

**INTERAGENCY AGREEMENT**

**Part B**

**(Ages 3 through 22)**

**between**

**SAN LUIS OBISPO COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA**

**and**

**TRI-COUNTIES REGIONAL CENTER**

APPROVED: October 12, 2007

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**INTERAGENCY AGREEMENT:  
Tri-Counties Regional Center and San Luis Obispo County  
Special Education Local Plan Area**

**Section I: Introduction**

1. Parties

The parties to this agreement are the Tri-Counties Regional Center (TCRC) and the San Luis Obispo County Special Education Plan Area (SELPA).

2. Purpose Statement

The purpose of this agreement is to build a relationship that results in the collaborative design and delivery of programs and services. Both agencies will jointly support all students/individuals to be successful during their school years and into adulthood. TCRC and SELPA are committed to helping families understand the developmental process and contributing to the growth and development of all special needs students/individuals. TCRC and SELPA are committed to provide opportunities that promote integration in the community and services to individuals in the least restrictive environment (LRE).

3. Objectives

It is the objective of this document to:

- A. Clarify, determine and coordinate each agency's responsibility to the student/individual and his/her family, including services that are to be provided by each agency.
- B. Establish a means for joint planning to occur, which will ensure that local resources will be developed and utilized in the most effective manner including:
  - (1) Commitment of resources based on identified needs;
  - (2) The elimination of duplication of services;
  - (3) Delineation of the collaboration of fiscal responsibilities providing a continuum of needed services to the student/individual.
- C. Facilitate communication and collaboration between agencies.
- D. Ensure each agency conforms to legislative mandates on a cooperative basis.
- E. Provide a format for resolution of conflict and disagreement.

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4. Target Population

This Agreement applies to individuals' ages 3 to 22 years who are both TCRC individuals and identified individuals with disabilities under the Individuals with Disabilities Education Act. Identified individuals according to the perimeters above must be the responsibility of local education agencies (LEA's) within San Luis Obispo County to be covered by the provisions of this agreement.

5. Eligibility

TCRC recognizes that SELPA and its member districts determine eligibility for special education services based upon the applicable provisions of California Education Code and the California Code of Regulations. SELPA and its member districts recognize that TCRC determines eligibility for TCRC provided services based upon the Lanterman Developmental Disabilities Services Act and Service Policies adopted by the Tri-Counties Association for the Developmentally Disabled, Inc. (TCADD). It is understood that neither TCRC nor SELPA shall presume or determine eligibility for services for the other agency. It is also understood that all discussions and plans proposed for the student/individual are with the consent of the parent, legally authorized representative or adult individual.

6. Agency Responsibilities

Local Educational Agency Responsibility:

LEAs are required to ensure all individuals with special needs have a right to participate in a free and appropriate public education. Special education services for students are needed to ensure the right of an appropriate educational opportunity to meet their unique needs as referenced by the Education Code Section 56441.1.

Tri-Counties Regional Center Responsibility:

Regional centers are required to assist individuals with developmental disabilities and their families in securing those services and supports which maximize opportunities and choices for living, working, learning and recreating in the community as referenced by the Welfare and Institutions Code 4640.7.

7. Definitions

Individual: A person who has a disability that meets the definition of developmental disability.

Developmental Disability: A disability that originated before an individual attains age 18, continues, or can be expected to continue, indefinitely, and constitutes a substantial disability for that individual.

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Educational Rights: The person or persons who have the right to make education decisions for a student. Parents are assumed to have this right in the absence of action by a court

Individual Educational Plan (IEP): A special educational plan drawn up by an IEP team designed to provide a Free and Appropriated education to a student enrolled in an LEA. IEP's are for the period of a maximum of one year.

Individualized Program Plan (IPP): A set of written goals established for an individual at least every three years with the aid of a service coordinator and anyone else who the individual wishes to invite. It is designed to identify services, activities and supports that promote community integration, independence, productivity, and health of the individual.

