

# Memorandum of Understanding

## Idaho State Department of Education and the Idaho Bureau of Educational Services for the Deaf and the Blind

### PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

The Individuals with Disabilities Education Act (IDEA) requires the Idaho State Department of Education (SDE) to maintain general supervision of all agencies serving children with disabilities; establish policies and procedures for developing interagency agreements between the SDE and other appropriate state and local agencies; define the educational and financial responsibility of each agency for providing to children and youth with disabilities a free appropriate public education (FAPE) based on individual needs of the students; monitor each agency serving children with disabilities to ensure compliance with state and federal code; and resolve interagency disputes, and whereas:

The Idaho Bureau of Educational Services for the Deaf and the Blind (IBESDB) has been designated pursuant to Idaho Code §33-3402 as the State agency with authority and responsibility for assisting Local Education Agencies (LEAs) in providing appropriate educational services to students with visual and/or hearing losses. As a recipient of federal funds, IBESDB is mandated to comply with all state and federal statutes and regulations pertaining to special education.

The SDE and the IBESDB enter into this Memorandum of Understanding (MOU) to formalize the process for assisting LEAs in providing appropriate educational services to students with visual and/or hearing loss (sensory impairments) who qualify for an Individualized Family Service Plan (IFSP), an Individualized Education Program (IEP) or a Section 504 plan (504 plan).

### DEFINITIONS

The definitions set forth in the IDEA, the Idaho Special Education Manual, the Rehabilitation Act of 1973 (Section 504), and Idaho Code Title 33, Chapters 13 (Idaho Educational Interpreter Act) and 34 (Idaho Bureau of Educational Services for the Deaf and the Blind Act of 2009) shall apply to this MOU.

Additionally, the following definitions apply to this MOU:

**Campus program** – educational services provided at the IBESDB campus in Gooding for day and residential students;

**Campus student** – a student who receives educational services at the IBESDB campus, as either a day student or a residential student;

**Day student** – a student who attends the IBESDB program and is transported home daily.

**Outreach services** – IBESDB staff assisting Local Education Agencies (LEAs) in implementing IEPs or 504 Plans for students with varying degrees of deafness and/or blindness. Outreach services are off-campus statewide supplemental services.

**Outreach student** – a student who is eligible for services provided by IBESDB Outreach services.

## **RESPONSIBILITIES OF THE SDE**

The SDE is an executive agency of the State Board of Education (SBE) and has the responsibility for carrying out policies, procedures, and duties authorized by law or established by the SBE for all elementary and secondary school matters. As such, the SDE is authorized to sign this agreement on behalf of the SBE and Local Education Agencies (LEAs). The SDE shall oversee and coordinate the implementation of this MOU.

1. The SDE shall coordinate with the IBESDB to track students as defined by Idaho Code §33-3402 to maintain the registry of students.
2. The SDE shall furnish IBESDB with its annual special education child count and a count of students receiving services under 504 plans as recorded in the Idaho System for Educational Excellence (ISEE) to update the registry. IBESDB shall update the registry and submit an annual revision to the SDE by the first Wednesday in April. The updated registry shall reflect data in effect on the Child Count date and include information on all students receiving services through the IBESDB.
3. The SDE shall work collaboratively with the IBESDB and the Council for the Deaf and Hard of Hearing (CDHH) regarding assistive technology programs.

## **RESPONSIBILITIES OF THE IBESDB**

The role of IBESDB is to assist Idaho LEAs and state agencies in providing accessibility, quality, and equity to students in Idaho with sensory impairments through a continuum of services and placement options.

IBESDB is an educational agency. When IBESDB receives educational records to carry out its responsibilities under this MOU, it shall maintain the confidentiality of those records as required by the Family Educational Rights and Privacy Act, 20 USC 1232g and 34 CFR part 99, and the Idaho Data Accountability Act, Idaho Code §33-133.

IBESDB is a provider of supplemental services for students with sensory impairments and operates a school for the deaf and the blind, which provides residential and day campus programs. IBESDB also operates an outreach program intended to provide services to students outside the campus area, as well as early intervention and family consultation.

