

# ***GUIDELINES & RESOURCES***



## ***INDEPENDENT EDUCATIONAL EVALUATIONS (IEE)***



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### ***WHAT IS AN INDEPENDENT EDUCATIONAL EVALUATION?***

When a parent/guardian of a child with a disability does not agree with the LEA's evaluation results, the parent/guardian(s) has the right to request an Independent Educational Evaluation (IEE). This means the parents/guardians are requesting that another appropriately credentialed professional, who is not employed by the local education agency (LEA, to conduct an evaluation of their child in the same assessment area. If the parent/guardian's request for an IEE is granted, the IEE shall be paid for by public expense via the LEA.

## **INDEPENDENT EDUCATIONAL EVALUATIONS: EL DORADO CHARTER SELPA PROCEDURAL GUIDELINES**

### **Introduction**

The following guidelines will provide special education administration and staff with an overview of the federal and state laws surrounding Independent Educational Evaluations (IEEs) and recommended best practices when working with parents/guardians and assessors when the LEA has received a request for an IEE.

### **Definitions**

- “Independent Educational Evaluation” means an evaluation conducted by a qualified examiner who is not employed by the responsible LEA.
- An IEE can be conducted in any area previously evaluated, or not, by the LEA.
- “Public expense” means that the LEA either pays for the full cost of the evaluation or ensures that the evaluation or evaluation components are otherwise provided at no cost to the parent/guardian.
- A “parent” is defined as the following:
  - A biological or adoptive parent of a child
  - 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. (CFR 34, 300.30(b)(1) or (2)).
  - 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. (Sections 361 and 726 of the Welfare and Institutions Code)
  - An individual acting in the place of a biological or adoptive parent, including a grandparent, step parent, or other relative, with whom the child lives, or an individual who is legally responsible for the child’s welfare
  - A surrogate parent who has been appointed. (Section 7579.5 or 7579.6 of the Government Code, 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)

### **When May a Parent/Guardian Request an IEE?**

A parent/guardian has the right to obtain an Independent Educational Evaluation (IEE) for their child at their own expense at any time (34 CFR 300.502(a)(1)).

The parent/guardian of a student with a disability, or with an IEP, has the right to obtain an Independent Educational Evaluation at public expense, subject to the provisions of federal and state law, when the parent/guardian disagrees with an assessment obtained by the LEA within the last two years (34 CFR 300.502(b)(1) and (d)(2)(A), California Education Code Sec 56329(b), and (OAH Case No. 2012051153)).

A parent/guardian may request one IEE in response to each area of evaluation completed by the LEA within the last two years.

### **Procedures for Sharing a “Parent-Initiated IEE”**

When a parent/guardian obtains an IEE at private expense, the results of the evaluation, if shared with the LEA:

- Shall be considered by the LEA, if it meets agency criteria, in any decision made with respect to the provision of a Free, Appropriate, Public Education (FAPE) to the student; and
- May be presented as evidence at a due process hearing regarding the child.

### **Responding to a Request for an IEE at Public Expense**

Once a parent/guardian has requested an IEE at public expense, the LEA must provide the parent/guardian with a copy of their Procedural Safeguards, Prior Written Notice (PWN) and either:

- Provide the parent/guardian with the IEE Procedures and Resources for Parents packet (located in the SEIS Document Library) which provides information about where an IEE may be obtained, the agency criteria applicable for IEEs, and expense information (34 CFR 300.502(a)(2)); or
- Initiate a due process hearing to show that LEA’s evaluation is appropriate.

The LEA may request that the parent/guardian explain why s/he objects to the LEA's evaluation or specific areas of evaluation. However, the LEA may not require the parent/guardian to provide an explanation and may not unreasonably delay providing the IEE at public expense.

### **Agency Criteria for Conducting an IEE**

According to federal regulations, the criteria under which the IEE is obtained at public expense, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that the LEA uses when it initiates an evaluation (34 CFR 300.502(e)(1)).

The LEA may not impose conditions or timelines related to obtaining an IEE at public expense (34 CFR 300.502(e)(2)).

### **Location**

It is recommended to locate an evaluator within your county or neighboring counties. Evaluators outside of this area will be approved only on an exceptional basis by the LEA if the parents/guardians or the LEA can demonstrate there is a unique need for a specialized evaluation and that there are no qualified evaluators within the specified area who can appropriately assess their child's educational needs.

The IEE shall be administered by an evaluator in the same type of educational setting as that used by the LEA in providing similar evaluations including, but not limited to, classroom observations (California Education Code Section 56329(c)).

### **Guidelines for Determining Qualifications**

All assessments shall be completed by persons competent to perform the assessment as determined by the LEA (California Education Code Section 56322).

The IEE shall be administered by an evaluator who holds equivalent certifications, licenses, or other qualifications that would be required of the LEA staff to provide similar evaluations.

