

Interagency Agreement

Among

The Department of Education, Special Education Programs

And

The South Dakota Board of Regents (on Behalf of Itself)

For

South Dakota Services for the Deaf

And

South Dakota School for the Blind and Visually Impaired

Effective Date: September 1, 2024

Table of Contents

Article One: Parties to Agreement

Article Two: Purpose

Article Three: Roles and Responsibilities

A. Department of Education, Office of Special Education

B. Department of Education, Local Educational Agencies

C. Board of Regents

Article Four: Financial Responsibility

Article Five: Interagency Dispute Resolution Procedures

Article Six: Terms of Agreement

Attachment:

A. Interagency Agreement Contacts

B. SDSA Policies and Agreements

C. SDSBVI Policies and Agreements

Article One: Parties to Agreement

The South Dakota Board of Regents (BOR), on behalf of itself and the South Dakota Services for the Deaf (SDSD) and the South Dakota School for the Blind and Visually Impaired (SDSBVI), and the South Dakota Department of Education, Division of Special Education and Early Learning (DOE), enter into this Interagency agreement. All of these parties to the Agreement are hereafter collectively referred to as “the parties.”

Article Two: Purpose

This Agreement is intended to fulfill the requirements of Part B (Part B) of the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et seq. (IDEA). The purpose of this Agreement is to identify and define the financial responsibilities of the Parties to this Agreement and to facilitate the provision and coordination of services for all children, youth and adults who are IDEA eligible.

The parties recognize the responsibility to develop and implement programs to meet the educational needs of eligible students. Therefore, the purpose of this agreement is to ensure collaboration in the development and implementation of individual education programs (IEPs) for the provision of special education or special education and related services to ensure that eligible students receive a free appropriate public education (FAPE) pursuant to applicable federal and state regulations with particular emphasis on:

1. Child Find
 - a. The parties agree that it is the intent of ARSD chapters 24:05:22 (Child Identification), 24:05:23 (Requirements for Child Evaluators), 24:05:24 (Referral Procedures), 24:05:24.01 (Eligibility Criteria), and 24:05:25 (Evaluation and Placement Procedures) to ensure children with hearing and/or visual disabilities are appropriately identified and evaluated as early as possible.
 - b. For purposes of facilitating family access to critical educational resources, the parties will, to the extent permitted by law, share data and student referral information pursuant to ARSD § 24:14:15:02, that an infant or child has been identified as having a hearing and/or visual impairment.
 - c. The parties will cooperate to work with other government agencies to facilitate the involvement of educational agencies in early intervention programs designed to assure the provision, coordination and management of state services directed towards meeting the language, cognitive, emotional and social development needs of children with vision and/or hearing loss.
2. Transition of students from school to adulthood
 - a. Transition services are an important part of the continuum of services for students with hearing and/or visual disabilities who are identified in need of

special education. The IDEA and the Rehabilitation Act (as amended by the Workforce Innovation and Opportunity Act of July 22, 2014) mandate education and vocational rehabilitation services work together to ensure appropriate transition services for students. The parties agree to collaborate in all activities in the area of transition to promote students to live independently and work in competitive integrated employment as adults.

3. Special considerations for students with hearing and/or visual disabilities in the development of each child's IEP.
 - a. In the case of a child who is blind or visually impaired, the IEP must provide for instruction in Braille and the use of Braille unless the IEP team determines, after an evaluation of the child's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the child's future needs for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the child.
 - b. The IEP must also consider the communication needs of the child. In the case of a child who is deaf or hard of hearing, the team must consider the child's language and communication needs, opportunities for direct communications with peers and professionals in the child's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the child's language and communication mode.

4. Staff development
 - a. The parties agree to work cooperatively and collaboratively to build capacity of qualified staff to meet the needs of children with hearing and/or visual disabilities across the state.
 - b. The parties agree to work collaboratively to ensure that qualified professional and paraprofessional staff are working with children and adults with hearing and/or vision loss. Staff training, public information, and parent training will be the focus.

Article Three: Roles and Responsibilities

The parties are committed to the assurance of appropriate educational services for students with disabilities as identified by the IDEA and Section 504 of the Rehabilitation Act of 1973, South Dakota Codified Law (SDCL) chapter 13-37 (Special Assistance and Related Services), and the Administrative Rules of South Dakota (ARSD) Article 24:05 (Special Education).

