Contract ID: 16-5503

Amendment to the INTERAGENCY AGREEMENT between the Idaho State Department of Education and the Idaho Bureau of Educational Services for the Deaf & the Blind

THIS AMENDMENT ("Amendment") is to that certain Interagency Agreement dated 9/8/2015 by and between the State Department of Education (SDE) and Idaho Bureau of Educational Services for the Deaf & the Blind (IBESDB) regarding general supervision of all agencies serving children with disabilities. In consideration of the mutual undertakings and covenants in this Amendment, the parties agree as follows:

1. Revise Section: Effective Date (Page 7)

Amended Language

This Agreement shall be effective from the date fully signed until June 30, 2016. In the event the provisions of this agreement cannot be executed due to changes in federal regulations, State law, or the policies of the agencies party to this agreement, either party may initiate a meeting to renegotiate the terms of this interagency agreement.

2. ALL OTHER TERMS AND CONDITIONS PREVIOUSLY AGREED TO AND SET FORTH IN THE AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the SDE and IBESDB have executed this Amendment on the dates set forth below.

State Department of Education
650 West State Street
P.O. Box 83720
Boise, ID 83720-0027

By: _____
Title: On behalf of the Superintendent
Date: 10/23/15

Contractor

Idaho Bureau of
Educational Services
For the Deaf and the Blind
1450 Main Street
Gooding, ID 83330

By: _____
Title: Administrator, IBESDB
Date: 10/13/15

INTERAGENCY AGREEMENT BETWEEN

THE IDAHO STATE DEPARTMENT OF EDUCATION

AND

THE IDAHO BUREAU OF EDUCATIONAL SERVICES FOR THE DEAF AND THE BLIND

WHEREAS:

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:

Although ultimate responsibility is placed on the SDE for ensuring compliance with the IDEA, the responsibility of agencies, other than local educational agencies (LEAs), is not limited regarding providing or paying for some or all of the costs of FAPE provided to children and youth with disabilities residing in the state, and whereas:

The Idaho Bureau of Educational Services for Deaf and the Blind (IBESDB) has been designated under state statute Idaho Code 33-3402 and State Board of Education Governing Policies and Procedures as that State agency with authority and responsibility for assisting LEAs in providing appropriate educational services, as required, to students with visual and/or hearing impairments; and as a recipient of federal funds, IBESDB is mandated to comply with all state and federal statutes and regulations pertaining to special education, and whereas The SDE and IBESDB agree to the following definitions: :

Authorized Entity – IBESDB is the agency that has a primary mission to provide specialized services relating to training, education, or adaptive reading or information access needs of blind or other persons with disabilities. IDEA 2004 Section 121(c)(1)

Visual Impairment Including Blindness- Visual Impairment refers to an impairment in vision that, even with correction, adversely affects a student's educational performance. The term includes both partial sight and blindness. Partial site refers to the ability to use vision as one channel of learning if educational materials are adapted. Blindness refers to the prohibition of vision as a channel of learning, regardless of the adaption of materials (34_CFR_ §300.8 (c)(13)

Deafness-Deafness is a hearing impairment that adversely affects educational performance and is so severe that with or without amplification the student is limited in processing

linguistic information through hearing (as defined in Chapter 4 of the Idaho Special Education Manual and Idaho Code §33-1303).

Hearing Impairment- A hearing impairment is a permanent or fluctuating hearing loss that adversely affects a student's educational performance but is not included under the category of deafness (as defined in the Idaho Special Education Manual).

Deaf or Hard of Hearing-means impacted by hearing impairment, whether permanent or fluctuating, that adversely affects a child's educational performance, or, impacted by a hearing impairment that is so severe that the child is impaired in processing linguistic information through hearing, with or without amplification that adversely affects a child's performance (as defined by Idaho Code §33-3402).

Deaf-Blindness-A student with deaf-blindness demonstrates both hearing and visual impairments, the combination of which causes such severe communication and other developmental and education needs that the student cannot be appropriately educated with special education services designed solely for students with deafness or blindness.