Independent evaluators shall have the following minimum credentials issued by the appropriate agency or board within the State of California:

Type of Assessment	Minimum Qualifications
Academic Achievement	Credentialed Special Education Teacher Licensed Educational Psychologist (LEP) Pupil Personnel Services Credential
Adaptive Behavior	Licensed Educational Psychologist Pupil Personnel Services Credential
Adaptive Physical Education	Credentialed Adapted Physical Education Specialist
Assistive Technology	Certified Assistive Technology Specialist
Auditory Acuity	Licensed Educational Audiologist Clinical or Rehabilitative Services Credential Language, Speech and Hearing and Audiology Credential
Auditory Perception/Auditory Processing	Language, Speech and Hearing and Audiology Credential Clinical or Rehabilitative Services Credential Education Specialist Instruction Credential: Deaf and Hard-of-Hearing Licensed Educational Psychologist Pupil Personnel Services Credential
Functional Behavioral Assessment	Credentialed Special Education Teacher Pupil Personnel Services Credential Licensed Marriage and Family Therapist Licensed Clinical Social Worker Licensed Educational Psychologist Board Certified Behavior Analyst
Cognitive	Licensed Educational Psychologist Pupil Personnel Services Credential
Health	Licensed Physician Registered Nurse School Nurse Services Credential
Motor	Licensed Physical Therapist Registered Occupational Therapist Adaptive Physical Education Specialist
Occupational Therapy	Licensed Occupational Therapist
Orientation and Mobility	Clinical or Rehabilitative Services Credential Education Specialist Instruction Credential: Physical and Health Impairment
Physical Therapy	Licensed Physical Therapist
Social/Emotional	Licensed Educational Psychologist Licensed Clinical Social Worker (LCSW) Licensed Marriage and Family Therapist Pupil Personnel Services Credential
Speech and Language	Credentialed or Licensed Speech and Language Pathologist
Visual Acuity/Transition/Vocational	Credentialed Special Education Teacher Adult Education Credential with a Career Development Authorization Pupil Personnel Services Credential
Developmental Vision	Licensed Optometrist Licensed Ophthalmologist Education Specialist Instruction Credential: Visual Impairments
Functional Vision	Education Specialist Instruction Credential: Visual Impairments

A parent/guardian shall have the opportunity to demonstrate that unique circumstances justify a waiver of any of the criteria listed above as defined by the LEA.

A parent/guardian may also request a list of suggested IEE evaluators who meet the LEA agency criteria, but the parent/guardian is not required to select from the list provided.

**Conflict of Interest**

The LEA should ensure there is no conflict of interest between the evaluator and service provider, or the evaluator and the family. After completing an IEE, it is not recommended that the independent evaluator or their agency provides the service(s) recommended to the IEP team.

**IEE Cost Determination**

The cost determination for an IEE shall be comparable to the costs incurred by the LEA when it uses its own employees or contractors to complete a similar assessment. Such costs shall include:

- Observations;
- Administration and scoring of assessments;
- Report writing; and
- Attendance in person, or by phone, at the IEP meeting in which the IEE is presented.

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

Type of Assessment	Reasonable Maximum Cost Per Region			
	Sacramento	San Diego	Los Angeles	Bay Area
Assistive Technology	\$800	\$1200	\$1300	\$1000
Auditory Perception/Auditory Processing	\$700	\$700	\$700	\$700
Functional Behavioral Assessment	\$1500	\$3000	\$3000	\$1500
Cognitive/ Full Psycho-Educational (Rate allowed depends on components tested such as academic, adaptive behavior, cognition, social-emotional, etc.)	\$3500	\$6000	\$4500	\$5500
Occupational Therapy	\$800	\$1000	\$1500	\$1000
Physical Therapy	\$700	\$1000	\$1000	\$2000
Speech and Language	\$900	\$1200	\$1500	\$1000
Functional Vision	\$400	\$1000	\$1000	\$1000

A parent/guardian shall have the opportunity to demonstrate that unique circumstances justify a financial waiver of any of the cost determination criteria listed above as defined by the LEA.

**Payment of IEE Costs**

IEE Obtained at Public Expense:

The LEA shall issue payment to the independent evaluator for the cost of conducting the IEE following the LEA's receipt of the following from the assessor:

- A written IEE assessment report prepared by the independent evaluator containing all necessary assessment and eligibility sections. The report shall be received by the LEA and the parent/guardian five days prior to the IEP meeting;
- The original assessment protocols utilized to conduct the IEE shall be provided to the LEA; and
- Detailed invoice(s), including dates of assessment, observation(s), and hourly rates.



#### Unilaterally Obtained IEE at Private Expense:

- A parent/guardian is requested, but is not required, to notify the LEA prior to obtaining a unilateral IEE. Regardless, if a parent/guardian obtains an IEE at private expense, the parent/guardian's request for payment and/or reimbursement shall be received by the LEA within a reasonable time after receipt of the results of the completed IEE.

