

OFFICE OF MARY C. BARLOW  
KERN COUNTY SUPERINTENDENT OF SCHOOLS

KERN COUNTY CONSORTIUM FOR SPECIAL EDUCATION

SURROGATE PARENT VOLUNTEER AGREEMENT

This Surrogate Parent Agreement (“Agreement”) is made and entered into effective \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_

(“District”) and \_\_\_\_\_ the (“Surrogate Parent”) with respect to the following recitals:

- A. District desires to fulfill its obligation to appoint a Surrogate Parent to represent a special education student to ensure that the student obtains free and appropriate education under the Individualized 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. District hereby appoints Surrogate Parent to act as the surrogate parent of \_\_\_\_\_ (“Student”), DOB \_\_\_\_\_. Surrogate Parent agrees to act as the “Parent” and educational representative for Student in accordance with 34 CFR Section 300.515, Education code Section 56050, and other applicable provisions of state and federal law.
- 2. Representation. 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 of 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.

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 District.

3. Training. Surrogate Parent acknowledges that the Kern County Consortium has provided training regarding handicapping conditions, the laws applicable to Surrogate Parent responsibilities, and the continuum of program placements and opportunities available in the Kern County Consortium (SELPA).
4. Term. District hereby appoints Surrogate Parent for a term of months, not to exceed twelve (12) months.
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 is Agreement shall be a personal contract and shall not be assignable, in whole or in part, in any manner whatsoever.
7. Student Records. The Surrogate Parent agrees to maintain all student records in a confidential manner and agrees that, upon the termination of this Agreement, all such records all be returned to District.

Date: \_\_\_\_\_  
\_\_\_\_\_ Surrogate Parent

Date: \_\_\_\_\_  
\_\_\_\_\_ Director of Special Education

\_\_\_\_\_ School District