Individual Transition Plan (ITP): A plan that is developed by an IEP team to address the transition needs of a student/individual. Transition plans are for the maximum term of one year.

Interagency Collaboration: Ensuring maximum utilization of all state and federal resources available to provide children and youth with disabilities a free and appropriate public education and the provision of other related services.

Local Education Agency (LEA): For the purposes of this agreement the local education agency is the school district in which the student/individual legally resides.

LEA for Part C: For the purpose of this agreement the LEA for part C means the LEA or County Office selected by the SELPA members to provide birth to three services.

Special Education Local Plan Area (SELPA): The SELPA is agency that in accordance with the law provides administration of special education programs for the 10 LEA's and the County Office found within San Luis Obispo County.

Student/Individual: For the purpose of this agreement the terms Student and Individual mean an individual who qualifies for both special education services as defined in the California Education Code and Regional center services as defined in the Lanterman Act.

Surrogate Parent: An individual appointed by the LEA to make educational decisions for a student/individual when no parent can be identified or found.

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## **Section II: Interagency Collaboration**

### **1. Collaborative Advocacy**

#### **A. Shared Goals**

Both agencies agree that the overriding purpose of this agreement is to build and operate from a relationship that results in the collaborative design and delivery of programs and services to support students/individuals to be successful during their school years and in adulthood.

#### **B. Advocacy**

Both agencies agree that:

- (1) They have a responsibility to advocate for the needs of the student/individual.
- (2) The mission of TCRC and the SELPA's LEAs is different in reference to outcomes and scope of service.
- (3) When a possible conflict between TCRC and SELPA arises which is caused by an agency's advocacy role the staff from the agencies will attempt to resolve the issue prior to directly involving the parent.

#### **C. Both agencies agree to:**

- (1) Designate/invite agency staff as appropriate, to participate in and/or submit written information for the development of the IEP/IPP.
- (2) Acknowledge that the ITP/IPP shall constitute the educational section of the IPP and that the education agency has the responsibility for educational placement of students/individuals enrolled in public school programs
- (3) Assure the provision of services, either directly or by joint agreements with other providers, as specified in IEP/ITP/IPP.
- (4) Ensure that the parents/guardians are invited and have the opportunity to be involved in the IEP/IPP planning meeting
- (5) Invite staff from other agencies as appropriate to IEP/ITP/IPP.
- (6) Meet at a minimum on a yearly basis to discuss issues relating to collaboration between agencies.

### **2. Outreach/Childfind**

TCRC and SELPA are committed to identifying children and youth who require special services. Each agency agrees to:

- A. Refer all students/individuals with suspected needs to the appropriate agency for determination of eligibility and, where appropriate, development of a service plan: Individualized Education Program (IEP), Individual Program Plan (IPP), and Individual Transition Plan (ITP).
- B. Provide the general public with information regarding their respective services and eligibility criteria, with consideration given to the ethnic and cultural diversity of the community.

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- C. Provide information and referral to the Family Resource Center (i.e., Parents Helping Parents).
  - D. The SELPA will:
    - (1) Assist families in referring prospective individuals 3-22 years old to TCRC.
    - (2) Provide the general public with information regarding requirement for modification of general education requirements, eligibility criteria, and special education services
  - E. TCRC will:
    - (1) Assist the family in referring all individuals with suspected special education needs to schools for determination of eligibility.
    - (2) Provide the general public with information regarding Regional Center eligibility and services.
3. Exchange of Information
- TCRC and SELPA agree to follow procedures that promote mutual understanding of their services by:
- A. Securing permission of the parent or legal representative to share student/individual information with the other agency. Exchanging information on mutual students/individuals will be an ongoing responsibility of both agencies, based on written consent for release of information by the responsible parent or legal representative.
  - B. Exchanging information regarding student/individual/parental rights and due process procedures.
  - C. Facilitating visitations to school sites and community-based programs by school/agency personnel.
  - D. The exchange of pertinent information in a timely manner which includes:
    - (1) Behavioral
    - (2) Communication
    - (3) Developmental
    - (4) Educational
    - (5) Legal
    - (6) Medical
    - (7) Social/Emotional
    - (8) Transitional
    - (9) Vocational
  - E. It is also understood that all discussions and plans proposed for the student/individual are with the consent of the parent, legally authorized representative or adult individual

