

Auditorily Impaired / Visually Impaired

Memorandum of Understanding

between the
Interagency Council on Early
Childhood Intervention (ECI)



and the
Texas Education Agency (TEA)

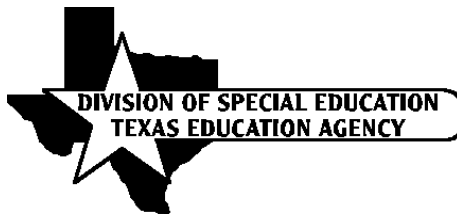


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**Memorandum of Understanding
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and the
Texas Education Agency (TEA)**

I.

Purpose

The purpose of this memorandum of understanding (MOU) is to establish a statewide system of services which ensures that all children, birth through two with auditory and/or visual impairments receive services outlined in Part C of the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§1400, *et seq.*, and subsequent amendments and the Texas Education Code (TEC) Chapters 29 and 30 related to children with auditory and/or visual impairments. All levels of services, personnel resources, and other resources being provided to children, birth through two with auditory and/or visual impairments shall be maintained under the terms of this agreement. The criteria, referenced in this agreement, for referring infants and toddlers for specialized services related to the visual and/or auditory impairment shall be jointly developed by the parties to the agreement. The criteria shall ensure that all children needing or receiving specialized services will receive all services and procedural safeguards per requirements in Part C of IDEA, not Part B of IDEA. The agreement is adopted and in effect until it is amended or another agreement is signed.

II.

Impact

As of January 1, 2001, approximately 352 children with auditory impairments and 555 children with visual impairments, birth through two, are being served by the local education agencies (LEAs), including the Texas School for the Deaf (TSD), Regional Day School Programs for the Deaf (RDSPD) and charter schools.

III.

Philosophy

The attainment of excellence and equity in achievement for all children and learners, ages birth through two, with auditory and/or visual impairments, is the single goal of this agreement. Excellence is defined as performance that meets or exceeds real world requirements. Equity is defined as the attainment of the same level of performance by all population groups.

Persons responsible for oversight and implementation of this agreement recognize that children who are deaf or hard of hearing, or who have a visual impairment, or who are deaf-blind, are children first. These children have an innate need to communicate; to be linguistically competent, academically challenged, socially and environmentally aware, mobile; and be successful, fully participating members of society. Each child, whatever his or her ability, has significant contributions to make to society. Services based on thorough assessment of individual and family needs focus on enabling or causing others to enable each child's maximum potential through appropriate individualized services.

In order to make informed choices about their service needs and preferences, families of children who are deaf or hard of hearing must be given specific information about communication, language, and all available educational options and culture. This information will include, but not be limited to, the use of American Sign Language (ASL), information about deaf culture, and descriptions of all appropriate educational options including those at the TSD.

A visual impairment has a significant impact on incidental learning and concept development. Therefore, assessment and services to a child with a visual impairment and the family must focus on providing structured opportunities for the child to interact with a variety of environments. Emphasis must be placed on the development of basic concepts, orientation, mobility, and social skills through a multi-sensory approach to learning.

Services to children with auditory and/or visual impairments, ages birth through two, should be delivered directly or indirectly by staffs from the Interagency Council for Early Childhood Intervention (ECI), local ECI programs, LEAs including the TSD and RDSPD and charter schools, and the Texas Education Agency (TEA) working as a team in all activities. Services may also be delivered by other providers. Regardless of the provider, staffs must work together to achieve ongoing collaboration concerning children and families.

IV.

Definitions

American Sign Language (ASL) is a fully developed and natural language. It is not a derivative of English; ASL contains structure and processes that English does not. ASL is a complete language with its own unique grammar and is not a simplified language.

Auditory Impairment (AI) refers to a serious hearing loss even after corrective medical treatment or use of amplification. "Auditory impairment" may be used interchangeably with "auditorily handicapped," "hearing impaired," or "deaf or hard of hearing." "Deaf or hard of hearing" is the term most acceptable to persons who are deaf or hard of hearing and is used throughout this agreement.

Certified Orientation and Mobility Specialists (COMS) provide O&M instruction and must be certified by the Academy for Certification of Vision Rehabilitation and Education Professionals.

Charter Schools refers to public schools created under Chapter 12 of the Texas Education Code. Charter schools have the same relationship to ECI under this MOU as other public schools.

Child Find activities and strategies designed to locate and identify, as early as possible, infants and toddlers with developmental delay.

