully release and discharge each other from all claims, damages, liabilities, rights and complaints of whatever kind or nature arising from or related to student's educational program, including claims arising under the California Education Code, the individuals with Disabilities Education Act ("IDEA"), 42 U.S.C. section 1983, the Americans with Disabilities Act, the Unruh Act, and Section 504 of the Rehabilitation Act of 1973, whether known or unknown, which either party now has or holds, or at any time had or held against the other party, through the effective date of this Agreement.

Parents hereby withdraw, waive and relinquish their claim for reimbursement for attorneys' fees and costs incurred in connection with this meeting, mediation and/or due process hearings.

### 4. **Unknown Claims**

Parents certify that they have read, and hereby waive the application of, the following provision of California Civil Code § 1542 TO ALL CLAIMS:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known to him or her must have materially affected his or her settlement with the debtor."

Acknowledging Civil Code section 1542, Parents agree to waive the protections of section 1542 in order to relinquish all claims described herein. Specifically, Parents understand and acknowledge the significance and consequence of this waiver of section 1542, as follows: (1) they may have additional causes of action, rights, or claims and attorneys' fees or costs arising or occurring up to the effective date of the Agreement, or which they are not aware; (2) they may not make a further demand for any such claims, fees, or costs upon each other or their predecessors, successors, board, employees, or agents.

### 5. **Technical Provisions**

- a. **Conditions of Execution.** Each party acknowledges and warrants that the Parties' execution of this Agreement is free and voluntary.
- b. **Execution of Other Documents.** The Parties agree to cooperate fully in the execution of other documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Interim Agreement.

- c. Non-admission. This Interim Agreement is not, and shall not be construed as, an admission by the District that it failed to provide or offer student a free appropriate public education.
- d. Entire Agreement. This agreement contains the entire agreement between the parties.
- e. Effective Date. This Interim Agreement is effective three (3) days following the date of signature by the Parties, if not rescinded by either party.
- f. Governing Law. This Interim Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California and the United States.
- g. Severability. If any portion of this Interim Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that determination shall not invalidate or render unenforceable any other provision of this Interim Agreement.
- h. Confidentiality. The Parties agree to keep the terms of this Interim Agreement confidential. However, for purposes of implementation and enforcement of this Interim Agreement, the Parties mutually consent to the disclosure and admissibility of this Interim Agreement.
- i. Execution by Facsimile or in Counterparts. This Interim Agreement may be signed in counterparts such that the signatures appear on separate signature pages. A copy, facsimile transmission or original of this document with all signature pages appended together shall be deemed a fully executed Interim Agreement.

**Parent Signature**  
\_\_\_\_\_ Date \_\_\_\_\_

**Parent Signature**  
\_\_\_\_\_ Date \_\_\_\_\_

**District Signature(s)**  
\_\_\_\_\_ Date \_\_\_\_\_

**District Representative Signature(s)**  
\_\_\_\_\_ Date \_\_\_\_\_

**Facilitator Signature**  
\_\_\_\_\_ Date \_\_\_\_\_

## SAMPLE

### SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is between [PARENTS] (“Parents”), parents of [STUDENT], a minor, and the [INSERT] School district (“District”) (collectively referred to as “Parties”). Parents and the District, in consideration of the promises made herein, agree as follows:

#### 1. NATURE AND STATUS OF DISPUTE

- A. Parents and the District disagreed about [STUDENT]’s special education program. As a result, on [INSERT DATE], Parents filed a due process complaint with the California Office of Administrative Hearings (“OAH”) regarding several issues related to [STUDENT’S] educational program for the [INSERT] school years, including the extended school year. The case was assigned a file number of #\_\_\_\_\_.
- B. Parents and the District disagreed about [STUDENT]’s special education program. As a result, on [INSERT DATE], Parents filed a complaint with the California Department of Education (CDE) regarding several issues related to [STUDENT’S] education program for the [INSERT] school years, including the extended school year. The case was assigned a file number of [INSERT FILE NUMBER].
- C. On [INSERT DATE], the Parties met for a resolution session to discuss Parents’ complaint, the facts that formed the basis of the complaint, and to provide the District with an opportunity to resolve the complaint.
- D. The purpose of this Agreement is to resolve any and all disputes, causes of action and claims between Parents and the District related to [STUDENT]’s education, including special education and related services, through the date of this agreement.

#### 2. ACTIONS TO RESOLVE DISPUTE

[INSERT ANY OF THE FOLLOWING TERM(S), IF RELEVANT TO THE DISPUTE AND SETTLEMENT PROCESS]

##### A. Assessment

Parents agree to sign an Assessment Plan, to allow the District to conduct assessment(s) in the area(s) of [INSERT]. Parents will sign an Assessment Plan

no later than [INSERT DATE] or a copy of the Assessment Plan, signed and consented to by Parents, is attached to this Agreement.

The Parties agree to fund an independent education evaluation in the area(s) of [INSERT]. This evaluation will be provided at no cost to Parents. The assessor will be chosen by the District from the District's list of approved independent assessors.

B. The Parties agree to the education goals drafted on [INSERT DATE].

C. Placement and Services

The child will be placed in [INSERT] class at [INSERT] school.

Extended school year ("ESY") will be provided for [INSERT] days, excluding holidays, from [INSERT DATE] to [INSERT DATE].

The District will provide the following related services during school days and including the extended school year:

[LIST ALL RELATED SERVICES (e.g. 1;1 AIDE, SPEECH THERAPY, TRANSPORTATION, etc.), INCLUDING FREQUENCY AND DURATION.]

The Parties agree to continue the educational goals drafted on [INSERT DATE].

The above placement and services are outlined on the IEP face sheet attached to this Agreement as Addendum 1. The Parties agree that the services outlined on the IEP face sheet attached to this Agreement as Addendum 1 constitute FAPE for [STUDENT] through [INSERT TERM OF AGREEMENT]. Unless mutually agreed to in writing by the Parties, there shall be no further modification of [STUDENT]'s placement or services during this period.

D. Reimbursement and Compensatory Education

The District agrees to provide the following compensatory services:

[LIST ALL COMPENSATORY SERVICES, INCLUDING THE PROVIDER, FREQUENCY AND DURATION.]

The District agrees to reimburse Parents in the amount of \$[INSERT] for [INSERT SERVICE] within 60 days of the District's receipt of proof of costs incurred. Appropriate documentation of costs incurred includes copies of cancelled checks, credit card receipts, paid invoices, etc.

The District agrees to reimburse Parents in the amount of \$[INSERT] to settle all claims related to [STUDENT]'s educational program through the date of this Agreement. A check in this amount shall be issued to "[INSERT NAME]" within 45 days of execution of this Agreement.

E. [INSERT] – [INSERT] School Year

The District will convene an IEP meeting by [INSERT DATE] to review [STUDENT]'s IEP and recommend a program and placement for the [INSERT] – [INSERT] school year.

[ALWAYS INCLUDE THE FOLLOWING PROVISIONS]

F. Stay Put

If disagreements arise regarding [STUDENT]'s current educational program, the Parties agree that placement and services outlined on the IEP face sheet, attached to this Agreement as Addendum 1, constitute [STUDENT]'s "stay put" placement during the pendency of any of any proceedings related to the dispute.

G. Relocation

Parents agree that if Parents/[STUDENT] no longer reside within the District, Parents will immediately inform the District. Parents further agree that if Parents/[STUDENT] no longer reside within the attendance boundaries of the District, the District's obligation to provide funding, programming or services under this Agreement terminate as of the date of relocation.

H. Dismissal of Due Process Complaint

Within 5 days of execution of this Agreement, Parents will notify OAH [CDE] of this Agreement and dismiss with prejudice their pending due process complaint.

### 3. WAIVER AND RELEASE OF CLAIMS

Parents and the District hereby fully release and discharge each other from all claims, damages, liabilities, rights and complaints of whatever kind or nature arising from or related to [STUDENT]'s educational program, including claims arising under the California Education Code, the individuals with Disabilities Education Act ("IDEA"), 42 U.S.C. section 1983, the Americans with Disabilities Act, the Unruh Act, and Section 504 of the Rehabilitation Act of 1973, whether known or unknown, which either party now has or holds, or at any time had or held against the other party, through the effective date of this Agreement.

Parents hereby withdraw, waive and relinquish their claim for reimbursement for attorneys' fees and costs incurred in connection with this meeting, mediation and/or due process hearings.

Parents' initials

### 4. UNKNOWN CLAIMS

Parents certify that they have read, and hereby waive the application of, the following provision of California Civil Code § 1542 TO ALL CLAIMS:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known to him or her must have materially affected his or her settlement with the debtor."

Acknowledging Civil Code section 1542, Parents agree to waive the protections of section 1542 in order to relinquish all claims described herein. Specifically, Parents understand and acknowledge the significance and consequence of this waiver of section 1542, as follows: (1) they may have additional causes of action, rights, or claims and attorneys' fees or costs arising or occurring up to the effective date of the Agreement, or which they are not aware; (2) they may not make a further demand for any such claims, fees, or costs upon each other or their predecessors, successors, board, employees, or agents.

Parent's initials

## 5. TECHNICAL PROVISIONS

- A. *Conditions of Execution.* Each part acknowledges and warrants that the Parties' execution of this Agreement is free and voluntary.
- B. *Execution of Other Documents.* The Parties agree to cooperate fully in the execution of other documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- C. *Non-admission.* This Agreement is not, and shall not be construed as, an admission by the District that it failed to provide or offer [STUDENT] a free appropriate public education.
- D. *Entire Agreement.* This Agreement contains the entire agreement between the parties.
- E. *Effective Date.* This Agreement is effective three (3) days following the date of signature by the Parties, if not rescinded by either party.
- F. *Governing Law.* This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California and the United States.
- G. *Severability.* If any portion of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that determination shall not invalidate or render unenforceable any other provisions of this Agreement.
- H. *Confidentiality.* The Parties agree to keep the terms of this Agreement confidential. However, for purposes of implementation and enforcement of this Agreement, the Parties mutually consent to the disclosure and admissibility of this Agreement.
- I. *Execution by Facsimile or in Counterparts.* This Agreement may be signed in counterparts such that the signatures appear on separate signature pages. A copy, facsimile transmission or original of this document with all signature pages appended together shall be deemed a fully executed Agreement.

### PARENT(S) SIGNATURE

**Dated:** [PARENT], Parent

**Dated:** [PARENT], Parent

### DISTRICT SIGNATURE

**Dated:** [AUTHORIZED LEA REP], [TITLE]

**Santa Clara County SELPAs**  
**Special Circumstance Instructional Assistance**  
**(SCIA)**

### **Introduction**

By law, special education and related services to students with disabilities must be provided in the “least restrictive environment.” When an IEP Team is considering special circumstance instructional assistance support for a student, all aspects of the student’s program must be considered, with the intent of maximizing student independence. The IEP Team is responsible for the design of the student’s program and designating personnel to implement the program. The classified staff person(s) providing the additional instructional assistance will work under the direction of certificated staff. IEP Teams need to do a careful analysis to ensure that the IEP offers a free appropriate public education (FAPE) in the least restrictive environment (LRE) when addressing the need for a SCIA.

First and foremost, the goal for any student with a disability is to encourage, promote, and maximize independence; therefore, other options should be considered before assigning a SCIA to a student. If not carefully monitored, special circumstance assistance can easily and unintentionally foster dependence. A student’s total educational program must be carefully evaluated to determine where support is indicated. Natural support and existing staff support should be used whenever possible to promote the least restrictive environment.



**Santa Clara County SELPAs  
Guidelines for Related Services of  
Special Circumstance Instructional Assistance  
(SCIA)**

**A. The general categories to be considered for special circumstance instructional assistance are:**

**1. Behavioral**

When determining that there is a need for additional personnel support due to behavioral difficulties, the IEP must include either a Behavior Support Plan (BSP) or Behavior Intervention Plan (BIP) and appropriate goals and objectives.

**2. Instructional**

When determining that there is a need for additional personnel support due to an instructional need in special education setting, the IEP Team must utilize appropriate assessment information to support this recommendation.

**3. Inclusion/Mainstreaming**

When determining that there is a need for additional personnel support to facilitate student success in the general education environment, the IEP Team must utilize appropriate assessment information to support this recommendation

**4. Specialized Physical Health Care (SPHC)**

When determining that there is a need for additional personnel support due to medical need, a specialized physical health care plan will be developed and approved by physician and parent.

**B. Pre-referral Considerations:**

Prior to submitting a request for SCIA, the following issues should be addressed and considered:

1. Review how existing staff is being utilized and provide additional training in efficient use of classroom personnel if necessary.
2. Review class loading and grouping of students within classes.
3. Review behavior support plan or behavior intervention plan for effectiveness and implementation and modify if necessary.
4. Review supports/modifications/accommodations required for student success in regular education or special education setting and modify if necessary.

**C. Guidelines for Obtaining Special Circumstance Instructional Assistance (Behavioral, Instruction, Inclusion)**

For inter-district transfers and COE placements, when a SCIA is being considered for a student, a district representative shall be required to participate in the IEP Team meeting.

1. Provider of service shall send district of residence the following forms: *Referral for Need of Special Circumstance Instructional Assistance (SCIA)* along with the completed *Student Needs for Additional Support Rubric* and *Observational Evaluation to Determine the Need for Additional Support*.
2. District of residence shall have the opportunity to observe the student prior to the IEP Team meeting.

3. Provider of service will confer with the district of residence after they both have had the opportunity to observe to determine if there is a need for additional data prior to the IEP Team meeting.
4. If the IEP Team determines the need for a SCIA it will be documented on the IEP and the IEP will be reviewed at least every six (6) months. The plan should be monitored and documented with data collection.

#### D. Determining the Need for Special Circumstance Instructional Assistance (SCIA)

After completing the *Observational Evaluation to Determine the Need for Additional Support* and the *Student Needs for Additional Support Rubric* and *Observational Evaluation to Determine the Need for Additional Support* an IEP Team meeting will be scheduled. The IEP should include the following:

	<b>Behavior</b>	<b>Inclusion</b>	<b>Instruction</b>	<b>SPHC</b>
<b>Reason for service</b>	Reason for service requested and assessment of current need for additional support.	Reason for service requested and assessment of current need for additional support.	Reason for service requested and assessment of current need for additional support.	Reason for service requested and assessment of current need for additional support.
<b>Goals</b>	Goals that address the skills that need to be taught in order for the SCIA to be faded.	Depending on whether the need is physical, behavioral or instructional, goals may or may not be appropriate.	Depending on whether the need is physical, behavioral or instructional, goals may or may not be appropriate.	Goals not applicable.
<b>Schedule for Review</b>	When additional support is required, the IEP Team needs to review the BIP or BSP and the effectiveness of the additional support, at least every 6 months.	When additional support is required, the IEP Team will determine the frequency of review to evaluate the effectiveness and continued need of the additional support.	When additional support is required, the IEP Team will determine the frequency of review to evaluate the effectiveness and continued need of the additional support.	The specialized physical health care plan must be reviewed at least annually by a physician.
<b>Additional Documentation Required</b>	A behavior support plan or a behavior intervention plan including behavioral goals.	Systematic written documentation which addresses how supports/modifications/accommodations required for student to be successful in the regular education classroom.	Systematic written documentation which addresses how supports/modifications/accommodations required for student to be successful in the special education setting.	Specialized physical health care plan must be in place approval by physician and parent.

**Santa Clara County SELPAs**  
**Process Checklist for Consideration of Additional Support**  
**for Behavior, Instruction, or Inclusion/Mainstream**

Date Completed:

1. \_\_\_/\_\_\_/\_\_\_ The administrator of the program providing the service contacts the district of residence administrator within ten (10) school days when there has been a request for consideration of Special Circumstances Instructional Assistance.  
Include the following information:
  - A. Who made the request or suggestion
  - B. Justification for consideration of extra support.
  
2. \_\_\_/\_\_\_/\_\_\_ Provider of Service sends district the two forms: *Student Needs for Additional Support Rubric* and *Observational Evaluation to Determine the Need for Additional Support* within thirty (30) calendar days.
  
3. \_\_\_/\_\_\_/\_\_\_ District of residence has the opportunity to observe the student prior to the IEP Team meeting and review the *Observational Evaluation to Determine the Need for Additional Support*.
  
4. \_\_\_/\_\_\_/\_\_\_ Provider of service will confer with the district of residence after they both have the opportunity to observe to determine if there is a need for additional data prior to the IEP Team meeting.
  
5. \_\_\_/\_\_\_/\_\_\_ IEP meeting is convened. District administrator or designee must be in attendance. IEP Team meeting is scheduled at a mutually convenient time for the both LEAs. If it is determined that a Special Circumstance Instructional Assistance is necessary, it will be documented on the IEP.

Teacher's Name:

School:

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District:

Student:

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**Santa Clara County SELPAs**  
**Observational Evaluation to Determine the Need for Additional Support**  
**for Behavior, Instruction (may not be needed for inclusion/mainstream support)**

Student: \_\_\_\_\_ School: \_\_\_\_\_

Teacher: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

Please complete the following review of the visual and physical structure of the classroom, curricular design, data collection and planning.

**A. Posted Schedule**

1. The following are included in the posted schedule (attach sample):

- |                                     |                                   |
|-------------------------------------|-----------------------------------|
| <input type="checkbox"/> Time       | <input type="checkbox"/> Student  |
| <input type="checkbox"/> Staff name | <input type="checkbox"/> Activity |

**B. Visual Schedule for individual student**

1. Student uses the following as a symbol for individualized schedule:

- |                                     |                                     |
|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> Object     | <input type="checkbox"/> Icon       |
| <input type="checkbox"/> Photograph | <input type="checkbox"/> Words      |
| <input type="checkbox"/> Picture    | <input type="checkbox"/> Other_____ |

2. Room is arranged with a visual structure to show where tasks are completed per schedule:

- |   |  |
|---|--|
| <input type="checkbox"/> Area for work one-to-one | <input type="checkbox"/> Area for independent work |
| <input type="checkbox"/> Area for group work      | <input type="checkbox"/> Area for leisure          |
|   | <input type="checkbox"/> Other_____                |

3. Level of student following the schedule:

- |  |  |
|--|--|
| <input type="checkbox"/> Independent                       | <input type="checkbox"/> Physical prompt |
| <input type="checkbox"/> Indirect verbal or gesture prompt | <input type="checkbox"/> Not at all      |
| <input type="checkbox"/> Direct verbal prompt              |  |

4. Student use of the schedule:

- |   |   |
|---|---|
| <input type="checkbox"/> Student carries schedule       | <input type="checkbox"/> Student uses transition cards          |
| <input type="checkbox"/> Student goes to schedule board | <input type="checkbox"/> Teacher carries and shows the schedule |
|   | <input type="checkbox"/> Other                                  |

**C. Curriculum and instructional planning**

1. Check the curricular domains included in the student program:

- |  |  |
|--|--|
| <input type="checkbox"/> Communication                 | <input type="checkbox"/> Pre-vocational/vocational |
| <input type="checkbox"/> Self-care                     | <input type="checkbox"/> Behavior                  |
| <input type="checkbox"/> Academics (may be functional) | <input type="checkbox"/> Other                     |
| <input type="checkbox"/> Motor skills/mobility         |  |

2. Describe reinforcements and reinforcement schedule used. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. List equipment or devices used that may relate to the need for assistance (may be low incidence equipment or assistive technology device). \_\_\_\_\_  
\_\_\_\_\_

3. List age appropriate materials and activities. \_\_\_\_\_  
\_\_\_\_\_

**D. Describe the school day, in reference to assistance now provided and the times and activities where the student might need additional support.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E. Check any other types of assistance needed**

- Training for instructional staff  
List Areas: \_\_\_\_\_
- Consultation for the classroom  
List Areas: \_\_\_\_\_
- Other \_\_\_\_\_

## Santa Clara County SELPAs

Student Needs for Additional Support Rubric(preliminary step)

Student Name: \_\_\_\_\_ DOB: \_\_/\_\_/\_\_ Disability: \_\_\_\_\_

Teacher: \_\_\_\_\_ Current Program: \_\_\_\_\_

School Site: \_\_\_\_\_ Room: \_\_\_\_\_ Completed by: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

8	Health / Personal Care	Behavior	Instruction	Inclusion / Mainstream
0	General good health; No specialized health care procedure or medications taken. No time required for health care. Independently maintains all "age appropriate" personal care needs.	Follows adult directions without frequent prompts or close supervision. Handles change and redirection. Usually gets along with peers and adults. Seeks out friends.	Participates fully in whole class instruction. Stays on task during typical instruction activity. Follows direction with few to no additional prompts.	Participates in some core curriculum within general education class and requires few modifications. Can find classroom. Usually socializes well with peers.
1	Mild or occasional health concerns. Allergies or other chronic health conditions. No specialized health care procedure. Medications administration takes less than 10 minutes. Needs reminders to complete "age appropriate" personal care activities.	Follows adult directions but occasionally requires additional encouragement and prompts. Occasional difficulty with peers or adults. Does not always seek out friends but plays if invited.	Participates in group at instructional level but may require additional prompts, cues or reinforcement. Requires reminders to stay on task, follow directions and to remain engaged in learning.	Participates with modification and accommodation. Needs occasional reminders of room and schedule. Requires some additional support to finish work and be responsible. Needs some social cueing to interact with peers appropriately.
2	Chronic health issues (ear infections, ADD, diabetes, bee sting allergy). Generic specialized health care procedure and take medication. Health care intervention for 10-15 min daily (diet, blood sugar, medication). Requires reminders and occasional additional prompts or limited hands-on assistance for washing hands, going to the bathroom, wiping mouth, shoes, buttons, zippers, etc. Occasional toileting accidents.	Has problems following directions and behaving appropriately. Can be managed adequately with a classroom behavior management plan, but unable to experience much success without behavior support plan implementation.	Cannot always participate in whole class instruction. Requires smaller groups and frequent verbal prompts, cues or reinforcement. On task about 50% of the time with support. Requires more verbal prompts to follow directions.	Participates with visual supervision and occasional verbal prompts. Requires visual shadowing to get to class. Needs modifications and accommodations to benefit from class activities. Regular socialization may require adult facilitation.
3	Very specialized health care procedure and medication. Limited mobility or physical limitations, requiring assistance (stander, walker, gait trainer or wheelchair). Special food prep or feeding. Health related interventions 15-45 min daily. Frequent physical prompts and direction assistance to participate in personal care. Food prep required regularly. Require toilet schedule, training, direct help, diapering.	Serious behavior problems almost daily. Defiant and/or prone to physical aggression. Requires a Behavior Intervention Plan (BIP) and behavior goals and objectives on the IEP. Requires close visual supervision to implement BIP. Medication for ADHD or other behaviors.	Difficult to participate in a large group. Requires low student staff ratio, close adult proximity and prompts including physical assistance to stay on task. Primarily complies only with 1:1 directions and monitoring. Cognitive abilities and skills likely require modifications not typical for class as a whole. Needs discrete Trail, ABA, Structured Teaching, PECS. Requires signing over 80% of time.	Participation may require additional staff for direct instructional and behavioral support. Requires direct supervision going to and from class. Always requires modifications and accommodations for class work. Requires adult to facilitate social interaction with peers.
4	Specialized health care procedure requiring care by specially trained employee (G tube, tracheotomy, catheterization). Takes medication; requires positioning or bracing multiple times daily. Health related interventions 45 min. daily. Direct assistance with most personal care. Requires two-person lift. Direct 1:1 assistance 45 or more minutes daily. <b>If student is in COE program follow SCCOE Guidelines for SPHC Assistance.</b>	Serious behavior problems with potential for injury to self and others, runs away, aggressive on a daily basis. Functional Analysis of Behavior or Hughes Bill has been completed and the student has a well developed BIP which must be implemented to allow the student to safely attend school. Staff has been trained in the management of assaultive behaviors.	Cannot participate in a group without constant 1:1 support. Requires constant verbal and physical prompting to stay on task and follow directions. Regularly requires specific 1:1 instructional strategies to benefit from the EP. Cognitive abilities and skills require significant accommodation and modification not typical for the class group.	Always requires 1:1 staff in close proximity for direct instruction, safety, mobility or behavior monitoring. Requires 1:1 assistance to go to and from class 80% of the time. Requires adult to facilitate social interaction with peers and remain in close proximity at all times.

**Review of Behavior Support Plan (BSP)  
Or Behavior Intervention Plan (BIP)**

Form must be completed when SCI Assistance is requested due to behavioral issues.  
**(Attach a copy of the student's BSP or BIP to this form.)**

Student:	ID#	Date: __/__/__
Age:	Grade:	Disability:
DOB: __/__/__	Reg. Ed. Teacher:	Placement:
School:	SPED Teacher:	Phone:
Date of BSP/BIP: __/__/__	Behavior Case Mgr:	Phone:

What are the target behaviors in the BSP or BIP?

**CIRCLE ONE:**

- YES NO The request for SCI Assistance is related to the identified target behaviors in the BSP or BIP.
- YES NO All interventions are developmentally appropriate for student.
- YES NO BSP or BIP is written with enough clarity and detail for any new staff to understand and implement.
- YES NO All implementers (including Educational Assistants and DIS) have a copy of the plan.
- YES NO All implementers (including Educational Assistants and DIS) understand and/or have training in the strategies contained in the plan.
- YES NO Behavior case management support for the plan is adequate.
- YES NO Student is making progress on target behaviors. Indicate supporting evidence (e.g., grades, rate of homework completion, duration on-task behavior, frequency and quality of social interactions).