IBESDB is charged with the duties and responsibilities of the Idaho Educational Interpreter Act, as defined in Title 33, Chapter 13, Idaho Code, including, but not limited to:

1. IBESDB shall support the SDE in meeting the minimum standard requirements and continued professional development required by statute.
2. IBESDB shall oversee the support and services through the Training and Assessment Systems for K-12 Educational Interpreters (TASK12) program.
3. IBESDB personnel shall oversee the TASK12 program as they work with Education Interpreters throughout the state of Idaho.

IBESDB is charged with carrying out the responsibilities of 20 USC §1412(a)(23), including, but not limited to:

1. IBESDB shall coordinate with the National Instructional Materials Access Center (NIMAC) on behalf of the State and LEAs for the purposes of providing instructional materials to blind or other persons with print disabilities in elementary and secondary schools.
2. IBESDB shall work collaboratively with the SDE and the Council for the Deaf and Hard of Hearing (CDHH) regarding assistive technology programs.
3. IBESDB shall manage American Printing House (APH) funds for the purchase of materials for the blind. The Media Center at IBESDB shall distribute these materials for the visually impaired students served by the IBESDB Outreach service who meet the APH quota funds requirements.
4. IBESDB shall coordinate with the SDE to track students as defined in Idaho Code §33-3402 to maintain the registry of students. Upon receiving the annual special education child count and a count of students receiving services under 504 plans as recorded in ISEE, IBESDB shall update the registry and submit an annual revision to the SDE by the first Wednesday in April. The updated registry shall reflect data in effect on the Child Count date and include information on all students receiving services through the IBESDB.

## **RESPONSIBILITIES OF THE LOCAL EDUCATION AGENCY (LEA)**

1. The LEA (school district of residence or charter school of enrollment) is the single point of entry for IBESDB services for students ages 3 to 21.
2. LEAs, in consultation with IBESDB, are responsible for determining a student's eligibility and the development of the IEP, including any assessments/evaluations necessary for initial placement. LEAs and IBESDB personnel must consider the least restrictive environment as well as the service needs of a student in determining the appropriate placement.

3. In order to meet the educational needs of students, the IEP team, which shall include a representative from IBESDB, may determine it is appropriate to enroll a student in an IBESDB program. In this situation, IBESDB programs are considered placement options within the LEA continuum, and LEA staff must continue to participate in IEP meetings.

## **RESPONSIBILITIES OF THE LEAS AND IBESDB**

### **A. Meeting Invitation and Attendance**

1. An LEA representative and a representative from IBESDB must attend the IEP or 504 meeting when initial placement or transition from the LEA to IBESDB or from IBESDB to the LEA is being considered.
2. An LEA shall invite IBESDB staff to attend all IEP or 504 meetings for all students with visual and/or hearing loss, including those students transitioning from Part C to Part B, those students moving from out of state, and/or those students transferring from LEAs.
3. An LEA may invite IBESDB staff to IEP or 504 meetings when there is a possible need for IBESDB services and/or technical assistance.
4. IBESDB services may not be included in an IEP or 504 plan unless an IBESDB representative is present at the meeting.

### **B. Eligibility and Placement Process**

1. An LEA shall initiate the special education process to determine the level of support and placement needed for each student with visual and/or hearing loss. To ensure appropriate services to students with visual and/or hearing loss, IBESDB Outreach personnel shall participate in all initial eligibility meetings conducted by LEAs.
2. IBESDB Outreach personnel shall be invited to participate in any subsequent annual meetings, for students served in an LEA placement. LEAs seeking a student placement into a campus-based or outreach IBESDB program shall follow IBESDB's referral process for such services, as outlined below:
  - a. The LEA shall contact IBESDB on prospective referrals for Outreach or Campus Services.
  - b. For children transitioning from Part C to Part B services, IBESDB personnel shall be invited to all transition meetings as outlined in the Idaho Special Education Manual.