Once a parent/guardian has requested that a unilaterally obtained IEE be paid for by the LEA, the LEA must provide the parent/guardian with a copy of their Procedural Safeguards and either:

- Initiate a due process hearing to show that the LEA's evaluation is appropriate; or
- Provide the parent/guardian with the El Dorado Charter SELPA IEE Parent Information Packet (SEIS Document Library), which provides information about where an IEE may be obtained, the agency criteria applicable for IEEs, and proceed with consideration of the LEA's obligation to pay for the independent evaluation.

If the LEA proceeds with consideration to pay for the unilaterally obtained IEE, it is recommended that the LEA:

- Review and consider the parent/guardian's request for payment;
- Ensure the request was made within a reasonable time after receipt of the results of the evaluation; and
- Ensure all criteria discussed in this policy are met and the required documents (assessment report, original assessment protocols and invoice(s)) have been received.

#### Evaluations Ordered by Hearing Officer:

- If a hearing officer orders an IEE as part of a hearing, the cost of the evaluation must be at the LEA expense, unless otherwise specified by the Hearing Officer.

#### **Criteria for Accessing Private Insurance**

When private insurance will cover all, or a portion of, the costs of the IEE, the LEA may request that the parent/guardian voluntarily have their insurance pay the costs of the IEE covered by their insurance. However, parents/guardians will not be asked to have private insurance cover the costs of an IEE if the process would result in a financial cost to the parent/guardian including but not limited to:

- A decrease in available lifetime coverage or any other benefit under an insurance policy;
- An increase in premiums or the discontinuance of the policy; or
- An out-of-pocket expense such as payment of a deductible amount incurred in filing a claim.

#### **IEE Assessment Results**

The results of the IEE, whether obtained at public or private expense, will be considered by the IEP team 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 IEP team's determinations and may not be considered if not completed by a qualified professional, as determined by the LEA.

#### **IEE LEA & Independent Evaluator Service Agreement**

The SELPA recommends that the LEA complete a service agreement with the independent evaluator to ensure clarification regarding terms of the agreement. A sample agreement is available in the SEIS Document Library for review and use.

## **LEA DIRECTIONS: RESPONDING TO AN INDEPENDENT EVALUATION REQUEST**

The following are the steps in the Independent Education Evaluation (IEE) process:

1. Parent requests IEE. This may be in an IEP, through written communication (including email), in person or via phone call.
2. LEA either:
  - **Refuses** the IEE and gives Prior Written Notice. The LEA then initiates a hearing to show its assessment is adequate. If LEA prevails, then no IEE. If parent prevails, conduct IEE.

**OR**

- **Agrees** to the IEE and completes the following steps.
3. When IEE is granted, within 15 days or without unreasonable delay, LEA provides parent with:
    - Cover Letter (sample cover letter on page 21 in this packet)
    - Prior Written Notice (sample on page 19 of this packet)
    - Independent Educational Evaluations Procedures and Resources for Parents packet (page 23 in this packet)
    - List of qualified assessors
    - Procedural Safeguards
  4. Once the LEA has received the signed Exchange of Information form, an LEA representative contacts the chosen assessor to discuss: availability, location of the IEE assessment, mandatory attendance at the IEP to discuss completed assessments and report, release of report and protocols to the LEA, and total fee for the assessment.
  5. Once the Independent Educational Evaluation Service Agreement is completed, and the Exchange of Information has been signed, and returned to the LEA, the assessment may begin.
  6. During the assessment an LEA representative should remain in contact with the assessor, assuring the assessment is completed without unreasonable delay.
  7. Once the assessment is complete, the assessor shall provide a draft report to the LEA, and the parent, prior to the IEP meeting. The assessor shall not meet privately with the LEA or parent to discuss the report before the IEP team meeting is held. The LEA will work with the assessor, and parent, to schedule an IEP meeting to consider the IEE report.

Editable versions of the documents within the Appendix are available to download at:

[https://padlet.com/selpapd/IEE\\_Editable\\_Resources](https://padlet.com/selpapd/IEE_Editable_Resources)



# IEE Flow Chart

The flow chart below summarizes the IEE process from the parent's initial request for an IEE through completion of the assessment. For additional information, please refer to "LEA Directions: Responding to an Independent Education Evaluation Request."



## **REASONABLE MAXIMUM COST DETERMINATION PROCESS**

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 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.

EDCOE SELPA maintains a list of assessors who satisfy the SELPA's criteria for conducting individual evaluations. This list is not exhaustive and does not include all of the assessors in the area who meet EDCOE SELPA's criteria for performing assessments.

The EDCOE 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.

Editable versions of the documents within the Appendix are available to download at:

[https://padlet.com/selpapd/IEE\\_Editable\\_Resources](https://padlet.com/selpapd/IEE_Editable_Resources)

## 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 located within the boundaries of \_\_\_\_\_;

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

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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

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 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), IEP meeting attendance 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 at any time if the Independent Evaluator meets privately with parent outside the IEP meeting to discuss report findings.
- c. 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.
- d. 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.
- e. 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.