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**Action(s)**

- BSP or BIP is appropriate, and no modifications are needed.
- Revise BSP or BIP
- Develop BSP or BIP
- Train support staff. Describe: \_\_\_\_\_
- Other: \_\_\_\_\_

Comments: \_\_\_\_\_

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## REFERRAL FOR SPECIAL CIRCUMSTANCES INSTRUCTIONAL ASSISTANCE (SCI ASSISTANCE)

Student:	ID#:	Date:
Age:	Grade:	Disability:
DOB:	Gen Ed Teacher:	Placement:
School:	Sp Ed Teacher:	Contact Phone:

Reason for Referral:
Previous interventions and results ( <i>including frequency, duration, and location</i> ):
Other unique needs:
How is existing staff in your classroom or site utilized?
<p>Attach the following information:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>SCI Assistance Rubric (Step 1, Form 2)</b></li> <li><input type="checkbox"/> <b>Review of BSP or BIP (Step 1, Form 3)</b></li> <li><input type="checkbox"/> Student's BSP or BIP</li> <li><input type="checkbox"/> IEP goals with <u>progress toward goals noted</u></li> <li><input type="checkbox"/> Behavioral data (data collection on frequency, duration, and severity of behavior)</li> <li><input type="checkbox"/> Academic progress/assessments (current informal and/or curriculum-based assessments)</li> <li><input type="checkbox"/> Student's schedule</li> <li><input type="checkbox"/> Psycho-Educational report(s)</li> <li><input type="checkbox"/> Discipline referral information</li> <li><input type="checkbox"/> Health records</li> </ul>

This referral is made at the request of the

Teacher \_\_\_\_\_  Case Mgr. \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_  
Person Completing Referral

\_\_\_\_\_  
Date



California Department of Education (<http://www.cde.ca.gov/sp/se/lr/trnsprtgdlns.asp>)

## Special Education Transportation Guidelines

Guidelines for use by Individualized Education Program (IEP) Teams when determining required transportation services.

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*California Education Code (EC)* citations, including Code content, and *Code of Federal Regulations (CFR)* citations have been updated to reflect changes since June 2017.

### Preface

*EC* Section 41851.2 (Assembly Bill 876 [Canella], Chapter 283, Statutes of 1991), required the State Superintendent of Public Instruction (SSPI) to develop special education transportation guidelines for use by individualized education program (IEP) teams that clarify when special education services are required.

The State Board of Education, Advisory Commission on Special Education, Special Education Local Plan Area (SELPA) Administrators, Special Education Administrators of County Offices (SEACO), Protection & Advocacy, Inc., Team of Advocates for Special Kids (TASK), school districts, County Offices of Education (COE), transportation offices, California Department of Education staff and other interested parties provided valuable contributions to the development of the 1993 Guidelines For Use By Individualized Education Program (IEP) Teams When Determining Required Transportation Services.

The guidelines should be utilized to plan and implement transportation services to pupils that require this service to benefit from special education instruction and/or related services.

### Introduction

*EC* Section 56040 states: "Every individual with exceptional needs who is eligible to receive special education instruction and related services under this part [ Part 30 ] shall receive that instruction and those services at no cost to his or her parents or, as appropriate, to him or her." Special education transportation is defined in federal regulation [34 *CFR* Section 300.34(c)(16) ] as a related service. Transportation is required to be provided as a related service if it is required to assist a child with a disability to benefit from special education. In addition, as required for any special education program, the service must be provided to meet the criteria for a free, appropriate public education as defined in federal regulation 34 *CFR* Section 300.17.

*EC* Section 41851.2 [(Assembly Bill (AB) 876 (Canella)], Chapter 283, Statutes of 1991), required that the SSPI develop special education transportation guidelines for use by IEP teams that clarify "when special education transportation services, as defined in [EC] Section 41850, are required." *EC* 41850(d) defines "special education transportation" as:

- (1) The transportation of severely disabled special day class pupils, and orthopedically impaired pupils who require a vehicle with a wheelchair lift, who received transportation in the prior fiscal year, as specified in their individualized education program.
- (2) A vehicle that was used to transport special education pupils.

EC 41850(b) defines "home-to-school transportation services" for pupils with exceptional needs as:

- (5) The transportation of individuals with exceptional needs as specified in their individualized education programs, who do not receive special education transportation as defined in subdivision (d).

Examples that IEP teams may consider under EC 41850(b) include pupils with severe disabilities who are not placed in special day classes or otherwise enrolled in programs serving pupils with profound disabilities, pupils with orthopedic disabilities who do not use wheelchairs or require lifts, students beginning special education who did not receive transportation under an IEP in the prior fiscal year, pupils with other health impairments, learning disabilities or other cognitive disabilities, or pupils who live beyond reasonable distance to their school and would not, without transportation, have access to appropriate special education instruction and related services at no cost.

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### **Considerations for Use by Local Education Agencies, Special Education Local Plan Areas, County Offices of Education and/or Transportation Cooperatives**

It is recommended that these issues and concepts be taken under consideration by all LEAs, SELPAs, COEs and/or transportation cooperatives that provide any special education transportation in preparation for organizing a transportation system and providing services that will allow for students' placement in the least restrictive environment while also allowing for the most cost-effective special education transportation system.

#### **Transportation Policies**

Each LEA providing special education is required to adopt policies for the programs and services it operates, consistent with agreements with other districts or county offices and/or agreements stated as part of the local plan for special education (EC 56195.8). These policies describe how special education transportation is coordinated with regular home-to-school transportation and set forth criteria for meeting the transportation needs of pupils receiving special education [ EC 56195.8(b)(5)]. It is recommended these policies focus upon pupil needs as the primary consideration for determining transportation services and that these policies also address the needs of pupils who may be eligible for transportation services as required by the Federal Rehabilitation Act of 1973, Section 504.

#### **Delivery of Services**

Districts/SELPAs/COEs responsible for implementation of IEPs should be knowledgeable of transportation policies and/or procedures that address the responsibilities of the IEP team in regard to transportation and the delivery of services to eligible students in their least restrictive environment.

This includes consideration of services that are provided in the setting appropriate to the needs of the student at the pupil's neighborhood school, or within the district or SELPA; regional and/or magnet programs and services may also be appropriate to the needs of the pupil. Consideration should be taken regarding the effect that the location of a placement will have on the length of time that a student has to or from school each day. Placements should not be made solely on a "space available" basis. If a student is receiving services outside of his/her residence area, the placement should be reviewed at least annually in order to determine if a placement closer to the student's residence would be appropriate.

### **Location of Programs, Placement of Pupils**

The efficiency of a transportation system for special education is partially dependent on the location of the program sites and the placements of students. A demographic and geographic review that analyzes the present locations of programs, program needs, and population served should take place. Program service regions with clearly defined service areas can then be established, using residence areas of the neighborhood schools. While this also involves the issue of available facilities, a mission statement and policies developed by the agency may promote the comprehensive commitment to all pupils and the acceptance of pupils with exceptional needs in a broad variety of settings.

### **Additional Policy Considerations**

Other subjects that need policy and procedure directives may include control of pupil medicine transported between home and school on a vehicle; student suspension; physical intervention and management; authority to use special harnesses, vest, and belts; early closing of school due to inclement weather or other emergencies; authority to operate special equipment; when no adult is home to receive pupils; when and how to involve community emergency medical and/or law enforcement personnel; use of mobility aides; control and management of confidential information; use of bus aides; and other.

### **Coordination of Calendars and Schedules**

Coordination of student attendance calendars at all school sites that provide special education services is necessary to fully utilize transportation services and to minimize the number of required days of transportation service.

In unified districts, multi-track districts, multi-district SELPAs, COEs and/or in transportation cooperatives, standardization of calendars should include the coordination of starting and ending dates of school years, bell schedules (starting and ending times), vacation/intersession breaks, staff development days (School Improvement Program, School Based Coordinated Program, other), minimum day schedules, etc. This coordination should be done so that all significant transportation implications are addressed and transportation resources are effectively utilized.

### **Length of School Day, Related Services, Extracurricular Events**

It should be noted that the use of alternative starting times for all special education students at a site can lead to program compliance concerns. Pupils receiving special education and related services must be provided with an educational program in accordance with their IEP for at least the same length of time as the regular school day for their chronological peer group, unless otherwise stated in a student's IEP. In addition, there may be occasions where the needs of the pupil require receiving therapy or some other related service that cannot be provided during the "established" school day. If provisions for "early" or "late" transportation are made for pupils within the general education program due to extra-curricular events, provisions for equal opportunity to these events for pupils with exceptional needs who require special transportation must also be made.

### **Use of Policy and Resource Information**

An overview of all available transportation resources should be provided to all administrators, IEP team leaders/case managers or chairpersons and other IEP team members who are authorized to recommend the type of special education service and the location where the service will be provided.

## **Guidelines for Use by the Individualized Education Program (IEP) Team**

### **Local Education Agency Rules and Policies**

All pupils, including those receiving specialized instruction and services, are subject to the rules and policies governing regular transportation offerings within the local education agency, unless the specific needs of the eligible pupil or the location of the special education program/service dictate that special education transportation is required.

### **Primary Consideration: Pupil Needs**

The specific needs of the pupil must be the primary consideration when an IEP team is determining any transportation needs. These may include, but are not limited to:

1. Medical diagnosis and health needs consideration of whether long bus rides could affect a certain pupil's health (duration, temperature control, need for services, health emergencies); general ability and/or strength to ambulate/wheel; approximate distance from school or the distance needed to walk or wheel oneself to the school; consideration of pupil needs in inclement or very hot weather, other.
2. Physical accessibility of curbs, sidewalks, streets, and public transportation systems.
3. Consideration of a pupil's capacity to arrive at school on time, to avoid getting lost, to avoid dangerous traffic situations, and to avoid other potentially dangerous or exploitative situations on the way to and from school.
4. Behavioral Intervention Plans [*Education Code* sections 56520-56525] specified by the pupil's IEP and consideration of how to implement such plans while a pupil is being transported.
5. Mid-day or other transportation needs as required on a pupil's IEP (for example, occupational or physical therapy or mental health services at another site, community based classes, etc.) must also be taken into consideration when the IEP team discusses a pupil's placement and transportation needs.
6. Extended school year services, pursuant to *EC* Section 56345(b)(3), should be another consideration of a pupil's need for transportation if considered necessary to provide a free appropriate public education as specified in a pupil's IEP.

### **Transportation Staff and IEP Team Meetings**

Effective practice requires that procedures are developed for communication with transportation personnel and that transportation staff are present at IEP team meetings when the pupil needs the use of adaptive or assistive equipment, when school bus equipment is required to be modified, when the pupil exhibits severe behavioral difficulties and a behavior intervention plan is to be implemented, when the pupil is medically fragile and requires special assistance, and/or when the pupil has other unique needs.

### **Transportation Options**

Considering the identified needs of the pupil, transportation options may include, but not be limited to: walking, riding the regular school bus, utilizing available public transportation (any out-of-pocket costs to the pupil or parents are reimbursed by the local education agency), riding a special bus from a pick up point, and portal-to-portal special education transportation via a school bus, taxi, reimbursed parent's driving with a parent's voluntary participation, or other mode as determined by the IEP team. When developing specific IEP goals and objectives related to the pupil's use of public transportation, the IEP team may wish to consider a blend of transportation services as the pupil's needs evolve. Specialized transportation, as a related service, must be written on the pupil's IEP with specificity and should be approved by the transportation administrator. It is recommended that services be described

in sufficient enough detail to inform the parties of how, when and from where to where transportation will be provided and, where arrangements for the reimbursement of parents are required, the amount and frequency of reimbursement.

### **Suspension from the School Bus**

Occasionally pupils receiving special education services are suspended from bus transportation (*EC* 48900-48927 Suspension or Expulsion). The suspension of a pupil receiving special education services from California transportation can constitute a significant change of placement if the district: 1) has been transporting the student; 2) suspends the student from transportation as a disciplinary measure; and 3) does not provide another mode of transportation (Office of Civil Rights, Letter of Finding Complaint No. 04-89-1236, December 8, 1989).

A significant change in placement requires a meeting of the IEP team to review the pupil's IEP. During the period of any exclusion from bus transportation, pupils must be provided with an alternative form of transportation at no cost to the pupil or parent or guardian in order to be assured of having access to the required special education instruction and services (*EC* 48915.5).

*EC* 48915.5(c) reads:

If an individual with exceptional needs is excluded from school bus transportation, the pupil is entitled to be provided with an alternative form of transportation at no cost to the pupil or parent or guardian provided that transportation is specified in the pupil's individualized education program. (AB 1859, Chapter 492, Statutes of 2002 as amended by AB 685, Chapter 56, Statutes of 2007.)

### **Summary**

The LEA providing special education is required to adopt policies for the programs and services it operates, consistent with agreements with other districts or county offices stated as part of the local plan for special education. These policies describe how special education transportation is coordinated with regular home-to-school transportation and set forth criteria that are consistent with these Guidelines for meeting the transportation needs of pupils receiving special education.

These policies and an overview of all available transportation resources should be provided to all administrators, IEP team leaders/case managers/chairpersons and other IEP team members who are authorized to recommend the type of special education service and the location where the service will be provided.

The specific needs of the pupil must be the primary consideration when an IEP team is determining transportation services. It is often beneficial to have transportation staff present at IEP team meetings. The combination of planning and providing information to IEP teams maximizes appropriate placements and efficient cost-effective transportation systems.

### **Notice**

The guidance in the Special Education Transportation Guidelines is not binding on local education agencies (LEAs) or other entities. Except for the statutes, regulations, and court decisions that are referenced herein, the Guidelines are exemplary and compliance is not mandatory. (*EC* Section 33308.5)

**Questions:** [Focused Monitoring and Technical Assistance Consultant](#)

Last Reviewed: Wednesday, July 5, 2017



# Testing Variations, Accommodations, and Modifications

**Note:** Refer to the *California Code of Regulations*, Title 5, Education, for each specific assessment program for more detail.

**Matrix 1. Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments**

Test Variation (1) Accommodation (2) Modification (3)	STAR Program			CAHSEE	CELDT	PFT
	CST	CMA	STS			
Test administration directions that are simplified or clarified (does not apply to test questions)	ALL	ALL	ALL	ALL	ALL	ALL
Student marks in test booklet (other than responses) including highlighting	ALL	ALL	ALL	ALL	ALL	Not Applicable
Test students in a small group setting	ALL	ALL	ALL	ALL	ALL	ALL
Extra time on a test within a testing day	ALL	ALL	ALL	ALL	ALL	ALL
Test individual student separately, provided that a test examiner directly supervises the student	1	1	1	1	1	1
Visual magnifying equipment	1	1	1	1	1	Not Applicable
Audio amplification equipment	1	1	1	1	1	1
Noise buffers (e.g., individual carrel or study enclosure)	1	1	1	1	1	Not Applicable
Special lighting or acoustics; special or adaptive furniture	1	1	1	1	1	Not Applicable
Colored overlay, mask, or other means to maintain visual attention	1	1	1	1	1	Not Applicable

All	All students may be provided these test variations.
Test Variation (1)	Students may have these testing variations if regularly used in the classroom.
Accommodation (2)	Eligible students shall be permitted to take the examination/test with <b>accommodations</b> if specified in the eligible student's IEP or Section 504 plan for use on the examination, standardized testing, or for use during classroom instruction and assessment.
Modification (3)	For the <b>STAR</b> Program (CST and STS only) and <b>CELDT</b> , eligible students shall be permitted to take the tests with <b>modifications</b> if specified in the eligible student's IEP or Section 504 plan. Eligible students shall be permitted to take the <b>CAHSEE</b> with <b>modifications</b> if specified in the eligible student's IEP or Section 504 plan for use on the examination, standardized testing, or for use during classroom instruction and assessment.

Test Variation (1) Accommodation (2) Modification (3)	STAR Program			CAHSEE	CELDT	PFT
	CST	CMA	STS			
Manually Coded English or American Sign Language to present directions for administration (does not apply to test questions)	1	1	1	1	1	1
Student marks responses in test booklet and responses are transferred to a scorable answer document by an employee of the school, district, or nonpublic school	2	2	2	2	2	Not Applicable
Student dictates multiple-choice question responses orally, or in Manually Coded English to a scribe, audio recorder, or speech-to-text converter for selected-response items	2	2	2	2	2	Not Applicable
Word processing software with spell and grammar check tools turned off for the essay responses (writing portion of the test)	2	2	Not Applicable	2	2	Not Applicable
Essay responses dictated orally or in Manually Coded English to a scribe, audio recorder, or speech-to-text converter and the student provides all spelling and language conventions	2	2	Not Applicable	2	2	Not Applicable
Assistive device that does not interfere with the independent work of the student on the multiple-choice and/or essay responses (writing portion of the test)	2	2	2	2	2	Not Applicable
Braille transcriptions provided by the test contractor	2	2	2	2	2	Not Applicable
Large-print versions or test items enlarged (not duplicated) to a font size larger than that used on large print versions	2	2	2	2	2	Not Applicable

All	All students may be provided these test variations.
Test Variation (1)	Students may have these testing variations if regularly used in the classroom.
Accommodation (2)	Eligible students shall be permitted to take the examination/test with <b>accommodations</b> if specified in the eligible student's IEP or Section 504 plan for use on the examination, standardized testing, or for use during classroom instruction and assessment.
Modification (3)	For the <b>STAR</b> Program (CST and STS only) and <b>CELDT</b> , eligible students shall be permitted to take the tests with <b>modifications</b> if specified in the eligible student's IEP or Section 504 plan. Eligible students shall be permitted to take the <b>CAHSEE</b> with <b>modifications</b> if specified in the eligible student's IEP or Section 504 plan for use on the examination, standardized testing, or for use during classroom instruction and assessment.

## 2012 Testing Variations, Accommodations, and Modifications

Test Variation (1) Accommodation (2) Modification (3)	STAR Program			CAHSEE	CELDT	PFT
	CST	CMA	STS			
Test over more than one day for a test or test part to be administered in a single sitting	2	2	2	2	2	Not Applicable
Supervised breaks within a section of the test	2	2	2	2	2	Not Applicable
Administration of the test at the most beneficial time of day to the student	2	2	2	2	2	2
Test administered at home or in hospital by a test examiner	2	2	2	2	2	2
Manually Coded English or American Sign Language to present test questions and answer options	2 Math, Science, History–Social Science	2 Math and Science	2 Math	2 Math	2 Writing	Not Applicable
	3 ELA	2 ELA (excludes passages)	3 Reading, Language Arts	3 ELA	3 Reading, Listening, Speaking	
	2 Writing Task	2 Writing Task	Not Applicable	2 Writing Task		
Test questions and answer options read aloud to student or used audio CD presentation	2 Math, Science, History–Social Science	2 Math and Science	2 Math	2 Math	2 Writing	Not Applicable
	3 ELA	2 ELA (excludes passages)	3 Reading, Language Arts	3 ELA	3 Reading	

All	All students may be provided these test variations.
Test Variation (1)	Students may have these testing variations if regularly used in the classroom.
Accommodation (2)	Eligible students shall be permitted to take the examination/test with <b>accommodations</b> if specified in the eligible student's IEP or Section 504 plan for use on the examination, standardized testing, or for use during classroom instruction and assessment.
Modification (3)	For the <b>STAR</b> Program (CST and STS only) and <b>CELDT</b> , eligible students shall be permitted to take the tests with <b>modifications</b> if specified in the eligible student's IEP or Section 504 plan. Eligible students shall be permitted to take the <b>CAHSEE</b> with <b>modifications</b> if specified in the eligible student's IEP or Section 504 plan for use on the examination, standardized testing, or for use during classroom instruction and assessment.



Test Variation (1) Accommodation (2) Modification (3)	STAR Program			CAHSEE	CELDT	PFT
	CST	CMA	STS			
	2 Writing Task	2 Writing Task	Not Applicable	2 Writing Task		
Calculator on the mathematics tests	3	2 Grade 5 only	3	3	Not Applicable	Not Applicable
Calculator on the science tests	3	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Arithmetic table or formulas (not provided) on the mathematics tests	3	Not Applicable	3	3	Not Applicable	Not Applicable
Dictionary	3	Not Applicable	3	3	3	Not Applicable
Arithmetic table or formulas (not provided) on the science tests	3	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Math manipulatives on the mathematics tests	3	2	3	3	Not Applicable	Not Applicable
Math manipulatives on the science tests	3	2	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Word processing software with spell and grammar check tools enabled on the essay responses writing portion of test	3	Not Applicable	Not Applicable	3	3	Not Applicable
Essay responses dictated orally, in Manually Coded English, or in American Sign Language to a scribe audio recorder, or speech-to-text converter (scribe provides spelling, grammar, and language conventions)	3	Not Applicable	Not Applicable	3	3	Not Applicable
Assistive device that interferes with the independent work of the student on the multiple-choice and/or essay responses	3	Not Applicable	3	3	3	Not Applicable

All	All students may be provided these test variations.
Test Variation (1)	Students may have these testing variations if regularly used in the classroom.
Accommodation (2)	Eligible students shall be permitted to take the examination/test with <b>accommodations</b> if specified in the eligible student's IEP or Section 504 plan for use on the examination, standardized testing, or for use during classroom instruction and assessment.
Modification (3)	For the <b>STAR</b> Program (CST and STS only) and <b>CELDT</b> , eligible students shall be permitted to take the tests with <b>modifications</b> if specified in the eligible student's IEP or Section 504 plan. Eligible students shall be permitted to take the <b>CAHSEE</b> with <b>modifications</b> if specified in the eligible student's IEP or Section 504 plan for use on the examination, standardized testing, or for use during classroom instruction and assessment.

Test Variation (1) Accommodation (2) Modification (3)	STAR Program			CAHSEE	CELDT	PFT
	CST	CMA	STS			
Unlisted Accommodation	Check with STAR Office prior to use	Check with STAR Office prior to use	Check with STAR Office prior to use	Check with CAHSEE/PFT Office prior to use	Check with CELDT Office prior to use	Check with CAHSEE/PFT Office prior to use
Unlisted Modification	Check with STAR Office prior to use	Not Applicable	Check with STAR Office prior to use	Check with CAHSEE/PFT Office prior to use	Check with CELDT Office prior to use	Check with CAHSEE/PFT Office prior to use

All	All students may be provided these test variations.
Test Variation (1)	Students may have these testing variations if regularly used in the classroom.
Accommodation (2)	Eligible students shall be permitted to take the examination/test with <b>accommodations</b> if specified in the eligible student's IEP or Section 504 plan for use on the examination, standardized testing, or for use during classroom instruction and assessment.
Modification (3)	For the <b>STAR</b> Program (CST and STS only) and <b>CELDT</b> , eligible students shall be permitted to take the tests with <b>modifications</b> if specified in the eligible student's IEP or Section 504 plan. Eligible students shall be permitted to take the <b>CAHSEE</b> with <b>modifications</b> if specified in the eligible student's IEP or Section 504 plan for use on the examination, standardized testing, or for use during classroom instruction and assessment.

## Matrix 2. Matrix of Test Variations for Administration of California Statewide Assessments for English Learners

Because the CELDT and STS are tests specifically for English learners (ELs), there are not separate guidelines for administering the CELDT and the STS to this population. Please refer to the Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments, the first table in this section, for additional variations for all students, including English learners.

Test Variation	STAR Program		CAHSEE	PFT
	CST	CMA		
Hear the test directions printed in the test administration manual translated into the student's primary language. Ask clarifying questions about the test directions in the student's primary language.	Variation Allowed	Variation Allowed	Variation Allowed	Variation Allowed
Additional supervised breaks within a testing day <i>or</i> following each section (STAR) within a test part provided that the test section is completed within a testing day. A test section is identified by a "STOP" at the end of it.	Variation Allowed	Variation Allowed	Variation Allowed	Not Applicable
English learners (ELs) may have the opportunity to be tested separately with other ELs provided that the student is directly supervised by an employee of the school who has signed the test security affidavit and the student has been provided such a flexible setting as part of his/her regular instruction or assessment.	Variation Allowed	Variation Allowed	Variation Allowed	Variation Allowed
Access to translation glossaries/word lists (English-to-primary language). Glossaries/word lists shall not include definitions or formulas.	Variation Allowed Math, Science, History–Social Science	Variation Allowed Math and Science	Variation Allowed	Not Applicable
	Not Allowed ELA	Not Allowed ELA		

# CMA Participation Criteria and Definition of Terms

## California Modified Assessment Participation Criteria

These criteria for guiding individualized education program (IEP) teams in making decisions about which students with disabilities should participate in the California Modified Assessment (CMA) are based, in part, on Title 34 of the Code of Federal Regulations, Part 200—Title I—Improving the Academic Achievement of the Disadvantaged.

### 1. Previous Participation

#### CST

The student shall have taken the California Standards Test (CST) in a previous year and scored Below Basic or Far Below Basic in the subject area being assessed by the CMA and may have taken the CST with modifications.

#### CAPA

Previous participation in the California Alternate Performance Assessment (CAPA) shall not preclude a student from participation in the CMA.

The student shall have taken the CAPA Level 2–5 in two previous years and received a performance level of either Proficient or Advanced.

*Note: The student shall not be allowed to take both the CAPA and CMA. Students shall take either:*

- CAPA in all subject areas;*
- CST in all subject areas;*
- CMA in all subject areas; or*
- a combination of CST and CMA in the subject areas being assessed.*

### 2. Progress Based On Multiple Measures and Objective Evidence

The student's disability has precluded the student from achieving grade-level proficiency, as demonstrated by such objective evidence as the student's performance on the CST and other assessments that can validly document academic achievement within

the year covered by the student's IEP plan. The determination of the student's progress must be based on multiple measurements, over a period of time that are valid for the subjects being assessed.

The student will not receive a proficient score on the CST (even with provision of accommodations) based on evidence from multiple, valid, and objective measures of student progress (or lack of progress)

### 3. **Response To Appropriate Instruction**

The student's progress to date in response to appropriate grade-level instruction, including special education and related services designed to address the student's individual needs, is such that, even if significant growth occurs, the IEP team is reasonably certain that the student will not achieve grade-level proficiency within the year covered by the student's IEP plan.