The SDSD and SDSBVI will provide a continuum of services and supports to assist local education agencies (LEAs) to make a FAPE available to students whose hearing and/or visual impairments . Services may include: outreach services directly and through consultation with LEAs; lending library and related materials access for students and their families and LEAs

across the state; in-service training; coordinated services for students served by SDBVI; evaluation; related technical assistance; extended school year; and transition supports and services.

A. Department of Education, Office of Special Education

1. The DOE will ensure compliance of all public agencies serving students with disabilities with the requirements of IDEA.
2. Although no LEAs are parties to this Agreement, the DOE is the participating agency with oversight of LEAs. Therefore, whenever an LEA is designated herein to carry out a specific function or is tasked with a specific obligation, it is understood by the parties hereto that the DOE shall be responsible for the enforcement of the function or obligation to be performed by the LEA.
3. The DOE will monitor the provision of special education or special education and related services to students at the SDSBVI. The DOE will conduct reviews of the educational programs on a cyclical basis to ensure compliance with applicable federal and state regulations. The DOE will identify specific technical assistance or enforcement actions aligned with each review and issue the facility or LEA a corrective action plan to outline steps and timelines for correcting the non-compliance. The DOE shall ensure timely correction within a year of all non-compliance.
4. The DOE is responsible for overseeing the IDEA dispute resolution options available under IDEA. The federal special education laws require that parents or the adult student have access to due process procedures to resolve concerns about IEPs or with the implementation of those IEPs.
5. The DOE will provide technical assistance and training related to the provisions of IDEA and applicable state law and rules.
6. The DOE will coordinate with the SDSD and SDSBVI to inform LEAs about the range of services available, including outreach services and alternative placement opportunities.
7. The DOE will gather data regarding the incidence and individual needs of children with hearing and/or visual disabilities, both as primary and as secondary disabling conditions, to inform programing and meet reporting requirements.
8. The DOE agrees to make efforts to obtain such legally authorized identifying information and notify the SDSD and SDSBVI of this information prior to an infant reaching six months of age.

B. Local Education Agencies

1. The LEA will initiate and conduct placement committee meetings to determine a student's eligibility for special education or special education and related services, and to develop an IEP. ARSD Chapter 24:05:27.
2. The LEA will initiate and coordinate with SDSBVI and SDSD access to outreach services, consultation, evaluation, training, lending library and related material access, extended school year, transition, and other services as needed.
3. The LEA placing a student at the SDSBVI will remain the responsible entity to ensure a FAPE and will coordinate with SDSBVI for all required meetings, evaluations, and provision of services. The LEA will co-chair IEP teams convened at the SDSD and SDSBVI, and the LEA will provide special education or special education and related services identified by the IEP team as necessary for a student's FAPE not otherwise available at the SDSD and SDSBVI.
4. The LEA will maintain individual student files and enrollment records, including permission to release information and invite outside agencies. SDSBVI and SDSD will provide the necessary information in either entity's custody to the LEA for maintenance of individual student files.

C. Board of Regents: SDSD and SDSBVI

1. Although SDSD and SDSBVI are not parties to this Agreement, the BOR is the participating agency with oversight of SDSD and SDSBVI. Therefore, whenever SDSD and SDSBVI are designated herein to carry out a specific function or are tasked with a specific obligation, it is understood by the parties hereto that the BOR shall be responsible for the enforcement of the function or obligation to be performed by the SDSD and SDSBVI.
2. The SDSD and SDSBVI will each develop and promote information and awareness activities designed to seek and inform parties with the intent to find children with hearing and/or visual disabilities and help families make informed decisions.
3. The SDSD and SDSBVI will support LEAs to ensure students are evaluated by individuals who have both certification and experience in understanding the specific needs of the suspected disability and its relationship to educational planning for each child. For a child with a hearing and/or vision disability, experienced professional(s) will be actively involved in the IEP team process. These professionals will be skilled in interpretation of medical evaluations and will have direct experience in planning for the educational needs of students with these disabilities. The direct, active involvement of these professionals in the IEP team process will assure full consideration of all placement

options when working with the team to plan for an appropriate educational program for each student with a hearing and/or vision disability. SDCL 13-33B-1 (Program for deaf/hard of hearing).

