

Sonoma County Charter Special Education Local Plan Area (SELPA)
Guidelines for Independent Educational Evaluation (IEE)

Legal Authority:

Individuals with Disabilities Education Act: Section 300.502 Independent Educational Evaluation. (20 U.S.C. 1415 (b)(1) and (d)(2)(A); California Education Code Section 56329. Parents of a student with a disability have the right to obtain an independent educational evaluation subject to the provisions of federal and state law. Parents have the right to an independent evaluation at public expense if they disagree with an evaluation completed by the Charter School Local Educational Agency (“Charter LEA”). Parents may request one independent educational evaluation in response to each evaluation completed by the Charter LEA within the last two years. The Charter LEA may request clarification from the parent regarding which evaluation(s) are in dispute. The term “Evaluation” includes any individual assessment of a child that results in a report that is used by the IEP team to determine eligibility and services.

“Independent Educational Evaluation” (IEE) means an evaluation conducted by a qualified examiner who is not employed by the Charter LEA.

“Public expense” means that the Charter LEA either pays for the cost (in accordance with cost limits described herein) of the evaluation or evaluation components or ensures that the evaluation or evaluation components are otherwise provided at no cost to the parent.

If a parent requests an IEE at the Charter LEA’s expense, the Charter LEA must document the request, and may ask, but cannot require that a parent provide a statement in writing regarding reasons for disagreement. Whether or not parents provide reasons in writing, the Charter LEA must respond to the request without delay. The Charter LEA may offer to conduct another evaluation of its own with parent consent (see “Option 1”) (This is not an IEE). If the parent agrees to another Charter LEA evaluation in lieu of an IEE, the parent’s agreement to withdraw the request should be documented. The Charter LEA should ask them to revoke their request for an IEE in writing or ask them to sign that they agreed to the withdrawal. If the parent does not agree to another Charter LEA evaluation, the Charter LEA must respond to the parent’s request by either:

1. Initiating a Due Process hearing to show that the Charter LEA’s evaluation is appropriate, (See “Option 2”), or
- 2.. Arranging an IEE to be provided at public expense (See “Option 3”).