504 Plan-a written plan that documents the necessary accommodations and placement in the least restrictive environment for eligible students under Section 504 of the Rehabilitation Act of 1973.

IEP (Individualized Education Program)-a written document (developed collaboratively by parents and school personnel) which outlines the special education program for a student with a disability. This document is developed, reviewed and revised at an IEP team meeting at least annually.

IFSP (Individualized Family Services Plan)-a written plan that outlines the provision of service for an eligible child and family receiving service from IBESDB and the Idaho Infant Toddler Program.

Campus program-educational services provided at the IBESDB campus in Gooding for day and residential students (as defined by Idaho Code §33-3402(5)).

Campus student-a student who receives educational services at the IBESDB campus. This could be either a day student or a residential student (as defined by Idaho Code §33-3402(10)).

Residential student-A student who attends the IBESDB program and resides on the IBESDB campus in the cottage program during the week.

Day Student- A student who attends the IBESDB program and is transported home daily.

Outreach services-IBESDB staff assisting LEAs in implementing IEPs or 504 Plans for students with varying degrees of deafness and/or blindness. As defined in Idaho Code §33-3402, "Outreach services" means off-campus statewide supplemental services provided through IFSP, IEP, or 504 Plans for students by the IBESDB to school districts, students, and families.

Outreach Student—a student who is eligible for services provided by IBESDB Outreach according to the definitions of deafness and/or blindness as defined by the Idaho Special Education Manual or as defined by Idaho Code §33-3401 and §33-3402.

Preschool Programs-programming for 3-5 year olds with hearing or vision loss referred by the school district or LEA and staffed by IBESDB personnel and located within the campus program or in regional locations established by IBESDB.

Least Restrictive Environment (LRE)—a practice (as defined in the Idaho Special Education Manual),whereby students with disabilities, including preschool students with disabilities, are educated with students who are not disabled, to the maximum extent appropriate as determined by each student's IEP team. Special classes, separate schooling or removal of students with disabilities from the regular classroom environment occurs only if the nature or severity of the disability is such that education in the regular class with supplementary aides and services cannot be achieved satisfactorily.

NIMAC-National Instructional Materials Accessibility Center. The center established pursuant to Section 674(e) of IDEA 2004, which specifies that the secretary (USDOE) shall establish and support, through the American Printing House for the Blind, a center to be known as the NIMAC not later than one year after the date of enactment of IDEA 2004.

NIMAS-National Instructional Materials Accessibility Standards. The standard established by the secretary(USDOE) to be used in the preparation of electronic files suitable and used solely for efficient conversion into specialized formats as provided for in IDEA 2004 [612(a)(23)(E)(ii)]

Educational Interpreter-a person employed in the Idaho public schools, kindergarten through grade twelve (12), to provide interpreting services to students who are deaf, hard of hearing, or deaf-blind (as defined by Idaho Code §33-1303(5)).

Interpreting -the process of providing accessible communication between and among persons who are deaf, hard of hearing or deaf-blind, and those who are hearing. The process includes, but is not limited to, communication between American Sign Language or other form of manual communication and English. The process may also involve various other modalities that involve visual, gestural and tactile methods (as defined by Idaho Code §33-1303(9)).

THEREFORE:

The SDE and IBESDB agree that in order to ensure appropriate services to students with visual and/or hearing impairments, IBESDB Outreach personnel must make reasonable efforts to participate in all initial eligibility meetings, as appropriate. IBESDB Outreach personnel must also make all reasonable efforts to participate in any subsequent IFSP, IEP/504 annual meetings, for students served in an LEA placement, as determined by the LEA team.

The SDE and IBESDB agree that the LEA must be the single point of entry for initial placement into all campus-based and outreach IBESDB programs for school-age students (3-21 years of age). The Parties also agree that the special education directors for the LEAs, or their designees, should be the single points of contact for ongoing communication.