## 6. 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.

## 3. 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.

## 4. 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.

## 5. 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 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.

## 3. EMPLOYEE OF OTHER 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.

4. MODIFICATION

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

5. 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.

6. 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.

7. 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.

INDEPENDENT EVALUATOR		LEA	
Signature		Signature	
Date		Date	
Printed Name		Printed Name	
Address		Address	
City, State, Zip		City, State, Zip	
Phone No.	Fax No.	Phone No.	Fax No.

Federal ID for Business/Social Security No. for Individuals

Editable versions of the documents within the Appendix are available to download at:

[https://padlet.com/selpapd/IEE\\_Editable\\_Resources](https://padlet.com/selpapd/IEE_Editable_Resources)



## INDEPENDENT EDUCATIONAL EVALUATIONS FREQUENTLY ASKED QUESTIONS

- 1. What is meant by the term “independent educational evaluations”?**

Federal regulations define independent educational evaluations (IEEs) as “an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question,” 34 CFR § 300.502(a)(3)(i).
- 2. Who pays for an IEE?**

The LEA (district) pays for IEEs. 34 CFR § 300.502(a)(3)(ii)
- 3. What triggers a parent’s right to obtain an IEE for the child at the LEA’s expense?**

A parent’s right to obtain an IEE at the LEA’s expense is triggered if the parent disagrees with an evaluation initiated by the LEA. Letter to Parker, 41 IDELR 155 (OSERS 2004); 34 CFR §300.502(b)(1).
- 4. Who chooses the evaluator for an IEE?**

IDEA permits the LEA to publish a list of names and addresses of qualified evaluators that meet the LEA’s criteria in choosing an evaluator. Letter to Rambo, 16 IDELR 1078 (OSEP 1990)
- 5. Can the LEA require parents to choose an evaluator from its list of qualified evaluators?**

IDEA permits the LEA to require parents to select an evaluator from its list in order for the OEE to be funded by the LEA if (1) “a Child’s needs can be appropriately evaluated” by an evaluator on the list and (2) all qualified examiners in the geographic location are included on the list. However, if the LEA’s list does not exhaust evaluators who are: minimally qualified to evaluate the unique needs of every child in the district,” the parent can choose an evaluator who is not on the LEA’s list, so long it meets the LEA’s criteria. Letter to Anonymous, 56 IDELR 175 (OSEP 2010); Letter to Thorne, 16 IDELR 606 (OSEP 1990); Letter to Rambo, 16 IDELR 1078 (OSEP 1990).
- 6. What if the parent selects an evaluator who is not on the LEA’s list and who does not meet the LEA’s criteria?**

If a parent selects an evaluator who is not on the LEA’s list and does not meet the LEA’s criteria, the LEA must allow the parents the opportunity to demonstrate that unique circumstances justify the selection of this evaluator. Letter to Anonymous, 56 IDELR 175 (OSEP 2010).
- 7. What if the LEA does not believe that there are unique circumstances to justify the selection of an evaluator who is not on the LEA’s list and who does not meet the LEA’s criteria?**

If the LEA does not believe that unique circumstances justify the selection of an evaluator, the LEA may file for due process to deny the parent’s request. Letter to Parker, 41 IDELR 155 (OSERS 2004).
- 8. What if a parent does not agree with the LEA’s decision that a particular evaluator is not qualified?**

If a parent chooses an evaluator who is not on the LEA’s list and the LEA decides that the evaluator is not qualified to do the evaluation, the parent may challenge the LEA’s decision by filing for due process. Letter to Rambo, 16 IDELR 1078 (OSEP 1990).
- 9. How many IEEs at the LEA’s expense may a parent seek?**

If a parent disagrees with the LEA’s evaluation, the parent is entitled to only one IEE at the LEA’s expense. 34 CFR §300.502(b)(5). Note that an IEE may contain more than one assessment.
- 10. Who pays for an IEE if the evaluator chosen by the parent is not on the LEA’s list and the evaluator does not meet the LEA’s criteria?**

The LEA must allow the parents the opportunity to demonstrate that unique circumstances justify the selection of this evaluator. If the evaluator chosen by the parent is justified by the child’s unique circumstances, the LEA must fund the IEE. However, if the LEA “believes the evaluator does not meet agency criteria or there is no justification for selecting an evaluator that does not meet agency criteria, the district may file for due process rather than pay for the IEE.” Letter to Anonymous, 56 IDELR 175 (OSEP 2010); Letter to Parker, 41 IDELR 155 (OSERS 2004).
- 11. What happens if the total cost for an IEE exceeds the district’s reasonable cost criteria?**