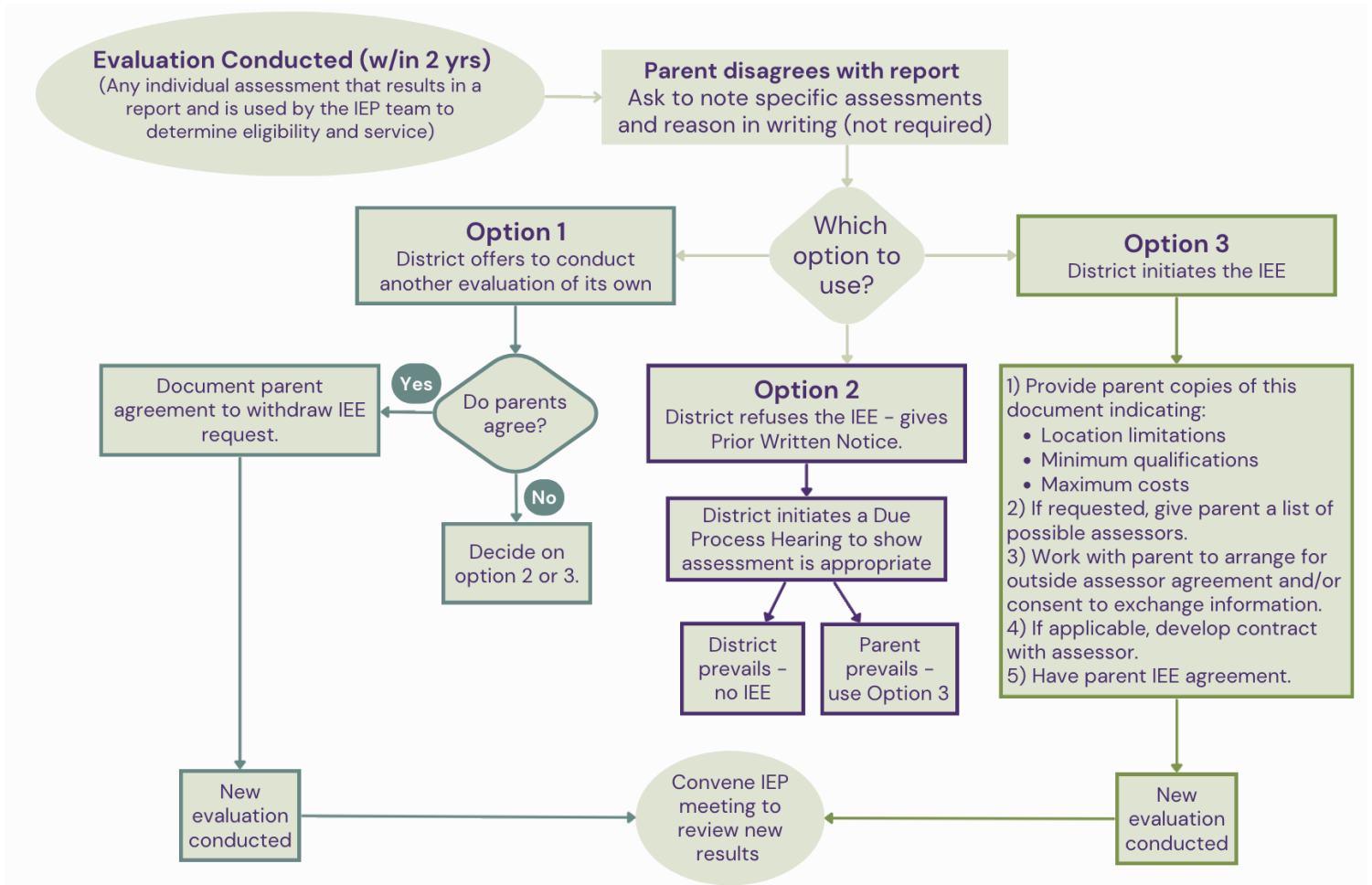
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The Charter LEA must not unreasonably delay taking action to the parent request, and must give a copy of the Parent/Adult Student Rights (full version) to parents as soon as possible. The Charter LEA must document all contacts with parents to confirm no undue delays. If the Charter LEA initiates a hearing and the final decision is that the Charter LEA's evaluation is appropriate, the parents still have the right to an IEE, but not at public expense. If a Hearing Officer orders an IEE as part of a hearing, the cost of the evaluation will be at the Charter LEA's expense. (See "Option 3")

Option 1	<p>Another assessor within your Charter LEA.</p> <p>If Charter LEA and parent agree to this option, the parents must put in writing that they agree to revoke their request for an IEE. However, parents retain the right to dispute the prior assessment and seek an IEE at a later time.</p>
Option 2	<p>Initiate a hearing to show the Charter LEA's Evaluation is Appropriate.</p> <p>If you decide to decline the IEE request and defend the appropriateness of the Charter LEA Evaluation, complete a "Prior Written Notice to Parent of Action" form indicating that you are refusing to pay for an IEE, the reasons why and factors you considered. Next, file a "Notice of Due Process Complaint" with the Office of Administrative Hearings.</p>
Option 3	<p>Arranging for an IEE at Public Expense.</p> <ol style="list-style-type: none"> 1. Administrator provides parent with a copy of the IEE informational packet (Appendix B of these Guidelines) 2. Charter LEA offers parent a list of possible assessors, if available, as maintained by the SELPA. 3. Parent may select an outside assessor who meets the requirements for location and qualifications, and maximum cost listed in Appendix B. Costs above the maximum allowable amounts will not be approved unless the parent can demonstrate that unique circumstances justify going above the cost listed in Appendix B. 4. Parent/Charter LEA should utilize Agreement for IEE form with consent for exchange of information (Appendix C) and/or parent will be required to sign a release of information authorizing communication with the IEE provider. Charter LEA may refuse to pay for an IEE if parent refuses to sign consent to exchange information. 5. The Assessment Plan Form in SEIS should not be used, as those assessment timelines and requirement do not apply. 6. Assessment is conducted. If assessment will include observation, give copy of "Guidelines for Observations by Independent Education Assessors" to the Assessor. Copy of report is forwarded to Charter LEA and parent. 7. IEP Team reconvenes to discuss and consider the new Assessment Report. IEE Assessor may attend IEP meeting to review the report and to address any questions from IEP team members.