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4. Interagency In-service/Staff Development

TCRC and SELPA believe in ongoing opportunities for professional growth and development of their staff. Accordingly, they agree to:

- A. Exchange copies of calendars, schedules and announcements of in-service opportunities.
- B. Invite and encourage representatives of the other agency to participate in collaborative in-service planning, seminars, conferences and workshops, which are of mutual interest.
- C. Upon request, provide each other with speakers, trainers and workshop leaders for relevant workshop/in-service topics.
- D. Participate in periodic meetings in which personnel of multiple agencies meet to determine roles, share information and engage in collaborative planning for successful transitioning and programming for students/individuals with disabilities.
- E. Explore the development of new collaborative service options that facilitate the successful transition of students/individuals to adult or higher education, vocational training, or work and living options.
- F. Explore the development of new service options to maximize cost-effective utilization of resources.

5. Fiscal Responsibility (use of funds)

TCRC and SELPA shall not supplant the budget of any other agency, which receives public funds and has the legal responsibility to provide specific services. It is understood that neither agency shall presume or determine payment for services for the other agency.

6. Dispute Resolution

- A. TCRC and SELPA agree to work cooperatively to minimize interagency disputes, and when such disputes occur, both agencies will seek a speedy resolution. Every attempt will be made to resolve the dispute at the lowest possible level. Interagency conferencing will be encouraged to consider appropriate levels of service and funding responsibility for students/individuals of TCRC and SELPA. In the event joint case conferencing does not yield mutual agreement, TCRC Individual Services Manager and Local Education Agency Special Education Administrator may consult in order to resolve differences in responsibility. TCRC Director of Individual Services and/or SELPA Director may be consulted to assist in facilitating mutually agreeable levels of responsibility.

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- B. TCRC and SELPA agree to the principles and steps listed below to resolve disputes. Nothing in these dispute resolution procedures precludes a parent or adult individual from initiating due process or complaint procedures.
- (1) Case Manager: The first attempt at conflict resolution shall consist of the case/service managers involved in the situation meeting in an attempt to resolve the conflict.
  - (2) Interagency Dispute Resolution Conference (IDRC): Conflicts which can not be resolve at by the case managers shall be referred to the LEA Director of Special Education and appropriate Regional Center Manager. They shall discuss the point(s) of difference in a meeting known as an IDRC.
    - (a) The direct service professionals from TCRC and the school involved may have the opportunity to present their positions at the IDRC.
    - (b) The IDRC shall be convened within five (5) working days upon request by either agency.
    - (c) Others may be invited as appropriate.
  - (3) Director's Conference: Any issue that is unresolved by Step B (above) shall be referred to TCRC's Director of Individual Services (or his/her designee) and to the SELPA Director (or his/her designee) for resolution.
  - (4) Those issues, which cannot be resolved through the Step C, will be referred to the appropriate State Department, or alternatively, one or both of the agencies' complaint procedures and due process procedures will be utilized.
- C. During any dispute between agencies all students/individuals must continue to receive the appropriate services currently being provided.

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**Section III: Implementation Practices**

