



YOLO COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

NOTIFICATION OF SURROGATE PARENT AUTHORIZATION

In accordance with AB 1528 (Chapter 182, Statutes of 1990), and General Regulation Sections 300.514 of the *Code of Federal Regulations*, the Yolo County SELPA shall ensure that the rights of the child are protected.

In compliance,

\_\_\_\_\_  
(Name of Surrogate)

has been appointed and has agreed to act as a surrogate parent for:

\_\_\_\_\_  
(Name of Child)

The appointed surrogate must represent the child in all matters relating to identification, assessment, instructional planning and development, educational placement, review and revision of the individualized education program, and provision of a free and appropriate education for the child.

Surrogate Parent	Address	Phone	Date
SELPA/LEA/Designee	Yolo County SELPA	Phone	Date



YOLO COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

SURROGATE PARENT AGREEMENT

This Surrogate Parent Agreement (“Agreement”) is made and entered into effective the date of \_\_\_\_\_, 20\_\_\_\_ between the Yolo County SELPA and \_\_\_\_\_ (“Surrogate Parent”) with respect to the

following recitals:

- A. Local Educational Agency (LEA) desires to fulfill its obligations to appoint a surrogate parent to represent a special education student to ensure that the student obtains a free and appropriate education under the Individuals with Disabilities Education Act (“IDEA”) and state law.
- B. Surrogate Parent has expressed a desire and willingness to act as the Student’s Surrogate Parent for educational purposes.

**Now, therefore, the parties agree as follows:**

- 1. Appointment – Surrogate Parent agrees to act as the “Parent” and educational Representative for Student in accordance with 34 *Code of Federal Regulation* Section 300.519, California *Education Code* Section 56050, California *Government Code* Section 7579.5 and other applicable provisions of state and federal law.
- 2. Representations – Surrogate Parent represents that he or she has no interest that conflicts with the interest of the Student and that Surrogate Parent is not an employee of any agency involved in the care, custody or education of Student. Surrogate Parent further agrees to act on behalf of Student and to advocate for the education of Student in all ways necessary to ensure that Student receives a free and appropriate public education. Surrogate Parent also agrees to communicate with Student and other appropriate individuals or agencies to the extent necessary to ensure that Student receives a free and appropriate public education. Finally, Surrogate Parent agrees to meet with Student, as appropriate and others and to review Student’s educational records to develop knowledge and understanding of Student’s disability and Student’s individual needs for special education and related services. If at any time, during the term of this Agreement, Surrogate Parent develops an interest which may conflict with the interests of Student, or becomes an employee of an agency involved in the care, custody or education of Student, Surrogate Parent agrees to immediately notify the LEA. Upon verification the LEA shall terminate the agreement.



3. Training – Surrogate Parent acknowledges that Yolo County SELPA has provided training regarding
  - Special Education Content: federal and state laws and regulations, eligibility criteria, placement and service options within the SELPA, community resources.
  - Social Services Content: laws, regulations, policies, options.
  - Probation Content: laws, regulations, policies, options.
  - Surrogate Parent Content: policies, procedures, duties and responsibilities, working and communicating with schools and agency staff, confidentiality, record keeping, site and student visitations, child abuse reporting laws.
  - Student Needs Content: cultural and socio-economic sensitivity, strengths, learning styles, and disability-related needs.
  - Mental Health Content: laws, regulations, policies, options.
  
4. Term – LEA hereby appoints Surrogate Parent for a term of 1 year.
  
5. Termination – Either party may terminate this agreement for any reason upon thirty (30) days written notice to the other party.
  
6. No Assignment - Surrogate Parent agrees that this Agreement shall be a personal contract and shall not be assignable, in whole or in part, in any manner whatsoever.
  
7. Student Records – Surrogate Parent agrees to maintain all records of Student reviewed or maintained by Surrogate Parent in a confidential manner and agrees that, upon the termination of this Agreement, all such records shall be returned to LEA.

Surrogate Parent	Address	Phone	Date
SELPA/Designee	Yolo County SELPA		Date