The student who is assessed with the CMA has access to the curriculum, including instruction and materials for the grade in which the student is enrolled

The student's IEP plan includes grade-level California content standards-based goals and support in the classroom for a subject or subjects assessed by the CMA.

The student has received special education and related services to support access to and progress in the general curriculum in which the student is enrolled

The IEP team has determined that the student will not achieve grade-level proficiency even with instructional intervention

### 4. **High School Diploma**

The student who takes alternate assessments based on modified academic achievement standards is not precluded from attempting to complete requirements, as defined by the State, for a regular high school diploma.

*Note: Students must continue to meet the California High School Exit Examination (CAHSEE) requirement in order to receive a diploma from a California public high school.*

### 5. **Parents Are Informed**

Parents of the students selected to be assessed with the CMA are informed that their child's achievement will be measured based on modified achievement standards.

*Note: The test, while based on grade level content, is less rigorous than the CST.*

### California Modified Assessment Additional Decision Making Considerations for CMA

1. The decision to participate in the CMA is *not* based on the amount of time the student is receiving special education services.
2. The decision to participate in the CMA is *not* based on excessive or extended absences.
3. The decision to participate in the CMA is *not* based on language, culture, or economic differences.
4. The decision to participate in the CMA is *not* based solely on the student's disability (i.e., deafness/blindness, visual, auditory and or motor disabilities) but rather the student's inability to appropriately demonstrate his or her knowledge on the California content standards through the CST.
5. The decision to use the CMA *is* an IEP team decision based on student needs.

### California Modified Assessment Definition of Terms

**CAPA** is designed to assess those students with significant cognitive disabilities who cannot participate in the CST or the CMA even with accommodations and/or modifications. The CDE developed CAPA to comply with the requirements of the No Child Left Behind Act of 2001. CAPA links directly to the California academic content standards at each grade level and accurately reflects the portions of the content standards from Kindergarten through high school that are accessible to students with significant cognitive disabilities. CAPA is given in grade spans (Levels I – V).

**CMA** is designed to assess those students whose disabilities preclude them from achieving grade-level proficiency on an assessment of the California content standards with or without accommodations. The CMA has been developed to provide more access so students can better demonstrate their knowledge of the California content standards. The CDE developed CMA to comply with the flexibility offered through the provisions of the No Child Left Behind Act of 2001.

**CST** in English-language arts, mathematics, science, and history-social science are administered only to students in California public schools. Except for a writing component that is administered as part of the grade four and seven English-language arts tests, all questions are multiple-choice. These tests were developed specifically to assess students' knowledge of the California content standards.

**California content standards** were adopted by the State Board of Education and specify what all California children are expected to know and be able to do in each grade or course.

**Goals** are those written by the IEP team, while not inclusive, for reading, writing, and mathematics and may include support for those areas in additional courses or study.

**Grade-level proficiency** refers to the student's level of knowledge and degree of mastery of the California Content Standards for the subjects being assessed. This grade-level proficiency should not be confused with the CAASPP Performance Levels as reported on the CAASPP student report.

**Objective evidence** is the most recent data available for the student's performance on the California Standards Test (CST), CAPA, or CMA and locally used assessments and/or assignments, whether used for placement, diagnosis or to track student progress throughout the year.

**Modified academic achievement standards** are used to measure the students' achievement on the California Modified Assessment; are aligned to the California content standards, but less difficult than the grade-level academic achievement standards; and are developed through a validated standard setting process.

**Multiple Measures** are various assessments and/or instruments including CAASPP program assessments, as well as locally used assessments and/or assignments, whether used for placement, diagnosis or to track student progress throughout the year.

**Valid** refers to the degree to which evidence and theory support the intended purpose of the test and the interpretation of test scores for the subjects being assessed.

## CAPA PARTICIPATION CRITERIA

California Alternate Performance Assessment (CAPA) Participation Criteria assists Individualized Education Program teams in determining how a student should participate in the Standardized Testing & Reporting (STAR) Program.

Test site coordinators are responsible for having students' Individualized Education Plans (IEPs) reviewed to determine if the students will take the California Standards Tests (CSTs) with no accommodations or modifications, take the CSTs with accommodations and/or modifications, take the California Modified Assessment (CMA), or take the CAPA. Since examiners may adapt the CAPA based on students' instruction mode, accommodations and modifications do not apply to CAPA.

IEP teams determine how students with disabilities will participate in the STAR Program. If the IEP team determines that the student should be assessed with the CAPA, the IEP team is also responsible for determining if the student should take the grade-assigned CAPA level or CAPA Level I. This information is included on each student's IEP. Students with grade-level designations on their IEPs **must take** either CAPA Level I or the CAPA level designated for their individual grade level.

Table 1. CAPA Levels.

CAPA Level	Grade Range	Subjects
I	2–11	ELA, Math, Science
II	2 & 3	ELA, Math
III	4 & 5	ELA, Math, Science
IV	6–8	ELA, Math, Science
V	9–11	ELA, Math, Science

**Students who repeat grade eleven for multiple years continue to take CAPA Level I or Level V as their statewide**



## California Alternate Performance Assessment Participation Criteria

Eligibility for CAPA is based on a student’s individualized education program (IEP) that reflects an emphasis on curricular instruction of the California contents standards based on alternate achievement standards. In order to aid an IEP team in its determination of whether a student should be assessed by the CAPA, the following shall be considered:

**Circle “Agree” or “Disagree” for each task:**

Agree	Disagree	The student demonstrates academic/cognitive ability and adaptive behavior that require substantial adjustments to the general curriculum. The student may participate in many of the same activities as his or her nondisabled peers; however, his or her learning objectives and expected outcomes focus on the functional applications of the general curriculum.
Agree	Disagree	The student cannot address the performance level assessed in the statewide assessment, even with accommodations or modifications.
Agree	Disagree	The decision to participate in the alternate assessment is <i>not</i> based on the amount of time the student is receiving special education services.
Agree	Disagree	The decision to participate in the alternate assessment is <i>not</i> based on excessive or extended absences.
Agree	Disagree	The decision to participate in the alternate assessment is <i>not</i> based on language, cultural, or economic differences.
Agree	Disagree	The decision to participate in the alternate assessment is <i>not</i> based on deafness/blindness, visual, auditory, and/or motor disabilities.
Agree	Disagree	The decision to participate in the alternate assessment is <i>not primarily</i> based on a specific categorical label.
Agree	Disagree	The decision for alternate assessment is an IEP team decision, rather than an administrative decision.

If the answer to any of these questions is “Disagree,” the team should consider including the student in either the California Standards Tests (with the use of any necessary accommodations or modifications) or the California Modified Assessment (grades 3–5 only).

## SELECTED WEBSITES

ARRA FAQs on IDEA Stimulus Funds

<http://www.cde.ca.gov/sp/se/as/arrafaq.asp>

California Composite of Laws

<http://www.cde.ca.gov/sp/se/ds/>

California High School Exit Exam (CAHSEE)

<http://www.cde.ca.gov/ta/tg/hs/index.asp>

California Services for Technical Training and Assistance

<http://www.calstat.org/>

CalSTAT Transition to Adult Living

[http://www.calstat.org/publications/pdfs/Transition\\_final\\_08.pdf](http://www.calstat.org/publications/pdfs/Transition_final_08.pdf)

CDE IEP Training Module

<http://www.cde.ca.gov/sp/se/sr/ieptraining.asp>

CDE Special Education Division

<http://www.cde.ca.gov/sp/se/>

Clearing House for Specialized Media and Technology

<http://www.cde.ca.gov/re/pn/sm/>

Council for Exceptional Children

<http://www.cec.sped.org/>

Data and Statistics in Education

<http://www.cde.ca.gov/ds/>

Diagnostic Centers

<http://www.dc-cde.ca.gov/>

DRDP

<http://www.draccess.org/>

National Dissemination Center for Children with Disabilities

<http://www.nichcy.org/Pages/Home.aspx>

National Secondary Transition Technical Assistance Center

<http://www.nsttac.org/>

Office of Administrative Hearings (OAH)

<http://www.oah.dgs.ca.gov/Special+Education/Default.htm>

Office of Special Education Programs (OSEP)

<http://www.ed.gov/about/offices/list/osers/osep/index.html?src=mr>

Office of Special Education and Rehabilitation Services

<http://www2.ed.gov/about/offices/list/osers/osep/index.html?src=mr>

Official California Legislative Information

<http://www.leginfo.ca.gov/>

Parents Helping Parents

<http://www.php.com/>

Positive Environments Network of Trainers (PENT)

<http://www.pent.ca.gov/>

Regulations for IDEA 2004

<http://idea.ed.gov/download/finalregulations.html>

## OTHER SELPA RESOURCES

The following guidelines are available from the SELPA Office:

1. *School Based Speech and Language Services*, March 2012
2. *Delivery Model For School Based Occupational Therapy Services*, 2012
3. *What Is OT In The Schools And What Will It Do For My Child?* March 2009 Brochure

# **CHAPTER 16**

## **SELPA FORMS**

## SELPA FORMS

### 16.1 PURPOSE AND SCOPE

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### 16.3 DESCRIPTION OF SUPPLEMENTARY FORMS

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- [IEP 11] Interim Placement
- [RPT 7] Post-Secondary Follow-up

#### **Referral Forms**

- [NC 2A] Referral for Special Education and Related Services
- [IEP 17] Notice of Receipt of Referral for Special Education Assessment
- [NC 3] Assessment Plan
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**Behavior Plan**

- [IEP 6G] Behavior Intervention Plan
- [IEP 6G-1] Behavior Intervention Plan (shorter version)
- Behavioral Emergency Report

**16.4 SAMPLE LETTERS**

- Prior Written Notice of Proposed Action Graduation from High School
- Signed IEP Requirement
- Travel Reimbursement Guidelines For Out Of County Residential Nonpublic Schools
- [RPT 6] Prior Written Notice to Parent (when parent revokes consent to Special Education and Related Services)

**APPENDIX A IEP FORMS**

**APPENDIX B SUPPLEMENTAL FORMS**

**APPENDIX C SAMPLE LETTERS**

## SELPA FORMS

### 16.1 PURPOSE AND SCOPE

All districts in Santa Clara County use a set of approved forms on a SELPA-wide basis. These forms have been repeatedly refined to better meet the requirements and intent of special education laws as well as to be more manageable by those using them. The forms have been modified to be in compliance with the Individuals with Disabilities Education Act (IDEA) 2004, the California Education Code and CASEMIS requirements.

### 16.2 IEP FORMS

The following IEP forms are used in Santa Clara County SELPAs (Appendix A). Instructions for the IEP forms are available through the SIRAS system online Program Support documents.

#### **Before the IEP Meeting**

**[NC 3] Assessment Plan** - used to plan the student's assessment and obtain parent permission for initial eligibility, a re evaluation or as needed.

**[NC 1] Notice of Procedural Safeguards** shall be provided at a minimum:

1. Initial referral for assessment
2. Once per year
3. Parental request for an additional copy
4. Filing a due process hearing complaint or administrative complaint.

Refer to Chapter 7 for more information.

**[NC 6A] Notice of Meeting** - informs the parent and the IEP team members of the time, date and location of the agreed upon IEP meeting

**[NC 7] IEP Team Member Excusal Form** - an IEP Team member may be excused from attending the IEP Team meeting if the parents and the LEA agree because the area of the curriculum or related service is not being modified or discussed. The agreement must be in writing and include parent consent.

An IEP Team member may be excused for attending the IEP Team meeting even if their curricular area or related service area is being discussed by the written consent of the parent and the LEA. The IEP Team member shall submit in writing their input to the Team in writing. This form is to be used for the above purpose.



### **Basic IEP Forms**

**[IEP 1] Demographic and Eligibility** - used to collect demographic information on the student including special education entry date, date of birth, ethnicity, language spoken, meeting information, parent/guardian contact information, educational rights, case manager information and additional factors (e.g. CEIS, behavioral supports, and transition).

**[IEP 2A] IEP Eligibility** - used to describe the student's strengths, preferences, interests, parents' concerns, student's eligibility, the effect of the disability and the areas of need

**[IEP 2B] Present Levels of Academic Achievement and Functional Performance** - describes the student's present levels of skills in the following areas: pre-academic/academic/functional, communication, social emotional behavioral, vocational, fine motor, gross motor, health, and adaptive daily living; states the student's most recent statewide assessment scores

**[IEP 3A] Annual Goals** - states the student's annual goals; the goals should support the student's areas of need

**[IEP 3B] Annual Goals and Benchmarks** - used for students who participate in the California Alternative Assessment (CAA); it states the student's annual goals in the student's areas of need; benchmarks are used to breakdown the goals into sub skills

**[IEP 4] Statewide Assessments** – documents how the student will participate on the statewide assessments including any accommodations or modifications that are not readily available through CAASP universal tools

**[IEP 5] Special Factors** - used to document any special factors that need to be addressed due to the student's disability (e.g., assistive-augmented communication, assistive technology, low incident needs and behavior supports).

**[IEP 6A] Instructional Accommodations and Modifications** - addresses the instructional accommodations and modifications needed for the student to be involved in and progress in the core and or functional core curriculum

**[IEP 6B] Preschool Strategies and Adaptations** - used for pre-school students; the form states the strategies and adaptations of instructional materials and activities that alter the environment to build on the preferences of the student, and are designed to increase understanding, and encourage student success; these strategies and adaptations support the identified needs of the child.

**[IEP 6C] English Learner Assessment and Support** - used for English Language Learners; the form lists the student's CELDT scores, instructional supports, English Learner needs, the general education instructional setting and the setting for English Language development instruction

**[IEP 6D] Post Secondary Transition Plan** - three page form used to support the transition and planning of students 16 years and older in achieving their post secondary goals; the forms address student participation, agency participation, student's post secondary goals, assessment, related services, community experiences, educational rights, course of study, transition regulations

**[IEP 6E] Program Change Transition Plan** - used to support the student's transition from one type of program or service to another (e.g., transition from NPS to public school; special class to less restrictive environment; transition from preschool to elementary school; fading of service)

**[IEP 7A-1] Related Services** - documents the special education services considered and the possible harmful effects on the student; describes the offer of a free and appropriate education (e.g., services, delivery model, staff, location, duration and frequency)

**[IEP 7A-2] Related Services (ESY)** - documents if the student meets the eligibility criteria for Extended School year; (e.g., without ESY, would the nature and/or severity of this student's disability (or interfering behaviors) prohibit benefit from his or her educational program during the subsequent year or would it cause regression in critical skills and/or difficulty in recovering those skills within a reasonable amount of time); describes the special education and services required during ESY

**[IEP 7B] FAPE and Educational Setting** - describes the location and amount of time the student will be in a general education/special education setting

**[IEP 8] Supplemental Aids and Transportation** - documents the supports needed for school personnel who work with the student and any transportation requirements and/or supports the student may need

**[IEP 9A] Consent and Signatures** - documents if the parent agrees, partially agrees or disagrees with the proposed IEP

**[IEP 9B] Attendance and Signatures** - documents the individuals who attended the IEP meeting

### 16.3 DESCRIPTION OF SUPPLEMENTARY FORMS

The SELPAs have also adopted Supplementary Forms. Instructions for use of each Supplementary form are below.

**[ISP 1] Service Plan For Parentally Placed Private School Students** - This form is used for students who are attending private schools and parents have declined the offer of FAPE that would be available to their child if they chose to enroll their child in public school. See Chapter 15 for further information.

**[NC 12] Notice of Exit-Summary of Performance** - the Summary of Performance (SOP) is required under the reauthorization of the Individuals with Disabilities Education Act of 2004. §Sec. 300.305(e) (3).

The SOP must be completed during the final year of a student's high school education. The timing of completion of the SOP may vary depending on the student's postsecondary goals. If a student is transitioning to higher education, the SOP, with additional documentation, may be necessary as the student applies to a college or university. Likewise, this information may be necessary as a student applies for services from state agencies such as vocational rehabilitation. In some instances, it may be most appropriate to wait until the spring of a student's final year to provide an agency or employer the most updated information on the performance of the student.

Reason for Exit: Check the appropriate box.

Summary of Academic Achievement and Functional Performance:

- *Strengths/Interests/Learning Preferences:* Specify in each of these areas.
- *Pre-Academic/Academic/Functional Skills:* Check the appropriate box. If checked "other," briefly describe.
- *Cognitive Abilities:* Check the appropriate box. If checked "other," briefly describe.
- *Communication Skills:* Check the appropriate box. If checked "other," briefly describe.
- *Motor Skills (Fine/Gross):* Check the appropriate box. If checked "other," briefly describe.
- *Health:* Check the appropriate box. If checked "other," briefly describe.
- *Social/Emotional/Behavioral:* Check the appropriate box. If checked "other," briefly describe.
- *Self Help/Adaptive:* Check the appropriate box. If checked "other," briefly describe.
- *Pre-Vocational/Vocational:* Check the appropriate box. If checked "other," briefly describe.
- *Agency Linkages:* Check the agencies known to be working with student or could be a resource to the student. Include the agency contact person and phone number, if known.

Recommendations of Accommodations, Supports And Resources:

- *Related To Support:* Check the areas that apply and other items as appropriate.
- *Related to Health Concerns:* Check the areas that apply and other items as appropriate.
- *Presentation of Materials & Instructions:* Check the areas that apply and other items as appropriate.
- *Response to Materials & Instruction:* Check the areas that apply and other items as appropriate.
- *Settings:* Check the areas that apply and other items as appropriate.
- *Timing/Scheduling of Tasks/Assignments/Tests:* Check the areas that apply and other items as appropriate.

Contact Information:

- *Name of School District:* Include name of district.
- *District Phone Number:* Include phone number
- *Title of Contact Person:* Include title, not name, of contact person.
- *Date of Contact:* Note date when contact can made no later than.

**NOTE:** The completion of this section may require the input from a number of school personnel including the special education teacher, regular education teacher, school psychologist or related services personnel. It is recommended, however, that one individual from the IEP Team be responsible for gathering and organizing the information required on the SOP.

**[RPT 4] Classroom Information**

An IEP Team member may be excused for attending the IEP Team meeting even if their curricular area or related service area is being discussed by the written consent of the parent and the LEA. The IEP Team member shall submit in writing their input to the Team in writing. This form is to be used for the above purpose.

**[IEP 11] Interim Placement**

If a student on an IEP transfers from one LEA to another LEA in the same State within the same school year, the new LEA shall provide comparable services, in consultation with the parents, until the new LEA adopts the previous IEP or develops a new IEP. Pursuant to AB 1662, the IEP must be adopted or revised within 30 days. If a student on an IEP transfers from one LEA to another LEA in a different State within the same year, the new LEA shall provide comparable services, in consultation with the parents, until the new LEA conducts a new evaluation, if necessary, and develops a new IEP.

**NOTE:** This form does not have to be used for students transferring into a district within the same SELPA. The new district shall continue, without delay, to provide services comparable to those described in the IEP, unless the parent and the district agree to develop, adopt, and implement a new IEP.

**[RPT 7] Post-Secondary Follow-Up**

This form can be used to gather the data on students who have graduated with a diploma or aged out of special education. The CDE is requiring districts to collect data on these students.

**Referral Forms**

**[NC 2A] Referral for Special Education and Related Services** - this form is used by school personnel when requesting an assessment for eligibility for special education and related services.

*A pupil shall be referred for special educational instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized. EC 56303*

- *Student Name:* Use legal first and last name.
- *D.O.B.:* Enter date of birth
- *Grade:* Enter current grade designation.
- *Name of parent or legal guardian:* Enter first and last name of parent or legal guardian.
- *Address:* Enter complete address and phone number.
- *Date parent notified of intent to refer:* Enter exact date parent notified.
- *Method of notifying parent of intent to refer:* Check method used to notify parent.
- *Parent's native language:* If other than English enter language or primary mode of communication.
- *Primary Concern Regarding Student:* This should be the specific reason or area where you suspect a disability.
- *Specific Reason for Referral:* Check the appropriate box or enter a description of the reason next to "other".
- *General Education Interventions Attempts:* Describe the interventions attempted and attach documentation.
- *Name of Referring Person:* Enter the name of referring person and title.

The bottom part of the form "For District Use Only" helps keep track of the assessment timelines.

**[IEP 17] Notice of Receipt of Referral for Special Education Assessment** - a Notice of Referral is sent by the IEP Team to parents/guardians/surrogates. After an initial contact has been made to the parent, the *Notice of Receipt of Referral for Special Education Assessment* informs parents of the recommendation for referral. The notification letter serves as an introduction to parents and conveys the need for a cooperative partnership between home and school. It is the case manager's responsibility, in conjunction with the IEP Team, to complete and send the Notification of Referral, along with the assessment plan.

**[NC 3] Assessment Plan** - used to plan the student's assessment and obtain parent permission for initial eligibility, a re evaluation or as needed

**[NC 1] Notice Of Procedural Safeguards** - the Notice of Procedural Safeguards shall be provided at a minimum:

1. Initial referral for assessment
2. Once per year
3. Parental request for an additional copy
4. Filing a due process hearing complaint or administrative complaint.

### **Behavior Plan**

**[IEP 6G] Behavior Intervention Plan** – this form is based on the PENT form developed by Diana Browning Wright. It considers the data gathered through an individual's functional behavior assessment (FBA) and employs that data to create a plan of action to address behavior(s) that impede the learning of the student or others.

**[IEP 6G-1]** - a shorter version.

**Behavioral Emergency Report** - to be completed by appropriate staff member when a behavioral emergency occurs. A “behavioral emergency” is the demonstration of a serious behavior problem, which is defined as “behaviors which are self-injurious, assaultive, or cause serious property damage and other severe behavior problems that are pervasive and maladaptive for which instructional behavioral approaches in the IEP are found to be ineffective.”

## **16.4 SAMPLE LETTERS**

**Prior Written Notice of Proposed Action Graduation From High School** - Prior Written Notice is required when students graduate from high school with diploma.

**Signed IEP Requirement** - this letter can be used to encourage parents to sign the IEP.

**Travel Reimbursement Guidelines for Out-of-County Residential Non-Public Schools** - this is a template letter, reimbursement guidelines and reimbursement form that districts can use to provide consistency on reimbursing parents for travel to out of county nonpublic schools.

**[RPT 6] Prior Written Notice/ Written Notice to Parent When Parent Revokes Consent to Special Education and Related Services** - Effective December 30, 2008, the IDEA regulatory language changed to allow parent to revoke consent (in writing) for Special Education and related services. The district cannot file for due process over this issue and must cease services after they sent this Prior Written Notice to the parent.

**APPENDIX A**  
**IEP FORMS**



# Assessment Plan

Purpose: \_\_\_\_\_ Date: \_\_\_\_\_  
 To Parents or Guardians of: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_  
 Case Manager: \_\_\_\_\_ Grade: \_\_\_\_\_ Student ID: \_\_\_\_\_  
 District: \_\_\_\_\_ School: \_\_\_\_\_  
 Native Language: \_\_\_\_\_ English Proficiency: \_\_\_\_\_ Language of Instruction: \_\_\_\_\_

The district proposes to assess your child to determine his/her eligibility for special education services or continued eligibility and present levels of academic performance and functional achievement. Your child will be assessed in all areas of suspected disability as needed. To meet your child's individual education needs, this assessment will consist of an evaluation in only the areas checked by the local educational agency (LEA/district). \*Tests conducted pursuant to these assessments may include, but are not limited to classroom observations, rating scales, one-on-one testing or some other types or combination of tests.

Evaluation Area	Examiner Title
<input type="checkbox"/> <b>Academic Achievement</b> – These tests measure reading, spelling, arithmetic, oral and written language skills, and/or general knowledge.	
<input type="checkbox"/> <b>Health</b> – Health information and testing is gathered to determine how your child's health affects school performance.	
<input type="checkbox"/> <b>Intellectual Development</b> – These tests measure how well your child thinks, remembers, and solves problems.	
<input type="checkbox"/> <b>Language/Speech Communication Development</b> – These tests measure your child's ability to understand and use language and speak clearly and appropriately.	
<input type="checkbox"/> <b>Motor Development</b> – These tests measure how well your child coordinates body movements in small and large muscle activities. Perceptual skills may also be measured.	
<input type="checkbox"/> <b>Social/Emotional</b> – These scales will indicate how your child feels about him/herself, gets along with others, and takes care of personal needs at home, school and in the community.	
<input type="checkbox"/> <b>Adaptive/Behavior</b> – These scales indicate how your child takes care of personal needs at home, school and in the community.	
<input type="checkbox"/> <b>Post Secondary Transition</b> – Age appropriate transition assessments related to training, education, employment and where appropriate independent living skills.	
<input type="checkbox"/> <b>Other (Specify):</b>	
<input type="checkbox"/> <b>Alternative Means of Assessment</b> – Describe alternative methods of assessing the child, if applicable _____	

- I consent to the assessment. I understand that the results will be kept confidential and that I will be invited to attend the IEP team meeting to discuss the results. I also understand that no special education services will be provided to my child without my written consent.
- I do not consent to the proposed assessment described above.
- I would like the following assessment information to be considered by the IEP team: \_\_\_\_\_
- If my child is or may become eligible for public benefits (Medi-Cal): I authorize the LEA/district to release student information for the limited purpose of billing Medi-Cal/Medicaid and to access Medi-Cal: health insurance benefits for applicable services.

Signature of Parent/Adult Student: \_\_\_\_\_

Parent    Guardian    Surrogate    Adult Student

Parent / Guardian / Student has received written notification of protections available to parents when LEA requests to access Medi-Cal health insurance benefits.