1. Assessment For Students/Individuals  
TCRC and SELPA provide comprehensive assessment of student/individual strengths and needs. Each agency agrees to:
  - A. Assess referred individuals according to respective agencies' legal mandates to determine eligibility for services:
    - (1) Developmental/educational strengths and needs;
    - (2) Information for design of IEP/IPP/ITP.
  - B. Where appropriate, collaborate on the development of an assessment plan.
  - C. Where appropriate, share outcomes of assessment information.
2. Developments and Implementation Of IEP/IPP/ITP  
TCRC and SELPA agree collaboration is critical to successful planning for students/individuals. When ever possible and with permission of the parent TCRC and the LEA's will plan for a student/individual's program simultaneously. Accordingly, both agencies agree for mutual student/clients they:
  - A. Support the integration of the IEP and the IPP.
  - B. With parent's consent, designate/invite appropriate school/agency staff to participate in and/or submit written information for the development of the IEP/IPP/ITP.
  - B. Discuss areas of collaboration relevant to IEP/IPP services in order to meet the student's need.
  - C. Acknowledge that the IEP/ITP shall constitute the education section of the IPP and that the LEA has the responsibility for the educational placement of students/individuals enrolled in public school programs.
  - D. Assure the provision of services, either directly or by joint agreements with other providers, as specified in the IEP/IPP/ITP.
  - E. Recognize the relationship of the IEP/IPP/ITP for secondary-age pupils and support the integration of these plans.
  - F. Ensure that the parents/legal representatives are invited and have the opportunity to be involved in the IEP/IPP/ITP planning meetings.

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- G. Participate in the alignment of curriculum and services in order to ensure successful transition from the educational program to adult day services or vocational opportunities within the existing budgetary constraints.
  - H. Define procedures to ensure effective transition are established for students/individuals moving from the educational system to adult services, which may include residential, independent and supported living, adult day services and vocational opportunities.
3. Specialized Equipment
- A. Special Education Local Plan Area will:
    - Assure provision of assistive technology and/or low incidence equipment as required to benefit from education as specified in the IEP.
  - B. Tri-Counties Regional Center will:
    - Assure provision of specialized equipment as identified in the IPP through coordination with generic services and/or private agencies.
4. School and After School Programs
- Both agencies agree to the following regarding provision of services:
- A. If a service is needed in order for the student to benefit from the education program, and agreed upon by the IEP team, the LEA will provide those service(s) within the school hours and/or school year appropriate to the grade level of the student.
  - B. If the service is needed to support the individual beyond school hours as defined by the IEP; and agreed upon by the IPP team, it will be arranged or provided by TCRC. TCRC will make every effort not to provide services determined necessary by the IPP during school hours.
5. Transition
- A. Early Start to Ages 3 to 5
    - (1) TCRC and SELPA agree that transition planning is an ongoing interagency process that begins with the determination of eligibility for early intervention services. The child's transition from current programs and services into (a) new program(s) requires adjustments by the child and family and cooperation among the agencies that provide these programs. The written IFSP Transition Plan should include community program options, the necessary evaluations, assistance for families in evaluating and accessing programs/services and communication between team members to ensure that the child and family are well prepared for transition. The transition plan will include steps to prepare the child for changes in service delivery, including steps to help the child adjust

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- to function in a new setting. These steps may include supporting visitation, participation, and observation within potential settings.
- (2) The Early Start Program (LEA for Part C), which is operated under the direction of the County Office of Education will develop and implement Transition Plans for infants or toddlers with a solely low-incidence disability and dually severed toddlers to the Program's funded capacity. The Early Start Program will be responsible for contacting the LEA of residence when appropriate to participate in the toddler's transition meeting with the family.
  - (3) TCRC will develop and implement Transition Plans for toddlers who are eligible for TCRC. TCRC also will be responsible for contacting the LEA of residence when appropriate to participate in the toddler's Transition Plan meeting with the family.
  - (4) When ever possible the LEA of residence will take part in Transition planning which will include any necessary assessments which will be necessary to identify the child as eligible for IDEA services. Base on pertinent information the LEA of residence will develop an IEP for the student prior to the third birthday. In cases where there is a possibility of transition to special education programs operated by the County Office of Education staff from that agency will be invited to the IEP .The parent of the child shall be given the option of inviting TCRC to the IEP meeting.
  - (5) Both the SELPA and TCRC agree at age three the child is no longer eligible for services under part C and should be served by part B. If the student qualifies for IDEA services based on assessment by school personnel, with parental consent commencement of IDEA services will be determined by the IEP. It is understood by both agencies that IEP determined services will be based on upon the LEA school year calendar.

