

**INTERAGENCY AGREEMENT**

**Part B**

**(Ages 3 through 22)**

**between**

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

**and**

**TRI-COUNTIES REGIONAL CENTER**

(Revised 01/01/89)

(Revised 04/08/96)

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

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## **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 Local Plan Area (SELPA).

- The SELPA represents the 13 member public school Local Educational Agencies (LEAs) within its geographical area of San Luis Obispo County.
- LEAs, as used in this document, refers to these identified school districts.

### **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 to be successful during their school years and into adulthood. TCRC and SELPA are committed to contributing to the growth and development of all students with special needs, helping families understand the developmental process and providing opportunities that promote the integration of services and supports within the community to students 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 and their 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.
- 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.

### **4. Target Population**

This Agreement applies to students, ages 3 to 22 years, who are receiving services from TCRC and identified as having a disability under the Individuals with Disabilities Education Act (IDEA). Identified students according to the parameters above must be the responsibility of the LEAs within San Luis Obispo County to be covered by the provisions of this agreement.

## 5. Eligibility

TCRC recognizes that the LEA Individual Education Program (IEP) teams determine eligibility for special education services based upon the applicable provisions of California Education Code and the California Code of Regulations. SELPA and LEAs 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 TCRC nor SELPA or LEAs shall presume or determine eligibility for services for the other agency. It is also understood that all discussions and plans proposed for the student are with the consent of the parent, legally authorized representative, or adult as appropriate.

## 6. Agency Responsibilities

### Local Education Agency Responsibility

LEAs are required to ensure students qualifying for special education have a right to participate in a free appropriate public education (FAPE). Special education services for eligible students are required to ensure the right of an appropriate educational opportunity to meet their unique needs as referenced by the Education Code Section 56000.

### 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

Developmental Disability: A disability resulting from intellectual disability, cerebral palsy, autism, or epilepsy that originated before the age 18, continues, or can be expected to continue, indefinitely, and constitutes a substantial disability for that individual. This term shall also include disabling conditions found to be closely related to intellectual disability or to require treatments similar to that required for individuals with intellectual disability, but shall not include other handicapping conditions that are solely physical in nature.

Educational Rights: The person or persons who have the right to make education decisions for a student. Parents are assumed to have this right, or until the student turns 18, in the absence of action by a court.

Individualized Educational Program (IEP): A special educational program drawn up by an IEP team designed to provide a FAPE to a student enrolled in an LEA.

Individual 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 person 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 as part of the IEP to address the transition needs of a student. Transition plans must be in place by the time the student is age 16 and are implemented as part of the annual plan review IEP.

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

Local Education Agency (LEA): For the purposes of this agreement, the LEA is the school district in which the student legally resides, also known as the District of Special Education Accountability (DSEA).

LEA for Part B: For purposes of this agreement, the LEA for Part B means the LEA or County Office who provides special education under IDEA ages 3-22 pursuant to the SELPA Local Plan.

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 who provides birth to three services. In the SELPA, the County Office of Education provides these services.

Special Education Local Plan Area (SELPA): The SELPA is the agency, in accordance with the law, that supports the implementation of special education programs for the 10 LEAs, 3 Charter Schools and the County Office of Education found within San Luis Obispo County.

Student: For the purpose of this agreement, the term Student means an individual who qualifies for both special education services as defined in the IDEA 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 when no parent can be identified or found.

## **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 in being 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.
- (2) The mission of TCRC and the SELPA 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 with parent consent to participate in and/or submit written information for the development of the IEP/IPP.
- (2) Acknowledge that the ITP/IEP shall constitute the educational section of the IPP and that the education agency has the responsibility for educational placement of students 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) Meet at a minimum on a yearly basis to discuss issues relating to collaboration between agencies.

## 2. Outreach/Child Find

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

- A. Refer all students with suspected needs to the appropriate agency for determination of eligibility and, where appropriate, development of an IEP or IPP.
- 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.
- C. Provide information and referral to the Family Resource Center and appropriate local agencies.
- D. The SELPA will:
  - (1) Assist families of students who may potentially be eligible for regional center services in accessing TCRC for determination of eligibility.
  - (2) Provide the general public with information regarding how to access special education resources in the appropriate LEA including eligibility criteria, and the continuum of special education services and supports.
- E. TCRC will:
  - (1) Assist the families of children with suspected disabilities in accessing schools for special education referral and 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 information with the other agency. Exchanging information on mutual students 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 /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 includes:
  - (1) Behavioral
  - (2) Communication
  - (3) Developmental
  - (4) Educational
  - (5) Legal
  - (6) Medical
  - (6) Social/Emotional
  - (7) Transitional
  - (8) Vocational/Employment
- E. It is also understood that all discussions and plans proposed for the student are with the consent of the parent, legally authorized representative or adult student as appropriate.