Communication Assessment refers to an assessment, which is part of the full individual evaluation (FIE) for a student who has an auditory impairment. This assessment includes results of formal and informal measures, as well as strengths and weaknesses in the areas of speech, speech reading, fingerspelling, audition, oral language, sign language, written language, and general functional communication ability.

Deaf-blind refers to a combination of a hearing and visual loss, after best correction, that adversely affects the child's development. A child who is deaf-blind 1) meets the eligibility criteria for an auditory impairment and a visual impairment; or, 2) meets the eligibility criteria for a student with a visual impairment and has a suspected hearing loss that cannot be demonstrated conclusively, but a professional who is certified by TEA to practice speech therapy or licensed in Texas as a speech-language pathologist, indicates there is no speech at an age when speech would normally be expected; or, 3) has documented hearing and visual losses that, if considered individually, may not meet the requirements for auditory impairment or visual impairment, but the combination of such losses adversely affects the development; or 4) has a documented medical diagnosis of a progressive medical condition that will result

in concomitant hearing and visual losses that, without early intervention, will adversely affect the student's development.

Deaf Culture refers to the American Deaf Culture with members who may live in different geographic communities across the United States and who use ASL.

Education Service Centers (ESC) refers to the 20 regional educational service agencies that provide leadership, training, and technical assistance in the area of special education for children with disabilities in accordance with the Texas Education Agency's focus on increasing student achievement

Functional Vision Evaluation refers to an assessment of how a child uses residual vision for routine tasks in everyday settings. The purpose is to determine (1) whether the visual condition is interfering with the learning process, (2) the quality and quantity of the functional vision, and (3) which intervention strategies such as environmental modifications are needed. It is performed by a professional certified in the education of children with visual impairments or a certified orientation and mobility specialist. The evaluation must include the performance of tasks in a variety of environments requiring the use of both near and distance vision and recommendations concerning the need for a clinical low vision evaluation and an orientation and mobility evaluation.

Hearing Impaired Certificate is a teaching certificate granted by the State Board for Educator Certification (SBEC) to individuals who meet requirements set forth in 19 TAC Section 230.195.

Individualized Family Service Plan (IFSP) refers to a written plan developed by the interdisciplinary team based on all assessment and evaluation information, including the family's description of their strengths and needs, which outlines the early intervention services for the child and the child's family.

Lead Agency refers to the agency responsible for ensuring that all infants and toddlers, ages birth through two, receive services they are entitled to, including children who are visually and/or auditorily impaired. While the language and intent of Part C of IDEA recognize the importance of interagency responsibility for providing or paying for appropriate services, it is essential that the ultimate responsibility remains in a lead agency so that families can hold one state agency accountable for the services they are eligible to receive. The ECI is the lead agency for Part C services in Texas. However, nothing in the text of this agreement is intended to limit the access, provision, array, or location of services by other service agencies for which these children are entitled.

Learning Media Assessment refers to an evaluation of visual abilities to determine (1) if a child has a need for special services because of a visual loss, (2) the student's primary learning media and primary literacy medium, (3) if the child is functionally blind, and (4) strategies and modifications for teaching the

child. A professional with a Visually Handicapped Endorsement performs this assessment. The assessment must include recommendations concerning which specific visual, tactual, and/or auditory learning media are appropriate for the child and whether there is a need for ongoing assessment in this area.

Local Education Agency (LEA) refers to local school districts, charter schools, the RDSPD, and the TSD.

Low Vision Evaluation refers to a clinical evaluation by an ophthalmologist or optometrist who has specialized in low vision services.

Orientation and Mobility (O&M) Services refer to services provided to children with a visual impairment by a COMS to enable those children to attain systematic orientation to and safe movement within their environments in school, home, and community. It includes teaching children the following, as appropriate:

- spatial and environment concepts and use of information received by the senses (such as sound, temperature and vibrations) to establish, maintain, or regain orientation and line of travel;
- to use the long cane to supplement visual travel skills or as a tool for safely negotiating the environment for students with no available travel vision;
- To understand and use remaining vision and distance low vision devices; and other concepts, techniques, and tools.

Part C refers to Part C of the Individuals with Disabilities Education Act (IDEA) Amendments of 1997.

Quota Funds refers to a federal appropriation to the American Printing House for the Blind, Inc. (APH) to manufacture and furnish materials specially adapted for instruction of individuals who are blind. These materials are distributed free to public institutions proportionally based on their number of students who are legally blind. The number is established by the annual registration of students with visual impairments conducted by the APH. Texas' share of these funds is held in escrow at the American Printing House. As orders from LEAs for materials are processed, their costs are drawn against that account.