4. The SDSBVI agrees to cooperate in accountability activities and work with the DOE in resolution of any compliance issues. The parties agree that DOE has the responsibility under IDEA to monitor the educational programs at the SDSBVI in order to ensure compliance with IDEA. As such, the DOE has the responsibility to oversee corrective actions as a result of compliance monitoring.
5. The BOR agrees to provide facilities, equipment, and personnel to carry out the mission and services provided by SDSD and SDSBVI.
6. The SDSD and SDSBVI will each identify staff members as liaisons in order to facilitate consistent communication, evaluate programs' effectiveness, and identify and resolve any issues in implementation of the terms of this agreement.
7. The SDSD and SDSBVI will plan and make available extended school year programming to in particular to focus on communication and orientation and mobility.
8. Successful LEA based educational programming for children with vision and/or hearing loss requires close coordination among a variety of educational specialists, those having expertise in academic subject matter, those with expertise in special education, those with expertise in educating students with vision and/or hearing loss, the SDSD and SDSBVI have established outreach programs to facilitate LEA and family access to persons who have such expertise. The parties agree that the operation of outreach programs will benefit from close cooperation and collaboration. In order to ensure that children with vision and/or hearing loss have access to necessary education programs, the parties agree that effective oversight of outreach programs requires a formal, informed assessment of program services. The SDSD and SDSBVI will cooperate and collaborate with the DOE in development of methods, protocols, and instruments to collect opinions and information from LEA staff and parents for use in monitoring engagement with outreach programs, satisfaction with services and appropriateness of program resources.
9. When a student is placed at SDSBVI, they will assume responsibility for delivery of services outlined in the student's existing IEP or if the service is not available at the SDSBVI they will coordinate with the LEA to ensure the service is provided. Services will continue until such time as amended or a new IEP has been developed.
10. The SDSD and SDSBVI will acquire a release of information to share information on students with the LEA who were referred by other agencies or directly by parents/guardians in order to coordinate evaluations, services and supports.

11. The SDSBVI and SDSD will maintain and share enrollment information with the LEA and/or DOE as necessary to meet state and federal reporting requirements.
12. The SDSBVI and SDSD will provide within the scope of the mission and support LEAs to provide Pre-Employment Transition Services (Pre-ETS) (Section 113 of Rehabilitation Act) for students with hearing and/or visual disabilities prior to graduation. Pre-ETS consist of:
 - a. Job Exploration Counseling;
 - b. Work-based Learning Experiences;
 - c. Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Education Programs;
 - d. Workplace Readiness Training; and
 - e. Instruction in self-advocacy
13. The SDSBVI and SDSD will provide information to LEAs, parents and students describing unique features of transition services for children with hearing and/or vision loss and programs/services available to assist these students with transition services.
14. In the event that a parent or adult student initiates a due process complaint, the applicable entity shall cooperate fully in resolution sessions, or any meetings with parents or the adult student to attempt to resolve the concern, in mediation sessions, if any, and in preparing for and participating in any formal hearings.

Article Four: Financial Responsibility

1. The constitution obligates the BOR to maintain primary control over the SDSD and SDSBVI, and will appropriately budget, allocate and expend funds to meet the mission of the programs.
2. The BOR may receive IDEA funds from the DOE for professional development and the provision of special education and related services related to the roles and responsibilities outlined in this agreement.

The LEA will remain the responsible entity to ensure a FAPE and receive local, state and federal funds based on the appropriate funding formulas. This includes but is not limited to providing transportation or reimbursement for transportation to families to access evaluations at the SDSD and SDSBVI, attend IEP meetings, and for student participation in programs as outlined in the IEP. LEAs will be responsible for reimbursement at the state-designated rate or rate agreed on in the IEP.

Article Five: Interagency Dispute Resolution Procedures

A. Dispute Resolution between the SDDS or SDSBVI and a LEA

If a dispute arises between the SDDS or SDSBVI and a LEA concerning the identification, evaluation or educational placement of a child with a disability, or the provision of a FAPE to the child, and if such disputes cannot be resolved through other procedures, such as those established pursuant to ARSD chapter 24:05:15 (Appeals) or 24:05:30 (Procedural Safeguards), the process described herein will be available to the SDDS and SDSBVI and a LEA. During the pendency of the dispute resolution process, the parties will ensure that services required to provide a FAPE will continue. Disputed service(s) currently being provided will continue until the outcome of the dispute resolution process. The implementation of disputed service(s) not previously provided will be pursuant to a decision reached through the described resolution process.