APPENDIX A

IEE Flowchart



APPENDIX B

Information Packet for Parents Requesting an Independent Educational Evaluation (IEE) at Public Expense

Please read this entire document before obtaining or paying for an IEE. Your right to reimbursement may be limited.

The Sonoma County Charter Special Education Local Plan Area ("SELPA") has developed this policy and the corresponding procedures and criteria which govern independent educational evaluations ("IEEs") in accordance with federal and state special education law. (See 20 U.S.C. § 1415; 34 C.F.R. § 300.502; California Education Code §§ 56506(c) and 56329(b).) Parents¹ should read this entire document carefully. The policies, procedures, and criteria are intended to be read in conjunction with one another as one comprehensive document. Parents who need additional information about IEEs should contact the school Charter LEA from which they are requesting an IEE ("Charter LEA"). Before obtaining an IEE, parents should contact the Charter LEA to discuss their questions and options. If questions are not resolved by the Charter LEA, parents may contact the SELPA for additional clarification or assistance in communicating with the Charter LEA. Note that the Charter LEA will not automatically reimburse parents who unilaterally obtain IEEs. Please review this document for further information about a parent's right to obtain IEEs at public expense.

¹ Parent means any of the following: (1) a biological or adoptive parent of a child; (2) a foster parent if the authority of the biological or adoptive parents to make educational decisions on the child's behalf specifically has been limited by court order in accordance with Section 300.30(b)(1) or (2) of Title 34 of the Code of Federal Regulations; (3) a guardian generally authorized to act as the child's parent, or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Sections 361 and 726 of the California Welfare and Institutions Code; (4) an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative, with whom the child lives, or an individual who is legally responsible for the child's welfare; (5) a surrogate parent who has been appointed pursuant to Section 7579.5 or 7579.6 of the California Government Code, and in accordance with Section 300.519 of Title 34 of the Code of Federal Regulations and Section 1439(a)(5) of Title 20 of the United States Code. The biological or adoptive parent, when attempting to act as the parent when more than one party is qualified to act as a parent, shall be presumed to be the parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child. If a judicial decree or order identifies a specific person or persons to act as the "parent" of a child or to make educational decisions on behalf of a child, then that person or persons shall be determined to be the "parent." Parent does not include the state or any political subdivision of government. Parent does not include a nonpublic, nonsectarian school or agency under contract with a local educational agency for the provision of special education or designated instruction and services for a child.

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Definitions

Independent educational evaluation (IEE) means an evaluation conducted by a qualified evaluator who is not employed by the Charter LEA.

Public expense means that the school Charter LEA either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent.

Qualified Examiner is an evaluator who is competent to perform the evaluations through criteria established by the LEA in accordance with Education Code, Section 56322.

IEE Requests

Parents have the right to an IEE at public expense if they disagree with an evaluation completed by the Charter LEA. Parents may only request one publicly-funded IEE for each evaluation completed by the Charter LEA With which they disagree. The request for an IEE must be received within less than two years' time from the date of the Charter LEA's evaluation. If the request for an IEE is received one year or more from the date of completion of the Charter LEA's evaluation, or if conditions warrant, the Charter LEA may ask to complete a reevaluation in addition to responding to the parent's request for an IEE.

To initiate an IEE request, a parent must indicate in writing to the Charter LEA, or communicate the request to Charter LEA personnel in some other manner (e.g. during an individualized education program ("IEP") team meeting) that the parent:

1. Disagrees with a Charter LEA evaluation; and
2. Requests an IEE at public expense.

The Charter LEA may ask for the parent's reason(s) for disagreeing with the Charter LEA's evaluation. However, the Charter LEA may not require the parent to provide an explanation regarding his or her disagreement, and may not unnecessarily delay either providing the IEE at public expense or initiating a due process hearing to defend its evaluation because the parent has not provided such an explanation.