**B. Ages 16-22**

The SELPA will make every effort to invite TCRC to all transition meetings. If unable to attend TCRC we'll make every effort to conference by telephone with the LEA case manager prior to the meeting.

Both agencies agree to facilitate student's/individual's successful transition from school to adulthood by:

- (1) Identifying transition-planning services beginning at age 16 or younger when determined appropriate.
- (2) Conducting activities to increase student/individual/family awareness of post-secondary opportunities (e.g., adult services, which include living arrangements, employment opportunities, and training education visits to vocational options in the community).

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- (3) Working collaboratively to identify and develop services that would support meaningful work and an adult lifestyle when appropriate, include mutually IEP team agreed upon service vendors.
  - (4) Working collaboratively with the student/individual and representatives from appropriate community agencies, the IEP/ITP/IPP team will determine appropriate timelines for transition to adult services
  - (5) Working collaboratively to develop a plan for the student/individual during the last year of enrollment to aide in transition into non-IDEA services.
6. Graduation/Exit from IDEA services
- A. The SELPA and its LEAs will work with TCRC to help a student/individual transition successfully into adulthood. It is recognized that this transition may take place at:
    - (1) What ever age the student/individual has completed requirements for graduation,
    - (2) After the age of 18 if the student/individual in not conserved and so chooses to leave school; and
    - (3) When the student is no longer eligible for services because his age exceeds 22 years.
  - B. For students who are age 18-22 and about to exit services, the SELPA and its LEAs will work with TCRC and with the student/individual to help to make this decision when it is appropriate for the student educationally, based on the IEP team discussion, if it precedes graduation or age 22.
7. Out-Of-Home/Non-Public School Placement
- A. Special Education Local Plan Area will:
    - (1) Provide, as requested, educational staff to participate in student's/individual's out-of-home placement planning meeting.
    - (2) Communicate with the local educational agency (LEA) when a new placement is being considered or has been selected and obtain and/or send educational records upon request.
    - (3) Seek placement in an appropriate educational program, which can fulfill the requirements of the IEP. Assume responsibility for San Luis Obispo County students for the necessary State-certified non-public school residential costs of such a placement when the IEP Team determines that an appropriate educational placement is not available within the public school sectors and that such placement is necessary for educational purposes.
    - (4) Be responsible for the educational costs of a State-certified non-public, nonsectarian school when the placement is jointly determined and is necessary to implement both the IEP and the IPP.
    - (5) Assist TCRC in finding appropriate educational services with in San Luis Obispo County and/or assist TCRC in contacting the SELPA

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director or designee within the local plan area where the student/individual is to live.

B. Tri-Counties Regional Center will:

- (1) Provide support services as specified in the IPP to maintain the individual in his/her family home or community placement.
- (2) With parental consent, invite appropriate educational staff to the individual's out-of-home placement planning meeting.
- (3) Make every effort to place the individual within the geographic boundaries of the school district currently providing the special education services or within adjacent districts.
- (4) When proposing to relocate students/individuals, at least 10 days prior to making a placement in a residential facility, notify the director or designee in the SELPA where the facility is located to determine the availability of appropriate special education services.
- (5) Make every effort to facilitate out-of-home placement of an individual within a district that is able to provide the educational services in a public school setting as indicated in the IEP.
- (6) At least 10 days prior to discharge from a residential facility, notify in writing, the current LEA and the receiving LEA where the student/individual is being referred of the impending discharge and relocation.
- (7) As part of the written notification, provide the receiving LEA with a copy of the student's/individual's IEP, the identity of the individual responsible for representing interests of the student/individual for educational and related services, and other relevant information about the student/individual that will be useful in implementing the student's/individual's IEP.
- (8) Be responsible for the residential cost of placement when such placement is determined to be necessary for non-educational purposes.
- (9) Be responsible for the residential and other non-educational costs when the placement is jointly determined and is necessary to implement both the IEP and the IPP.