The LEA may establish maximum allowable charges that it allows for an IEE to ensure that the cost of an IEE is reasonable. The maximum fee “cannot simply be an average of the fees customarily charged in the area,” but rather, “must be established so that it allows parents to choose from among the qualified professional in the area and only eliminates unreasonably excessive fees.” If an evaluator selected by the parent exceeds the LEA’s maximum allowable

charges, the LEA must give the parent an opportunity to demonstrate that unique circumstances justify going above the LEA's fee criteria. If the parent does demonstrate unique circumstances, the LEA must fund the IEE. If "there is no justification for the excess cost, the cost of the IEE must be" funded by the LEA "to the extent of the [LEA]'s maximum allowable charge." Additionally, if the requested IEE exceeds the district's maximum allowable costs and the district does not support the justification for the excess cost, "the [LEA] must, without unnecessary delay, initiate a [due process] hearing to demonstrate that the evaluation obtained by the parent did not meet the agency's cost criteria." Letter to Petska, 35 IDELR 191 (OSERS 2001); Letter to Anonymous, 11 IDELR 673 (OSEP 1995); Letter to Thorne, 16 IDELR 606 (OSEP 1990).

**12. What if an agency does not adopt a reasonable cost criteria?**

If the LEA does not adopt reasonable cost criteria, the "parents are free to obtain the services of any qualified evaluator." IF the LEA "believes the fees charged [for the IEE] were unreasonable, it has two options: (1) pay the fees charged to the parents, or (2) file for a due process hearing in which the [LEA] would challenge the right of parents to be reimbursed for the particular fee and would have to show that the fee was 'unreasonably expensive.'" Letter to Thorne, 16 IDELR 606 (OSEP 1990).

**13. Does the parent have to notify the district of his/her disagreement with the district's evaluation before obtaining an IEE at the LEA's expense?**

There is no federal requirement that a parent must notify the LEA of his/her disagreement with the LEA's IEE before the parent obtains an IEE at the LEA's expense. However, it is reasonable for the LEA to require a parent to notify the LEA of his/her disagreement with the district's evaluation prior to the parent obtaining an IEE at the LEA's expense. If a parent does not notify the district that he/she is obtaining an IEE because he/she is obtaining an IEE because he/she disagrees with the LEA's evaluation, the LEA still has to pay for the IEE. Letter to Thorne, 16 IDELR 606 (OSEP1990).

**14. Does a district have to pay for travel costs or other related costs incurred by the parents in connection with their arrangement of or their attendance of an IEE?**

If a child needs to be evaluated out-of-district for an IEE, the LEA "may be required to pay for the expenses incurred by the parent for travel or other related costs." If the LEA believes that these expenses are unreasonable, the LEA can file for due process. Letter to Petska, 35 IDELR 191 (OSERS 2001) (Frequently Asked Questions – Independent Educational Evaluations; OSEP: McDonalad, P., 2013)

Editable versions of the documents within the Appendix are available to download at:

[https://padlet.com/selpapd/IEE\\_Editable\\_Resources](https://padlet.com/selpapd/IEE_Editable_Resources)

## IEE RESOURCES

### SAMPLE PRIOR WRITTEN NOTICE

(Put On Your LEA Letterhead)

Date

Parent Name

Parent Address

Re: Prior Written Notice for Proposal to Assess the Student in Compliance with Parent Request for an Individual Educational Evaluation

The **[insert name of your school LEA here]**, (“LEA”) is willing to comply with your request for an Independent Educational Evaluation (IEE) to assess your child, **[insert student name here]**, in the area(s) of (insert services here), as per your request made on **[insert date IEE request received]**. You have requested to obtain an IEE for your child at the public expense, subject to the provisions of federal and state law, in response to a disagreement with the assessment in the area(s) of **[list service(s)]**, obtained by the LEA on **[date of report]**. Whenever the LEA proposes or refuses to initiate or change the identification, evaluation, or educational placement of a student or the provision of a free appropriate public education (“FAPE”), the LEA must provide written notice of its determinations. (34 CFR § 300.503). In accordance with the provisions of section 300.503, this letter shall serve as notice of the proposed/refused actions by the LEA regarding your request.

#### 1. Description of Action Proposed by the LEA

The LEA is proposing to provide an IEE in the area(s) of **[list areas of assessment to be completed]** for your child in compliance to your request for an IEE.

#### 2. Explanation of Why the LEA Proposes to Approve Request for IEE

Under CFR § 300.503(b), “a parent has the right to an Independent Educational Evaluation at the public expense if the parent disagrees with an evaluation obtained by the public agency.” The LEA has received your request for an IEE in the area(s) of **[list service area]** and will move forward with your request for the IEE, following the IEE guidelines enclosed with this Prior Written Notice.