Responding to an IEE Request

Once the parent communicates his or her disagreement with the Charter LEA's evaluation and requests an IEE at public expense, either in writing or at an IEP team meeting, Charter LEA staff will notify the Charter LEA Administrator responsible for special education. The Charter LEA will provide the parent with a copy of this IEE guidelines and a copy of the Charter LEA's notice of parental rights and procedural safeguards. The Charter LEA will, without unnecessary delay, proceed with providing an IEE at public expense unless the Charter LEA initiates a due process hearing on the appropriateness of its assessment.

If the Charter LEA determines that it will initiate a due process hearing to establish the appropriateness of its evaluation, the Charter LEA will notify the parent of such decision in writing prior to filing a due process hearing complaint. This written notice shall include all of the

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elements of prior written notice as required by section 300.503(b) of Title 34 of the Code of Federal Regulations.

If the Charter LEA agrees to provide an IEE at public expense, the Charter LEA will work collaboratively with the parent, at parent request, to identify potential IEE evaluator(s). The parent will be provided with two or more options for potential evaluators and how these evaluators may be contacted. The list is not intended to be exhaustive and is not intended to limit a parent's options in obtaining an IEE from other qualified professionals who meet the agency criteria outlined in this policy. Alternatively, parent may provide, in writing, his or her preferred evaluator(s). Charter LEA and parent may utilize the Agreement for Independent Education Evaluation form and/or parent will be required to sign a release and exchange of information authorizing the Charter LEA to communicate directly with the parent's chosen independent evaluator.

The completed assessment must comply with the location limitations for the evaluation, the minimum qualifications for the examiner, cost limitations, and use of approved instruments.

Independent educational evaluators will be requested to write reports focusing on the "unique needs" of the child, and, if appropriate, the types of special education programs and services recommended to address the "unique needs". Independent education evaluators will be requested to not identify specific providers of special education programs and services as to avoid any possible conflict of interest situations. Evaluators must be knowledgeable of and agree to comply with all provisions of the Federal Code of Regulations (IDEA) and California Code of Regulations governing special education, to include criteria required to make recommendations for eligibility.

The Charter LEA may directly contract with the independent evaluator for the IEE. Alternatively, the Charter LEA may issue payment to the independent evaluator for the costs of the IEE following its receipt of the items listed in Section IV, Charter LEA Payment of IEE Costs, below.

If the Charter LEA initiates a due process hearing and the hearing officer issues a final decision finding that the Charter LEA's evaluation is appropriate, the parent will still have the right to obtain an IEE, but not at the Charter LEA's expense.

If a hearing officer orders an IEE as part of a due process hearing decision, the costs of the IEE must be at Charter LEA's expense.

If the parent obtains an IEE at private expense or through an agency other than the Charter LEA and shares the IEE with the Charter LEA, the results of the IEE:

1. Must be considered by the Charter LEA, if the evaluation meets the agency criteria set forth in Section III below, in any decision made with respect to the provision of a free appropriate public education ("FAPE") to the student; and

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2. May be presented as evidence at a due process hearing or other proceeding regarding the student.

Timeline regarding completion of independent educational evaluations

After the parent signs an agreement for completion of an IEE, the LEA will execute a contract with the examiner. If the selected evaluator indicates that s/he cannot complete the evaluation and provide the written report within 60 days of receipt of the parent's signed consent for the IEE, the LEA will inform the parent and request agreement to either extend the assessment timeline or select another assessor.

Agency Criteria:

The criteria under which an IEE is obtained at public expense, including the location limitations for the evaluation, minimum qualifications of the evaluator, cost limitations, and use of approved instruments must be the same as the criteria that the Charter LEA uses when it initiates its own evaluation of the student.

Parents shall have the opportunity to demonstrate that unique circumstances justify a waiver of any of the criteria noted below.

Parents have the right to select the assessor; however, the Charter LEA shall enforce the Charter LEA and/or SELPA's IEE guidelines, including independent contractor requirements which include the provision of appropriate paperwork, carrying appropriate insurance, and complying with fingerprint regulations that must be satisfied by the assessor you choose, and the reasonable cost containment set forth in the IEE procedures and applicable federal and state law.