Any LEA seeking a student placement into a campus based or outreach IBESDB program must follow IBESDB's referral process for such services, as outlined below:

Referral Process

1. The LEA contacts IBESDB on a prospective referral for Outreach services or Campus services.
    a. For referral to Outreach services:

        i. LEA provides IBESDB a current audiogram or most current eye report (if one is available), preferably from within the last year. If no current audiogram or eye report is available, the child needs to be referred for testing. If an audiogram or eye report needs to be requested from the doctor or audiologist, an exchange of information form will be signed by the family and submitted to the doctor.

        ii. After establishing that the child has a hearing or vision loss, the LEA must provide IBESDB contact information for parents and school information including grade level, teacher, child's needs and current services.

        iii. IBESDB contacts parents to get history of the hearing or vision loss, to explain IESDB services and to learn more about the needs of their child.

        iv. IBESDB contacts teacher and other relevant staff to arrange a classroom visit to observe child and to assess further need (i.e. need for assessment, accommodations, type and frequency of services through the IEP/504).

        v. IBESDB contacts child's case manager to get copies of the child's IEP/504 and to request case manager to add IBESDB staff to the team for meetings.

        vi. Child is added to IBESDB caseload and regular IBESDB service is established.

    b. For referral to IBESDB Campus services:

        i. The LEA schedules the IEP/evaluation team meeting, which shall include IBESDB personnel. Upon IBESDB request, the LEA will provide documentation of existing academic, psychological, medical and social evaluation reports, and current eligibility report and IEP/IFSP/504 prior to the meeting.

        ii. The LEA schedules an IFSP/ IEP/504 team meeting which will include IBESDB personnel.

        iii. The /IFSP/IEP/504 team, including IBESDB personnel, meets to develop

an IEP and determine appropriate placement.

c. If additional evaluations are required:

i. IBESDB must assist the LEA with appropriate no-cost assessments, including the determination of needs for assistive technology devices, for a student who has hearing and/or visual impairment. If the assessment is offered at the IBESDB Campus, and should the LEA choose for the assessment to be conducted at IBESDB Campus, transportation, room and board will be provided to the student and parents/guardians by the LEA. Upon completion of an evaluation, a written report from IBESDB will be furnished to the LEA and the parents/guardians.

Outreach Services:

1. IBESDB agrees it must not accept a school-age student without an LEA referral for services. LEA shall initiate the special education process to determine the level of support needed for each student.

2. The Individualized Education Program (IEP) or 504 plan used to secure IBESDB outreach services shall be developed by the LEA IEP team, which shall include IBESDB personnel. IBESDB services shall be listed on the IEP in the Statement of Service Delivery on the Service Page. If IBESDB provides services to a student in an LEA, it shall be at no cost to the LEA. The LEA is responsible for the provision and costs of all other related services.

3. The student(s) must be counted by the LEA for all state and federal attendance and funding purposes.

4. For students attending IBESDB regional preschool programs, the LEA must schedule and hold all eligibility and IEP meetings. The preschool students must be counted by the LEA for all state and federal attendance and funding purposes. The LEA must be responsible for all transportation. The LEA is responsible for assessment and special services, unless other agreements have been established between the LEA and IBESDB. The IBESDB must provides preschool teachers.

5. The LEA is responsible for ensuring that any extended school year services (ESY) or related services are provided, if identified by the LEA. IBESDB mustprovide consultation to the LEA to ensure continuity between school year and ESY programs.

6. American Printing House (APH) funds, used for the purchase of materials for the blind, will be managed by IBESDB; and the Media Center at IBESDB will distribute these materials for the visually impaired students served by the IBESDB Outreach service who meet the APH quota funds requirements.

7. The IBESDB agrees to serve as an authorized entity in Idaho in accordance with the provisions of IDEA 2004 Section 121 (c)(1). As an authorized entity, IBESDB agrees to comply with the terms and procedures established by National Instructional Materials Access Center (NIMAC) for receiving files and for the secure conveyance of files to

LEAs.