#### 3. Description of Each Evaluation Procedure, Assessment, Record, or Report the LEA Used as a Basis of the Proposed Action

In making the decision to approve your request for an IEE the LEA reviewed and considered all of the following documents:

- Parent request for an Independent Educational Evaluation submitted on **[insert date of request]**
- CFR §300.503(b) “A parent has the right an independent educational evaluation at public expense if the parent disagrees with an evaluation obtained by the public agency.”
- CFR §300.506 “the LEA may initiate due process proceedings to demonstrate the appropriateness of its evaluation and, if it prevails, it is not obligated to pay for the IEE.”
- **[List any other documents considered for example other completed assessments/reports, data/evidence collected]**
- **[List the assessment report title/ assessor/ area that the parent disagrees with and the date of the report]**

#### 4. Description of Other Options Considered by the IEP Team and Why the Options Were Rejected

In arriving at the decision to approve your request for an IEE for your child **[insert student name here]**, the LEA considered denying the request. However, the LEA rejected this idea in response to CFR §300.503(b), “a parent has the right to an Independent Educational Evaluation at the public expense if the parent disagrees with an evaluation obtained by the public agency.”

#### 5. Description of Any Other Factors Relevant to the Decision to Propose an Independent Educational Evaluation

In approving your request for an IEE in the area(s) of **[insert services here]**, the LEA did not consider any other factors. Notice of Your Procedural Safeguards Please be advised that parents of a child with a disability have the protection of the procedural safeguards set forth in federal and state law. The LEA has enclosed a copy of your procedural safeguards for your review. Below are resources for you if you need assistance in understanding the provisions of the procedural safeguards.

<b>Director of Special Education</b>	El Dorado Charter SELPA	California Department of Education
<b>Your Name Your Address</b>	6767 Green Valley Rd Placerville, CA 95667	Sacramento, CA 94244-2720
<b>Your Phone</b>	530-295-2462 800-524-8100	800-926-0648

Please do not hesitate to contact me at [enter your phone number] if you have any questions about this letter.

Sincerely,

**(Case Manager/ Education Specialist)**

**(List your LEA)**

C: Principal, Special Education Director, CEO

Attachment with this letter: Procedural Safeguards, IEE Parent Information

Editable versions of the documents within the Appendix are available to download at:

[https://padlet.com/selpapd/IEE\\_Editable\\_Resources](https://padlet.com/selpapd/IEE_Editable_Resources)

**SAMPLE COVER LETTER**

**(Put on your LEA Letterhead)**

**(Insert Date)**

Dear **[insert parent/guardian name]**,

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

Attached is the current El Dorado Charter SELPA Independent Educational Evaluation Provider List and Criteria for Independent Educational 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 as long as 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 for this information.

Please chose an agency then notify me of your decision. 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.

Thank you,

**[Insert your name]**

**[Title]**

Enc: Criteria for IEE, Provider List, Procedural Safeguards, Prior Written Notice

Editable versions of the documents within the Appendix are available to download at:

[https://padlet.com/selpapd/IEE\\_Editable\\_Resources](https://padlet.com/selpapd/IEE_Editable_Resources)

***EL DORADO CHARTER SELPA NOTICE OF PROCEDURAL SAFEGUARDS AND PARENTS' RIGHTS***

A copy of the SELPA's Notice of Procedural Safeguards and Parents' Rights can be found [here](#) or by searching "Procedural Safeguards" at [www.charterselpa.org](http://www.charterselpa.org).

# ***GUIDELINES & RESOURCES FOR PARENTS***



## ***INDEPENDENT EDUCATIONAL EVALUATIONS (IEE)***

## INDEPENDENT EDUCATIONAL EVALUATIONS

### INTRODUCTION

The El Dorado Charter Special Education Local Plan Area (SELPA) has developed the following guidelines to provide parents/guardians of students with disabilities with an overview of the federal and state laws surrounding Independent Educational Evaluations (IEEs).

It is recommended that parents/guardians review this entire document carefully. The policies, procedures and criteria are intended to be read as one comprehensive document.

Parents/guardians who would like additional information about IEEs should contact their LEA special education director and/or the El Dorado Charter SELPA office at 530.295.2462.

### DEFINITIONS

- “Independent educational evaluation” means an evaluation conducted by a qualified examiner who is not employed by the responsible Local Education Agency (LEA).
- An IEE can be conducted in areas previously evaluated, or not, by the LEA.
- “Public expense” means that the LEA either pays for the full cost of the evaluation or ensures that the evaluation or evaluation components are otherwise provided at no cost to the parent.
- A “parent” is defined as the following:
  - A biological or adoptive parent of a child
  - 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. (C.F.R. 34, 300.30(b)(1) or (2)).
  - 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. (Sections 361 and 726 of the Welfare and Institutions Code)
  - 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
  - A surrogate parent who has been appointed. (Section 7579.5 or 7579.6 of the Government Code, 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)

## PROCEDURES

### WHEN MAY A PARENT/GUARDIAN REQUEST AN IEE?

A parent/guardian has the right to obtain an IEE for their child at their own expense at any time (34

CFR 300.502(a)(1)).

The parent/guardian of a student with a disability has the right to obtain an IEE at public expense, subject to the provisions of federal and state law, when the parent disagrees with an assessment obtained by the LEA within the last two years (34 CFR 300.502(b)(1) and (d)(2)(A), California Education Code Sec 56329(b), and (OAH Case No. 2012051153)).