Please be advised that, prior to the start of the assessment, parents are required to sign a release and exchange of information between the assessor(s) and the Charter LEA, and follow Charter LEA contractor requirements to clear the assessor for work.

Location Limitations for Evaluators:

Evaluators must be located within the same region as the Charter LEA. Evaluators outside of this area will be approved only on an exceptional basis, provided the parent can demonstrate the necessity of using personnel outside the specified area. Any expenses beyond the evaluation and attendance of the evaluator at the subsequent IEP team meeting at which the IEE is considered (e.g., food, lodging, transportation, etc.) will not be covered by the Charter LEA in the cost of the IEE.

Minimum Qualifications of Independent Evaluators:

Independent evaluators must have the following minimum credentials. All licenses and credentials must be issued by the appropriate agency or board with the State of California. See table below.

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Academic Achievement	Credentialed Education Specialist Credentialed School Psychologist Licensed Educational Psychologist
Adaptive Behavior	Credentialed Education Specialist Credentialed School Psychologist Licensed Educational Psychologist
Adapted Physical Education	Credentialed Adapted PE Teacher
Assistive Technology	Credentialed or Licensed Speech/Language Pathologist; Credentialed Assistive Technology Specialist; or Credentialed Education Specialist
Auditory Acuity	Licensed Educational Audiologist Licensed or Credentialed Speech/Language Pathologist
Auditory Perception/Auditory Processing	Licensed or Credentialed Speech/Language Pathologist; Credentialed School Psychologist Licensed Educational Psychologist
Functional Behavior Assessment	Credentialed School Psychologist; Licensed Educational Psychologist; Board Certified Behavior Analyst
Cognitive	Licensed Educational Psychologist Credentialed School Psychologist
Health (including Neurological)	Licensed Physician Licensed Registered Nurse
Motor	Licensed Physical Therapist; Licensed Occupational Therapist; Credentialed Teacher of Students with Orthopedic Impairments Credentialed Adaptive PE Teacher
Occupational Therapy	Licensed Occupational Therapist
Physical Therapy	Licensed Physical Therapist
Speech and Language	Credentialed or Licensed Speech/Language Pathologist
Social/Emotional	Credentialed School Psychologist; Licensed Educational Psychologist Licensed Clinical Social Worker Licensed Marriage and Family Therapist
Visual Acuity/Developmental Vision	Licensed Ophthalmologist; Licensed Optometrist Credentialed Education Specialist of the Students with Visual Impairments
Functional Vision	Credentialed Education Specialist of the Students with Visual Impairments

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Vision Perception/Visual Processing/Visual- Motor Integration	Credentialed Education Specialist Credentialed School Psychologist Licensed Educational Psychologist
Orientation and Mobility	Credentialed Education Specialist of Students with Visual Impairments
Transition to Adult Life	Credentialed Education Specialist

The parent may request a list of suggested IEE assessors who meet the agency criteria, but the parent is not required to select from the list provided. Contact the Sonoma County Charter SELPA for this list.

In-Class Observations:

If the Charter LEA observed the student in a setting other than the test setting as part of the evaluation with which the parent disagrees, or if the Charter LEA's evaluation procedures make it permissible to have in-class observations of a student, the independent evaluator shall receive an equivalent opportunity to observe the student in his or her current educational placement and setting and to observe the Charter LEA's proposed educational setting, if any. This opportunity shall also be provided regardless of whether the IEE is initiated before or after the filing of a due process hearing proceeding.

The Charter LEA shall define the nature and scope of an independent evaluator's in-class observations consistent with the evaluator's right to an equivalent opportunity to observe, but also consistent with the Charter LEA's obligations to prevent unnecessary disruption in the class and to protect the privacy interests of other students. These obligations may include, but are not limited to:

1. Specifying the time constraints of the observation;
2. Identifying Charter LEA personnel who will be present during the observation; and
3. Imposing restrictions on interactions with the student, teacher, and/or classroom staff.

Cost Limitations:

The cost of an IEE shall be comparable to those costs that the Charter LEA incurs when it uses its own employees or contractors to perform a similar evaluation. Such costs include:

1. Observations;
2. Administration and scoring of tests;
3. Report writing; and
4. Attendance in person or by phone at an IEP team meeting.