8. In carrying out Section 612(a)(23), SDE, IBESDB and Council for the Deaf and Hard of Hearing (CDHH) , shall work collaboratively in regards to assistive technology programs.

9. IBESDB will coordinate with the SDE to track students as defined by Idaho Code 33-3402 to maintain the registry of students. The SDE will furnish IBESDB with its annual special education child count as well as the students receiving services under 504 plans as recorded in ISEE to update the registry. IBESDB will submit to the SDE an annual revision of the registry.

Campus Program Services:

1. The campus program has students enrolled as day students or as residential students.

2. When, as a result of a comprehensive evaluation, programming for a student at campus program may be contemplated, the LEA must involve IBESDB personnel in evaluation team recommendations and IEP/ 504 team placement decisions, as part of the IEP or 504 team.

3. After development of the IEP goals and benchmarks, if the LEA IEP team decision is to place a student in the campus program at IBESDB, placement will commence, according to IBESDB's admission policies, within 15 calendar days unless alternative agreement is requested by the IEP Team. Admission processes are available from IBESDB on request or can be found on IESDB website.

4. For a campus student, including students served in the preschool program on the IBESDB campus, IBESDB will schedule and hold Eligibility and IEP or 504 meetings, inviting all required members of the team, including the LEA representative.

5. 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 will work collaboratively in determining transportation responsibilities and will outline these responsibilities on the IEP.

6. IBESDB, the LEA, or 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. All parties involved must receive proper written notice.

7. If IBESDB is considering ESY eligibility, an invitation to an IEP team meeting must be given to the LEA, prior to determination. If a student who is enrolled full-time on the IBESDB campus is determined to be eligible for extended school year (ESY) services, the LEA will provide such services. IBESDB will assist the LEA by providing materials, equipment, or assisting with the development of appropriate goals and benchmarks for ESY services.

8. 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. The LEA in which the student resides will become responsible for services for the student who is expelled.

   A student who is 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 to provide FAPE as defined in the Idaho Special Education Manual, Chapter 12. .

9. For any student discontinuing educational services from IBESDB, either for placement back to the original LEA, another LEA, or graduation, procedures outlined in the Idaho Special Education Manual that meet state and federal requirements will be followed.

Idaho Educational Interpreter Act

IBESDB is charged with the duties and responsibilities of the Idaho Educational Interpreter Act, as defined title 33, chapter 13, Idaho Code. IBESDB is responsible for insuring work performed meets the requirement as outlined by IDEA 2004 and appropriate state statute. The SDE and IBESDB agree that in order to meet requirements of the Idaho Educational Interpreter Act as defined title 33, chapter 13, Idaho Code, IBESDB must perform duties and responsibilities established, including but not limited to:

- The IBESDB will support the SDE in meeting the minimum standard requirements and continued professional development required in by statute.
- The IESDB will oversee the support and services through TASK-12. The IESDB Interpreter Education Coordinator will oversee the TASK-12 as they work with Education Interpreters throughout the state of Idaho.

Dispute Resolution

In the event of a disagreement between the parties concerning provisions or implementation of this agreement, the parties will attempt to resolve the issues through informal means. If the parties reach an impasse, either party may request the services of an impartial mediator from the State Department of Education Bureau of Special Education. If mediation is unsuccessful, either party may bring the issue to the State Board of Education for resolution. Should a dispute arise regarding the placement of a student at IBESDB, the student shall remain in the current program pending resolution of the dispute.

EFFECTIVE DATE

This Agreement shall be effective from the date fully signed until January 30, 2016. In the event the provisions of this agreement cannot be executed due to changes in federal regulations, State law, or the policies of the agencies party to this agreement, either party may initiate a meeting to renegotiate the terms of this interagency agreement.

By: _____

for State Superintendent of
Public Instruction

Date: 9/8/15

By: _____

Administrator, Idaho Educational
Services for the Deaf and the Blind

8/31/15

By: _____

Director, Special Education
State Department of Education

Date: 9/4/15