To initiate an IEE request, the parent shall communicate to LEA personnel that s/he disagrees with an LEA evaluation and would like to request an independent education evaluation be completed at public expense. The request shall be made in writing, discussed during an IEP meeting, or in some other manner to the LEA administration and/or special education staff.

A parent/guardian may request one independent educational evaluation in response to each area of evaluation completed by the LEA within the last two years.



## **PROCEDURES FOR SHARING A “PARENT-INITIATED IEE”**

When a parent/guardian obtains an independent educational evaluation (IEE) at private (own) expense, the results of the evaluation shall:

1. Be considered by the individual education plan (IEP) team, if it meets agency criteria, in any decision made with respect to the provision of a free, appropriate, public education (FAPE) to the student; and
2. May be presented as evidence at a due process hearing regarding the child.

## **RESPONDING TO A REQUEST FOR AN IEE AT PUBLIC EXPENSE**

Once a parent/guardian has communicated his/her request for an IEE at public expense, the LEA shall provide the parent/guardian with a copy of their Procedural Safeguards and either:

1. Initiate a due process hearing to show that the evaluation, completed by the LEA, is appropriate; or
2. Provide the parent/guardian with the EL Dorado Charter SELPA IEE Information Packet, which provides information about where an IEE may be obtained and the agency criteria applicable for IEEs, and ensure that an IEE is provided at public expense (34 CFR 300.502(a)(2)).

The LEA may request that the parent/guardian provide reasoning as to why s/he objects to the LEA’s evaluation or specific areas of evaluation. However, the LEA may not require the parent/guardian to provide an explanation and may not unreasonably delay providing the IEE at public expense.

## **AGENCY CRITERIA FOR CONDUCTING AN IEE**

According to federal regulations, the criteria under which the IEE is obtained at public expense, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that the LEA uses when it initiates an evaluation (34 CFR 300.502(e)(1)).

The LEA may not impose conditions or timelines related to obtaining an IEE at public expense (34 CFR 300.502(e)(2)).

## **LOCATION**

It is recommended to locate an evaluator within your county or neighboring counties. Evaluators outside of this area will be approved only on an exceptional basis by the LEA if the parents or the LEA can demonstrate there is a unique need for a specialized evaluation and that there are no qualified evaluators within the specified area who can appropriately assess their child’s educational needs. IEE Evaluators will be paid the federal business mileage reimbursement rate for required travel if assessor is located outside of El Dorado County associated with the assessment to the student’s school of attendance.

The IEE shall be administered by an evaluator in the same type of educational setting as that used by the LEA in providing similar evaluations including, but not limited to, classroom observations (California Education Code Section 56329(c)).

## **GUIDELINES FOR DETERMINING QUALIFICATIONS**

All assessments shall be completed by persons competent to perform the assessment as determined by the LEA (California Education Code Section 56322).

The IEE shall be administered by an evaluator who holds equivalent certifications, licenses, or other qualifications that would be required of the LEA staff to provide similar evaluations.

Independent evaluators shall have the following minimum credentials issued by the appropriate agency or board with the State of California:

Type of Assessment	Minimum Qualifications
Academic Achievement	Credentialed Special Education Teacher Licensed Educational Psychologist (LEP) Pupil Personnel Services Credential
Adaptive Behavior	Licensed Educational Psychologist Pupil Personnel Services Credential
Adaptive Physical Education	Credentialed Adapted Physical Education Specialist
Assistive Technology	Certified Assistive Technology Specialist
Auditory Acuity	Licensed Educational Audiologist Clinical or Rehabilitative Services Credential Language, Speech and Hearing and Audiology Credential
Auditory Perception/Auditory Processing	Language, Speech and Hearing and Audiology Credential Clinical or Rehabilitative Services Credential Education Specialist Instruction Credential: Deaf and Hard-of-Hearing Licensed Educational Psychologist Pupil Personnel Services Credential
Functional Behavioral Assessment	Credentialed Special Education Teacher Pupil Personnel Services Credential Licensed Marriage and Family Therapist Licensed Clinical Social Worker Licensed Educational Psychologist Board Certified Behavior Analyst
Cognitive	Licensed Educational Psychologist Pupil Personnel Services Credential
Health	Licensed Physician Registered Nurse School Nurse Services Credential
Motor	Licensed Physical Therapist Registered Occupational Therapist Adaptive Physical Education Specialist
Occupational Therapy	Licensed Occupational Therapist
Orientation and Mobility	Clinical or Rehabilitative Services Credential Education Specialist Instruction Credential: Physical and Health Impairment
Physical Therapy	Licensed Physical Therapist
Social/Emotional	Licensed Educational Psychologist Licensed Clinical Social Worker (LCSW) Licensed Marriage and Family Therapist Pupil Personnel Services Credential
Speech and Language	Credentialed or Licensed Speech and Language Pathologist
Visual Acuity/Transition/Vocational	Credentialed Special Education Teacher Adult Education Credential with a Career Development Authorization Pupil Personnel Services Credential
Developmental Vision	Licensed Optometrist Licensed Ophthalmologist Education Specialist Instruction Credential: Visual Impairments
Functional Vision	Education Specialist Instruction Credential: Visual Impairments

A parent/guardian shall have the opportunity to demonstrate that unique circumstances justify a waiver of any of the criteria listed above as defined by the LEA.