Regional Day School Program for the Deaf (RDSPD) is a program established by the Texas legislature and operated by the TEA in partnership with local education agencies to provide comprehensive education services to children who are deaf and hard of hearing on a statewide basis through the public schools. Any child who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance is eligible for consideration for the RDSPD subject to the IFSP recommendations.

Screening refers to a process to systematically determine which children are at high risk of having or developing an auditory or visual loss that will potentially result in the need for the specialized services of a qualified teacher who has a Hearing Impaired Certificate or a Visually Handicapped Endorsement. The screening process will include criteria for referral for additional assessment, a tool to be used by local ECI program staff, and, if indicated through the use of the tool, an otological and audiological evaluation, and/or an examination by an ophthalmologist or optometrist. The result of the screening process will be appropriate referrals to LEAs for a communication evaluation and/or FVE and LMA.

Texas School for the Deaf (TSD) is an LEA (for the purposes of this MOU) that is located in Austin and serves students who are deaf on a statewide basis. The TSD serves eligible students ages 0 through 21.

Visually Handicapped Endorsement is an endorsement to a teaching certificate granted by the SBEC to individuals who meet requirements set forth in 19 TAC Section 230.199 (c)(7).

Visual Impairment refers to no vision or a serious visual loss after correction, or a progressive medical condition that will result in no vision or a serious visual loss after correction, as determined by a licensed ophthalmologist or optometrist, and a need for special services as determined by a functional vision evaluation (FVE) or a learning media assessment (LMA).

V.

Responsibilities

- A. The Interagency Council on Early Childhood Intervention (ECI):
1. Is the lead agency responsible for ensuring that a statewide system of services is available as per Part C to all infants and toddlers with disabilities birth through two.
 2. Ensures that all children who meet the eligibility criteria of Part C will receive an IFSP.
 3. Identifies, provides, or accesses all services for children, birth through two, with auditory and/or visual impairments, including the development of an IFSP in coordination with the LEA within 45 days of referral.
 4. Ensures that each local ECI program will:

- a. Screen all children for auditory and visual impairments using screening criteria jointly developed by the participants in this agreement including the following where indicated:
 - i. An evaluation by an eye doctor;
 - ii. An otological examination performed by an otologist or by a licensed medical doctor with documentation that an otologist is not reasonably available;
 - iii. An audiological evaluation by a certified audiologist.
 - b. With parental consent, refer all children who, according to the screening criteria, have or are suspected of having a visual and/or auditory impairment to the LEA for an evaluation by a teacher certified to teach children with a visual and/or auditory impairment, whichever is appropriate; and
 - c. Coordinate service delivery with the LEA and other service agencies.
5. Ensures that all children who are referred to the LEA for evaluation according to the screening criteria jointly developed by the TEA and ECI related to a visual impairment will receive the following:
- a. A functional vision evaluation and learning media assessment by a teacher with a Visually Handicapped Endorsement;
 - b. Consultation by a teacher with a Visually Handicapped Endorsement who will provide information and recommendations to the local ECI program assessment team;
 - c. Attendance of a teacher with a Visually Handicapped Endorsement at the initial and annual IFSP meetings, and at other IFSP meetings when issues related to or impacted by the visual impairment will be addressed; and
 - d. When included in the IFSP, services by a teacher with a Visually Handicapped Endorsement and/or a certified orientation and mobility specialist, and instructional materials through Quota Funds.
6. Ensures that all children who are referred to the LEA, for evaluation as determined by screening criteria jointly developed by the TEA and ECI related to an auditory impairment will receive the following:
- a. A communication assessment, including sign language, conducted by a teacher with a Hearing Impaired Certificate or other professionals who are qualified to work with children with auditory impairments;
 - b. Attendance of a teacher with a Hearing Impaired Certificate at each initial and annual IFSP meetings and at other IFSP meetings

when issues related to or impacted by the auditory impairment will be addressed; and

- c. When included in the IFSP, services provided by a teacher with a Hearing Impaired Certificate.
7. Ensures that all members of the IFSP team, including the teacher with a Hearing Impaired Certificate and/or the teacher with a Visually Handicapped Endorsement, will be invited through a 10-day prior written notice to attend each initial, six month, and annual IFSP meetings.
8. Ensures that the teacher with a Hearing Impaired Certificate and/or the teacher with the Visually Handicapped Endorsement, will have an opportunity to review the IFSP addendums developed during meetings which did not address issues related to the auditory or visual impairment. In the case of disagreement with IFSP changes, within five days of receipt of the revised IFSP, the teacher must request in writing that the IFSP team reconvene.
9. Ensures that all families referred for services receive all rights and procedural safeguards as outlined in Part C.
10. Ensures that the 1993 total \$85,373 Chapter 1 Handicapped federal funds for children with auditory impairments, birth through two, who are receiving services through the RDSPD or TSD, will be transferred back to the TEA.
11. Pays transportation costs in excess of the amount to which the LEA is entitled for transportation costs under Texas Education Code Section 42.155 in the delivery of transportation services under this MOU.