1. All attempts must be made to resolve disputes at the lowest possible level. Resolution attempts could include but are not limited to: conferencing with the appropriate individuals involved or performing other fact finding activities.
2. Mediation between the SDDS or SDSBVI, and a LEA will be conducted at a mutually agreed-upon time and location. The cost of the mediator will be covered by the DOE. Cost of attending the mediation and representation by legal assistance is the responsibility of the affected parties.
3. If disputes cannot be resolved by mediation, a written explanation of the dispute will be sent to the DOE Director of Special Education and Early Learning, the superintendent of the SDDS or SDSBVI, and the superintendent of the LEA. These individuals, in consultation with each other, shall review the issues and make a determination as to how the dispute should be resolved. The decision will be shared in writing with each level involved within twenty (20) calendar days of receipt of request for the determination and will include reasons for the decision.
4. If a resolution is not obtained the matter will be referred to the Secretary of the South Dakota DOE and the Executive Director of the BOR. These individuals will jointly make a final determination with 30 calendar days.

B. Dispute resolution between the DOE and SDDS and/or SDSBVI

If a dispute arises between the DOE and SDDS and/or SDSBVI that cannot be resolved through other means, the resolution process described herein will be available. During the pendency of the dispute resolution procedures described herein, DOE and SDDS will ensure that services required to provide a FAPE will continue.

All attempts will be made to resolve disputes at the lowest possible level.

1. When disputes cannot be resolved by the designated department representatives, a written explanation of the dispute will be sent to the DOE Director of Special Education

and Early Learning and the superintendent of the SDSD and/or SDSBVI. These individuals, in consultation with each other, shall review the issues and make a determination as to how the dispute should be resolved. The decision will be shared in writing with each level involved within twenty (20) calendar days of receipt of request for the determination and will include reasons for the decision.

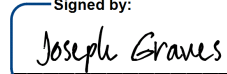
- 2. If a resolution is not obtained through this process, then the matter will be referred to the Secretary of the DOE and the Executive Director of the BOR. These individuals will jointly make a final determination with 30 calendar days.

Article Six: Terms of Agreement

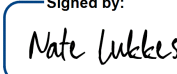
The terms of this agreement shall begin on the 1st day of July, 2024 and shall remain in effect until terminated or amended by mutual agreement of the parties. Any termination or amendment must be in writing and signed by authorized representatives of all parties within a reasonable time or parties must enter in the dispute resolution process outlined herein.

This agreement shall be reviewed by all parties at least every three years and evaluated regarding the need for amendments. This agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.

The BOR has the full authority to enter into and secure performance of this agreement on behalf of the South Dakota Board of Regents, the SDSD and the SDSBVI, and the DOE has full authority to enter into and secure performance of this agreement on behalf of the South Dakota Department of Education. Each individual signing this agreement has been properly authorized to enter into this agreement.

Signed by:

0526C8418CCC4B5...
_____, Secretary, South Dakota Department of Education,
Dr. Joseph Graves

Signed this 17th day of September, 2024.

Signed by:

06A604627A1445A...
_____, Executive Director, South Dakota Board of Regents,
Nathan Lukkes

Signed this 18th day of September, 2024.

Attachment: Interagency Agreement Contacts

Department of Education, Special Education Programs

Area	Contact	Contact Information
Financial Responsibility	Linda Turner	Linda.Turner@state.sd.us
Interagency Dispute Resolution	Linda Turner	Linda.Turner@state.sd.us
Roles and Responsibilities of DOE & LEAs	Special Education Programs Region Representative	See region rep contact list at: https://doe.sd.gov/sped/

Board of Regents

Area	Contact	Contact Information
Financial Responsibility	Alayna Snyder	Alayna.snyder@sdbor.edu
Interagency Dispute Resolution	Holly Farris	Holly.Farris@sdbor.edu
Roles and Responsibilities of BOR	Kami Van Sickle, SDSD Jessica Vogel, SDSBVI	Kami.vansickle@sdsd.sdbor.edu SDSD Policies and Agreements https://sddeaf.org/ Jessica.vogel@sdsbvi.northern.edu SDSBVI Policies and Agreements https://sdsbvi.org/