**Note: Attach Procedural Safeguards & Medi-Cal Protections**

Date Received by District/LEA: \_\_\_\_\_



**Special Education Rights of Parents and Children**  
**Under the Individuals with Disabilities Education Act, Part B, and the**  
**California Education Code**  
**Notice of Procedural Safeguards**  
**Revised October 2016**

Note: The term school district is used throughout this document to describe any public education agency responsible for providing your child's special education program. The term assessment is used to mean evaluation or testing. Federal and state laws are cited throughout this notice using English abbreviations, which are explained in a glossary on the last page of this notification.

### **What is the Notice of Procedural Safeguards?**

This information provides you as parents, legal guardians, and surrogate parents of children with disabilities from three (3) years of age through age twenty-one (21) and students who have reached age eighteen (18), the age of majority, with an overview of your educational rights or procedural safeguards.

The Notice of Procedural Safeguards is required under the Individuals with Disabilities Education Act (in English, referred to as IDEA) and must be provided to you:

- When you ask for a copy
- The first time your child is referred for a special education assessment
- Each time you are given an assessment plan to evaluate your child
- Upon receipt of the first state or due process complaint in a school year, and
- When the decision is made to make a removal that constitutes a change of placement

(20 USC 1415[d]; 34 CFR 300.504; EC 56301[d] [2], EC 56321, and 56341.1[g] [1])

### **What is the Individuals with Disabilities Education Act (IDEA)?**

IDEA is a federal law that requires school districts to provide a "free appropriate public education" (in English, referred to as FAPE) to eligible children with disabilities. A free appropriate public education means that special education and related services are to be provided as described in an individualized education program (in English, known as IEP) and under public supervision to your child at no cost to you.

### **May I participate in decisions about my child's education?**

You must be given opportunities to participate in any decision-making meeting regarding your child's special education program. You have the right to participate in IEP team meetings about the identification (eligibility), assessment, or educational placement of your child and other matters relating to your child's FAPE. (20 USC 1414[d] [1]B-[d][1][D]; 34 CFR 300.321; EC 56341[b], 56343[c])

The parent or guardian, or the local educational agency (LEA), has the right to participate in the development of the IEP and to initiate their intent to electronically audiotape the proceedings of

the IEP team meetings. At least 24 hours prior to the meeting, the parent or guardian shall notify the members of the IEP team of their intent to record a meeting. If the parent or guardian does not consent to the LEA audiotape recording an IEP meeting, the meeting shall not be recorded on an audiotape recorder.

Your rights include information about the availability of FAPE, including all program options, and all available alternative programs, both public and nonpublic. (20 USC 1401[3], 1412[a][3]; 34 CFR 300.111; EC 56301, 56341.1[g][1], and 56506)

### **Where can I get more help?**

When you have a concern about your child's education, it is important that you contact your child's teacher or administrator to talk about your child and any problems you see. Staff in your school district or special education local plan area (SELPA) may answer questions about your child's education, your rights, and procedural safeguards. Also, when you have a concern, this informal conversation often solves the problem and helps to maintain open communication.

You may also want to contact one of the California parent organizations (Family Empowerment Centers and Parent Training Institutes), which were developed to increase collaboration between parents and educators to improve the educational system. Contact information for these organizations is found on the CDE special education California Parent Organizations Web page at <http://www.cde.ca.gov/sp/se/qa/caprntorg.asp>.

Additional resources are listed at the end of this document to help you understand the procedural safeguards.

### **What if my child is deaf, hard of hearing, blind, visually impaired, or deaf-blind?**

The State Special Schools provide services to students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind at each of its three facilities: the California Schools for the Deaf in Fremont and Riverside and at the California School for the Blind in Fremont. Residential and day school programs are offered to students from infancy to age 21 at both State Schools for the Deaf. Such programs are offered to students aged five through 21 at the California School for the Blind. The State Special Schools also offer assessment services and technical assistance. For more information about the State Special Schools, please visit the California Department of Education (CDE) Web site at <http://www.cde.ca.gov/sp/ss/> or ask for more information from the members of your child's IEP team.

## **Notice, Consent, Assessment, Surrogate Parent Appointment, and Access to Records**

### **Prior Written Notice**

#### **When is a notice needed?**

This notice must be given when the school district proposes or refuses to initiate a change in the identification, assessment, or educational placement of your child with special needs or the

provision of a free appropriate public education. (20 *USC* 1415[b][3] and (4), 1415[c][1], 1414[b][1]; 34 *CFR* 300.503; *EC* 56329 and 56506[a])

The school district must inform you about proposed evaluations of your child in a written notice or an assessment plan within fifteen (15) days of your written request for evaluation. The notice must be understandable and in your native language or other mode of communication, unless it is clearly not feasible to do so. (34 *CFR* 300.304; *EC* 56321)

### **What will the notice tell me?**

The Prior Written Notice must include the following:

1. A description of the actions proposed or refused by the school district
2. An explanation of why the action was proposed or refused
3. A description of each assessment procedure, record, or report the agency used as a basis for the action proposed or refused
4. A statement that parents of a child with a disability have protection under the procedural safeguards
5. Sources for parents to contact to obtain assistance in understanding the provisions of this part
6. A description of other options that the IEP team considered and the reasons those options were rejected; and
7. A description of any other factors relevant to the action proposed or refused. (20 *USC* 1415[b][3] and [4], 1415[c][1], 1414[b][1]; 34 *CFR* 300.503)

## **Parental Consent**

### **When is my approval required for assessment?**

You have the right to refer your child for special education services. You must give informed, written consent before your child's first special education assessment can proceed. The parent has at least fifteen (15) days from the receipt of the proposed assessment plan to arrive at a decision. The assessment may begin immediately upon receipt of the consent and must be completed and an IEP developed within sixty (60) days of your consent.

### **When is my approval required for services?**

You must give informed, written consent before your school district can provide your child with special education and related services.

### **What are the procedures when a parent does not provide consent?**

If you do not provide consent for an initial assessment or fail to respond to a request to provide the consent, the school district may pursue the initial assessment by utilizing due process procedures.

If you refuse to consent to the initiation of services, the school district must not provide special education and related services and shall not seek to provide services through due process procedures.

If you consent in writing to the special education and related services for your child but do not consent to all of the components of the IEP, those components of the program to which you have consented must be implemented without delay.

If the school district determines that the proposed special education program component to which you do not consent is necessary to provide a free appropriate public education to your child, a due process hearing must be initiated. If a due process hearing is held, the hearing decision shall be final and binding.

In the case of reevaluations, the school district must document reasonable measures to obtain your consent. If you fail to respond, the school district may proceed with the reevaluation without your consent. (20 *USC* 1414[a][1][D] and 1414[c]; 34 *CFR* 300.300; *EC* 56506[e], 56321[c] and [d], and 56346).

### **When may I revoke consent?**

If at any time subsequent to 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, the public agency:

1. May not continue to provide special education and related services to the child, but must provide prior written notice in accordance with 34 *CFR* Section 300.503 before ceasing such services
2. May not use the procedures in subpart E of Part 300 34 *CFR* (including the mediation procedures under 34 *CFR* Section 300.506 or the due process procedures under 34 *CFR* Sections 300.507 through 300.516) in order to obtain agreement or a ruling that the services may be provided to the child
3. Will not be considered to be in violation of the requirement to make a free appropriate public education (FAPE) available to the child because of the failure to provide the child with further special education and related services
4. Is not required to convene an IEP team meeting or develop an IEP under 34 *CFR* Sections 300.320 and 300.324 for the child for further provision of special education and related services

Please note, in accordance with 34 *CFR* Section 300.9 (c)(3), that if the parents revoke consent in writing for their child's receipt of special education services after the child is initially provided special education and related services, the public agency 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.

## **Surrogate Parent Appointment**

### **What if a parent cannot be identified or located?**

School districts must ensure that an individual is assigned to act as a surrogate parent for the parents of a child with a disability when a parent cannot be identified and the school district cannot discover the whereabouts of a parent.

A surrogate parent may also be appointed if the child is an unaccompanied homeless youth, an adjudicated dependent or ward of the court under the state Welfare and Institution Code, and is referred to special education or already has an IEP. (20 *USC* 1415[b][2] ; 34 *CFR* 300.519; *EC* 56050; *GC* 7579.5 and 7579.6)

## **Nondiscriminatory Assessment**

### **How is my child assessed for special education services?**

You have the right to have your child assessed in all areas of suspected disability. Materials and procedures used for assessment and placement must not be racially, culturally, or sexually discriminatory.

Assessment materials must be provided and the test administered in your child's native language or 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 so provide or administer.

No single procedure can be the sole criterion for determining eligibility and developing FAPE for your child. (20 *USC* 1414[b][1]–[3], 1412[a][6][B]; 34 *CFR* 300.304; *EC* 56001[j] and 56320)

## **Independent Educational Assessments**

### **May my child be tested independently at the district's expense?**

If you disagree with the results of the assessment conducted by the school district, you have the right to ask for and obtain an independent educational assessment for your child from a person qualified to conduct the assessment at public expense.

The parent is entitled to only one independent educational evaluation at public expense each time the public agency conducts an evaluation with which the parent disagrees.

The school district must respond to your request for an independent educational assessment and provide you information about where to obtain an independent educational assessment.

If the school district believes that the district's assessment is appropriate and disagrees that an independent assessment is necessary, the school district must request a due process hearing to prove that its assessment was appropriate. If the district prevails, you still have the right to an independent assessment but not at public expense. The IEP team must consider independent assessments.

District assessment procedures allow in-class observation of students. If the school district observes your child in his or her classroom during an assessment, or if the school district would have been allowed to observe your child, an individual conducting an independent educational assessment must also be allowed to observe your child in the classroom.

If the school district proposes a new school setting for your child and an independent educational assessment is being conducted, the independent assessor must be allowed to first observe the proposed new setting. (20 *USC* 1415[b][1] and [d][2][A]; 34 *CFR* 300.502; *EC* 56329[b] and [c])

## Access to Educational Records

### May I examine my child's educational records?

You have a right to inspect and review all of your child's education records without unnecessary delay, including prior to a meeting about your child's IEP or before a due process hearing. The school district must provide you access to records and copies, if requested, within five (5) **business** days after the request has been made orally or in writing. (*EC* 49060, 56043[n], 56501[b][3], and 56504)

## How Disputes Are Resolved

### Due Process Hearing

#### When is a due process hearing available?

You have the right to request an impartial due process hearing regarding the identification, assessment, and educational placement of your child or the provision of FAPE. The request for a due process hearing must be filed within two years from the date you knew or should have known about the alleged action that forms the basis of the due process complaint. (20 *USC* 1415[b][6]; 34 *CFR* 300.507; *EC* 56501 and 56505[l])

### Mediation and Alternative Dispute Resolution

#### May I request mediation or an alternative way to resolve the dispute?

A request for mediation may be made either before or after a request for a due process hearing is made.

You may ask the school district to resolve disputes through mediation or alternative dispute resolution (ADR), which is less adversarial than a due process hearing. The ADR and mediation are voluntary methods of resolving a dispute and may not be used to delay your right to a due process hearing.

#### What is a pre-hearing mediation conference?

You may seek resolution through mediation prior to filing a request for a due process hearing. The conference is an informal proceeding conducted in a nonadversarial manner to resolve issues relating to the identification, assessment, or educational placement of a child or to a FAPE.

At the prehearing mediation conference, the parent or the school district may be accompanied and advised by nonattorney representatives and may consult with an attorney prior to or

following the conference. However, requesting or participating in a prehearing mediation conference is not a prerequisite to requesting a due process hearing.

All requests for a prehearing mediation conference shall be filed with the Superintendent. The party initiating a prehearing mediation conference by filing a written request with the Superintendent shall provide the other party to the mediation with a copy of the request at the same time the request is filed.

The prehearing mediation conference shall be scheduled within fifteen (15) days of receipt by the Superintendent of the request for mediation and shall be completed within thirty (30) days after receipt of the request for mediation unless both parties agree to extend the time. If a resolution is reached, the parties shall execute a legally binding written agreement that sets forth the resolution. All discussions during the mediation process shall be confidential. All prehearing mediation conferences shall be scheduled in a timely manner and held at a time and place reasonably convenient to the parties. If the issues fail to be resolved to the satisfaction of all parties, the party who requested the mediation conference has the option of filing for a due process hearing. (*EC 56500.3 and 56503*)

## Due Process Rights

### What are my due process rights?

You have a right to:

1. Have a fair and impartial administrative hearing at the state level before a person who is knowledgeable of the laws governing special education and administrative hearings (20 *USC 1415[f][1][A]*, 1415[f][3][A]-[D]; 34 *CFR 300.511*; *EC 56501[b][4]*)
2. Be accompanied and advised by an attorney and/or individuals who have knowledge about children with disabilities (*EC 56505 [e][1]*)
3. Present evidence, written arguments, and oral arguments (*EC 56505[e][2]*)
4. Confront, cross-examine, and require witnesses to be present (*EC 56505[e][3]*)
5. Receive a written or, at the option of the parent, an electronic verbatim record of the hearing, including findings of fact and decisions (*EC 56505[e][4]*)
6. Have your child present at the hearing (*EC 56501[c][1]*)
7. Have the hearing be open or closed to the public (*EC 56501[c][2]*)
8. Receive a copy of all documents, including assessments completed by that date and recommendations, and a list of witnesses and their general area of testimony within five (5) business days before a hearing (*EC 56505[e][7]* and *56043[v]*)
9. Be informed by the other parties of the issues and their proposed resolution of the issues at least ten (10) calendar days prior to the hearing (*EC 56505[e][6]*)
10. Have an interpreter provided (*CCR 3082[d]*)
11. Request an extension of the hearing timeline (*EC 56505[f][3]*)
12. Have a mediation conference at any point during the due process hearing (*EC 56501[b][2]*), and
13. Receive notice from the other party at least ten days prior to the hearing that the other party intends to be represented by an attorney (*EC 56507[a]*). (20 *USC 1415[e]*; 34 *CFR 300.506*, 300.508, 300.512 and 300.515)



## **Filing a Written Due Process Complaint**

### **How do I request a due process hearing?**

You need to file a written request for a due process hearing. You or your representative needs to submit the following information in your request:

1. Name of the child
2. Address of the residence of the child
3. Name of the school the child is attending
4. In the case of a homeless child, available contact information for the child and the name of the school the child is attending, and
5. A description of the nature of the problem, including facts relating to the problem(s) and a proposed resolution of the problem(s)

Federal and state laws require that either party filing for a due process hearing must provide a copy of the written request to the other party. (20 *USC* 1415[b][7], 1415[c][2]; 34 *CFR* 300.508; *EC* 56502[c][1])

Prior to filing for a due process hearing, the school district shall be provided the opportunity to resolve the matter by convening a resolution session, which is a meeting between the parents and the relevant members of the IEP team who have specific knowledge of the facts identified in the due process hearing request. (20 *USC* 1415[f][1][B]; 34 *CFR* 300.510)

### **What does a resolution session include?**

Resolution sessions shall be convened within fifteen (15) days of receiving notice of the parents' due process hearing request. The sessions shall include a representative of the school district who has decision-making authority and not include an attorney of the school district unless the parent is accompanied by an attorney. The parent of the child may discuss the due process hearing issue and the facts that form the basis of the due process hearing request.

The resolution session is not required if the parent and the school district agree in writing to waive the meeting. If the school district has not resolved the due process hearing issue within thirty (30) days, the due process hearing may occur. If a resolution is reached, the parties shall execute a legally binding agreement. (20 *USC* 1415[f][1][B]; 34 *CFR* 300.510)

### **Does my child's placement change during the proceedings?**

The child involved in any administrative or judicial proceeding must remain in the current educational placement unless you and the school district agree on another arrangement. If you are applying for initial admission of your child to a public school, your child will be placed in a public school program with your consent until all proceedings are completed. (20 *USC* 1415[j]; 34 *CFR* 300.518; *EC* 56505[d])

## **May the decision be appealed?**

The hearing decision is final and binding on both parties. Either party may appeal the hearing decision by filing a civil action in state or federal court within 90 days of the final decision. (20 USC 1415[i][2] and [3][A], 1415[l]; 34 CFR 300.516; EC 56505[h] and [k], EC 56043[w])

## **Who pays for my attorneys' fees?**

In any action or proceeding regarding the due process hearing, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to you as parent of a child with a disability if you are the prevailing party in the hearing. Reasonable attorneys' fees may also be made following the conclusion of the administrative hearing, with the agreement of the parties. (20 USC 1415[i][3][B]-[G]; 34 CFR 300.517; EC 56507[b])

Fees may be reduced if any of the following conditions prevail:

1. The court finds that you unreasonably delayed the final resolution of the controversy
2. The attorneys' hourly fees exceed the prevailing rate in the community for similar services by attorneys of reasonably comparable skill, reputation, and experience
3. The time spent and legal services provided were excessive, or
4. Your attorney did not provide to the school district the appropriate information in the due process request notice.

Attorneys' fees will not be reduced, however, if the court finds that the State or the school district unreasonably delayed the final resolution of the action or proceeding or that there was a violation of this section of law. (20 USC 1415[i][3][B]-[G]; 34 CFR 300.517)

Attorneys' fees relating to any meeting of the IEP team may not be awarded unless an IEP team meeting is convened as a result of a due process hearing proceeding or judicial action. Attorneys' fees may also be denied if you reject a reasonable settlement offer made by the district/public agency ten (10) days before the hearing begins and the hearing decision is not more favorable than the offer of settlement. (20 USC 1415[i][3][B]-[G]; 34 CFR 300.517)

## **To obtain more information or to file for mediation or a due process hearing, contact:**

Office of Administrative Hearings  
Attention: Special Education Division  
2349 Gateway Oaks Drive, Suite 200  
Sacramento, CA 95833-4231  
(916) 263-0880  
FAX (916) 263-0890

## **School Discipline and Placement Procedures for Students with Disabilities**

### **School Discipline and Alternative Interim Educational Settings**

#### **May my child be suspended or expelled?**

School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement is appropriate for a child with a disability who violates a code of student conduct from his or her setting to:

- An appropriate interim alternative education setting, another setting, or suspension for not more than ten (10) consecutive school days, and
- Additional removals of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct

#### **What occurs after a removal of more than ten (10) days?**

After a child with a disability has been removed from his or her current placement for ten (10) school days in the same school year, during any subsequent days of removal the public agency must provide services to enable the child to continue to participate in the general education curriculum and progress toward meeting the goals set out in the child's IEP. Also, a child will receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, which are designed to address the behavior violation so that it does not recur.

If a child exceeds ten (10) days in such a placement, an IEP team meeting must be held to determine whether the child's misconduct is caused by the disability. This IEP team meeting must take place immediately, if possible, or within ten (10) days of the school district's decision to take this type of disciplinary action.

As a parent you will be invited to participate as a member of this IEP team. The school district may be required to develop an assessment plan to address the misconduct or, if your child has a behavior intervention plan, review and modify the plan as necessary.

#### **What happens if the IEP team determines that the misconduct is not caused by the disability?**

If the IEP team concludes that the misconduct was not a manifestation of the child's disability, the school district may take disciplinary action, such as expulsion, in the same manner as it would for a child without a disability. (20 USC 1415[k][1] and [7]; 34 CFR 300.530)

If you disagree with the IEP team's decision, you may request an expedited due process hearing, which must occur within twenty (20) school days of the date on which you requested the hearing. (20 USC 1415[k][2]; 34 CFR 300.531[c])

Regardless of the setting the school district must continue to provide FAPE for your child. Alternative educational settings must allow the child to continue to participate in the general

curriculum and ensure continuation of services and modifications detailed in the IEP. (34 *CFR* 300.530; *EC* 48915.5[b])

## **Children Attending Private School**

### **May students who are parentally placed in private schools participate in publicly funded special education programs?**

Children who are enrolled by their parents in private schools may participate in publicly funded special education programs. The school district must consult with private schools and with parents to determine the services that will be offered to private school students. Although school districts have a clear responsibility to offer FAPE to students with disabilities, those children, when placed by their parent in private schools, do not have the right to receive some or all of the special education and related services necessary to provide FAPE. (20 *USC* 1415[a][10][A]; 34 *CFR* 300.137 and 300.138; *EC* 56173)

If a parent of an individual with exceptional needs who previously received special education and related services under the authority of the school district enrolls the child in a private elementary school or secondary school without the consent of or referral by the local educational agency, the school district is not required to provide special education if the district has made FAPE available. A court or a due process hearing officer may require the school district to reimburse the parent or guardian for the cost of special education and the private school only if the court or due process hearing officer finds that the school district had not made FAPE available to the child in a timely manner prior to that enrollment in the private elementary school or secondary school and that the private placement is appropriate. (20 *USC* 1412[a][10][C]; 34 *CFR* 300.148; *EC* 56175)

### **When may reimbursement be reduced or denied?**

The court or hearing officer may reduce or deny reimbursement if you did not make your child available for an assessment upon notice from the school district before removing your child from public school. You may also be denied reimbursement if you did not inform the school district that you were rejecting the special education placement proposed by the school district, including stating your concerns and intent to enroll your child in a private school at public expense.

Your notice to the school district must be given either:

- At the most recent IEP team meeting you attended before removing your child from the public school, or
- In writing to the school district at least ten (10) business days (including holidays) before removing your child from the public school. (20 *USC* 1412[a][10][C]; 34 *CFR* 300.148; *EC* 56176)

### **When may reimbursement not be reduced or denied?**

A court or hearing officer must not reduce or deny reimbursement to you if you failed to provide written notice to the school district for any of the following reasons:

- The school prevented you from providing notice
  - You had not received a copy of this Notice of Procedural Safeguards or otherwise been informed of the requirement to notify the district
  - Providing notice would likely have resulted in physical harm to your child
  - Illiteracy and inability to write in English prevented you from providing notice, or
  - Providing notice would likely have resulted in serious emotional harm to your child
- (20 *USC* 1412[a] [10] [C]; 34 *CFR* 300.148; *EC* 56177)

## State Complaint Procedures

### When may I file a state compliance complaint?

You may file a state compliance complaint when you believe that a school district has violated federal or state special education laws or regulations. Your written complaint must specify at least one alleged violation of federal and state special education laws. The violation must have occurred not more than one year prior to the date the complaint is received by the California Department of Education (CDE). When filing a complaint, you must forward a copy of the complaint to the school district at the same time you file a state compliance complaint with the CDE. (34 *CFR* 300.151–153; 5 *CCR* 4600)

Complaints alleging violations of federal and state special education laws or regulations may be mailed to:

California Department of Education  
Special Education Division  
Procedural Safeguards Referral Service  
1430 N Street, Suite 2401  
Sacramento, CA 95814

For complaints involving issues **not** covered by federal or state special education laws or regulations, consult your district's uniform complaint procedures.

To obtain more information about dispute resolution, including how to file a complaint, contact the CDE, Special Education Division, Procedural Safeguards Referral Service, by telephone at (800) 926-0648; by fax at 916-327-3704; or by visiting the CDE Web site at <http://www.cde.ca.gov/sp/se>.

## **Glossary of Abbreviations Used in This Notification**

ADR	Alternative Dispute Resolution
<i>CFR:</i>	<i>Code of Federal Regulations</i>
<i>EC</i>	<i>California Education Code</i>
FAPE	Free Appropriate Public Education
IDEA	Individuals with Disabilities Education Act
IEP	Individualized Education Program
OAH:	Office of Administrative Hearings
SELPA:	Special Education Local Plan Area
<i>USC:</i>	<i>United States Code</i>

## Notice of IEP Team Meeting

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

Dear

An Individual Education Program (IEP) Meeting has been scheduled for your child. Your participation is important in the development of an appropriate education for your child. Your child could benefit from participation in the IEP Meeting and is invited to attend. Secondary students age 15 or older should attend the IEP meeting. You have the right to have other individuals present who have knowledge or special expertise relating to your child. If this is your child's initial IEP meeting and your child was receiving services under Part C, through an IFSP you may request that the district invite the Part C Service Coordinator or other representative.

Date \_\_\_\_\_ Time \_\_\_\_\_ Place \_\_\_\_\_

At the meeting, the following areas will be discussed: \_\_\_\_\_ Location: \_\_\_\_\_

- |   |   |
|---|---|
| <input type="checkbox"/> Assessment Results                 | <input type="checkbox"/> Program Placement/Services |
| <input type="checkbox"/> Eligibility for special education  | <input type="checkbox"/> Other: _____               |
| <input type="checkbox"/> Development or revision of the IEP |   |
| <input type="checkbox"/> Review of student progress         |   |
| <input type="checkbox"/> Transition Planning and Services*  |   |
| <input type="checkbox"/> Behavioral Emergency               |   |

\* With parent consent, appropriate agency representatives will be invited to attend

We anticipate that the following IEP team members will be in attendance:

Title	Name	Title	Name
LEA Representative			
General Education Teacher			

NOTE: If you wish to audio tape this meeting, you must provide 24 hour notice.

### PARENT RESPONSE

- I have received a copy of the *Notice of Procedural Safeguards*.
- I plan to attend the meeting.
- I do not plan to attend the meeting, but am available by teleconference.
- I request a different time and/or place; please contact me at: \_\_\_\_\_
- I request an interpreter in my primary language or other mode of communication: \_\_\_\_\_
- I do not plan to attend the meeting but give consent for the meeting to be held without me; I understand that the IEP and related documents from this meeting will be provided to me for my signature and I agree to return them in a timely manner.
- I do not plan to attend the meeting but will send \_\_\_\_\_ to represent me; I understand that the IEP and related documents from this meeting will be provided to me for my signature and I agree to return them in a timely manner.
- If transition planning and services will be discussed, I consent to appropriate agency representatives being invited.