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**Section IV: Student/Individual Protections**

1. Students'/Individuals'/Parents' Rights and Procedural Safeguards  
TCRC and SELPA agree to:
  - A. Maintain advocacy role for students/individuals/parents.
  - B. Explain to students/individuals/parents their rights and procedural safeguards established by law and the due process procedures used by the respective agency.
  - C. Refer questions regarding rights and procedural safeguards to the appropriate agency administrator.
  - D. Encourage and support interagency participation in inservice activities related to students'/individuals'/parents' rights and procedural safeguards.
2. The Rights of Non-conserved 18 year olds
  - A. A student who has turned 18 years old and who has not graduated from school assumes the educational rights and procedural safeguards provided to a student with disabilities that were previously held by his or her parents.
  - B. A student may assign his or her education rights, in whole or in part to a parent, guardian, or other adult. Such assignment must be done in writing.
3. Surrogate Parents
  - A. A surrogate parent will be appointed by the appropriate LEA of the SELPA when no parent can be identified; or after reasonable effort, the whereabouts of a parent cannot be discovered; or the student/individual is a dependent or ward of the court and the court has specifically limited the right of the parent or guardian to make educational decisions for the student/individual.
  - B. A surrogate parent shall not be appointed for a student/individual who has reached the age of majority unless the student/individual has been declared incompetent by a court of law.
  - C. When appointing a surrogate parent, the local education agency shall, as a first preference, select a relative caretaker, foster parent, or court appointed special advocate, if any of these individuals exist and is willing and able to serve. If none of these individuals is willing or able to act as a surrogate parent, the local education agency shall select the surrogate parent of its choice. If the student/individual is moved from the home of

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the relative caretaker or foster parent who has been appointed as a surrogate parent, the local education agency shall appoint another surrogate parent.

- D. A surrogate parent shall serve as the student/individual's parent and shall have the rights relative to the student/individual's education that a parent has and may represent the student/individual in matters relating to identification, assessment, instructional planning and development, educational placement, reviewing and revising the individualized education program, and in all other matters relating to the provision of a free and appropriate public education of the student/individual. This representation shall include the provision of written consent to the individualized education program including non-emergency medical services, mental health treatment services, and occupational or physical therapy services provided through California Children Services. The surrogate parent may sign any consent relating to individualized education program purposes.
- E. Individuals who would have a conflict of interest in representing the student/individual (i.e., a person having any interests that might restrict or bias his or her ability to advocate for all of the services required to ensure a free and appropriate public education for an individual with special needs) shall not be appointed as a surrogate parent.
- F. The surrogate parent shall not be an employee of a public or private agency that is involved in the education or care of the student/individual.
- G. If a conflict of interest arises subsequent to the appointment of the surrogate parent, the local education agency shall terminate the appointment and appoint another surrogate parent.
- H. A parent or guardian of an individual with special needs may designate another adult to represent the interest of the student/individual for educational and related services. While the parent of an individual with special needs may designate a foster parent or group home operator to act as his/her educational representative, it is expressly understood that a foster parent or an operator of a group home shall not seek to be appointed as an educational representative for a student/individual whose parents retain the legal right to make educational decisions for their student/individual.

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4. Foster Parents

Both Agencies agree that foster parents have educational rights for a student/individual placed in their home when a court has granted educational rights to the specific foster parent.

5. Court Designated (CASA)

Both Agencies agree that if the a court has removed educational rights of a parent the court appointed advocate will be recognized as having decision making rights concerning the student/individual's education to the same extent as those rights granted to parents.

**Section V: Other**

1. Term of the Agreement

This agreement will be in effect upon approval of both agencies' governing boards. The agreement shall be reviewed every three years or earlier based on the request of either party.

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**Alan Hilton, Ed.D.**  
**Director**  
**San Luis Obispo County SELPA**

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**Omar Noorzad, Ph.D.**  
**Executive Director**  
**Tri-Counties Regional Center**

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**Appendix**

Appendices can be obtained by contacting the SELPA office at (805) 782-7304.