



SEAP Quarterly Narrative Report

Name of Contractor: The Arizona Center for Disability Law

Contract Period: 10/01/2022 to 09/30/2023

Reporting Period: Quarter 2, 01/01/2023 to 03/31/2023

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1. Provide a summary of the project for the period ending, summarizing the work based on the contractor's approved implementation plan and activities. This includes summary totals for the quarter of Basic TA, Complex TA, and Trainings provided.

Over the second quarter of this contract year, SEAP has completed all activities and exceeded all benchmarks required by this contract. Those activities and benchmarks are detailed in the table below.

	Number Completed this Quarter	Total Number Completed So Far this Contract Year	Total Number Required	Additional Details
Basic Technical Assistance	21	76	50	3 (14%) have foster care/juvenile justice associations
Complex Technical Assistance	12	28	15	3 (25%) have foster care/juvenile justice associations
Trainings	6	9	8	<ul style="list-style-type: none"> Presented at Pima County ESSA Meeting about Certificates of Educational Convenience as a tool to help foster youth enroll in the school most appropriate to meet their educational needs. 1 hour, 20 attendees. Presented at the African American Conference on Disabilities virtual conference on the specific educational needs of children with disabilities in foster care. 1.5 hours, 102 attendees. Presented to the parent group Pilot Parents on the educational rights of students with disabilities. 6 hours, 8

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				<p>attendees.</p> <ul style="list-style-type: none"> • Tabled at Casa Grande High School Transition Fair. 2 hours, 13 people reached. • Presented at Family Involvement Center on the educational rights of students with disabilities in the foster care system and the rights of biological parents to participate in the special education process. 3 hours, 10 attendees. • Tabled at the Florence Transition Fair. 3 hours, 5 people.
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2. Provide a fuller written narrative on how SEAP is implemented, partners involved this quarter, and feedback from participants. Include any staff changes, if applicable.

This quarter, the SEAP project has collaborated with Raising Special Kids, FosterEd, Pilot Parents, the University of Arizona’s Education Clinic, the Family Involvement Center, and the Gila River Indian Community on referrals, collaborative service provision, and trainings.

We have received positive feedback both from recipients of technical assistance and from training attendees. We administer surveys to recipients of complex technical assistance about 3 months after their service is completed. Therefore, at this point in the contract year, we have received some survey results from recipients of technical assistance from Q1. One such recipient reported “Strongly Agreeing” with the statements “I have a greater understanding of my rights/my student’s rights after working with ACDL”; “After working with ACDL, I feel equipped to more effectively advocate for myself/my student”; and “The lawyer or advocate I worked with was knowledgeable and effective.” That same recipient reported that the issue about which she had contacted ACDL was “fully resolved with a favorable outcome.”

3. Provide a success story if any to report on. Ensure one story is captured by the end of the contract period.

Below is one example of the successful provision of basic technical assistance in Quarter 2:

“Lucas” is a 7-year-old Hispanic student with a speech impairment. In January 2023, at an IEP meeting for Lucas, the school members of the team stated that Lucas was doing very well and so they would be exiting Lucas from special education services and removing his IEP. Lucas’s parent told the team that she disagreed with this decision and wanted a reevaluation of Lucas’s needs. The school ignored Lucas’s parent and instead sent a Prior Written Notice stating that Lucas’s parent agreed with removing Lucas’s IEP.

ACDL’s intake advocate provided Lucas’s parent with self-advocacy resources, including a template letter she could use to request that the school reevaluate Lucas’s needs. Lucas’s parent reached back out to ACDL in early April to provide this update: “I was finally able to get a re-evaluation for my son [Lucas]. The template you sent me was really helpful when I send it out to the school they finally came around about doing re-evaluation.”

Below is one example of the successful provision of complex technical assistance in Quarter 2:

“Oscar” is a 13-year-old African-American student with an emotional disability. Oscar receives special education and related services under an IEP.

The IEP in effect at the beginning of the 2022-23 school year stated that in order to receive a free appropriate public education (FAPE), Oscar required a placement where he spent 90% of his day in a self-contained classroom and the other 10% with his non-disabled peers—a Level C placement.