Signature of Parent/Adult Student: \_\_\_\_\_ Date: \_\_\_\_\_

Please complete and sign this form, and return to: \_\_\_\_\_



# IEP Team Member Excusal

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

### PARENT NOTICE

A member of the IEP team is not required to attend an IEP team meeting, in whole or part, if the parent and the local educational agency (LEA) agree that attendance is not necessary either because the member has submitted written input into the development of the IEP to the parent and the IEP team prior to the meeting or because the member's area of curriculum or related services is not being modified or discussed.

The following IEP team member(s) are not expected to be in attendance at the IEP team meeting scheduled on:

\_\_\_\_\_.

IEP Team Member	Area of Curriculum or Related Service	To be Modified or Discussed? *	
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>

\* If yes, the member must submit written input to the parent and the IEP team **prior to the meeting**.

### LOCAL EDUCATION AGENCY (LEA) AGREEMENT

The LEA agrees to excuse the IEP team members listed above.

Signature of LEA Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Title/Position: \_\_\_\_\_

### PARENT AGREEMENT (check one)

- I agree to excuse the IEP team members listed above.
- I request that the IEP team meeting be rescheduled so that the following team member(s) can be in attendance:

Name	Position

Signature of Parent/Adult Student: \_\_\_\_\_ Date: \_\_\_\_\_

Return To: \_\_\_\_\_ Title: \_\_\_\_\_

Location: \_\_\_\_\_ Phone: \_\_\_\_\_





# IEP – Demographic Data

Date: \_\_\_\_\_

## STUDENT INFORMATION

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_  
 Grade: \_\_\_\_\_ SSID Number: \_\_\_\_\_ Student Identification Number: \_\_\_\_\_ Gender: \_\_\_\_\_  
 Migrant Program Eligibility:  Yes  No English Proficiency:  EO  EL  IFEP  RFEP  TBD  
 Home Language: \_\_\_\_\_ Hispanic/Latino:  Yes  No  Decline to State  
 Race 1: \_\_\_\_\_ Race 2: \_\_\_\_\_ Race 3: \_\_\_\_\_  
 LEA of Residence: \_\_\_\_\_ LEA of Service: \_\_\_\_\_  
 School of Residence\*: \_\_\_\_\_ School of Attendance\*: \_\_\_\_\_  
 \*If Different, Give Reason: \_\_\_\_\_ School Type: \_\_\_\_\_  
 Setting (ages 3-5): \_\_\_\_\_ Setting (ages 6-22): \_\_\_\_\_  
 Residence: \_\_\_\_\_ Specify Residence Name (if applicable): \_\_\_\_\_  
 Parent/Guardian: \_\_\_\_\_ Email: \_\_\_\_\_  
 Street Address/P.O. Box: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
 Parent/Guardian: \_\_\_\_\_ Email: \_\_\_\_\_  
 Street Address/P.O. Box: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
 Other Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
 Street Address/P.O. Box: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Main Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
 Educational Rights:  Parent/Guardian  Educational Representative  Surrogate Parent  Adult Student  
 Ed. Rep./Surrogate (if applicable): \_\_\_\_\_ Email: \_\_\_\_\_  
 Street Address/P.O. Box: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Main Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

## MEETING/CASE MANAGER INFORMATION

Meeting Type:  Initial  Annual  Reassessment  Addendum or Amendment  
 Manifestation Determination  Other Review: \_\_\_\_\_  
 Initial Referral Date: \_\_\_\_\_ Referred By: \_\_\_\_\_  
 Date of Parent Consent for Initial Assessment: \_\_\_\_\_ Initial Assessment IEP Date: \_\_\_\_\_  
 Initial Special Education Entry Date: \_\_\_\_\_ Last Complete IEP Date: \_\_\_\_\_  
 Most Recent Assessment IEP Date: \_\_\_\_\_ Next Assessment Due: \_\_\_\_\_  
 Supplemental IEP Review (if prior to annual) Due: \_\_\_\_\_ Next Annual IEP Review Due: \_\_\_\_\_  
 Case Manager: \_\_\_\_\_ Position: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## ADDITIONAL FACTORS:

- | Yes                      | No                       |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | This is an initial placement and student received coordinated general education early intervening services (CEIS) using Federal IDEA funds in one or both of the preceding two years. |
| <input type="checkbox"/> | <input type="checkbox"/> | Student exhibits behavior that requires a behavior intervention plan.   |
| <input type="checkbox"/> | <input type="checkbox"/> | Student is transitioning from special class or NPS to general education class on public campus.   |
| <input type="checkbox"/> | <input type="checkbox"/> | Student is transitioning from preschool to elementary school and may require a less intensive program.  |
| <input type="checkbox"/> | <input type="checkbox"/> | Student is being considered for possible change in placement due to disciplinary action (more than 10 days of suspension or possible expulsion).                                      |

## IEP – Eligibility

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

### ELIGIBILITY

#### STUDENT STRENGTHS, PREFERENCES, AND INTERESTS

#### PARENT CONCERNS RELEVANT TO EDUCATIONAL PROGRESS

- Student is eligible for special education and related services in the area(s) identified below.  
 Primary Disability: \_\_\_\_\_ Secondary Disability: \_\_\_\_\_
- Student is eligible for low incidence funding (visual impairment, deaf/hard-of-hearing, or severe orthopedic impairment).
- Student is not eligible for special education and related services (explain on *IEP Notes/Additional Information* page).
- Student will be exiting special education and related services effective: \_\_\_\_\_  
 This exit is due to: \_\_\_\_\_

#### EFFECT OF DISABILITY AND AREAS OF NEED (complete for eligible students only)

This student's disability causes difficulty developing skills in the areas checked below which might affect his or her ability to participate and progress in the general curriculum or (for preschoolers) participate in appropriate activities:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Reading – Decoding / Fluency      | <input type="checkbox"/> Receptive Language                 | <input type="checkbox"/> Recreation/Leisure |
| <input type="checkbox"/> Reading – Comprehension           | <input type="checkbox"/> Expressive Language                | <input type="checkbox"/> Self-Care          |
| <input type="checkbox"/> Math – Calculation                | <input type="checkbox"/> Articulation/Voice/Fluency         | <input type="checkbox"/> Mobility           |
| <input type="checkbox"/> Math – Applications               | <input type="checkbox"/> Study/Organization Skills          | <input type="checkbox"/> Other: _____       |
| <input type="checkbox"/> Written Language                  | <input type="checkbox"/> Social/Behavioral/Emotional Skills | <input type="checkbox"/> Other: _____       |
| <input type="checkbox"/> Readiness – English Language Arts | <input type="checkbox"/> Attention                          | <input type="checkbox"/> Other: _____       |
| <input type="checkbox"/> Readiness – Math                  | <input type="checkbox"/> Vocational Skills                  | <input type="checkbox"/> Other: _____       |

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## IEP - Present Levels of Academic Achievement and Functional Performance

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

Statewide Assessments			Score	Level
<input type="checkbox"/> SBAC	<input type="checkbox"/> CAA	English/Language Arts	_____	_____
		Math	_____	_____
<input type="checkbox"/> CAST	<input type="checkbox"/> CAA	Science	_____	_____

Other Assessment Data (e.g., curriculum assessment, other district assessment, etc.):

Last vision screening: \_\_\_\_\_  Pass  Fail      Last hearing screening: \_\_\_\_\_  Pass  Fail

**PRE-ACADEMIC / ACADEMIC / FUNCTIONAL SKILLS**



Santa Clara County Office of Education

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## IEP - Present Levels of Academic Achievement and Functional Performance

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

### COMMUNICATION DEVELOPMENT

### GROSS / FINE MOTOR DEVELOPMENT

### SOCIAL EMOTIONAL/BEHAVIORAL

---

## IEP - Present Levels of Academic Achievement and Functional Performance

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

### **VOCATIONAL**

### **ADAPTIVE / DAILY LIVING SKILLS**

### **GENERAL HEALTH**

(Include medication information):

## IEP – Annual Goals

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

### ANNUAL GOALS

Area \_\_\_\_\_ Skill (Optional) \_\_\_\_\_

Baseline:	
Annual Goal:	
Curriculum Standard:	Monitored by:
<input type="checkbox"/> Goal is related to enabling the student to participate in general education curriculum. <input type="checkbox"/> Goal is related to meeting other educational needs resulting from the student's disability. <input type="checkbox"/> Goal supports the student's post-secondary goals/expectations. <input type="checkbox"/> Goal supports one or more ELD standards as identified under "Curriculum Standard"	

Area \_\_\_\_\_ Skill (Optional) \_\_\_\_\_

Baseline:	
Annual Goal:	
Curriculum Standard:	Monitored by:
<input type="checkbox"/> Goal is related to enabling the student to participate in general education curriculum. <input type="checkbox"/> Goal is related to meeting other educational needs resulting from the student's disability. <input type="checkbox"/> Goal supports the student's post-secondary goals/expectations. <input type="checkbox"/> Goal supports one or more ELD standards as identified under "Curriculum Standard"	

### PROGRESS REPORT METHOD AND FREQUENCY

Report Provided:  With Grade Reports  At Conferences  Other: \_\_\_\_\_ Frequency: \_\_\_\_\_



# IEP – Goals with Objectives/Benchmarks

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

## ANNUAL GOAL and SHORT-TERM OBJECTIVES OR BENCHMARKS

Area _____	Skill (Optional) _____
Baseline:	
Annual Goal:	
Curriculum Standard:	Monitored by:
<input type="checkbox"/> Goal is related to enabling the student to participate in general education curriculum. <input type="checkbox"/> Goal is related to meeting other educational needs resulting from the student’s disability. <input type="checkbox"/> Goal supports the student’s post-secondary goals/expectations. <input type="checkbox"/> Goal supports one or more ELD standards as identified under “Curriculum Standard”.	
Short-Term Objective:	
Short-Term Objective:	
Short-Term Objective:	

Area _____	Skill (Optional) _____
Baseline:	
Annual Goal:	
Curriculum Standard:	Monitored by:
<input type="checkbox"/> Goal is related to enabling the student to participate in general education curriculum. <input type="checkbox"/> Goal is related to meeting other educational needs resulting from the student’s disability. <input type="checkbox"/> Goal supports the student’s post-secondary goals/expectations. <input type="checkbox"/> Goal supports one or more ELD standards as identified under “Curriculum Standard”.	
Short-Term Objective:	
Short-Term Objective:	
Short-Term Objective:	

### PROGRESS REPORT METHOD AND FREQUENCY

Report Provided:  With Grade Reports  At Conferences  Other: \_\_\_\_\_ Frequency: \_\_\_\_\_



## IEP – Participation in District and Statewide Assessments

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

**DESIRED RESULTS DEVELOPMENTAL PROFILE (Preschool Only)**

Adaptations Required?  No  Yes (specify below)


**STATEWIDE ASSESSMENT SYSTEM (Supports and Accommodations for Accessibility)**

- This student will be assessed using the state-approved standard assessment system following state requirements for participation. Specific assessments and supports/accommodations are specified below.
- The student is unable to participate in the state-approved standard assessment due to a significant cognitive disability and meets the criteria for taking the following alternate assessment: \_\_\_\_\_

**English Language Arts/Literacy Assessment**

Designated Supports (Non-Embedded)	Accommodations (Non-Embedded)
Designated Supports (Embedded)	Accommodations (Embedded)

**Mathematic Assessment (Grades 3-8 and 11):**

Designated Supports (Non-Embedded)	Accommodations (Non-Embedded)
Designated Supports (Embedded)	Accommodations (Embedded)

**Science Assessment (Grades 5, 8 and 10, 11 or 12):**

Designated Supports (Non-Embedded)	Accommodations (Non-Embedded)
Designated Supports (Embedded)	Accommodations (Embedded)

**Non-Embedded Universal Tools that may be distracting for this student are identified below and should be deactivated.**

English Language Arts	Mathematics	Science

Physical Fitness:

Variations	Accommodations



## IEP – Special Factors

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

### ASSISTIVE/AUGMENTATIVE DEVICES OR TOOLS

Does student require assistive/augmentative devices or tools to meet educational goals?

No  Yes (specify below and include justification)

### LOW INCIDENCE BOOKS, MATERIALS, EQUIPMENT

Does student require low incidence books, materials, equipment to meet educational goals?

No  Yes (specify below and include justification)

\_\_\_\_\_

\_\_\_\_\_

### SUPPORTS FOR STUDENTS WHO ARE DEAF OR HARD OF HEARING

Support in this area required?  No  Yes (complete information below)

Language Mode: \_\_\_\_\_

Specify how opportunities for direct communication with peers of similar abilities and language mode, direct communication with professionals who are proficient in the student's language mode, and for appropriate academic instruction, school services, and extracurricular activities in the student's language mode will be provided:

### SUPPORTS FOR STUDENTS WHO ARE VISUALLY IMPAIRED

Support in this area required?  No  Yes (based on an evaluation of needs in the areas of reading and writing:

Instruction in Braille is recommended.

Instruction in Braille is not recommended.

Other: \_\_\_\_\_

### BEHAVIORAL SUPPORTS

Does student's behavior impede learning of self or others?  No  Yes (describe):

If yes, specify positive behavior interventions, strategies, and supports

Behavior Goal is part of this IEP

Behavior Intervention Plan (BIP) attached

## IEP – Instructional Accommodations & Modifications

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

### ACCOMMODATIONS

Instructional accommodations needed for the student to be involved in and progress in the core curriculum (must be related to the student’s disability). Accommodations alter how instruction is provided but do not alter the content of the curriculum. The accommodations listed below apply to all subjects and settings unless specified otherwise.

Setting/Schedule	Sensory Needs
Directions/Instructions	Student Response
Organization/Study Skills	Personal Care/Equipment

### MODIFICATIONS

Modifications allow the student to be more successful but fundamentally alter or lower course standards or student expectations. The provision of these modifications means that:

1. The student’s grade may not count towards the honor roll or academic awards.
2. Modified grades may affect a student’s class ranking.
3. The student may not be fully exposed to curriculum in preparation for taking the Statewide Assessment.
4. A student provided with modified curriculum/grades might not graduate with a regular diploma.

Subject	Assignments/Tests		Courses	
	Content	Grading	Requirements	Grading

\* The report card will show a modified grade but will not indicate that the student has received special education and related services unless doing so would help the parent or guardian to understand the progress his or her child is making in specific classes, course content, or curriculum. High school transcripts will show a modified grade but will not indicate that the student has received special education and related services. Post-secondary institutions will not be provided with an explanation of the modified grade and of the student’s special education status without written consent of the parent or adult student.



## IEP – Strategies & Adaptations for Instruction (Preschool)

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

Vj gug'utcvgi lgu'cpf "cf cr vckpu'cngt 'vj g'gpxkqpo gpv'kputvckpcn'o gj qf u.'o cvgtkcm."cpf "cevkkgu'wugf "vq'dwkrf "qp"e" preferences, increase understanding, and encourage success. These strategies and adaptations support the identified needs of the child.

Setting/Equipment	Scheduling
Directions/Instructions	Student Response
Sensory Needs	Personal Care/Equipment
Other:	Other:



## IEP – Assessment & Support for English Learners

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

### ENGLISH PROFICIENCY ASSESSMENT

Listening:  CELDT  Alternate (specify):

Variations	Accommodations	Modifications

Speaking:  CELDT  Alternate (specify):

Variations	Accommodations	Modifications

Reading:  CELDT  Alternate (specify):

Variations	Accommodations	Modifications

Writing:  CELDT  Alternate (specify):

Variations	Accommodations	Modifications

### INSTRUCTIONAL SUPPORT

#### English Proficiency Assessment Results:

Date of Most Recent Assessment: \_\_\_\_\_

CELDT: Listening: \_\_\_\_\_ Speaking: \_\_\_\_\_ Reading: \_\_\_\_\_  
 Writing: \_\_\_\_\_ Overall: \_\_\_\_\_

Alternative Assessment Results: \_\_\_\_\_

#### English Learner Needs:

Based upon assessed English language proficiency and other areas of identified need, this student requires (check all that apply):

- Primary language support  Primary language instruction
- Cross-cultural training  Goals that address English language development needs
- Instructional strategies for comprehensible input in English (specify below):


The following instructional setting in general education is recommended (check one):

- Mainstream English  Structured English Immersion  Bilingual Alternative
- English language development provided in:  General Education  Special Education

The student requires instruction in special education using the following language: \_\_\_\_\_

## IEP – Assessment & Support for English Learners

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

### ENGLISH PROFICIENCY ASSESSMENT

Listening: \_\_\_\_\_

Universal Tools (Non-Embedded)	Designated Supports (Non-Embedded)	Accommodations (Non-Embedded)

Speaking: \_\_\_\_\_

Universal Tools (Non-Embedded)	Designated Supports (Non-Embedded)	Accommodations (Non-Embedded)

Reading: \_\_\_\_\_

Universal Tools (Non-Embedded)	Designated Supports (Non-Embedded)	Accommodations (Non-Embedded)

Writing: \_\_\_\_\_

Universal Tools (Non-Embedded)	Designated Supports (Non-Embedded)	Accommodations (Non-Embedded)

### INSTRUCTIONAL SUPPORT

#### English Proficiency Assessment Results:

Date of Most Recent Assessment: \_\_\_\_\_

CELDT: Listening: \_\_\_\_\_ Speaking: \_\_\_\_\_ Reading: \_\_\_\_\_  
Writing: \_\_\_\_\_ Overall: \_\_\_\_\_

Alternative Assessment Results: \_\_\_\_\_

#### English Learner Needs:

Based upon assessed English language proficiency and other areas of identified need, this student requires (check all that apply):

- Primary language support                       Primary language instruction  
 Cross-cultural training                       Goals that address English language development needs  
 Instructional strategies for comprehensible input in English (specify below):


The following instructional setting in general education is recommended (check one):

- Mainstream English                       Structured English Immersion                       Bilingual Alternative  
 English language development provided in:  General Education                       Special Education

The student requires instruction in special education using the following language: \_\_\_\_\_

## IEP – Postsecondary Transition Plan, Page 1 of 3

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

Student Invited:  Yes  No      If appropriate, and agreed upon, agencies invited:  Yes  No  Not applicable      Describe how the student participated in the process:  
 Present at meeting     Interview Prior  
 Interest Inventories    Questionnaire

Age-appropriate transition assessments/instruments were used.  Yes  No    Describe the results of the assessments:

Student's Post Secondary Goal: <i>Training or Education (Required):</i>	
Linked to Annual Goal # _____ Person/Agency Responsible: _____ Service Start Date _____ Service End Date _____	<b>Transition Service (Required):</b>
	<b>Frequency    Duration (min.)    Location</b>
	<b>Activities to Support Transition Service:</b>
	<b>Community Experiences as Appropriate:</b>
	<b>Related Services as Appropriate:</b>

Student's Post Secondary Goal Employment (Required)	
Linked to Annual Goal # _____ Person/Agency Responsible: _____ Service Start Date _____ Service End Date _____	<b>Transition Service (Required):</b>
	<b>Frequency    Duration (min.)    Location</b>
	<b>Activities to Support Transition Service:</b>
	<b>Community Experiences as Appropriate:</b>
	<b>Related Services as Appropriate:</b>

Student's Post Secondary Goal Independent Living (As appropriate):	
Linked to Annual Goal # _____ Person/Agency Responsible: _____ Service Start Date _____ Service End Date _____	<b>Transition Service:</b>
	<b>Frequency    Duration (min.)    Location</b>
	<b>Activities to Support Transition Service:</b>
	<b>Community Experiences as Appropriate:</b>
	<b>Related Services as Appropriate:</b>

## IEP – Postsecondary Transition Plan, Page 2 of 3

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

**TRANSFER OF RIGHTS**

On or before your 17<sup>th</sup> birthday, you must be advised of the transfer of rights that will occur when you reach the age of 18, the age of majority. At that time, unless a conservator is appointed, you will have the right to receive all information about your educational program and make all decisions related to your education. This includes the right to represent yourself at an IEP team meeting and give or deny consent to the IEP and all related documents in place of your parent or guardian.

I have been informed of the transfer of rights to me at the age of 18 years.

Signature of Student: \_\_\_\_\_ Date: \_\_\_\_\_

**EDUCATIONAL RIGHTS (check one of the following)**

- Student has not yet reached the age of 18 and education rights remain with the parent or education representative.
- Student has reached the age of 18 and educational rights have transferred to the adult student.
- Student has reached the age of 18 and is an adult with a legally appointed conservator (identify below):

Name of Conservator: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**ADULT AGENCIES CURRENTLY SUPPORTING STUDENT or THAT MAY SUPPORT STUDENT**

If applicable, parent consented to inviting appropriate agency representatives to this meeting. Yes  No  N/A

Agency Name	Service(s) Provided	Referral Needed	Person Responsible

**COURSE OF STUDY**

- Diploma
- Certificate of Completion

Anticipated Completion Date \_\_\_\_\_

A multiple year plan of courses to be provided during the period of this IEP and to be provided in following years to support the student in achieving the postsecondary goals.

Current Year	Future Year 1	Future Year 2	Future Year 3

Transcript attached

Credits Required: \_\_\_\_\_ Credits Earned: \_\_\_\_\_ Credits Needed: \_\_\_\_\_

Algebra I Passed:  No  Yes Date of Pass: \_\_\_\_\_  NA (certificate, waiver/exemption, Alternate)

---

## IEP – Postsecondary Transition Plan, Page 3 of 3

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

### **TRANSITION REGULATIONS**

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1. The student's IEP includes appropriate measurable postsecondary goal or goals that covers the education or training, employment, and as needed independent living?  Yes  No
2. Is (are) the postsecondary goal(s) updated annually?  Yes  No
3. Is there evidence that the measurable postsecondary goal(s) were based on age appropriate transition assessment?  Yes  No
4. Are there transition services in the IEP that will reasonably enable the student to meet his or her postsecondary goal(s)?  Yes  No
5. Do the transition services include courses of study that will reasonably enable the student to meet his or her postsecondary goal(s)?  
 Yes  No
6. Is (are) there annual IEP goal(s) related to the student's transition services needs?  Yes  No
7. Is there evidence that the student was invited to the IEP meeting where transition services were discussed?  Yes  No
8. If appropriate, is there evidence that a representative of any participating agency was invited to the IEP Team meeting with the prior consent of the parent or student who has reached the age of majority?  Yes  No  N/A



## IEP – Program Change Transition Plan

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

**PURPOSE OF PLAN**

- Transition from NPS to Public School       Transition from Special Class to Less Restrictive Environment  
 Transition from Preschool to Elementary School       Fading of Service (specify): \_\_\_\_\_  
 Other: \_\_\_\_\_

**DESIRED OUTCOME**

**PRESENT LEVELS OF PERFORMANCE AND LEARNING STYLE (Preschool to Elementary Only)**

**ACTIVITIES**

A. Describe the activities to be provided to prepare the student for success in the new or modified program.		
Activities	Time in Activities	Responsible Agency/Person
B. Describe the activities to be provided to support the student during the initial period of participation in the new or modified program.		
Activities	Time in Activities	Responsible Agency/Person

**COMMENTS**

## IEP – Special Education and Related Services

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

**SPECIAL EDUCATION AND RELATED SERVICE OPTIONS CONSIDERED**

The following service options were considered:


In selecting LRE, describe the consideration given to any potential harmful effect on the child or quality of services that the child needs:

**SPECIAL EDUCATION AND RELATED SERVICES OFFERED**

Primary Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:



## IEP – Special Education and Related Services (ESY)

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

**EXTENDED SCHOOL YEAR (ESY)**

Without ESY, would the nature and/or severity of this student’s disability (or interfering behaviors):

Yes  No Prohibit benefit from his or her educational program during the subsequent year?

Yes  No Cause regression in critical skills and/or difficulty in recovering those skills within a reasonable period of time?

Yes  No Based upon the above information, ESY services are required.

**SPECIAL EDUCATION AND RELATED SERVICES OFFERED DURING EXTENDED SCHOOL YEAR**

Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:

## IEP – Offer of FAPE Educational Settings

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

Physical Education  General  Modified General  Specially Designed  Adapted  Exempt

District of Service \_\_\_\_\_ School of Attendance \_\_\_\_\_

School Type \_\_\_\_\_ Primary Location of Services \_\_\_\_\_

Federal School Setting \_\_\_\_\_ Federal Preschool Setting \_\_\_\_\_

All special education services provided at student's school of residence?  Yes  No (rationale)

\_\_\_\_\_ % of time student is outside general education class & extracurricular & non academic activities

\_\_\_\_\_ % of time student is in the general education class & extracurricular & non academic activities

Student will not participate in the regular class & extracurricular & non academic activities because

**Other Agency Services**

- |   |   |
|---|---|
| <input type="checkbox"/> N/A                                  | <input type="checkbox"/> Regional Center              |
| <input type="checkbox"/> California Children's Services (CCS) | <input type="checkbox"/> Department of Rehabilitation |
| <input type="checkbox"/> Probation                            | <input type="checkbox"/> Other _____                  |
| <input type="checkbox"/> Department of Social Services (DSS)  |   |

Promotion Criteria  District  Progress on Goals  Other \_\_\_\_\_

Parents will be informed of progress.