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 with disabilities.
- E. Explore the development of new collaborative service options that facilitate the successful transition of students 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. In the event joint case conferencing does not yield mutual agreement, the TCRC Services and Supports Manager and LEA Special Education Administrator may consult in order to resolve differences in responsibility. The TCRC Director of Services and Supports and/or SELPA Executive Director may be consulted to assist in facilitating mutually agreeable levels of responsibility.
- 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 from initiating due process or complaint procedures.
  - (1) Case Manager: The first attempt at conflict resolution shall consist of the case manager/service coordinator involved in the situation resolving the conflict.
  - (2) Interagency Dispute Resolution Conference (IDRC): Conflicts which cannot be resolved 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 2 (above) shall be referred to TCRC's Director of Services and Supports (or his/her designee) and to the SELPA Executive Director (or his/her designee) for resolution.
  - (4) Those issues which cannot be resolved through the Step 3 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, the services currently being provided shall continue.

## Section III: Implementation Practices

### 1. Assessment for Students

TCRC and the SELPA member LEAs provide comprehensive assessment of student/strengths and needs. Each agency agrees to:

- A. Assess referred students according to respective agency's 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. Development and Implementation of IEP/IPP/ITP

TCRC and SELPA agree collaboration is critical to successful planning. Whenever possible, and with permission of the parent, TCRC and the LEAs will plan for a student's/program collaboratively. Accordingly, both agencies agree for mutual students they will:

- A. Support the alignment 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.
- C. Discuss areas of collaboration relevant to IEP/IPP services in order to meet the student's need.
- D. 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 enrolled in public school programs.
- E. Assure the provision of services, either directly or by joint agreements with other providers, as specified in the IEP/IPP/ITP.
- F. Recognize the relationship of the IEP/IPP/ITP for secondary-age students and support the alignment of these plans.
- G. Ensure that the parents/legal representatives are invited and have the opportunity to be involved in the IEP/IPP/ITP planning meetings.
- H. Participate in the alignment of curriculum, services and procedures in order to ensure successful transition from the educational program to adult day services, which may include residential, independent and supported living, or vocational opportunities within the existing budgetary constraints.

## 3. Specialized Equipment

- A. SELPA will:  
Assure provision of assistive technology and/or low incidence equipment as required to benefit from education as specified in the IEP.
- B. TCRC 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 beyond school hours as defined by the IPP, 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 to functioning 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 served toddlers to the Program's funded capacity. The Early Start Program will be responsible for contacting the LEA of residence, the DSEA, 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, DSEA, when appropriate to participate in the toddler's Transition Plan meeting with the family.
- (4) Whenever possible the LEA of residence, DSEA, will take part in transition planning which will include any assessments necessary to determine eligibility for IDEA services under Part B. Based on the assessment information, the LEA of residence, DSEA, 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 special education services based on assessment by school personnel, an IEP will be developed and implemented upon parent consent. It is understood by both agencies that the implementation of the IEP will be based on the LEA instructional school year calendar.

**B. Adult Services (ages 16-22)**

Both agencies recognize collaboration is necessary in order to plan effectively for students served by TCRC and recognize the relationship of the IEP/ITP and IPP for secondary age students, and support the alignment of these plans.

SELPA will:

- (1) Transition services: Beginning not later than the first IEP to be in effect when the child turns 16, or younger if determined appropriate by the IEP team.
- (2) Beginning at age 16, and updated annually, a statement of transition support needs of the student shall be included under applicable components of the student's IEP that focuses on the course of study including, whenever appropriate, a statement of interagency responsibilities or any needed linkages. Activities may include;
  - (a) Conducting activities to increase student and family awareness of post-secondary opportunities (e.g., adult services, employment opportunities, living options, training and education).
  - (b) Collaborating to identify and develop services that would support meaningful work and an adult lifestyle.
- (3) Notify the parents or adult students (if not conserved) that they may invite TCRC to attend the IEP to discuss transition needs and services.
- (4) Collaborate with TCRC and other agencies to conduct an annual transition fair to increase community awareness and improve access to services.