Thresholds for Reasonable Maximum Cost for IEEs were developed considering reasonable maximum costs from neighboring school LEAs and counties, as well as costs supplied from independent evaluators in the Local region. The costs that were given were compared and

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outliers were removed to develop a maximum cost for each area of assessment considered. The data points considered are reflected as valid resources to consider when developing cost Criteria. During the development of these thresholds, the developer was mindful that a parent must be able to choose from a qualified professional in the area and considered that parents may want to use an evaluator that exceeds developed cost criteria. In such a situation, the LEA will give the parent the opportunity to demonstrate unique circumstances of the student that justify the selection of an evaluator with higher fees. The LEA will then consider whether to fund the entire cost of the IEE and respond without unreasonable delay. If unique circumstances do not exist, the LEA must file for hearing and demonstrate that the evaluation obtained by the parent did not meet the public agency criteria for IEE's or pay the entire cost of the IEE.

Sonoma County Charter SELPA may maintain a list of assessors who satisfy the criteria for conducting individual evaluations in some areas. This lists are not exhaustive and does not include all of the assessors in the area who meet the SELPA's criteria for performing assessments.

Sonoma County Charter SELPA will conduct regular and ongoing inquiries as to assessors that meet developed criteria, assessor's fees for evaluations and solicit the opinion as to what constitutes a reasonable fee for a particular assessment.

The following reasonable cost guidelines may be used when identifying an IEE assessor:

Type of Assessment	Reasonable Maximum Cost Per Region					
	North Bay	East Bay	South Bay	Greater Sacramento	Central	Southern California
Psychoeducational	\$5500	\$5400	\$6000	\$4700	\$5200	\$3500*
Speech & Language						

Costs include assessment, report writing and IEP participation.

Charter LEA Payment of IEE Costs:

The Charter LEA will issue payment to the independent evaluator for the costs of the IEE following the Charter LEA's receipt of:

1. A written IEE assessment report prepared by the independent evaluator;
2. A copy of any and all assessment protocols utilized to conduct the IEE; and
3. Detailed invoice(s), including dates of assessment and observation and hourly rates.

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Insurance Coverage:

When insurance will cover all, or a portion of, the costs of the IEE, the Charter LEA will request that parents voluntarily ask their insurance carrier to pay the costs of the IEE covered by their insurance policy. However, the Charter LEA will not ask parents to have their insurance carrier cover the costs of the IEE if it will result in a financial cost to the parents 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, unless the parent is willing to have the Charter LEA provide reimbursement for the amount of the deductible.

The IEP team will consider the results of the IEE, whether obtained at public or private expense, when making a determination regarding the student's eligibility for special education and related services, educational placement, and other components of the student's educational program, as required by federal and California special education laws and regulations. However, the results of an IEE will not control the Charter LEA's determinations and may not be considered if not completed by a qualified professional, as determined by the Charter LEA.

APPENDIX C

Independent Educational Evaluation Service Agreement

This INDEPENDENT EDUCATIONAL EVALUATION SERVICE AGREEMENT (“Agreement”) is entered into by and between _____, a local educational agency (the “LEA”), and _____ (“Independent Evaluator”) as of _____ (date).

WHEREAS, the LEA is in need of an Independent Education Evaluation (“IEE”) as defined by 34 C.F.R. § 300.502;

WHEREAS, such services are made available at no cost to parents from public agencies;

WHEREAS, Independent Evaluator is specially trained, experienced, and competent to provide the special services required; and

WHEREAS, such services are needed on a limited basis; NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES:

Independent Evaluator shall provide the following services:

Services shall be delivered at LEA sites such as schools and administrative facilities, unless otherwise agreed in writing by the LEA and Independent Evaluator.

2. TERM OF AGREEMENT

The Independent Evaluator will commence providing services under this Agreement on _____ (date), and will diligently perform as required and complete performance by _____ (date). Independent Evaluator shall be under the control of the LEA as to the result to be accomplished but not as to the means or manner by which such result is to be accomplished. Accordingly, the Agreement is by and between two independent agencies and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. The Independent Evaluator understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law, for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

3. QUALIFICATIONS

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The Independent Evaluator warrants that it is qualified to perform the services under this Agreement, and that it meets all minimum qualification standards imposed by law or by any of the following entities: the LEA, the California Department of Education, the County Office of Education, or the special education local plan area.