A parent/guardian may also request a list of suggested IEE evaluators who meet the LEA agency criteria, but the parent/guardian is not required to select from the list provided.

**CONFLICT OF INTEREST**

The LEA should ensure there is no conflict of interest between the evaluator and service provider, or the evaluator and the family. After completing an independent educational evaluation, it is not recommended that the independent evaluator or their agency provide the service(s) recommended to the IEP team.

**IEE COST DETERMINATION**

The cost determination for an IEE shall be comparable to the costs incurred by the LEA when it uses its own employees or contractors to complete a similar assessment. Such costs shall include:

1. Observations;
2. Administration and scoring of assessments;
3. Report writing; and
4. Attendance in person, or by phone, at the IEP meeting in which the IEE is presented.

The following are Reasonable Maximum Amounts organized by region:

Type of Assessment	Reasonable Maximum Cost Per Region			
	El Dorado, Sacramento and Placer Counties	San Diego	Los Angeles	Bay Area
Assistive Technology	\$800	\$1200	\$1300	\$1000
Auditory Perception/Auditory Processing	\$700	\$700	\$700	\$700
Functional Behavioral Assessment	\$1500	\$3000	\$3000	\$1500
Cognitive/ Full Psycho-Educational (Rate allowed depends on components tested such as academic, adaptive behavior, cognition, social-emotional, etc.)	\$3500	\$6000	\$4500	\$5500
Occupational Therapy	\$800	\$1000	\$1500	\$1000
Physical Therapy	\$700	\$1000	\$1000	\$2000
Speech and Language	\$900	\$1200	\$1500	\$1000
Functional Vision	\$400	\$1000	\$1000	\$1000

**PAYMENT OF IEE COSTS**

1. IEE Obtained at Public Expense:

The LEA will issue payment to the independent evaluator for the cost of conducting the IEE following the LEA’s receipt of the following:

- A written IEE assessment report prepared by the independent evaluator containing all necessary assessment and eligibility sections. The report shall be received by the LEA and the parent five days prior to the IEP meeting;
- The original assessment protocols utilized to conduct the IEE shall be provided to the LEA; and
- Detailed invoice(s), including dates of assessment, observation(s), and hourly rates.

## 2. Unilaterally Obtained IEE at Private Expense:

A parent/guardian is requested, but is not required, to notify the LEA prior to obtaining a unilateral independent educational evaluation. Regardless, if a parent/guardian obtains an independent educational evaluation at private expense, the parent's request for payment and/or reimbursement shall be received by the LEA within a reasonable time after receipt of the results of the completed independent educational evaluation.

Once a parent/guardian has requested that a unilaterally obtained IEE be paid and/or reimbursed by the LEA, the LEA must provide the parent/guardian with a copy of their Procedural Safeguards and either:

- Initiate a due process hearing to show that the LEA's evaluation is appropriate;

### **OR**

- Provide the parent/guardian with the El Dorado Charter SELPA IEE Information Packet, which provides information about where an IEE may be obtained, the agency criteria applicable for IEEs, and proceed with consideration of the LEA's obligation to pay for the independent evaluation.

If the LEA proceed with consideration to pay for the unilaterally obtained IEE, the LEA shall:

- Review and consider the parent/guardian's request for payment;
- Ensure the request was made within a reasonable time after receipt of the results of the evaluation; and
- Ensure all criteria discussed in this policy are met and the required documents (assessment report, original assessment protocols and invoice(s)) have been received.

## 3. Evaluations Ordered by Hearing Officer

If a hearing officer orders an independent educational evaluation as part of a hearing, the cost of the evaluation must be at the LEA expense, unless otherwise specified by the hearing officer.

### **CRITERIA FOR ACCESSING PRIVATE INSURANCE**

When private insurance will cover all, or a portion of, the costs of the independent educational evaluation, the LEA will request that the parent/guardian voluntarily have their insurance pay the costs of the IEE covered by their insurance. However, parents will not be asked to have private insurance cover the costs of an IEE if the process would result in a financial cost to the parent/guardian including but not limited to:

- A decrease in available lifetime coverage or any other benefit under an insurance policy;
- An increase in premiums or the discontinuance of the policy; or
- An out-of-pocket expense such as payment of a deductible amount incurred in filing a claim.

### **IEE ASSESSMENT RESULTS**

The results of the independent educational evaluation, whether obtained at public or private expense, will be considered by the IEP team 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 IEP team's determinations and may not be considered if not completed by a qualified professional, as determined by the LEA.

### **QUESTIONS?**

Contact your LEA or a SELPA Program Specialist at (530) 295-2462.



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