TCRC will:

- (1) Beginning at age 14, discuss with the family personal choices and goals for the future and upon exit from the K-12 public education system.
- (2) Attend IEP meetings when possible for students where transition supports and services will be discussed. If unable to attend IEP, TCRC agrees to provide input via alternate means (i.e. email, teleconference, or submission of written materials).
- (3) Assist families and students to make informed decisions about adult services by providing information and resources.
- (4) Assist the family and students in visiting post-secondary transition programs to help prepare for potential transition to adult programs.
- (5) For students in the last year of public school, TCRC will coordinate with school staff, families, and students to assist the students in making the transition to potential needed services (i.e. visits, tours).

## Secondary Options for 18 to 22 year olds

SELPA and TCRC each agrees to the following provisions for students:

Student Award	Criteria for Award	SELPA/LEA Responsibilities	TCRC Responsibilities
1. Regular Diploma	<ul style="list-style-type: none"> <li>Completed district/LEA's Board approved prescribed course of study</li> <li>Passes Algebra 1 unless otherwise exempt or granted waiver</li> </ul>	<ul style="list-style-type: none"> <li>Invite TCRC and other applicable agencies to IEPs w/student (parent/guardian if conserved) permission; schedule IEP at a mutually agreeable time. Develop a transition plan beginning no later than age 16</li> <li>Provide student prior written notice they will be exiting K-12 education</li> <li>Provide student or parent/guardian if conserved Exit Summary</li> </ul> <p>Student is not yet 22 and indicates they want to continue in K-12 public education:</p> <ul style="list-style-type: none"> <li>Consult with parent/guardian and student to determine course of study plan and future exit plan annually</li> <li>Potentially contract with TCRC vendor for adult services</li> </ul>	<ul style="list-style-type: none"> <li>Attend IEPs or provide written input</li> <li>Consult w/student (parent/guardian if conserved) to determine potential IPP * adult day/independent living services needed</li> </ul> <p>Student is not yet 22 and indicates they want to continue in K-12 public education:</p> <ul style="list-style-type: none"> <li>Attend IEPs or provide written input</li> <li>No **adult day/independent living services will be provided with TCRC funding</li> </ul>
2. Alternative Diploma Pathway for individuals entering the 9 <sup>th</sup> grade in the 22-23 school year or later*	<ul style="list-style-type: none"> <li>Completed district/LEA's Board approved prescribed course of study</li> <li>Passes Algebra 1 unless otherwise exempt or granted a waiver</li> </ul>	<p>Student is not yet 22 and indicates they want to continue in K-12 public education:</p> <ul style="list-style-type: none"> <li>Invite TCRC and other applicable agencies to IEPs (w/parent/guardian permission if under age 18 or conserved); schedule IEP at a mutually agreeable time</li> <li>Develop a transition plan beginning no later than age 16</li> <li>Provide student or parent/guardian if conserved Exit Summary</li> </ul>	<p>Student is not yet 22 and indicates they want to continue in K-12 public education:</p> <ul style="list-style-type: none"> <li>Attend IEPs or provide written input</li> <li>No **adult day/independent living services will be provided with TCRC funding</li> <li>Inform student of right to return to K-12 public education system up to age 22</li> </ul>
3. Certificate of Completion	<ul style="list-style-type: none"> <li>Completed district/LEA Board approved prescribed alternate course of study</li> <li>Met IEP goals during high school, or</li> <li>Satisfactorily attended high school and participated in the instruction prescribed in IEP, and has met transition objectives</li> </ul>	<p>Student is not yet 22 and indicates they want to exit K-12 public education:</p> <ul style="list-style-type: none"> <li>Invite TCRC and other applicable agencies to IEPs (w/parent/guardian permission if under age 18 or conserved); schedule IEP at a mutually agreeable time</li> <li>Develop a transition plan beginning no later than age 16</li> <li>Notify student in writing of right to return to K-12 public education to access IEP</li> </ul>	<p>Student is not yet 22 and indicates they want to exit K-12 public education:</p> <ul style="list-style-type: none"> <li>Attend IEPs or provide written input</li> <li>No **adult day/independent living services will be provided with TCRC funding</li> <li>Inform student of right to return to K-12 public education system up to age 22</li> </ul>
4. Voluntary Exit from K-12 Education (prior to turning age 22)	<ul style="list-style-type: none"> <li>Student voluntarily chose to exit K-12 public education system prior to 22<sup>nd</sup> birthday or receipt of a diploma or certificate of completion</li> </ul>	<ul style="list-style-type: none"> <li>Invite TCRC and other applicable agencies to IEPs (w/parent/guardian permission if under age 18 or conserved)</li> <li>Develop a transition plan beginning no later than age 16</li> <li>Notify student in writing of right to return to K-12 public education to access IEP</li> </ul>	<ul style="list-style-type: none"> <li>Inform student (parent/guardian if conserved) in writing that student may not access TCRC funded **adult day/independent living services until their 22<sup>nd</sup> birthday</li> <li>Inform student (parent/guardian if conserved) of right to return to K-12 public education system up to age 22</li> </ul>
5. Student turns age ***22	<ul style="list-style-type: none"> <li>Student must exit K-12 public education whether or not they have earned a Certificate of Completion</li> </ul>	<ul style="list-style-type: none"> <li>Invite TCRC and other applicable agencies to IEP (w/student or parent/guardian permission if conserved); schedule IEP at a mutually agreeable time</li> <li>Provide student or parent/guardian if conserved Exit Summary</li> </ul>	<ul style="list-style-type: none"> <li>Attend IEPs or provide written input</li> <li>Consult w/student (parent/guardian if conserved) to determine potential IPP *adult day/independent living services needed</li> </ul>