B. The Texas Education Agency (TEA):

1. Ensures that within two working days from the date that a "Child-Find" referral is received by an ESC or LEA, the referral will be forwarded to an ECI program.
2. Ensures that the level of state and federal services and resources used to provide services for children, birth through two years of age, with auditory impairments and/or visual impairments will be maintained or increased unless changed by federal or state statutes and regulations.
3. Ensures that the LEA will provide transportation services and use to the maximum extent allowable all funds to which the LEA is entitled under Texas Education Code Section 42.155 for the delivery of transportation services provided by the LEA pursuant to Part C.
4. Ensures that the LEA will provide for all children, birth through two years of age, referred with identified or suspected visual impairments as a result of the screening process:
 - a. A functional vision evaluation and learning media assessment;

- b. An orientation and mobility evaluation screening and, if indicated, an orientation and mobility evaluation; and
 - c. A teacher with a Visually Handicapped Endorsement to consult with the local ECI program assessment team in planning all aspects of the child's assessment and to participate as a member of the interdisciplinary team to determine eligibility and to develop the IFSP.
- 5. Ensures that the LEA will provide for children with identified visual impairments, birth through two years of age:
 - a. A teacher with a Visually Handicapped Endorsement to attend as a member of the interdisciplinary team, each annual IFSP meeting and each IFSP meeting that addresses issues related to and impacted by the visual impairment;
 - b. Services by a teacher with a Visually Handicapped Endorsement and an orientation and mobility specialist, as specified by the IFSP;
 - c. Materials that are available through Quota Funds as specified by the IFSP; and
 - d. Registration of each child on the Annual Registration of Students with Visual Impairments; and as appropriate, on the Deaf-blind Census.
- 6. Ensures that the LEA will provide for all children, birth through two years of age, referred with identified or suspected auditory impairments as a result of the screening process:
 - a. Assessments required to determine the need for services or adaptive equipment related to the auditory impairment;
 - b. A teacher with a Hearing Impaired Certificate to consult with the local ECI assessment team in planning all aspects of the child's assessment and to participate as a member of the interdisciplinary team to determine eligibility, to develop the IFSP, and to serve as service coordinator when designated by the IFSP; and
 - c. Necessary instructional support to ensure that a child with an auditory impairment has access to appropriate communication which may include American Sign Language (ASL), information about deaf culture and all educational options, including TSD, as appropriate.
- 7. Ensures each LEA, will provide for children with identified auditory impairments, birth through two years of age:
 - a. Services by a teacher with a Hearing Impaired Certificate as specified by the IFSP;
 - b. A teacher with a Hearing Impaired Certificate to attend as a member of the interdisciplinary team each initial and annual IFSP

meeting and each IFSP meeting that addresses issues related to and impacted by the auditory impairment;

- c. Coordinated service delivery with the local ECI program; and
 - d. Registration of each child on the Annual Texas Survey of Deaf and Hard of Hearing Children and Youth.
8. Ensures the teacher with a Hearing Impaired Certificate and/or the teacher with a Visually Handicapped Endorsement will respond in writing to the 10-day prior written notice of the initial, six-month review, and annual IFSP meetings, to indicate the intention to attend or not attend or the need to reschedule.
 9. Ensures that each LEA will adopt and meet all Part C requirements, including but not limited to, a family-focused process, flexible hours, full-year services, time lines, and procedural safeguards for children, birth through two years of age.
 10. Ensures that each LEA will enroll all children, birth through two years of age, with visual and/or auditory impairments who need specialized services and include them in the Public Education Information Management System (PEIMS).
 11. Ensure that each LEA will cooperate fully with all complaint investigations conducted under Part C or the Family Educational Rights and Privacy Act (FERPA) and all data collection efforts to the extent permitted by law.
 12. Recognizes that the IFSP and IFSP team meeting will replace the individualized education program (IEP) and the admission, review and dismissal (ARD) committee for children birth through two with visual and/or auditory impairments.