- c. IBESDB shall assist the LEA with appropriate no-cost assessments, including the determination of the need for assistive technology devices.
  - i. If the assessment is offered at the IBESDB Campus or the LEA requests that the assessment be conducted at the IBESDB Campus, any necessary transportation, room, and board shall be provided to the student and parents/guardian by the LEA.
  - ii. Upon completion of an evaluation, a written report from IBESDB shall be furnished to the LEA and parents/guardians.

**C. Referral Process to IBESDB Campus**

1. Whenever placement at the IBESDB Campus program is being considered as part of the continuum of services for a student, IBESDB Campus personnel shall be included in the team discussion.
2. Prior to referral, students must be enrolled in their LEA.
  - a. The LEA shall schedule the team meeting and shall include IBESDB personnel.
  - b. Upon IBESDB request, the LEA shall provide documentation of existing academic, psychological, medical, and social evaluation reports and current eligibility reports and IEP/IFSP/504 prior to the meeting.
  - c. The LEA shall schedule a team meeting which shall include IBESDB.
  - d. The team, including IBESDB personnel, shall meet to develop an IEP and determine appropriate placement.
3. If additional assessments or evaluations are required, IBESDB shall assist the LEA with appropriate no-cost assessments, including the determination of needs for assistive technology devices for a student who has a visual and/or hearing loss.
  - a. If the assessment is offered at the IBESDB Campus, or the LEA requests that the assessment be conducted at IBESDB Campus, transportation, room, and board shall be provided to the student and parents/guardians by the LEA.
  - b. Upon completion of an evaluation, a written report from IBESDB shall be furnished to the LEA and the parents/guardians.

#### **D. Student Attendance at the Campus Program**

1. When an IEP team decision is to place a student in the campus program at IBESDB, placement shall commence according to IBESDB's admission policies within 15 calendar days unless an alternative timeline is requested by the IEP Team. Admission processes are available from IBESDB on request or can be found on the IBESDB website.
2. For a campus student, including students served in the preschool program on the IBESDB campus, IBESDB shall schedule and hold Eligibility and IEP or 504 meetings and invite all the required members of the team, including the LEA representative.
3. IBESDB is responsible for the costs of educational and related services for a student placed in the campus program as outlined on the student's IEP. For a day or residential student, IBESDB and the LEA shall work collaboratively in determining transportation responsibilities and shall outline these responsibilities in the IEP.
4. IBESDB, the LEA, or the parents of a student enrolled in campus program services may, at any time, request to convene an IEP team to review the student's placement. If a change in placement occurs, all parties involved shall receive prior written notice.
5. If a student's IEP team is considering Extended School Year (ESY) eligibility for the student, an invitation to an IEP team meeting must be given to the LEA prior to determination. If a student enrolled full-time on the IBESDB campus is determined to be eligible for extended school year (ESY) services, the LEA shall provide such services at a location determined by the LEA. IBESDB shall assist the LEA by providing materials, equipment, and/or assist with the development of appropriate goals and benchmarks for ESY services.
6. If a campus student becomes a threat to self or others during school-related or residential-related activities, IBESDB may initiate action to suspend or expel the student consistent with the IDEA and state rules and regulations, including the Idaho Special Education Manual. IBESDB shall notify the LEA of every suspension or expulsion.
  - a. A student enrolled in IBESDB's campus program may be eligible under federal law to be placed in an interim alternative educational setting imposed by IBESDB's superintendent or a hearing officer. IBESDB is responsible for providing FAPE as defined in the Idaho Special Education Manual, Chapter 12.
  - b. The LEA in which the student resides shall become responsible for services for any student who is expelled.

7. For any student discontinuing educational services from IBESDB, either for placement back to the original LEA, to another LEA, withdrawal from school (i.e., after age 16 or to implement homeschooling), or graduation, procedures outlined in the Idaho Special Education Manual that meet state and federal requirements shall be followed.