The school held an IEP meeting with Oscar's parent on September 22, 2022, where they explained Oscar's needs could no longer be met in his Level C placement at the regular elementary school, and so Oscar's placement would be changed to Level D and he would be placed at a segregated private school for students with behavioral disabilities. The team set five exit criteria that Oscar would be required to meet for eighteen consecutive weeks before the team would consider changing Oscar's placement to allow his return to his home school. The exit criteria went into effect on September 27, 2022, and Oscar had been attending the segregated school since that date.

Oscar's parent met with the IEP team to evaluate Oscar's progress in meeting his exit criteria at the segregated school on January 24, 2023. At that meeting, the school determined that Oscar's placement would not be changed because he had not adhered to the exit criteria requirements for 18 straight weeks. The school specifically mentioned two incidents in the Level D school:

Oscar taunted a peer in class on December 8, 2022. He got up from his seat.

Oscar made an inappropriate sexual comment to a peer on December 13, 2022.

These two incidents alone were cited as the reason why Oscar had to stay in a segregated school setting. At the IEP meeting, Oscar's parent asked the IEP team to allow Oscar to return to a regular school campus and to amend the exit criteria, arguing that Oscar had largely met the exit criteria and that it would be unrealistic for any child with a disability to meet all five exit criteria, which required zero instances of a given behavior, for a consecutive eighteen weeks. The school team refused Oscar's parent's request.

On March 22, 2023, ACDL sent a demand letter to the school district requesting an IEP meeting to discuss changing Oscar's placement to return him to a less restrictive setting and to amend the exit criteria in the IEP. The demand letter cited to recent case law and federal guidance that states that imposing unrealistic exit criteria can violate a student's right to be educated in the least restrictive environment and deny them FAPE. An IEP meeting took place on March 31, 2023, and at the meeting the school district agreed to a plan to start transitioning Oscar back to his regular school campus, to amend the exit criteria, and offered to conduct a functional behavioral assessment to develop a behavior intervention plan to support the student at the regular school site.

4. Describe any barriers that have been encountered and how it was managed and addressed.

The amount of funding provided in SEAP grant year two is half of what was included in the first contract year. Adjusting to this lower level of funding has led to some challenges. We knew going into this contract year that some of the requirements of the contract were different, such as the resource-creation requirement. Last contract year, we spent a substantial portion of the SEAP contract on the development of animated video resources, and thought going into this year that eliminating that cost, as well as the cost of developing other self-advocacy resources, would be close to sufficient to address the change in overall funding level.

However, as we moved through Q2 of this contract year, in evaluating the level of spending on basic and complex technical assistance alone, we realized we were running through the SEAP funding faster than expected. This has not impacted our ability to meet the contract goals—we actually met all but one annual goal during Q1, and as of Q2 we have met all the goals set out by the contract for the full year. The problem is the speed with which we have completed the contract. What this indicates to us is that in future contract years, we need to slow the pace with which we use the SEAP funding and work toward the SEAP goals. This will mean setting more restrictive criteria around which cases we take under the SEAP grant, or at least restricting the number of cases we take as SEAP cases, in order to spread out the provision of basic and complex technical assistance over the course of the full contract year.

For this year, to address this issue, we have recently stopped taking new SEAP cases, and will be closing all ongoing complex technical assistance SEAP cases. For those cases where the issue(s) are unresolved and the scope of services agreed to has not yet been completed, we will reopen the case under a different funding source in order to continue providing the agreed-upon service in order to fulfill our obligations to our clients.

5. Are there any programmatic or fiscal changes to make that require a contract amendment?

ACDL does not have programmatic or fiscal changes that require an amendment to the contract.

6. Is financial expenditure reporting on track?

ACDL has submitted 6 invoices during the period of 10/1/2022-4/15/2023. ACDL has expended \$75,850 of the contracted award amount. ACDL expects to meet the contracted award. ACDL has provided \$31,880 of the expected \$33,000 in-kind amount. ACDL expects to meet the in-kind expectation for the award period.