- Quarterly  Trimester  Semester  Other \_\_\_\_\_

How?  Annotated Goals  Progress Summary Report  Other \_\_\_\_\_

**GRADUATION PLAN (Grade 8 and Higher)**

Projected graduation date and/or secondary completion date \_\_\_\_\_

- To participate in high school curriculum leading to a Diploma  
 To participate in high school curriculum leading to a Certificate of Completion

## IEP – Supplementary Aids, Services & Transportation

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

### SUPPORTS FOR SCHOOL PERSONNEL

Supports for school personnel are required for this student.  No  Yes (specify below)

Aids, Services and/or Supports:		Provider:	To Support: <input type="checkbox"/> Student <input type="checkbox"/> Personnel	
Location:	Frequency:	Duration: total minutes	Start Date:	End Date:
Aids, Services and/or Supports:		Provider:	To Support: <input type="checkbox"/> Student <input type="checkbox"/> Personnel	
Location:	Frequency:	Duration: total minutes	Start Date:	End Date:
Aids, Services and/or Supports:		Provider:	To Support: <input type="checkbox"/> Student <input type="checkbox"/> Personnel	
Location:	Frequency:	Duration: total minutes	Start Date:	End Date:
Aids, Services and/or Supports:		Provider:	To Support: <input type="checkbox"/> Student <input type="checkbox"/> Personnel	
Location:	Frequency:	Duration: total minutes	Start Date:	End Date:
Aids, Services and/or Supports:		Provider:	To Support: <input type="checkbox"/> Student <input type="checkbox"/> Personnel	
Location:	Frequency:	Duration: total minutes	Start Date:	End Date:
Aids, Services and/or Supports:		Provider:	To Support: <input type="checkbox"/> Student <input type="checkbox"/> Personnel	
Location:	Frequency:	Duration: total minutes	Start Date:	End Date:

### TRANSPORTATION

Special Education Transportation:  No  Yes

Student Type:  Non-Ambulatory

Transportation Needs:

Reg. ESY

- A/C Required
- Alternate Address
- Bring Equipment
- Buckle Guard
- Car Seat
- Curb-to-curb
- Vest
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

Reg. ESY

- Electric Chair
- Limited Ride
- Medical Protocol
- Nurse/Aide on Bus
- Parent Transport
- Release Form
- Walker
- Station to Station

Reg. ESY

- Restraint Harness
- Rides Cab
- Seat Belt
- Transportation Medication
- Transportation Behavior Plan
- Travel Chair
- Wheelchair

## IEP – Consent and Signatures

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

### PARENT ACKNOWLEDGEMENTS AND REQUESTS

Check **all** of the following boxes **that apply**:

1.  I have received a copy the *Notice of Procedural Safeguards*.
2.  I attended and participated in the IEP team meeting.
3.  I received notice of the IEP team meeting but did not attend.  
 If parent did not attend, specify the methods and dates of contact to encourage the parent to attend.
  - a. Method/Date: \_\_\_\_\_ c. Method/Date: \_\_\_\_\_
  - b. Method/Date: \_\_\_\_\_ d. Method/Date: \_\_\_\_\_
4.  Parent did not attend, but the IEP meeting proceeded without the parent.
5.  I request a copy of this IEP in my primary language/other mode of communication: \_\_\_\_\_
6.  I have received a copy of the assessment report(s) reviewed in developing this IEP if applicable.
7.  I have received a copy of the IEP.
8.  Yes  No The school district facilitated parent involvement as a means of improving services & results for my child.

### PARENT CONSENTS

Check **one** of the following three boxes:

1.  I agree with the determination of my child's  eligibility or  ineligibility for special education.
2.  I do not agree with the determination of my child's  eligibility or  ineligibility for special education.
3.  I have declined the offer of initiation of special education services.

If your child is eligible for special education, check **one** of the following three boxes:

1.  I understand and consent to the contents of this IEP.
2.  I understand and consent to the contents of this IEP except for: \_\_\_\_\_
3.  I do not consent to the contents of this IEP.

If your child is eligible for special education, check the box below, if applicable

- I have received a copy of "Consent to Bill Medi-Cal and Release Information".

I understand that services will not be made-up when my child is absent or when a normally scheduled session falls on a non-student day unless otherwise agreed upon and that services will not be provided during school holidays and breaks except for those provided during extended school year.

Signature of Parent/Adult Student: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Adult Student: \_\_\_\_\_ Date: \_\_\_\_\_

### IEP TEAM MEETING PARTICIPANTS

The following people participated in the IEP team meeting:

Signature	Position	Date
_____	LEA Representative/	_____
_____	Parent/Guardian/Adult Student	_____
_____	Parent/Guardian/Adult Student	_____
_____	_____	_____
_____	_____	_____



**APPENDIX B**  
**SUPPLEMENTARY IEP FORMS**





## ISP – Data, Eligibility, Present Levels, Goals

### STUDENT INFORMATION

Student's Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Grade: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Work Phone: \_\_\_\_\_

District where private school is located: \_\_\_\_\_ District of Residence: \_\_\_\_\_

Home School: \_\_\_\_\_ Private School: \_\_\_\_\_

Private School Phone: \_\_\_\_\_ District of Residence Phone: \_\_\_\_\_

**Check one of the following**

Student's parents have declined the district's offer of a Service Plan.

**OR**

Student's parents have accepted the district's offer of a Service Plan.

**Services:** The District (LEA) will provide the special education service(s) below for the student while enrolled in private school or until the proportionate share of federal funds have been expended for the current school year.

Area(s) of need: \_\_\_\_\_

Summary of Present Levels:

Special Education Service	Frequency Duration	Location Responsible Staff	Start / End Date	Service Provider
Delivery:	total minutes			
Delivery:	total minutes			

Student has been found eligible for special education services. By signing this document, the parent/guardian(s) have indicated to the District of Residence (DOR) that they have chosen to unilaterally enroll or continue to enroll the student in a private school without the consent of, referral by, or at expense of the District. It is further acknowledged that the DOR has offered to develop an IEP when the student's parent/guardian(s) express an interest in enrolling the student in public school. The parents understand in accordance with IDEA 2004, their rights to due process do not apply in the private school setting.

Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

LEA Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_ Date: \_\_\_\_\_

Next Annual Review Due By: \_\_\_\_\_

Triennial Review Due By: \_\_\_\_\_

## Notice of Exit-Summary of Achievement/Performance, Page 1 of 3

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

### NOTICE OF EXIT FROM SPECIAL EDUCATION

It is anticipated that this student will exit from special education on: \_\_\_\_\_

This exit is due to: \_\_\_\_\_

In order to reach this determination, the following information was reviewed:

- Student files including assessments, IEPs, and progress reports
- Progress towards completion of the district's graduation requirements or alternative curriculum
- Performance on district and statewide assessments
- Parent input
- Student input
- Teacher input
- Observation(s) of the student
- Other: \_\_\_\_\_

Based upon the above information, no other options are appropriate, at this time.

Upon graduating with a diploma or exceeding the maximum age of eligibility, your child will no longer be eligible for special education and related services.

### SUMMARY OF ACADEMIC ACHIEVEMENT AND FUNCTIONAL PERFORMANCE

Area	Academic Achievement or Functional Performance
Cognitive Ability	<input type="checkbox"/> This is not an area of suspected disability at this time. <input type="checkbox"/> Currently, student is performing within age appropriate range.
Communication Skills	<input type="checkbox"/> This is not an area of suspected disability at this time. <input type="checkbox"/> Currently, student is performing within age appropriate range.
Pre Academic/Academic (Note results of any general State or district-wide assessments)	<input type="checkbox"/> This is not an area of suspected disability at this time. <input type="checkbox"/> Currently, student is performing within age appropriate range.
Motor (Fine/Gross)	<input type="checkbox"/> This is not an area of suspected disability at this time. <input type="checkbox"/> Currently, student is performing within age appropriate range.
Self-Help	<input type="checkbox"/> This is not an area of suspected disability at this time. <input type="checkbox"/> Currently, student is performing within age appropriate range.
Social/Emotional	<input type="checkbox"/> This is not an area of suspected disability at this time. <input type="checkbox"/> Currently, student is performing within age appropriate range.
Health	<input type="checkbox"/> This is not an area of suspected disability at this time. <input type="checkbox"/> Currently, student is performing within age appropriate range.
Strengths, Interests, Learning Preferences	<input type="checkbox"/> This is not an area of suspected disability at this time. <input type="checkbox"/> Currently, student is performing within age appropriate range.

## Notice of Exit-Summary of Achievement/Performance, Page 2 of 3

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

**RECOMMENDATIONS FOR ACCOMMODATIONS, SUPPORTS, AND RESOURCES**

Setting	Recommendation (Documented on IEP)
Pre-vocational / vocational	
Training/Education Employment	
Independent Living (If appropriate)	
Other:	

**Agency Linkages** (check agencies known to be working with the individual or could be a resource to the individual)

Agency	Contact Person and Phone Number
<input type="checkbox"/> San Andreas Regional Center (SARC)	
<input type="checkbox"/> California Children's Services (CCS)	
<input type="checkbox"/> Santa Clara County Department of Health and Human Services	
<input type="checkbox"/> Mental Health Services	
<input type="checkbox"/> Employment Development Department	
<input type="checkbox"/> California Department of Rehabilitation	
<input type="checkbox"/> Community College / University Disabled Student Services	
<input type="checkbox"/> Other:	

**ADDITIONAL INFORMATION/COMMENTS**

A copy of the *Notice of Procedural Safeguards* is enclosed. If you have questions, contact the person below.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Location: \_\_\_\_\_ Phone: \_\_\_\_\_

Notice of Exit-Summary of Achievement/Performance, Page 3 of 3

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

**(These accommodations have been documented on IEP)**

**Recommendations Of Accommodations, Supports And Resources Continued:**

<p><b>Related To Support:</b></p> <p><input type="checkbox"/> Check for understanding</p> <p><input type="checkbox"/> Instructions/directions repeated/rephrased</p> <p><input type="checkbox"/> Present one task at a time</p> <p><input type="checkbox"/> Preferential/assigned seating; explain: _____</p> <p>_____</p> <p><input type="checkbox"/> Use of assignment notebook or planner</p> <p><input type="checkbox"/> Provided with progress reports</p> <p><input type="checkbox"/> Supervision during unstructured time</p> <p><input type="checkbox"/> Cues/prompts/reminders of rules / procedures</p> <p><input type="checkbox"/> Offer choices</p> <p><input type="checkbox"/> Note taking assistance</p> <p><input type="checkbox"/> Access to computer on campus</p> <p><input type="checkbox"/> Use of a scribe/word processing</p> <p><input type="checkbox"/> Use of a calculator</p> <p><input type="checkbox"/> Peer tutor/ staff assistance in _____</p> <p>_____</p> <p><input type="checkbox"/> Prior Behavior Support Plan (BSP)</p> <p><input type="checkbox"/> Home/job/school communication system; explain: _____</p> <p>_____</p> <p>Other: _____</p> <p><b>Related to Health Concerns:</b></p> <p><input type="checkbox"/> Reminder to take medication(s)</p> <p><input type="checkbox"/> Medication(s) given under supervision</p> <p><input type="checkbox"/> Other: _____</p> <p><b>Presentation of Materials &amp; Instructions</b></p> <p><input type="checkbox"/> Books on tape and/or CD</p> <p><input type="checkbox"/> Assignments/tests modified to address identified needs of learning styles: _____</p> <p><input type="checkbox"/> Large print</p> <p><input type="checkbox"/> Closed caption</p> <p><input type="checkbox"/> English language development materials</p> <p><input type="checkbox"/> Manipulative/study aids for _____</p> <p><input type="checkbox"/> Test questions/assignments- given orally</p> <p><input type="checkbox"/> Tests/assignments directions- read orally</p> <p><input type="checkbox"/> Tests/assignments- shorten</p> <p><input type="checkbox"/> Questions on tests/assignments rephrased</p> <p><input type="checkbox"/> Preview of tests/assignments</p> <p><input type="checkbox"/> Tests/assignments given in smaller parts</p> <p><input type="checkbox"/> Visual aids: flash cards, maps, posters, clues, etc.</p> <p><input type="checkbox"/> Other; explain: _____</p>	<p><b>Response to Materials &amp; Instruction</b></p> <p><input type="checkbox"/> Reduced/shortened tests/assignments/tasks: _____</p> <p><input type="checkbox"/> Extended time on in-class assignments/tests: _____</p> <p>_____</p> <p><input type="checkbox"/> Use of notes for tests/assignments</p> <p><input type="checkbox"/> Open book for tests/assignments</p> <p><input type="checkbox"/> Spelling errors will not impact grade when no opportunity for editing assistance and/or spell-check is available</p> <p><input type="checkbox"/> Special projects or alternate assignments in lieu of assignments given to non-disabled peers</p> <p><input type="checkbox"/> Use of a calculator</p> <p><input type="checkbox"/> Proof-reader and redo assignment or writing mechanics not graded</p> <p><input type="checkbox"/> Other: _____</p> <p><b>Settings:</b></p> <p><input type="checkbox"/> Access to study carrel for task/assignments/tests</p> <p><input type="checkbox"/> Free from visual distractions</p> <p><input type="checkbox"/> Quiet environment – free from excessive noise</p> <p><input type="checkbox"/> In a small group environment</p> <p><input type="checkbox"/> Other: _____</p> <p><b>Timing/Scheduling of Tasks/Assignments/tests:</b></p> <p><input type="checkbox"/> Extended time(s): _____ minutes for every _____ minutes given to non-disabled peers</p> <p><input type="checkbox"/> Tests/assignments given in shortened time segments</p> <p><input type="checkbox"/> Extended time on in-class assignments/tests: _____</p> <p>_____</p> <p><input type="checkbox"/> Other: _____</p>
<p><b>For Additional Information</b> such as however not limited to; last cognitive assessment results (psycho-educational report), academic/functional assessment results, Individual Educational Program Packet, or other k-12 schooling documentation <b>contact:</b></p> <p>Name of School District: _____</p> <p>School District's Phone number: _____</p> <p>Title of Contact Person: _____</p> <p>Best if contact is made no later than _____</p>	

\_\_\_\_\_  
Guardian/Adult Student Signature

\_\_\_\_\_  
Date

## Classroom Information

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Grade: \_\_\_\_\_

To: \_\_\_\_\_ From: \_\_\_\_\_

A meeting is planned concerning the above student. Please provide information in the areas requested and return to me no later than: \_\_\_\_\_

### ACADEMIC ACHIEVEMENT

Class / Subject / Area	Excellent		Average		Poor	Grade to Date
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

### WORK HABITS

Following Directions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Effort	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contributions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Class Work Completion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Homework Completions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### SCHOOL ADJUSTMENT

Following Class Routine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relationships with peers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relationships with adults	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attitude toward class	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attendance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### COMMENTS

Signature of Teacher: \_\_\_\_\_ Date: \_\_\_\_\_



## IEP – Interim Placement, Page 1 of 2

Enrollment Date: \_\_\_\_\_

### STUDENT INFORMATION

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_  
 Grade: \_\_\_\_\_ SSID Number: \_\_\_\_\_ Student Identification Number: \_\_\_\_\_ Gender: \_\_\_\_\_  
 English Proficiency:  EO  EL  IFEP  RFEP Home Language: \_\_\_\_\_  
 Residence: \_\_\_\_\_ Specify Residence Name (if applicable): \_\_\_\_\_  
 Parent/Guardian: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Street Address/P.O. Box: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
 Educational Rights:  Parent/Guardian  Educational Representative  Surrogate Parent  Adult Student  
 Ed. Rep./Surrogate (if applicable): \_\_\_\_\_ Email: \_\_\_\_\_  
 Street Address/P.O. Box: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Main Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

### MEETING INFORMATION FROM PREVIOUS LEA

Current Complete IEP Date: \_\_\_\_\_ Next Assessment Due: \_\_\_\_\_  
 Next Annual IEP Review Due: \_\_\_\_\_ Interim Placement Review Due: \_\_\_\_\_

### PREVIOUS LEA AND SERVICES

LEA: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Resource Specialist Program  Learning Center  Special Class (Specify): \_\_\_\_\_  
 Related Services (specify): \_\_\_\_\_  
 County Program

### ELIGIBILITY

Primary Disability: \_\_\_\_\_ Secondary Disability: \_\_\_\_\_

### INTERIM PLACEMENT AUTHORIZATION

Following review of the previously approved IEP and consultation with the parent, an interim placement has been made for this student in the special education and related services identified on page 2 of this document. Within a period not to exceed 30 days, the receiving LEA shall adopt the previously approved IEP or develop and implement a new IEP.

LEA Representative Making Interim Placement: \_\_\_\_\_  
 Position: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Assigned Case Manager: \_\_\_\_\_ Position: \_\_\_\_\_

### NOTES/ADDITIONAL INFORMATION



## IEP – Interim Placement, Page 2 of 2

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

### SPECIAL EDUCATION AND RELATED SERVICES OFFERED

Primary Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration: total minutes	Start Date:	End Date:

### SUPPORTS FOR SCHOOL PERSONNEL

Supports for school personnel are required for this student.  No  Yes (specify below)

Description:		Provider:	To Support: <input type="checkbox"/> Student <input type="checkbox"/> Personnel	
Location:	Frequency:	Duration: total minutes	Start Date:	End Date:
Description:		Provider:	To Support: <input type="checkbox"/> Student <input type="checkbox"/> Personnel	
Location:	Frequency:	Duration: total minutes	Start Date:	End Date:

### PARTICIPATION IN GENERAL EDUCATION

Percent of time in general education environment: \_\_\_\_\_ Percent of time out of general education environment \_\_\_\_\_

### TRANSPORTATION

Special Education Transportation:  No  Yes  
 Provided By: \_\_\_\_\_ Responsible Agency: \_\_\_\_\_



## Report of Postsecondary Outcomes

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

California requires districts to provide postsecondary follow-up information for students who exited special education during the prior year due to high school graduation or reaching the maximum age of eligibility. This information must be submitted as part of the end-of-the-year CASEMIS report. Therefore, CASEMIS reports submitted in June of the current year must include follow-up information on students who exited during the previous school year. The required follow-up information identifies the student’s employment status and what post-secondary educational programs the student is enrolled in, if any. To collect this information, district staff should contact students who exited high school during the previous school year and complete the form below using information provided by the student.

### EXIT INFORMATION

Date of Exit from Special Education: \_\_\_\_\_

Reason for Exit: \_\_\_\_\_

### POST-SECONDARY EDUCATIONAL PROGRAM

Select the entry that most appropriately describes the student’s postsecondary educational program:

- |   |   |
|---|---|
| <input type="checkbox"/> Four-year college/university                             | <input type="checkbox"/> Non-WorkAbility Employment Program |
| <input type="checkbox"/> Community College  | <input type="checkbox"/> Adult Training Program             |
| <input type="checkbox"/> Vocational or Technical School (two year degree program) | <input type="checkbox"/> Military Training                  |
| <input type="checkbox"/> GED Program  | <input type="checkbox"/> Not Able to Contact                |
| <input type="checkbox"/> Regional Occupational Program Classes (ROP)              | <input type="checkbox"/> Refused to Answer                  |
| <input type="checkbox"/> Vocational or Technical School (certificate program)     | <input type="checkbox"/> Incarcerated                       |
| <input type="checkbox"/> Work Force Investment Act (WIA) supported program        | <input type="checkbox"/> None                               |

### COMPETITIVE EMPLOYMENT

Competitive employment means work in the competitive labor market that is performed on a full-time or part-time basis in an integrated setting and for which an individual is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid for similar work to non-disabled employees, including self-employment. Select the entry that best describes the student’s employment status:

- Employed in a position that meets the definition of competitive employment
- Employed in a position that does **not** meet the definition of competitive employment
- Not employed in any position
- Not able to contact
- Refused to answer

Name of Person Completing Form: \_\_\_\_\_

Position/Title: \_\_\_\_\_





Santa Clara County Office of Education

## Notice of Referral for Special Education

Student Name: \_\_\_\_\_ D.O.B. \_\_\_\_\_ Grade: \_\_\_\_\_

### PARENT NOTICE

Name of Parent or legal guardian: \_\_\_\_\_

Address: \_\_\_\_\_, \_\_\_\_\_  
Street City Zip Code

Phone: \_\_\_\_\_

Person making referral: \_\_\_\_\_  
Name Title

Date parent notified of intent to refer \_\_\_\_\_ Method of notifying parent of intent to refer:  
 Conference  Phone call  Written

Parent's or adult student's native language or other primary mode of communication if other than English:  
\_\_\_\_\_

Student's native language or other primary mode of communication: \_\_\_\_\_

### Primary Concern Regarding Student:

#### Specific Reasons for Referral:

- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> Reading               | <input type="checkbox"/> Written Language   | <input type="checkbox"/> Hearing         | <input type="checkbox"/> Attention        |
| <input type="checkbox"/> Math                  | <input type="checkbox"/> Self-Help Skills   | <input type="checkbox"/> Vision          | <input type="checkbox"/> Social/Emotional |
| <input type="checkbox"/> Spelling              | <input type="checkbox"/> Fine Motor Skills  | <input type="checkbox"/> Health          |   |
| <input type="checkbox"/> Cognitive Functioning | <input type="checkbox"/> Gross Motor Skills | <input type="checkbox"/> Speech/Language |   |

Other: \_\_\_\_\_

**General Education Interventions Attempts:** If this referral is by an educational representative, describe interventions attempted prior to this referral and attach documentation. (EC 56303)

### For District Use Only

Date Received: \_\_\_\_\_ Date Assessment Plan due (15 days) \_\_\_\_\_

Received by: \_\_\_\_\_ Forwarded to: \_\_\_\_\_

Case Manager: \_\_\_\_\_

## NOTICE OF RECEIPT OF REFERRAL FOR SPECIAL EDUCATION ASSESSMENT

Dear \_\_\_\_\_

On \_\_\_\_\_, the school district received a referral to evaluate your child \_\_\_\_\_ to determine whether he/she has a disability and need for special education. The school district is responsible for this assessment and will conduct it at no cost to you. You are an important member of the IEP Team. You may include others on the IEP Team who have knowledge or special expertise about your child.

**You and your child (if appropriate) are IEP Team participants.**

In addition, the following people will be representatives for the district:

Role	Name, if known
Representative of district authorized to commit resources:	
Special education specialist(s):	
Regular education teacher(s):	
Related Services Personnel:	
Other:	

The district assessment team will review existing information available on your child, including information provided by you. The assessment team will then determine what areas of suspected disability will be assessed. You will be sent an *Assessment Plan* within 15 days of the school district receiving the referral to evaluate your child. The *Assessment Plan* will inform you of the types of assessments that will be conducted. Upon completion of the evaluation you will be given a copy of the report(s).

Within 60 days of receiving your consent for evaluation, an IEP Team meeting will be held to determine if your child is eligible for special education and related services. If your child is eligible, an IEP will be developed to address your child's needs and determine the appropriate services and placement for your child. The district needs your written consent before initially assessing and/or providing special education and related services to your child.

You and your child have protections under the procedural safeguards (rights) of special education law. Please read the enclosed Procedural Safeguards with this notice. If you have any questions, please contact \_\_\_\_\_ at \_\_\_\_\_.



# Assessment Plan

Purpose: \_\_\_\_\_

Date: \_\_\_\_\_

To Parents or Guardians of: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Case Manager: \_\_\_\_\_ Grade: \_\_\_\_\_ Student ID: \_\_\_\_\_

District: \_\_\_\_\_ School: \_\_\_\_\_

Native Language: \_\_\_\_\_ English Proficiency: \_\_\_\_\_ Language of Instruction: \_\_\_\_\_

The district proposes to assess your child to determine his/her eligibility for special education services or continued eligibility and present levels of academic performance and functional achievement. Your child will be assessed in all areas of suspected disability as needed. To meet your child's individual education needs, this assessment will consist of an evaluation in only the areas checked by the local educational agency (LEA/district). \*Tests conducted pursuant to these assessments may include, but are not limited to classroom observations, rating scales, one-on-one testing or some other types or combination of tests.

Evaluation Area	Examiner Title
<input type="checkbox"/> <b>Academic Achievement</b> – These tests measure reading, spelling, arithmetic, oral and written language skills, and/or general knowledge.	
<input type="checkbox"/> <b>Health</b> – Health information and testing is gathered to determine how your child's health affects school performance.	
<input type="checkbox"/> <b>Intellectual Development</b> – These tests measure how well your child thinks, remembers, and solves problems.	
<input type="checkbox"/> <b>Language/Speech Communication Development</b> – These tests measure your child's ability to understand and use language and speak clearly and appropriately.	
<input type="checkbox"/> <b>Motor Development</b> – These tests measure how well your child coordinates body movements in small and large muscle activities. Perceptual skills may also be measured.	
<input type="checkbox"/> <b>Social/Emotional</b> – These scales will indicate how your child feels about him/herself, gets along with others, and takes care of personal needs at home, school and in the community.	
<input type="checkbox"/> <b>Adaptive/Behavior</b> – These scales indicate how your child takes care of personal needs at home, school and in the community.	
<input type="checkbox"/> <b>Post Secondary Transition</b> – Age appropriate transition assessments related to training, education, employment and where appropriate independent living skills.	
<input type="checkbox"/> <b>Other (Specify):</b>	
<input type="checkbox"/> <b>Alternative Means of Assessment</b> – Describe alternative methods of assessing the child, if applicable _____	

I consent to the assessment. I understand that the results will be kept confidential and that I will be invited to attend the IEP team meeting to discuss the results. I also understand that no special education services will be provided to my child without my written consent.

I do not consent to the proposed assessment described above.

I would like the following assessment information to be considered by the IEP team: \_\_\_\_\_

If my child is or may become eligible for public benefits (Medi-Cal): I authorize the LEA/district to release student information for the limited purpose of billing Medi-Cal/Medicaid and to access Medi-Cal: health insurance benefits for applicable services.

Signature of Parent/Adult Student: \_\_\_\_\_

Parent    Guardian    Surrogate    Adult Student

Parent / Guardian / Student has received written notification of protections available to parents when LEA requests to access Medi-Cal health insurance benefits.

**Note: Attach Procedural Safeguards & Medi-Cal Protections**

Date Received by District/LEA: \_\_\_\_\_

**Special Education Rights of Parents and Children**  
**Under the Individuals with Disabilities Education Act, Part B, and the**  
**California Education Code**  
**Notice of Procedural Safeguards**  
**Revised October 2016**

Note: The term school district is used throughout this document to describe any public education agency responsible for providing your child's special education program. The term assessment is used to mean evaluation or testing. Federal and state laws are cited throughout this notice using English abbreviations, which are explained in a glossary on the last page of this notification.