Independent Evaluator shall at all times enforce strict discipline and good order among his/her employees and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of Independent Evaluation whom the LEA may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent of the LEA. All employees of Independent Evaluator who will be in individual contact with students must have a valid fingerprint and background check completed prior to undertaking responsibilities.

Independent Evaluator further understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law, for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

The Independent Evaluator and all of its employees, agents, and sub-contractors shall secure and maintain in force, at Independent Evaluator's sole cost and expense, such licenses and permits as required by law, in connection with the furnishing of services, materials, or supplies herein listed.

4. PUPIL INFORMATION

The LEA will prepare and furnish to the Independent Evaluator, upon request, such information as is reasonably necessary to the performance of the Independent Evaluator under this Agreement.

As an independent evaluator performing services for the LEA, Independent Evaluator understands that he or she has been or may be granted access to student records which contain individually identifiable information which is protected by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Independent Evaluator hereby agrees, in accordance with the provisions of FERPA, to preserve the confidentiality of any and all student records that he or she views or has access to during the course of the working relationship with the LEA.

Independent Evaluator understands that access to student records is granted solely on the need to fulfill his or her contractual responsibilities and that he or she will not copy, store, disclose or otherwise use such information except in the fulfillment of these responsibilities.

Independent Evaluator acknowledges that he or she fully understands that the intentional disclosure of this information to any unauthorized person could subject Independent Evaluator to criminal and civil penalties imposed by law. Independent Evaluator further acknowledges that such willful or unauthorized disclosure also violates LEA policy and could constitute cause for

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termination of the relationship with the LEA, regardless of whether criminal or civil penalties are imposed.

5. STATUTORY/LEGAL COMPLIANCE

Independent Evaluator shall perform its IEE in accordance with the requirements of California Education Code § 56320, and any assessment or evaluation report prepared by the Independent Evaluator shall conform to the requirements of California Education Code § 56327. These statutes are fully incorporated into the Agreement by this reference and made a part hereof. In addition to any other laws specified in this Agreement, Independent Evaluator shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to those laws pertaining to workers' compensation.

6. WRITTEN REPORT

As part of the contracted evaluation, Independent Evaluator shall release their assessment information including protocols and results directly to the LEA prior to the receipt of payment for services. Upon request, the report containing all necessary assessment and eligibility sections shall be provided to the LEA five (5) days prior to the date of the IEP meeting. The LEA shall receive the report no later than the same date Student's family receives the report. The results of the independent evaluation will be considered in making educational decisions as required by applicable law.

7. PAYMENT

Independent Evaluator shall submit an invoice including dates of assessment, observation(s), and hourly rates to LEA upon completion of the evaluation. LEA shall pay the Independent Evaluator _____ per hour, not to exceed _____ in total for services provided pursuant to this Agreement. Payment shall be made upon receipt of the written report provided pursuant to the terms of this Agreement in accordance with the LEA's normal billing cycles.

8. TERMINATION OF AGREEMENT

This Agreement shall terminate on the last day of service as provided above except:

- a. LEA may terminate at any time if Independent Evaluator does not perform, or refuses to perform according to this Agreement.
- b. LEA may terminate services of Independent Evaluator at any time if, in the professional judgment of the LEA representative named herein, Independent Evaluator's performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet LEA's requirements.
- c. In the event of early termination, Independent Evaluator shall be paid for all work or services performed to the date of termination together with an amount of approved expenses due and owing.
- d. Written notice by LEA shall be sufficient to cease further performance of services by Independent Evaluator. The notice shall be deemed given when received by Independent Evaluator or not later than three days after the date of mailing, whichever is sooner.

