

ASSESSMENT TIMELINES¹



Provide Assessment Plan to Parent(s)	15 Calendar Days from date of referral or Parent request Does not include school breaks in excess of 5 school days If referral is received 10 days or less before the end of the school year, then assessment plan is due within the first 10 days of next school year	EC 56043(a) EC 56321(a)
Parents To Consider and Consent to Proposed Assessment Plan	15 Calendar Days after receipt of the proposed assessment plan	EC 56043(b) EC 56321(c)(4)
IEP Meeting To Review Assessment Results	60 Calendar Days from the date LEA received consent to the assessment plan Does not include school breaks in excess of 5 school days If referral is received 30 days or less before the end of the school year, then meeting is due within first 30 days of next school year.	EC 56043(c) EC 56302.1 EC 56043(f)(1) EC 56343(a) EC 56344(a)
Reassessment (Other than Triennial)	No earlier than once per year unless parent and LEA agree	EC 56043(k) EC 56381(a)(2)
Triennial Review	Every 3 Years unless Parent and LEA agree in writing after review of records reassessment is not necessary ²	EC 56043(k) EC 56381
Respond to Request for IEE	Without unnecessary delay Recommend 15 days	34 CFR 300.502(b)

¹ Remember to consult applicable LEA, SELPA policies and administrative regulations, which may impose different or additional timelines and requirements.

² Reassessment of a student eligible for special education and related services must be conducted at least once every three years, or more frequently if the LEA determines that conditions warrant reassessment, or if a reassessment is requested by the student's teacher or parent. (20 U.S.C. § 1414(a)(2)(A); Ed. Code, § 56381, subds. (a)(1), (2).)

DISCLAIMER: As the information contained herein is necessarily general, its application to a particular set of facts and circumstances may vary. For this reason, this document does not constitute legal advice. We recommend that you consult with your counsel prior to acting on the information contained herein.

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