### **What is the Notice of Procedural Safeguards?**

This information provides you as parents, legal guardians, and surrogate parents of children with disabilities from three (3) years of age through age twenty-one (21) and students who have reached age eighteen (18), the age of majority, with an overview of your educational rights or procedural safeguards.

The Notice of Procedural Safeguards is required under the Individuals with Disabilities Education Act (in English, referred to as IDEA) and must be provided to you:

- When you ask for a copy
- The first time your child is referred for a special education assessment
- Each time you are given an assessment plan to evaluate your child
- Upon receipt of the first state or due process complaint in a school year, and
- When the decision is made to make a removal that constitutes a change of placement

(20 *USC* 1415[d]; 34 *CFR* 300.504; *EC* 56301[d] [2], *EC* 56321, and 56341.1[g] [1])

### **What is the Individuals with Disabilities Education Act (IDEA)?**

IDEA is a federal law that requires school districts to provide a "free appropriate public education" (in English, referred to as FAPE) to eligible children with disabilities. A free appropriate public education means that special education and related services are to be provided as described in an individualized education program (in English, known as IEP) and under public supervision to your child at no cost to you.

### **May I participate in decisions about my child's education?**

You must be given opportunities to participate in any decision-making meeting regarding your child's special education program. You have the right to participate in IEP team meetings about the identification (eligibility), assessment, or educational placement of your child and other matters relating to your child's FAPE. (20 *USC* 1414[d] [1]B-[d][1][D]; 34 *CFR* 300.321; *EC* 56341[b], 56343[c])

The parent or guardian, or the local educational agency (LEA), has the right to participate in the development of the IEP and to initiate their intent to electronically audiotape the proceedings of

the IEP team meetings. At least 24 hours prior to the meeting, the parent or guardian shall notify the members of the IEP team of their intent to record a meeting. If the parent or guardian does not consent to the LEA audiotape recording an IEP meeting, the meeting shall not be recorded on an audiotape recorder.

Your rights include information about the availability of FAPE, including all program options, and all available alternative programs, both public and nonpublic. (20 USC 1401[3], 1412[a][3]; 34 CFR 300.111; EC 56301, 56341.1[g][1], and 56506)

### **Where can I get more help?**

When you have a concern about your child's education, it is important that you contact your child's teacher or administrator to talk about your child and any problems you see. Staff in your school district or special education local plan area (SELPA) may answer questions about your child's education, your rights, and procedural safeguards. Also, when you have a concern, this informal conversation often solves the problem and helps to maintain open communication.

You may also want to contact one of the California parent organizations (Family Empowerment Centers and Parent Training Institutes), which were developed to increase collaboration between parents and educators to improve the educational system. Contact information for these organizations is found on the CDE special education California Parent Organizations Web page at <http://www.cde.ca.gov/sp/se/qa/caprntorg.asp>.

Additional resources are listed at the end of this document to help you understand the procedural safeguards.

### **What if my child is deaf, hard of hearing, blind, visually impaired, or deaf-blind?**

The State Special Schools provide services to students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind at each of its three facilities: the California Schools for the Deaf in Fremont and Riverside and at the California School for the Blind in Fremont. Residential and day school programs are offered to students from infancy to age 21 at both State Schools for the Deaf. Such programs are offered to students aged five through 21 at the California School for the Blind. The State Special Schools also offer assessment services and technical assistance. For more information about the State Special Schools, please visit the California Department of Education (CDE) Web site at <http://www.cde.ca.gov/sp/ss/> or ask for more information from the members of your child's IEP team.

## **Notice, Consent, Assessment, Surrogate Parent Appointment, and Access to Records**

### **Prior Written Notice**

#### **When is a notice needed?**

This notice must be given when the school district proposes or refuses to initiate a change in the identification, assessment, or educational placement of your child with special needs or the

provision of a free appropriate public education. (20 *USC* 1415[b][3] and (4), 1415[c][1], 1414[b][1]; 34 *CFR* 300.503; *EC* 56329 and 56506[a])

The school district must inform you about proposed evaluations of your child in a written notice or an assessment plan within fifteen (15) days of your written request for evaluation. The notice must be understandable and in your native language or other mode of communication, unless it is clearly not feasible to do so. (34 *CFR* 300.304; *EC* 56321)

### **What will the notice tell me?**

The Prior Written Notice must include the following:

1. A description of the actions proposed or refused by the school district
2. An explanation of why the action was proposed or refused
3. A description of each assessment procedure, record, or report the agency used as a basis for the action proposed or refused
4. A statement that parents of a child with a disability have protection under the procedural safeguards
5. Sources for parents to contact to obtain assistance in understanding the provisions of this part
6. A description of other options that the IEP team considered and the reasons those options were rejected; and
7. A description of any other factors relevant to the action proposed or refused. (20 *USC* 1415[b][3] and [4], 1415[c][1], 1414[b][1]; 34 *CFR* 300.503)

## **Parental Consent**

### **When is my approval required for assessment?**

You have the right to refer your child for special education services. You must give informed, written consent before your child's first special education assessment can proceed. The parent has at least fifteen (15) days from the receipt of the proposed assessment plan to arrive at a decision. The assessment may begin immediately upon receipt of the consent and must be completed and an IEP developed within sixty (60) days of your consent.

### **When is my approval required for services?**

You must give informed, written consent before your school district can provide your child with special education and related services.

### **What are the procedures when a parent does not provide consent?**

If you do not provide consent for an initial assessment or fail to respond to a request to provide the consent, the school district may pursue the initial assessment by utilizing due process procedures.

If you refuse to consent to the initiation of services, the school district must not provide special education and related services and shall not seek to provide services through due process procedures.

If you consent in writing to the special education and related services for your child but do not consent to all of the components of the IEP, those components of the program to which you have consented must be implemented without delay.

If the school district determines that the proposed special education program component to which you do not consent is necessary to provide a free appropriate public education to your child, a due process hearing must be initiated. If a due process hearing is held, the hearing decision shall be final and binding.

In the case of reevaluations, the school district must document reasonable measures to obtain your consent. If you fail to respond, the school district may proceed with the reevaluation without your consent. (20 *USC* 1414[a][1][D] and 1414[c]; 34 *CFR* 300.300; *EC* 56506[e], 56321[c] and [d], and 56346).

### **When may I revoke consent?**

If at any time subsequent to 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, the public agency:

1. May not continue to provide special education and related services to the child, but must provide prior written notice in accordance with 34 *CFR* Section 300.503 before ceasing such services
2. May not use the procedures in subpart E of Part 300 34 *CFR* (including the mediation procedures under 34 *CFR* Section 300.506 or the due process procedures under 34 *CFR* Sections 300.507 through 300.516) in order to obtain agreement or a ruling that the services may be provided to the child
3. Will not be considered to be in violation of the requirement to make a free appropriate public education (FAPE) available to the child because of the failure to provide the child with further special education and related services
4. Is not required to convene an IEP team meeting or develop an IEP under 34 *CFR* Sections 300.320 and 300.324 for the child for further provision of special education and related services

Please note, in accordance with 34 *CFR* Section 300.9 (c)(3), that if the parents revoke consent in writing for their child's receipt of special education services after the child is initially provided special education and related services, the public agency 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.

## **Surrogate Parent Appointment**

### **What if a parent cannot be identified or located?**

School districts must ensure that an individual is assigned to act as a surrogate parent for the parents of a child with a disability when a parent cannot be identified and the school district cannot discover the whereabouts of a parent.

A surrogate parent may also be appointed if the child is an unaccompanied homeless youth, an adjudicated dependent or ward of the court under the state Welfare and Institution Code, and is referred to special education or already has an IEP. (20 *USC* 1415[b][2] ; 34 *CFR* 300.519; *EC* 56050; *GC* 7579.5 and 7579.6)

## **Nondiscriminatory Assessment**

### **How is my child assessed for special education services?**

You have the right to have your child assessed in all areas of suspected disability. Materials and procedures used for assessment and placement must not be racially, culturally, or sexually discriminatory.

Assessment materials must be provided and the test administered in your child's native language or 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 so provide or administer.

No single procedure can be the sole criterion for determining eligibility and developing FAPE for your child. (20 *USC* 1414[b][1]–[3], 1412[a][6][B]; 34 *CFR* 300.304; *EC* 56001[j] and 56320)

## **Independent Educational Assessments**

### **May my child be tested independently at the district's expense?**

If you disagree with the results of the assessment conducted by the school district, you have the right to ask for and obtain an independent educational assessment for your child from a person qualified to conduct the assessment at public expense.

The parent is entitled to only one independent educational evaluation at public expense each time the public agency conducts an evaluation with which the parent disagrees.

The school district must respond to your request for an independent educational assessment and provide you information about where to obtain an independent educational assessment.

If the school district believes that the district's assessment is appropriate and disagrees that an independent assessment is necessary, the school district must request a due process hearing to prove that its assessment was appropriate. If the district prevails, you still have the right to an independent assessment but not at public expense. The IEP team must consider independent assessments.

District assessment procedures allow in-class observation of students. If the school district observes your child in his or her classroom during an assessment, or if the school district would have been allowed to observe your child, an individual conducting an independent educational assessment must also be allowed to observe your child in the classroom.



If the school district proposes a new school setting for your child and an independent educational assessment is being conducted, the independent assessor must be allowed to first observe the proposed new setting. (20 *USC* 1415[b][1] and [d][2][A]; 34 *CFR* 300.502; *EC* 56329[b] and [c])

## Access to Educational Records

### May I examine my child's educational records?

You have a right to inspect and review all of your child's education records without unnecessary delay, including prior to a meeting about your child's IEP or before a due process hearing. The school district must provide you access to records and copies, if requested, within five (5) **business** days after the request has been made orally or in writing. (*EC* 49060, 56043[n], 56501[b][3], and 56504)

## How Disputes Are Resolved

### Due Process Hearing

#### When is a due process hearing available?

You have the right to request an impartial due process hearing regarding the identification, assessment, and educational placement of your child or the provision of FAPE. The request for a due process hearing must be filed within two years from the date you knew or should have known about the alleged action that forms the basis of the due process complaint. (20 *USC* 1415[b][6]; 34 *CFR* 300.507; *EC* 56501 and 56505[!])

### Mediation and Alternative Dispute Resolution

#### May I request mediation or an alternative way to resolve the dispute?

A request for mediation may be made either before or after a request for a due process hearing is made.

You may ask the school district to resolve disputes through mediation or alternative dispute resolution (ADR), which is less adversarial than a due process hearing. The ADR and mediation are voluntary methods of resolving a dispute and may not be used to delay your right to a due process hearing.

#### What is a pre-hearing mediation conference?

You may seek resolution through mediation prior to filing a request for a due process hearing. The conference is an informal proceeding conducted in a nonadversarial manner to resolve issues relating to the identification, assessment, or educational placement of a child or to a FAPE.

At the prehearing mediation conference, the parent or the school district may be accompanied and advised by nonattorney representatives and may consult with an attorney prior to or

following the conference. However, requesting or participating in a prehearing mediation conference is not a prerequisite to requesting a due process hearing.

All requests for a prehearing mediation conference shall be filed with the Superintendent. The party initiating a prehearing mediation conference by filing a written request with the Superintendent shall provide the other party to the mediation with a copy of the request at the same time the request is filed.

The prehearing mediation conference shall be scheduled within fifteen (15) days of receipt by the Superintendent of the request for mediation and shall be completed within thirty (30) days after receipt of the request for mediation unless both parties agree to extend the time. If a resolution is reached, the parties shall execute a legally binding written agreement that sets forth the resolution. All discussions during the mediation process shall be confidential. All prehearing mediation conferences shall be scheduled in a timely manner and held at a time and place reasonably convenient to the parties. If the issues fail to be resolved to the satisfaction of all parties, the party who requested the mediation conference has the option of filing for a due process hearing. (*EC 56500.3 and 56503*)

## Due Process Rights

### What are my due process rights?

You have a right to:

1. Have a fair and impartial administrative hearing at the state level before a person who is knowledgeable of the laws governing special education and administrative hearings (20 *USC 1415[f][1][A]*, 1415[f][3][A]-[D]; 34 *CFR 300.511*; *EC 56501[b][4]*)
2. Be accompanied and advised by an attorney and/or individuals who have knowledge about children with disabilities (*EC 56505 [e][1]*)
3. Present evidence, written arguments, and oral arguments (*EC 56505[e][2]*)
4. Confront, cross-examine, and require witnesses to be present (*EC 56505[e][3]*)
5. Receive a written or, at the option of the parent, an electronic verbatim record of the hearing, including findings of fact and decisions (*EC 56505[e][4]*)
6. Have your child present at the hearing (*EC 56501[c][1]*)
7. Have the hearing be open or closed to the public (*EC 56501[c][2]*)
8. Receive a copy of all documents, including assessments completed by that date and recommendations, and a list of witnesses and their general area of testimony within five (5) business days before a hearing (*EC 56505[e][7]* and *56043[v]*)
9. Be informed by the other parties of the issues and their proposed resolution of the issues at least ten (10) calendar days prior to the hearing (*EC 56505[e][6]*)
10. Have an interpreter provided (*CCR 3082[d]*)
11. Request an extension of the hearing timeline (*EC 56505[f][3]*)
12. Have a mediation conference at any point during the due process hearing (*EC 56501[b][2]*), and
13. Receive notice from the other party at least ten days prior to the hearing that the other party intends to be represented by an attorney (*EC 56507[a]*). (20 *USC 1415[e]*; 34 *CFR 300.506*, 300.508, 300.512 and 300.515)

## **Filing a Written Due Process Complaint**

### **How do I request a due process hearing?**

You need to file a written request for a due process hearing. You or your representative needs to submit the following information in your request:

1. Name of the child
2. Address of the residence of the child
3. Name of the school the child is attending
4. In the case of a homeless child, available contact information for the child and the name of the school the child is attending, and
5. A description of the nature of the problem, including facts relating to the problem(s) and a proposed resolution of the problem(s)

Federal and state laws require that either party filing for a due process hearing must provide a copy of the written request to the other party. (20 *USC* 1415[b][7], 1415[c][2]; 34 *CFR* 300.508; *EC* 56502[c][1])

Prior to filing for a due process hearing, the school district shall be provided the opportunity to resolve the matter by convening a resolution session, which is a meeting between the parents and the relevant members of the IEP team who have specific knowledge of the facts identified in the due process hearing request. (20 *USC* 1415[f][1][B]; 34 *CFR* 300.510)

### **What does a resolution session include?**

Resolution sessions shall be convened within fifteen (15) days of receiving notice of the parents' due process hearing request. The sessions shall include a representative of the school district who has decision-making authority and not include an attorney of the school district unless the parent is accompanied by an attorney. The parent of the child may discuss the due process hearing issue and the facts that form the basis of the due process hearing request.

The resolution session is not required if the parent and the school district agree in writing to waive the meeting. If the school district has not resolved the due process hearing issue within thirty (30) days, the due process hearing may occur. If a resolution is reached, the parties shall execute a legally binding agreement. (20 *USC* 1415[f][1][B]; 34 *CFR* 300.510)

### **Does my child's placement change during the proceedings?**

The child involved in any administrative or judicial proceeding must remain in the current educational placement unless you and the school district agree on another arrangement. If you are applying for initial admission of your child to a public school, your child will be placed in a public school program with your consent until all proceedings are completed. (20 *USC* 1415[j]; 34 *CFR* 300.518; *EC* 56505[d])

## **May the decision be appealed?**

The hearing decision is final and binding on both parties. Either party may appeal the hearing decision by filing a civil action in state or federal court within 90 days of the final decision. (20 USC 1415[i][2] and [3][A], 1415[l]; 34 CFR 300.516; EC 56505[h] and [k], EC 56043[w])

## **Who pays for my attorneys' fees?**

In any action or proceeding regarding the due process hearing, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to you as parent of a child with a disability if you are the prevailing party in the hearing. Reasonable attorneys' fees may also be made following the conclusion of the administrative hearing, with the agreement of the parties. (20 USC 1415[i][3][B]–[G]; 34 CFR 300.517; EC 56507[b])

Fees may be reduced if any of the following conditions prevail:

1. The court finds that you unreasonably delayed the final resolution of the controversy
2. The attorneys' hourly fees exceed the prevailing rate in the community for similar services by attorneys of reasonably comparable skill, reputation, and experience
3. The time spent and legal services provided were excessive, or
4. Your attorney did not provide to the school district the appropriate information in the due process request notice.

Attorneys' fees will not be reduced, however, if the court finds that the State or the school district unreasonably delayed the final resolution of the action or proceeding or that there was a violation of this section of law. (20 USC 1415[i][3][B]–[G]; 34 CFR 300.517)

Attorneys' fees relating to any meeting of the IEP team may not be awarded unless an IEP team meeting is convened as a result of a due process hearing proceeding or judicial action. Attorneys' fees may also be denied if you reject a reasonable settlement offer made by the district/public agency ten (10) days before the hearing begins and the hearing decision is not more favorable than the offer of settlement. (20 USC 1415[i][3][B]–[G]; 34 CFR 300.517)

## **To obtain more information or to file for mediation or a due process hearing, contact:**

Office of Administrative Hearings  
Attention: Special Education Division  
2349 Gateway Oaks Drive, Suite 200  
Sacramento, CA 95833-4231  
(916) 263-0880  
FAX (916) 263-0890

## **School Discipline and Placement Procedures for Students with Disabilities**

### **School Discipline and Alternative Interim Educational Settings**

#### **May my child be suspended or expelled?**

School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement is appropriate for a child with a disability who violates a code of student conduct from his or her setting to:

- An appropriate interim alternative education setting, another setting, or suspension for not more than ten (10) consecutive school days, and
- Additional removals of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct

#### **What occurs after a removal of more than ten (10) days?**

After a child with a disability has been removed from his or her current placement for ten (10) school days in the same school year, during any subsequent days of removal the public agency must provide services to enable the child to continue to participate in the general education curriculum and progress toward meeting the goals set out in the child's IEP. Also, a child will receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, which are designed to address the behavior violation so that it does not recur.

If a child exceeds ten (10) days in such a placement, an IEP team meeting must be held to determine whether the child's misconduct is caused by the disability. This IEP team meeting must take place immediately, if possible, or within ten (10) days of the school district's decision to take this type of disciplinary action.

As a parent you will be invited to participate as a member of this IEP team. The school district may be required to develop an assessment plan to address the misconduct or, if your child has a behavior intervention plan, review and modify the plan as necessary.

#### **What happens if the IEP team determines that the misconduct is not caused by the disability?**

If the IEP team concludes that the misconduct was not a manifestation of the child's disability, the school district may take disciplinary action, such as expulsion, in the same manner as it would for a child without a disability. (20 USC 1415[k][1] and [7]; 34 CFR 300.530)

If you disagree with the IEP team's decision, you may request an expedited due process hearing, which must occur within twenty (20) school days of the date on which you requested the hearing. (20 USC 1415[k][2]; 34 CFR 300.531[c])

Regardless of the setting the school district must continue to provide FAPE for your child. Alternative educational settings must allow the child to continue to participate in the general

curriculum and ensure continuation of services and modifications detailed in the IEP. (34 *CFR* 300.530; *EC* 48915.5[b])

## **Children Attending Private School**

### **May students who are parentally placed in private schools participate in publicly funded special education programs?**

Children who are enrolled by their parents in private schools may participate in publicly funded special education programs. The school district must consult with private schools and with parents to determine the services that will be offered to private school students. Although school districts have a clear responsibility to offer FAPE to students with disabilities, those children, when placed by their parent in private schools, do not have the right to receive some or all of the special education and related services necessary to provide FAPE. (20 *USC* 1415[a][10][A]; 34 *CFR* 300.137 and 300.138; *EC* 56173)

If a parent of an individual with exceptional needs who previously received special education and related services under the authority of the school district enrolls the child in a private elementary school or secondary school without the consent of or referral by the local educational agency, the school district is not required to provide special education if the district has made FAPE available. A court or a due process hearing officer may require the school district to reimburse the parent or guardian for the cost of special education and the private school only if the court or due process hearing officer finds that the school district had not made FAPE available to the child in a timely manner prior to that enrollment in the private elementary school or secondary school and that the private placement is appropriate. (20 *USC* 1412[a][10][C]; 34 *CFR* 300.148; *EC* 56175)

### **When may reimbursement be reduced or denied?**

The court or hearing officer may reduce or deny reimbursement if you did not make your child available for an assessment upon notice from the school district before removing your child from public school. You may also be denied reimbursement if you did not inform the school district that you were rejecting the special education placement proposed by the school district, including stating your concerns and intent to enroll your child in a private school at public expense.

Your notice to the school district must be given either:

- At the most recent IEP team meeting you attended before removing your child from the public school, or
- In writing to the school district at least ten (10) business days (including holidays) before removing your child from the public school. (20 *USC* 1412[a][10][C]; 34 *CFR* 300.148; *EC* 56176)

### **When may reimbursement not be reduced or denied?**

A court or hearing officer must not reduce or deny reimbursement to you if you failed to provide written notice to the school district for any of the following reasons:

- The school prevented you from providing notice
  - You had not received a copy of this Notice of Procedural Safeguards or otherwise been informed of the requirement to notify the district
  - Providing notice would likely have resulted in physical harm to your child
  - Illiteracy and inability to write in English prevented you from providing notice, or
  - Providing notice would likely have resulted in serious emotional harm to your child
- (20 *USC* 1412[a] [10] [C]; 34 *CFR* 300.148; *EC* 56177)

## State Complaint Procedures

### When may I file a state compliance complaint?

You may file a state compliance complaint when you believe that a school district has violated federal or state special education laws or regulations. Your written complaint must specify at least one alleged violation of federal and state special education laws. The violation must have occurred not more than one year prior to the date the complaint is received by the California Department of Education (CDE). When filing a complaint, you must forward a copy of the complaint to the school district at the same time you file a state compliance complaint with the CDE. (34 *CFR* 300.151–153; 5 *CCR* 4600)

Complaints alleging violations of federal and state special education laws or regulations may be mailed to:

California Department of Education  
Special Education Division  
Procedural Safeguards Referral Service  
1430 N Street, Suite 2401  
Sacramento, CA 95814

For complaints involving issues **not** covered by federal or state special education laws or regulations, consult your district's uniform complaint procedures.

To obtain more information about dispute resolution, including how to file a complaint, contact the CDE, Special Education Division, Procedural Safeguards Referral Service, by telephone at (800) 926-0648; by fax at 916-327-3704; or by visiting the CDE Web site at <http://www.cde.ca.gov/sp/se>.



## **Glossary of Abbreviations Used in This Notification**

ADR	Alternative Dispute Resolution
<i>CFR:</i>	<i>Code of Federal Regulations</i>
<i>EC</i>	<i>California Education Code</i>
FAPE	Free Appropriate Public Education
IDEA	Individuals with Disabilities Education Act
IEP	Individualized Education Program
OAH:	Office of Administrative Hearings
SELPA:	Special Education Local Plan Area
<i>USC:</i>	<i>United States Code</i>

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## IEP 6G – Behavior Intervention Plan

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

**1. The behavior impeding learning is...** *(describe what it looks like)*

**2. It impedes learning because...**

**3. The need for a Behavior Intervention Plan**  early stage intervention  moderate  serious  extreme

**4. Frequency or intensity or duration of behavior**

Reported by \_\_\_\_\_  
 Observed by \_\_\_\_\_

**PREVENTION PART I: ENVIRONMENTAL FACTORS AND NECESSARY CHANGES**

**5. What are the predictors for the behavior?**

*(Situations in which the behavior is likely to occur: people, time, place, subject, etc.)*

---

## IEP 6G – Behavior Intervention Plan

**6. What supports the student using the problem behavior?**

*(What is missing in the environment/curriculum or what is in the environment curriculum that needs changing?)*

**7. What environmental changes, structure and supports are needed to remove the student’s need to use this behavior?** *(Changes in Time/Space/Materials/Interactions to remove likelihood of behavior)*

Who will establish and who will monitor? \_\_\_\_\_  
Frequency? \_\_\_\_\_

**ALTERNATIVES PART II: FUNCTIONAL FACTORS / BEHAVIORS TO TEACH AND SUPPORT**

**8. Function of behavior:**  getting something  rejecting something (protest, escape, or avoid)

**Team believes the behavior occurs because...***(specify the function of the behavior in detail below)*

---

## IEP 6G – Behavior Intervention Plan

**9. What team believes the student should do INSTEAD of the problem behavior?**

*(How should the student escape/protest/ avoid or get his/her need met in an acceptable way?)*

**10. What teaching Strategies/Necessary Curriculum/Materials are needed?**

*(List successive teaching steps for student to learn replacement behavior/s)*

Who will establish and who will monitor? \_\_\_\_\_

Frequency? \_\_\_\_\_

**11. What are reinforcement procedures to use for establishing, maintaining, and generalizing the replacement behavior(s)?**

Selection of reinforcer based on: \_\_\_\_\_

Reinforcer for using replacement behavior       Reinforcer for general increase in positive behaviors

By whom? \_\_\_\_\_

Frequency? \_\_\_\_\_

---

## IEP 6G – Behavior Intervention Plan

### **EFFECTIVE REACTION PART III: REACTIVE STRATEGIES**

#### **12. What strategies will be employed if the problem behavior occurs again? Include personnel for each step**

1. Prompt student to switch to the replacement behavior
2. Describe how staff should handle the problem behavior if it occurs again
3. Positive discussion with student after behavior ends
4. Any necessary further classroom or school consequences (optional)

Describe in the box below the strategies to ensure safety **and/or** attach an Escalation Cycle Management Plan.

An Escalation Cycle Management Plan is attached.