\* Ed Code 51225.31 included in AB 181 (21/22 Education Omnibus Budget Trailer Bill) went into effect June 30, 2022

\*\*TCRC funded Adult day services include: day program, vocational education, work services, independent living program, or mobility training and related transportation services in accordance with 4648.55. An exemption may be granted on an individual basis in extraordinary circumstances to permit purchase of a service. This will be determined through the IPP process and shall be based on a determination that the generic service is not appropriate to meet the person's need.

\*\*\* Students born in January through June may finish out the fiscal school year (July 1 to end of the district/LEA's current school year) and any extended school year program. Students born in September may not start a new fiscal year (beginning July 1 of the current school year), but, if they are on a year-round school program and are completing their IEPs in a term that extends into the new fiscal year, they may complete that term or semester.

W & I Code 4648.55 / Ed Code 56391 / Ed Code 56026 /34 CFR 300.320(b)

## 6. Out-Of-Home/Non-Public School Placement

### A. SELPA will:

- (1) Provide, as requested, educational staff to participate in student's out-of-home placement planning meeting.
- (2) Communicate with the 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 within San Luis Obispo County and/or assist TCRC in contacting the SELPA director or designee within the local plan area where the student is to live.

### B. TCRC will:

- (1) Provide support services as specified in the IPP to maintain the student in his/her family home or community placement.
- (2) With parental consent, invite appropriate educational staff to the student's out-of-home placement planning meeting.
- (3) Make every effort to place the student within the geographic boundaries of the school district currently providing the special education services or within adjacent districts.
- (4) When proposing to relocate students, 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 a student 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/SELPA where the student is being referred of the impending discharge and relocation.
- (7) As part of the written notification, indicate the identity of the person responsible for representing interests of the student for educational and related services, and other relevant information about the student that will be useful in implementing the student'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.

#### **Section IV: Student Protections**

##### **1. Students'/Parents' Rights and Procedural Safeguards**

TCRC and SELPA agree to:

- A. Maintain a collaborative advocacy role for students/parents.
- B. Explain to students/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 activities related to students'/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 requested by the appropriate LEA and appointed by the SELPA when no parent can be identified; or after reasonable effort, the whereabouts of a parent cannot be discovered; or the student 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.
- B. A surrogate parent shall not be appointed for a student who has reached the age of majority unless the student 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 is moved from the home of 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's parent and shall have the rights relative to the student's education that a parent has and may represent the student 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. 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 (CCS). 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 (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 a student 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.
- 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 a student with special needs may designate another adult to represent the interest of the student for educational and related services. While the parent of a student 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 whose parents retain the legal right to make educational decisions for their student.

#### 4. Foster Parents

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

#### 5. Court Designated

Both agencies agree that if the court has removed educational rights of a parent, the designee appointed by the court will be recognized as having decision making rights concerning the student'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.



**Amber Gallagher, Ed.D.**  
**Executive Director**  
**San Luis Obispo County SELPA**

*12/15/2023*

**Date**

DocuSigned by:



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

12/19/2023

**Date**