### **IBESDB Outreach Services**

When an LEA requests outreach services from IBESDB, the following shall occur:

1. The LEA shall provide a current audiogram or most current eye report conducted within the last 12 months to IBESDB.
  - a. In the event a current audiogram or eye report is not available, the child shall be referred for testing, as determined necessary by the IEP team.
  - b. If an audiogram or eye report needs to be requested from the doctor or audiologist, the parents shall be asked to sign an exchange of information form to be submitted to the doctor.
2. After establishing that the child has a hearing or vision loss, the LEA shall provide IBESDB with contact information for parents and school information, including grade level, teacher, child's needs, and current services.
  - a. IBESDB shall contact parents to request history of the hearing or vision loss, to explain IBESDB services, and to learn more about the needs of their child.
  - b. If parents decline IBESDB services, IBESDB shall provide consultation, observations, and resources to the LEA.
3. IBESDB shall contact teachers and other relevant staff to arrange a classroom screening for instructional purposes to observe the child and to determine further need, to make recommendations for the team's consideration (i.e. need for assessment, accommodations, type, and frequency of services through the IEP/504).
  - a. IBESDB shall contact the child's case manager to obtain copies of the child's IEP/504.
  - b. The Case Manager shall add IBESDB staff to the IEP/504 team for meetings.
4. The IEP/504 team, which shall include IBESDB personnel, will meet to develop an IEP/504 and determine appropriate services and placement.
5. IBESDB services shall be listed on the student's IEP, in the service grid, or Optional Statement of Service Delivery.

6. When IBESDB provides services to a student in an LEA, it shall be at no cost to the LEA. The LEA is financially responsible for all other required services not provided by IBESDB.
7. The child shall be added to the IBESDB caseload, and regular IBESDB services are established.
8. The LEA is responsible for ensuring that all extended school year services (ESY) identified by the LEA are provided. IBESDB shall provide consultation to the LEA to ensure continuity between the school year and ESY programs.
9. The student shall be counted by the LEA for all state and federal attendance and funding purposes.

### **IBESDB Regional DHH Preschool Services**

1. Prior to students attending IBESDB regional preschool programs, the LEA shall schedule and hold all eligibility and IEP meetings and shall invite the IBESDB preschool teacher and consulting teacher as IEP team members.
2. The LEA is responsible for initial eligibility assessments in collaboration with the IBESDB unless other agreements have been established between the LEA and IBESDB.
3. When a student transitions from preschool to school-age services, the IEP team shall determine the appropriate placement for the student.
4. The LEA is responsible for all transportation.
5. The IBESDB shall provide preschool teachers.
6. The LEA is responsible for ensuring that any extended school year services (ESY) or related services are provided if identified by the LEA. IBESDB must provide consultation to the LEA to ensure continuity between the school year and ESY programs.
7. The preschool students shall be counted by the LEA for all state and federal attendance and funding purposes.

### **DISPUTE RESOLUTION**

In the event of a disagreement between the parties concerning provisions or implementation of this MOU, the parties shall attempt to resolve the issues through informal means. Should the parties be unable to resolve their disagreement, they agree to the following:

1. The Administrator of IBESDB and the Director of Special Education shall meet and confer to reach a consensus decision.



2. If the Administrator and Director are unable to agree, the SDE shall provide the services of a trained mediator to assist in resolving the dispute within 30 days.
3. A mediated agreement signed by both parties shall be deemed an amendment to this MOU and shall be immediately implemented.
4. In the event the parties are unable to reach a mediation agreement, the parties shall seek technical assistance from the Idaho Attorney General's office to clarify the terms of this agreement, which shall be the final resolution of the dispute.

The dispute resolution process shall be completed within 45 calendar days.


### GENERAL PROVISIONS

The provisions of this MOU may be extended, modified, or changed by a written amendment signed by both parties. Such amendments, when so signed, will become a part of this agreement. This MOU becomes effective on the date signed by all parties. The MOU automatically renews on July 1 of each year, unless either party requests a review of the MOU before June 1. Either party may terminate this agreement with a 30-day written notice to the other party.

### SIGNATURES

By:  Date: 8/23/22  
Sherri Ybarra  
State Superintendent of Public Instruction

By:  Date: 8/29/22  
Brian Darcy  
Administrator, Idaho Bureau of Educational Services for the Deaf and the Blind

By:  Date: 8/29/2022  
Charlie Silva  
State Director of Special Education