## IEP 6G – Behavior Intervention Plan

### OUTCOME PART IV: BEHAVIORAL GOALS

**13. IEP Behavioral Goal(s) related to this plan. Goal number(s):** \_\_\_\_\_  
 The behavioral goal(s) are to:  Increase use of replacement behavior  Reduce frequency of problem behavior  
 Develop new general skills that remove student’s need to use the problem behavior

**Observation and Analysis Conclusion:**

Are curriculum accommodations or modifications also necessary?.....  yes  no  
 Are environmental supports/changes necessary? .....  yes  no  
 Is reinforcement of replacement behavior alone enough (no new teaching is necessary)? .....  yes  no  
 Are both teaching of new replacement behavior AND reinforcement needed? .....  yes  no  
 Is this BIP to be coordinated with other agency’s service plans\*? .....  yes  no  
 \*If yes, the person responsible for contact between agencies \_\_\_\_\_

### COMMUNICATION PART V: COMMUNICATION PROVISIONS

**14. Manner and content of communication**

1. Who? \_\_\_\_\_  
 2. Under what condition(s) \_\_\_\_\_  
 3. Delivery Manner \_\_\_\_\_  
 4. Expected Frequency? \_\_\_\_\_  
 5. Content? \_\_\_\_\_  
 6. How will this be two-way communication \_\_\_\_\_

1. Who? \_\_\_\_\_  
 2. Under what condition(s) \_\_\_\_\_  
 3. Delivery Manner \_\_\_\_\_  
 4. Expected Frequency? \_\_\_\_\_  
 5. Content? \_\_\_\_\_  
 6. How will this be two-way communication \_\_\_\_\_

1. Who? \_\_\_\_\_  
 2. Under what condition(s) \_\_\_\_\_  
 3. Delivery Manner \_\_\_\_\_  
 4. Expected Frequency? \_\_\_\_\_  
 5. Content? \_\_\_\_\_  
 6. How will this be two-way communication \_\_\_\_\_

**Notes and additional information:**

Additional documents related to this plan attached: \_\_\_\_\_

## IEP – Behavior Intervention Plan, Page 1 of 2

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

Behavior Intervention Plan       Interim Behavior Intervention Plan

### PROBLEM BEHAVIOR

Describe the behavior that is causing difficulty in objective and measurable terms (what it looks and sounds like).

Describe the typical pattern of the problem behavior including the antecedent events that precede or trigger the behavior and the consequences that support continuation of the behavior.

Antecedents	Behavior	Consequences

Frequency, Duration, and Intensity: \_\_\_\_\_

The hypothesized function of the problem behavior is to  obtain  protest  avoid the following:

---

### DESIRED BEHAVIOR

Describe the behavior that the student is expected to exhibit.

### REPLACEMENT BEHAVIOR

Describe what the student may do instead of the problem behavior to get his or her needs met while progressing towards mastery of the desired behavior.

### COMMUNICATION ABOUT THE PLAN

From:	To:	Frequency:	Method:
Content:			
From:	To:	Frequency:	Method:
Content:			
From:	To:	Frequency:	Method:
Content:			





### BEHAVIORAL EMERGENCY REPORT

*To be completed by appropriate staff member when a behavioral emergency occurs.  
A "behavioral emergency" is the demonstration of a serious behavior problem\**

\*A **Serious Behavior Problem** is defined as "behaviors which are self-injurious, assaultive, or cause serious property damage and other severe behavior problems that are pervasive and maladaptive for which instructional behavioral approaches in the IEP are found to be ineffective."

Report Date: \_\_\_\_\_ Report Completed by: \_\_\_\_\_ School Site: \_\_\_\_\_  
Pupils Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Age: \_\_\_\_\_  
Date of Incident: \_\_\_\_\_ Time Incident Began: \_\_\_\_\_ Time Incident Ended: \_\_\_\_\_  
Setting and location of incident: \_\_\_\_\_  
**District of Residence:** \_\_\_\_\_

Describe antecedent events and positive behavior interventions utilized prior to needing to use an emergency intervention. (please describe how any existing behavior plan was implemented by the staff): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe emergency and behavioral interventions utilized: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name(s) of staff involved: \_\_\_\_\_  
District utilizes the following Crisis Program: \_\_\_\_\_

- |  |                          |
|--|--------------------------|
| Physical Escort (student was actively resisting and exhibiting distress)             | Physical Restraint       |
| Continuous Physical Prompts (student was actively resisting and exhibiting distress) | Standing Restraint       |
|  | Seated Restraint         |
|  | Wall-assisted Restraint  |
|  | Floor-assisted Restraint |

Injuries sustained by student (attach accident report): \_\_\_\_\_

Injuries sustained by others (including other students and staff): \_\_\_\_\_

Description of any property damage: \_\_\_\_\_  
Other pertinent information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Check one:**

- Student does not have a current Behavior Intervention Plan:** Within two days of the behavioral emergency, the designated responsible administrator shall schedule an IEP meeting to review the emergency report, to determine the necessity for a Functional Behavior Assessment and to determine the need for an interim Behavior Intervention Plan.
  
- Student has an existing Behavior Intervention Plan:** When an incident involving a previously unseen serious behavior problem occurs or where a previously designated intervention is not effective, student should be referred to the IEP team to be reviewed and determine if the incident constitutes a need to modify the plan.

**COPIES OF BEHAVIORAL EMERGENCY INCIDENT REPORTS WERE SENT TO:**

POSITION	NAME	DATE
Site Administrator*		
Parent or Residential Care Provider**		
District of Residence		
Student's File		
<b>Special Education Director</b>		

\*California Regulations require these people shall receive a notice immediately

\*\*California Regulations require these people shall receive a notice within 24 Hours

**Signature of Person Completing this Report:** \_\_\_\_\_

**BEHAVIORAL EMERGENCY REPORT CHECKLIST**

*Note date and initials of person responsible.*

1. The parent and/or residential care provider, if appropriate, shall be notified within one school day when an emergency intervention is used. \_\_\_\_\_ / \_\_\_\_\_
2. The “Behavioral Emergency Report” shall immediately be completed by staff involved in the intervention. \_\_\_\_\_ / \_\_\_\_\_
3. The “Behavioral Emergency Report” shall immediately be forwarded to and reviewed by, the designated responsible administrator. \_\_\_\_\_ / \_\_\_\_\_
4. Copy placed in student’s file. \_\_\_\_\_ / \_\_\_\_\_
5. If the “Behavioral Emergency Report” was written regarding a student who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP to determine whether an FBA should be conducted and/or an interim behavioral intervention plan (BIP) developed or an existing BIP revised. Parent notice is given and consent must be obtained prior to commencement of Functional Behavior Analysis. \_\_\_\_\_ / \_\_\_\_\_
6. If the “Behavioral Emergency Report” was written regarding a student who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan. \_\_\_\_\_ / \_\_\_\_\_
7. The responsible administrator will forward a copy of the Behavioral Emergency Report to the appropriate Special Education Director. \_\_\_\_\_ / \_\_\_\_\_

**APPENDIX C**  
**SAMPLE LETTERS**

**PRIOR WRITTEN NOTICE OF PROPOSED ACTION  
GRADUATION FROM HIGH SCHOOL  
(SAMPLE LETTER)**

Date: \_\_\_/\_\_\_/\_\_\_

Dear Parent and Student,

Congratulations! This letter serves as written notice that \_\_\_\_\_ is currently meeting the requirements for graduation with a regular high school diploma. As \_\_\_\_\_ is receiving special education and related services, pursuant to Federal law the District must notify you of this proposed change in placement. Your child's graduation with a regular diploma is based on his/her meeting both the State of California and School District's requirements for graduation with a regular high school diploma. As your child is currently on track to satisfy those requirements, graduation is the only valid option. Upon his or her graduation, your child will no longer be eligible for special education services. It is the District's determination that any other option, such as retention or a certificate of completion, is not appropriate for \_\_\_\_\_ at this time. Upon request, an IEP meeting may be convened to discuss this recommendation

The following information was used in making this decision:

- |                          |                     |                          |                                    |
|--------------------------|---------------------|--------------------------|------------------------------------|
| <input type="checkbox"/> | IEP                 | <input type="checkbox"/> | Evaluation                         |
| <input type="checkbox"/> | Student Performance | <input type="checkbox"/> | Teacher/Information/Observation    |
| <input type="checkbox"/> | Student Behavior    | <input type="checkbox"/> | Report Cards/ Statewide Assessment |
| <input type="checkbox"/> | Parent Information  | <input type="checkbox"/> | Other: _____                       |

Please be advised that you are entitled to procedural safeguards if you disagree with this determination. Please feel free to contact your child's school counselor if you have any questions about this matter or, if you require assistance in understanding any portion of this notice.

Sincerely,

{DATE}

M/M {LAST NAME}  
{STREET}  
{CITY, STATE, ZIP}

Dear Mr. & Mrs. {LAST NAME}

This letter concerns the Individualized Education Program (IEP) for your child {NAME, DOB.}

The {DISTRICT NAME} convened your child's IEP team meeting on {DATE} for the purpose of { \_\_\_\_\_ }. At that meeting, the IEP team *{What the IEP team did, e.g. developed your child's IEP for the 20xx-20xx school year or discussed your child's need for services}*. The District's offer to provide a free appropriate public education is: *{frequency, duration, location, description of service model (e.g., push-in, pull-out), inclusion percentage, any specifics}*. You did not provide consent to this IEP at the end of the IEP team meeting. Instead, you took the IEP home for further review. To date, the District has not received your consent to your child's IEP.

Please be advised of the following:

1. The District cannot implement your child's IEP without your consent (California Education Code Section 56346(a).)
2. You may consent to all or part of your child's IEP. (California Education Code Section 56346(a).) The District will implement those components of your child's IEP to which you have consented so as not to delay the provision of special education and related services to your child. (California Education Code Section 56346(a).)

The District requests that you return your child's signed IEP as soon as possible. In addition, the District acknowledges your right to make informed decisions regarding your child's educational programming. Please do not hesitate to contact me should you have any questions about your child's IEP or need further information in order to respond to the District's proposal.

Thank you for your time and prompt response.

Sincerely,

{Name}  
{Title}  
{DISTRICT}  
{STREET ADDRESS}  
{CITY} CA {ZIP CODE}  
{PHONE NUMBER}

{DATE}

M/M {LAST NAME}  
{STREET}  
{CITY, STATE, ZIP}

Dear Mr. & Mrs. {LAST NAME}

This letter is a second attempt to resolve concerns regarding the Individualized Education Program (IEP) for your child {NAME, DOB.}

The {DISTRICT NAME} convened your child's IEP team meeting on {DATE} for the purpose of {  
\_\_\_\_\_}. At that meeting, the IEP team {*What the IEP team did, e.g. developed your child's IEP for the 20xx-20xx school year or discussed your child's need for services*}. The District's offer to provide a free appropriate public education is: {*frequency, duration, location, description of service model (e.g., push-in, pull-out), inclusion percentage, any specifics*}. You did not provide consent to this IEP at the end of the IEP team meeting. Instead, you took the IEP home for further review. To date, the District has not received your consent to your child's IEP. The District has waited for over {# of} days to receive from you your signed IEP.

By letter dated {date of first letter}, I informed you that we had not yet received your consent to your child's IEP. I also informed you that:

1. The District cannot implement your child's IEP without your consent (California Education Code Section 56346(a).)
2. You may consent to all or part of your child's IEP. (California Education Code Section 56346(a).) The District will implement those components of your child's IEP to which you have consented so as not to delay the provision of special education and related services to your child. (California Education Code Section 56346(a).)

Our state legislature expects public schools and parents to be mutually supportive and respectful partners in the education of California's school children. (California Education Code Section 51101.) The District takes this mandate seriously; and therefore, I ask that you contact me as soon as possible regarding your child's IEP.

Thank you for your time and prompt response in this matter.

Sincerely,

{NAME}  
{TITLE}  
Student Support Services  
{STREET ADDRESS}  
{CITY, STATE, ZIP CODE}  
{PHONE NUMBER}

Date

M/M {LAST NAME}  
{STREET}  
{CITY, STATE, ZIP}

Dear Mr. & Mrs. {LAST NAME}

This letter is a third contact concerning the Individualized Education Program (IEP) for your child {NAME, DOB.}

The {SCHOOL DISTRICT} convened your child's IEP team meeting on {DATE}. At that meeting, the IEP team *{What the IEP team did, e.g. developed your child's IEP for the 20xx-20xx school year or discussed your child's need for services}*. The District's offer to provide a free appropriate public education is: *{frequency, duration, location, description of service model (e.g.,\_push-in, pull- out), inclusion percentage, any specifics}*. You did not provide consent to this IEP at the end of the IEP team meeting. Instead, you took the IEP home for further review. To date, the District has not received your consent to your child's IEP. The District has waited for over {# of} days to receive from you your signed IEP.

By letters dated *{dates of first letters}*, I informed you that we had not yet received your consent to your child's IEP. I also informed you that:

1. The District cannot implement your child's IEP without your consent (California Education Code Section 56346(a).)
2. You may consent to all or part of your child's IEP. (California Education Code Section 56346(a).) The District will implement those components of your child's IEP to which you have consented so as not to delay the provision of special education and related services to your child. (California Education Code Section 56346(a).)

Our state legislature expects public schools and parents to be mutually supportive and respectful partners in the education of California's school children. (California Education Code Section 51101.) The District takes this mandate seriously; and therefore, I ask that you contact me as soon as possible regarding your child's IEP. Your failure to cooperate in the IEP process may significantly limit your available remedies should you dispute the appropriateness of your child's proposed IEP {See Title 34 Code of Federal Regulations Section 300.148.}

Please be advised that, if you fail to consent to your child's IEP and or respond to this inquiry, the District is not able to implement the proposed new goals and IEP and must request resolution as soon as possible.

Thank you for your time and prompt consideration in this matter.

Sincerely,

{NAME}  
{TITLE}  
{STREE ADDRESS}  
{CITY, STATE, ZIP CODE}  
{PHONE NUMBER}



## DISTRICT LETTERHEAD

{INSERT DATE}

Dear {INSERT PARENT/GUARDIAN NAME}

Your child with special needs will soon be enrolled in a residential nonpublic school (NPS) outside of Santa Clara County. You or your child's travels associated with your child's initial placement, subsequent therapeutic visits by you to meet with your child and his/her therapist, or your child's therapeutic visits home, may be reimbursable by {INSERT DISTRICT NAME}. The reimbursement of four (4) trips per fiscal year (July 1 – June 30) is provided when procedures are followed and documentation requirements are met and approval is given by the district.

To assist you in meeting the requirements for reimbursement of appropriate travel expenses, the following forms are attached:

1. Travel Reimbursement Guidelines (Exhibit A)
2. Travel Reimbursement Claim Form (Exhibit B)

Please review the guidelines and make four (4) copies of the *Travel Reimbursement Claim* form. Complete a claim form for each trip taken and submit it together with appropriate itemized original receipts. Make a copy of the receipts and documents and keep them for your records. Submit claims to:

{INSERT DISTRICT NAME, ADDRESS AND CONTACT PERSON}

If you have any questions regarding travel reimbursement procedures or the required documentation, please call {INSERT CONTACT PERSON & PHONE NUMBER}.

Sincerely,

{INSERT NAME}

{INSERT TITLE}

## EXHIBIT A

{INSERT DISTRICT NAME}

## TRAVEL REIMBURSEMENT GUIDELINES FOR OUT OF COUNTY RESIDENTIAL NONPUBLIC SCHOOLS

Your child with special needs will soon be enrolled in a residential nonpublic school outside of Santa Clara County. Your or your child's travel associated with the child's initial placement, subsequent therapeutic visits by you to meet with your child and his/her therapist at the residential nonpublic school or your child's therapeutic visits home may be reimbursable the {INSERT DISTRICT NAME}. The reimbursement of four (4) trips per fiscal year (July 1 – June 30) is provided when the procedures are followed, documentation requirements are met and approval is given by the [INSERT DISTRICT NAME].

**Please use *Travel Reimbursement Claim Form Exhibit B*. All travel must be approved by the {INSERT DISTRICT NAME} for initial placements, family therapy/counseling, and therapeutic home visits.**

**GUIDELINES FOR REIMBURSEMENT**

- Both **PARENT** and **NONPUBLIC SCHOOL** must notify {INSERT DISTRICT NAME} at least **twenty-one (21) calendar days** in advance of the trip.
- Nonpublic school must provide the {INSERT DISTRICT NAME} with written documentation of the EXACT date(s) of therapy session(s) before travel approval is granted. Note: If more than one day of family therapy is requested, sessions must be on consecutive calendar days only (**two days maximum**).
- {INSERT DISTRICT NAME} will contact parent and confirm that trip is approved and eligible for reimbursement.
- PARENT and/or SCHOOL is responsible for making all travel arrangements.
- Parent is responsible for submitting **ORIGINAL** itemized receipts for ALLOWABLE EXPENSES. **Make a copy of itemized receipts and documents you submit to the {INSERT DISTRICT NAME}. Keep copies for your files.**
- Claim form (Exhibit B, attached) and documentation are to be submitted to the {INSERT DISTRICT NAME, CONTACT PERSON AND ADDRESS}

**ALLOWABLE EXPENDITURES**

- **Airfare:** Coach class-submit passenger ticket receipts for student and/or parent(s) indicating date, passenger name, destination and cost. If a trip is postponed, reservations should be cancelled immediately.
- **Automobile mileage:** Allowance for transportation by private automobile to and from the residence of the student and the nonpublic school at the District approved rate.
- **Hotel:** Itemized original payment documentation. The District may reimburse a standard Hotel accommodation at the rate determined by US Government Service Administration for the area. Contact school for recommendations regarding suggested hotels.
- **Rental Car Agreements and Fuel Receipts:** Not to exceed mid-size car- itemized original payment documentation
- **Meals:** Reimbursement shall not exceed a maximum of \$48.00 per day of travel (per adult, per day) – with itemized original payment documentation indicating the date, name and location of the restaurant.
- **Airport Parking:** Receipt, not to exceed \$12.00 per day
- **Airport Shuttle:** To and from airport – receipt not exceed \$25.00 one way

**NON- ALLOWABLE EXPENDITURES**

Including, but no limited to:

- First Class/Business Class Airfare
- Travel expenses for family members (i.e.; siblings, etc.)
- Luxury hotels/accommodations
- Luxury vehicle rentals
- Student meals
- Meals within Santa Clara County
- Entertainment related expenses
- Alcoholic beverages
- Snacks
- Tips, etc.

EXHIBIT B

{INSERT DISTRICT NAME}  
**TRAVEL REIMBURSEMENT CLAIM FORM**

Student Name: \_\_\_\_\_ Nonpublic School: \_\_\_\_\_

Name of person submitting claim: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Person(s) traveling: \_\_\_\_\_

Beginning Date of Travel: \_\_\_/\_\_\_/\_\_\_

Ending Date of Travel: \_\_\_/\_\_\_/\_\_\_

<b>EXPENDITURE CLAIM</b> <b>Transportation</b> (Air, Car Rental, Shuttle, Taxi)	<b>DAY 1</b> DATE: ___/___/___	<b>DAY 2</b> DATE: ___/___/___	<b>DAY 3</b> DATE: ___/___/___
Type: _____	\$ _____	\$ _____	\$ _____
Type: _____	\$ _____	\$ _____	\$ _____
Type: _____	\$ _____	\$ _____	\$ _____
Type: _____	\$ _____	\$ _____	\$ _____
<b>STANDARD HOTEL RATE</b>	\$ _____	\$ _____	\$ _____
<b>ADULT DAILY MEAL ALLOWANCE</b>  Limits per adult per day: Breakfast - \$10.00 Lunch - \$14.00 Dinner - \$24.00	B: \$ _____ L: \$ _____ D: \$ _____	B: \$ _____ L: \$ _____ D: \$ _____	B: \$ _____ L: \$ _____ D: \$ _____
<b>RELATED EXPENSES</b>			
Item: _____	\$ _____	\$ _____	\$ _____
Item: _____	\$ _____	\$ _____	\$ _____
Item: _____	\$ _____	\$ _____	\$ _____

- Please include original itemized documentation
- Keep copies for your files

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Person Submitting Claim      Date

OFFICE USE ONLY:						
_____/_____/_____ Signature of District Representative	_____/_____/_____ Date	Trip #	1	2	3	4
			(Please Circle)			



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## Prior Written Notice

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

Provided to parent prior to district initiation or refusal regarding change of identification, evaluation, educational placement, or provision of free appropriate public education

This notice is to inform the parent(s) of the above named student regarding the school district's:

- Proposal to initiate or change the:  
 Identification  Evaluation  Educational Placement  Provision of a free appropriate public education to your child

This notice includes a description of the proposed action, an explanation of why the district proposed to take this action, a description of any other options that were considered and the reasons why those options were rejected, and other factors that are relevant in this proposal. Your written permission must be given before we assess your child to determine eligibility. You have the right to be familiar with the assessment procedures and type of tests that may be given to your child. After the assessment is completed, you will be notified in writing of a meeting to discuss the results of the evaluation.

- Refusal of your request to initiate or change the:  
 Identification  Evaluation  Educational Placement  Provision of a free appropriate public education to your child

This notice includes a description of action being refused, an explanation of why the district refused to take this action, a description of any other options that were considered and the reasons why those options were rejected, and other factors that are relevant to this refusal.

Description of proposed or refused action:

Reason(s) for proposed or refused action:



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## Prior Written Notice

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

Description of evaluation procedures, tests, records, or reports used in deciding to propose or refuse this action:

Description of other options considered and reasons for rejecting them:

Other factors relevant to the proposal or refusal:

You have protection under the procedural safeguards of Part B of the IDEA. If you would like a copy of the Procedural Safeguards please contact the district and a copy will be sent to you. If you would like further information about your rights or the proposed action and/or referral please contact:

\_\_\_\_\_

Print Name and District Contact

\_\_\_\_\_

Position

\_\_\_\_\_

Phone

\_\_\_\_\_

E-mail Address

{WRITTEN NOTICE TO PARENT  
WHEN PARENT REVOKES CONSENT TO SPECIAL EDUCATION AND RELATED SERVICES}

[DATE]

[PARENTS' NAME & ADDRESS]

Re: [STUDENT'S NAME AND DOB]

Dear \_\_\_\_\_:

On \_\_\_\_\_ [DATE], the [\_\_\_\_\_ School District] ("District") received your written notice revoking consent to the District's continued provision of special education services and placement for your [SON/DAUGHTER]. This letter responds to your \_\_\_\_\_ [DATE] letter, wherein you revoked your consent for your child, [NAME], to receive special education and related services from the District. Please consider this the District's response to your request under Title 34 Code of Federal Regulations ("CFR") sections 300.300 and 300.503.

The District believes that [NAME] continues to require special education and related services pursuant to the individualized education program ("IEP") meeting convened on [DATE] based upon the following information: (1) a review of [NAME's] student records; (2) input from the members of [NAME's] IEP team; (3) observation of [NAME's] school performance; and (4) a review of [NAME's] assessments, specifically, [SPECIFY EACH EVALUATION / ASSESSMENT/ REPORT], including independent assessments; (5) [NAME's] progress on her/his goals; and, (6) all other available information.

However, based on the receipt of your written revocation of consent, the District will discontinue all special education and related services for [NAME] on [DATE]. After that date, [NAME] will no longer receive the educational services and supports contained in [his/her] [DATE(S)] IEP, which include, but are not limited to: **[LIST PLACEMENT, SERVICES, ACCOMMODATIONS, MODIFICATIONS, AND/OR SUPPORTS, INCLUDING BEHAVIORAL SUPPORTS, STUDENT WILL NO LONGER RECEIVE]**.

Beginning on [DATE] **[INSERT THE SCHOOL DAY AFTER THE DAY THAT SPECIAL EDUCATION SERVICES STOP]**, [NAME] will be placed in a general education classroom **[IF NEEDED, INSERT DESCRIPTION OF GENERAL EDUCATION PLACEMENT]**. At that time, [NAME] will only have access to those supports, accommodations, and opportunities that are made available to general education students.

Please be advised that after [DATE], [NAME] will become a general education student and will no longer be entitled to the special education and related services, rights and procedural

{WRITTEN NOTICE TO PARENT  
WHEN PARENT REVOKES CONSENT TO SPECIAL EDUCATION AND RELATED SERVICES}

safeguards provided under the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”) and related provisions in the California Education Code. [NAME] will be treated as a general education student in all respects, including discipline as well as District-wide testing (such as STAR testing), **[and graduation, if appropriate]**. As a result, [NAME]’s disability will not be taken into consideration when determining appropriate disciplinary action and [he/she] will not be entitled to the IDEA’s discipline protections.

Your revocation of consent releases the District from its obligation to provide your child with a free appropriate public education. If, in the future, you would like your child to receive special education and related services from the District, please contact us. The District will treat such a request as a request for an initial evaluation.

The District has considered all available information in ceasing the provision of special education services to your [SON/DAUGHTER.] The District would like to meet with you on [DATE] to discuss your decision and its potential impacts. However, our invitation to meet is entirely voluntary. You are not obligated to meet with us and any meeting will not delay or deny the discontinuation of special education and related services to your child. Please contact \_\_\_\_\_ at [INSERT CONTACT INFORMATION] to confirm whether you will attend the meeting. If we do not hear from you, we will assume that you do not wish to meet.

I have enclosed a copy of the District’s parental rights and procedural safeguards. Please feel free to contact me with any questions you may have at this time. You may also contact the following sources to obtain assistance in understanding your rights:

California Department of Education  
P.O. Box 944272  
Sacramento, CA 94244-2720.

[LOCAL SELPA]

Thank you for your time and careful consideration in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

[NAME]

[TITLE]

Enclosures: Parent’s written revocation of consent  
Notice of Parental Rights and Procedural Safeguards