9. HOLD HARMLESS AGREEMENT

Independent Evaluator agrees to and shall defend, hold harmless and indemnify LEA, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- a. Liability for damages for death or injury to person or property, or any other loss, damage or expense sustained by the Independent Evaluator or any person, firm or corporation employed by the Independent Evaluator upon or in connection with the services called for in this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the LEA, its officers, employees, or agents.
- b. Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the LEA, arising out of, or in any way connected with the services covered by this Agreement, regardless of the location where the injury was suffered, except for liability for damages which result from the sole negligence or willful misconduct of the LEA, its officers, employees, or agents.

The foregoing defense and indemnity obligations shall survive the termination of the Agreement. At all times when this Agreement is in effect, the Independent Evaluator, at Independent Evaluator's sole expense, shall maintain in full force and effect a policy of comprehensive general liability insurance.

10. ASSIGNMENT OF AGREEMENT

Independent evaluator shall not assign nor transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations under this Agreement without prior written consent of the LEA. Any assignment not approved in writing is void. To the extent the parties agree to an assignment or subcontract, such subcontracts or assignments may be entered into only with providers which possess the required qualifications for performance of an IEE. Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including but not limited to all indemnification provisions.

11. ANTI-DISCRIMINATION

It is the policy of the LEA that in connection with all work performed under agreements, there shall be no discrimination against any employee engaged in the work because of race, religion, ethnic background, or national origin, language, gender, sexual orientation, economic status, physical or developmental disabilities, or other special needs, and therefore the Independent Evaluator agrees to comply with the applicable Federal and California Laws, including but not limited to the California Fair Employment & Housing Act and applicable regulations.

12. INSURANCE

The Independent Evaluator shall not commence work under this Agreement until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted and approved by the LEA. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the

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LEA'S written consent. LEA shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation.

- a. The Independent Evaluator shall procure and shall maintain during the life of this agreement Worker's Compensation Insurance on all of its employees to be engaged in work on the project under this agreement.
- b. The Independent Evaluator shall procure and maintain during the life of this agreement, a policy of Public Liability Insurance in the amount of \$1,000,000 for bodily injury and property damage, which policy shall name LEA an additional insured.

13. EMPLOYEE OF ANOTHER PUBLIC AGENCY

Independent Evaluator, if an employee of another public agency, certifies that Independent Evaluator will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement. While engaging in carrying out other terms and conditions of this Agreement, Independent Evaluator is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the LEA.

14. MODIFICATION

This Agreement may be modified or amended only by a written document signed by authorized representatives of LEA and Independent Evaluator.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

16. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of California with venue in _____ County, California.

17. SEVERABILITY

If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

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Independent
Evaluator

LEA

Signature

Date

Printed Name

Address

City, State, Zip

Phone Number

Federal ID for
Business/Social
Security No. for
Individuals

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Example Cover Letter

(Insert Date)

Dear [insert parent/guardian name],

RE: Independent Educational Evaluation – (Fill in area(s) to be assessed)

Attached is the current Sonoma County Charter SELPA Independent Educational Evaluation Guidelines and Resources for Families, as well as our LEA's list of qualified local independent providers whom meet criteria to perform the requested evaluations. You may also review certified agencies at the California Department of Education's web address listed below. If you click on the advance search option on this page, you can narrow the search by area and disability.

<http://www.cde.ca.gov/sp/se/ds/>

It is not required that you choose an assessor from the provided list, nor those assessors certified by CDE. You have the right to choose the assessor if the assessment is completed by persons competent to perform the assessment as determined by the LEA (California Education Code Section 56322). Please refer to the Independent Educational Evaluation Guidelines and Resources for Families for this information.

Please notify me once you have chosen a qualified provider. If you chose a provider that does not hold credentials meeting minimum qualifications, please include a written explanation that demonstrates the unique circumstances which justify the waiver of provider qualifications for our consideration. Once agreed upon, the assessment will then be initiated, a contract provided to the agency along with authorization to conduct the evaluation. Once you have made your decision, or if you have any questions, please contact me at [insert your phone number].

Also enclosed are a copy of your Procedural Safeguards and a Prior Written Notice stating the proposed action of the LEA.

Thank you,

[Insert your name]

[Title]

Enc: Sonoma County Charter SELPA IEE Guidelines and Resources, Local Independent Provider List, Procedural Safeguards, Prior Written Notice