C. The ECI and the TEA jointly will:

1. Provide training to the ESCs, LEAs, and local ECI personnel on this agreement.
2. Revise ECI vision and hearing screening materials and establish screening referral criteria procedures, as needed, so that all appropriate children are referred to the LEA and other service agencies.
3. Coordinate monitoring efforts of the TEA and ECI in compliance with Part C and with state law related to children with auditory and/or visual impairments and this agreement.
4. Coordinate Child-Find efforts.
5. Establish clear access to the service system regardless of the point at which a child enters the system.
6. Review proposed rules, policies, and procedures related to this MOU.

7. Implement findings from the ECI complaint process.
8. Review this MOU biennially or more frequently as needed by either or both parties.

VI.

Complaint Process

1. The ECI is responsible for processing and investigating complaints as outlined in Part C. The TEA is responsible for ensuring that complaints received through the TEA complaint process involving children with auditory and/or visual impairments, birth through two, are forwarded to ECI.
2. Both ECI and the TEA will review complaints involving children with auditory and/or visual impairments, birth through two, in a cooperative manner and will conduct investigations cooperatively.
3. Upon receipt of a complaint involving an LEA, ECI will notify the TEA regarding the complaint and forward a copy of the complaint.
4. The ECI will forward all findings, determinations, and corrective action plans resulting from the investigation to the TEA.

VII.

Dispute Resolution

1. Intra-agency Disputes. Intra-agency disputes concerning the implementation of this MOU shall be resolved in accordance with each agency's established policies and procedures.
2. LEA Disputes. Disputes concerning implementation of this MOU between LEAs or between an LEA and a party to this MOU should first be resolved at the local level, if possible. The specific issues involved in the dispute and possible solutions shall be identified and referred to the local officials authorized to make the decisions necessary to resolve the dispute. If local resolution is not possible after a reasonable time period, the interagency dispute should be referred to the executive officers of the respective state agencies for further negotiations toward a mutually agreeable resolution. LEAs submitting to the state agency level shall identify the:
 - a. Nature of the dispute;
 - b. Resolutions agreed upon at the local level;

- c. Issues that remain unresolved at the local level; and
- d. Local contact persons.

The appropriate state officials shall then meet to seek resolution of the dispute pursuant to the process described herein.

3. State Agency Disputes. Disputes concerning implementation of this MOU between ECI and the TEA must first be resolved at the staff level (if no local agency is involved) or at the local level as set forth above, if possible.
4. Mediation. If either one or both of the executive officers determine that the dispute cannot be resolved at their level, ECI and the TEA shall pursue resolution through the use of mediation pursuant to the Governmental Dispute Resolution Act, Chapter 2009, Government Code. The mediator shall make such arrangements and decisions respecting the conduct of the proceedings as needed in the sole discretion of the mediator. The costs of mediation shall be borne equally by ECI and the TEA.
5. Binding Arbitration. If ECI and the TEA fail to reach agreement through mediation pursuant to the Governmental Dispute Resolution Act, the following procedures shall be followed:
 - a. The ECI and the TEA shall each select one impartial third party pursuant to Section 2009.053, Government Code.
 - b. The impartial third parties selected by ECI and the TEA shall jointly select another impartial third party who must be a person eligible to serve as impartial third party pursuant to Section 2009.053, Government Code. The person selected shall be the arbitrator of the dispute.
 - c. The arbitrator selected by the impartial third parties selected by ECI and the TEA shall arbitrate the dispute pursuant to Section 154.027, Texas Civil Practice and Remedies Code. The arbitrator shall make such arrangements and decisions respecting the conduct of the proceedings as needed in the sole discretion of the arbitrator. The costs of arbitration shall be borne equally by ECI and the TEA. The parties hereby stipulate in advance that the decision of the arbitrator shall be binding and enforceable against both parties pursuant to Section 154.027(b), Texas Civil Practice and Remedies Code.

VIII.

Terms of Agreement

This Memorandum of Understanding (MOU) will be reviewed annually by the signatory agencies. This MOU may be expanded, modified, or amended at any time upon the mutual agreement of ECI and TEA.

This MOU is effective upon signature by all parties, and shall continue in effect until rescinded by any of the participating agencies upon the giving of at least thirty (30) days written notice to the other agency.

A periodic review of this MOU shall be conducted by the participating local agencies to determine whether the functions of each agency are being properly executed.



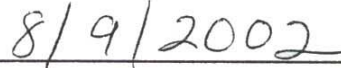
FELIPE ALANIS
Commissioner of Education
Texas Education Agency



MARY ELDER
Executive Director
Texas Interagency Council of Early
Childhood Intervention



Date



Date