

Contact: Patrick Clancy

STATEWIDE VISION AGREEMENT

Actions Requested:

1. Approve the Intergovernmental Agreement between the Board of Regents, Iowa Department of Education, Iowa Department for the Blind and Iowa Association of Area Education Agencies
2. Receive information on the Iowa Statewide System for Vision Services Operating Procedures to modify and continue the structure for the Management Team for Iowa Educational Services for the Blind and Visually Impaired.

Executive Summary:

On February 7, 2008, the Board of Regents, State of Iowa, and the Iowa Department of Education entered into a cooperative agreement along with the organization of Area Education Agencies and Iowa Department for the Blind for the collaboration of statewide services for the blind and visually impaired. This cooperative agreement has been in operation for five years and this request is for modifications and continuation of the agreement. The collaborative agreement has provided the structure and support for statewide services and has advanced the goals set forth with the creation of the statewide system. A brief history of the development of this agreement follows.

In 2005-06, a Coordinating Council, jointly appointed by the Board of Regents, State of Iowa, and the State Board of Education, developed recommendations for a preferred future for services to blind and visually impaired children of Iowa. One of these recommendations was to centralize administration and coordination of service providers, assistive technology, and regional centers to allow for the allocation of available resources to achieve maximum effectiveness.

Goals of the Statewide System for Vision Services were developed as follows:

- Provide equitable access to a continuum of high quality services for all students in Iowa who are blind or visually impaired, including those with multiple disabilities;
- Assure an adequate supply of highly trained teachers of the visually impaired and orientation and mobility specialists;
- Assure adequate and professional supervision, ongoing professional development and equitable job assignments for professionals working with blind and visually impaired students;
- Eliminate duplication in service delivery by creating a seamless coordinated system of services to blind and visually impaired students across multiple funding sources and agencies responsible for this population;
- Maintain a center of excellence in Iowa for discipline specific expertise at IBSSS.

The Coordinating Council determined that a centralized system to provide management and coordination of the statewide system was essential for the following reasons:

- Number of agencies with legal responsibilities for providing services to this population;
- Small number of students (approximately 500 statewide);

- Challenges of service delivery in the rural areas of Iowa;
- Highly technical nature of the services;
- Difficulty in recruiting staff; and
- Need for high quality teacher preparation and ongoing professional development.

In order to continue the cooperative agreement of Iowa Educational Services for the Blind and Visually Impaired, Board approval of the Intergovernmental Agreement is requested. This Agreement modifies and continues the cooperative agreement for the operation of the Iowa Educational Services for the Blind and Visually Impaired through collaborative efforts of the Board of Regents, State of Iowa, the Iowa Department of Education, Iowa's Area Education Agencies and the Iowa Department for the Blind.

The Board is also being provided a copy of the Iowa Statewide System for Vision Services Operating Procedures. The Operating Procedures were revised June of 2013, and modify and continue the structure for the Management Committee established under the Intergovernmental Agreement. The Management Committee provides direction for the development, operation, maintenance and improvement of the Iowa Educational Services for the Blind and Visually Impaired. The membership of the Management Committee consists of the Superintendent/Administrator of statewide services and representatives of the Department of Education, the Department for the Blind, and the Area Education Agencies.

INTERGOVERNMENTAL AGREEMENT

By and between

**BOARD OF REGENTS, STATE OF IOWA
(Governing body of Iowa Braille and Sight Saving School)**

And

IOWA DEPARTMENT OF EDUCATION

And

IOWA AREA EDUCATION AGENCIES

And

IOWA DEPARTMENT FOR THE BLIND

The Board of Regents, State of Iowa (BOR), the governing body for the Iowa Braille and Sight Saving School (IBSSS), the Iowa Department of Education (DOE), the Iowa Area Education Associations (AEA), and the Iowa Department for the Blind (Blind) agree to work cooperatively to provide appropriate programs and services for Iowa's students who are blind or visually impaired in accordance with all applicable federal and state statutes and regulations. To provide the services agreed upon, the aforementioned parties have developed an Iowa statewide system of vision services named the Iowa Educational Services for the Blind and Visually Impaired (IESBVI).

Pursuant to the provisions of Chapter 262, Chapter 256, and Chapter 28E, Code of Iowa, pertaining to the Board of Regents, the Department of Education and Joint Exercise of Governmental Powers, this agreement is entered into between the Board of Regents, State of Iowa (BOR), governing body of the Iowa Braille and Sight Saving School (IBSSS), the Iowa Department of Education, the organization of Area Education Agencies and the Department for the Blind. Whereas, Chapters 262, 256, and 28E, Code of Iowa, permit cooperative agreements between state departments and the four parties to this agreement will assume the responsibilities outlined below to continue the partnership agreement for Iowa Educational Services for the Blind and Visually Impaired:

- I. The Superintendent of IBSSS and Iowa School for the Deaf (ISD) shall serve as the Administrator of Iowa Educational Services for the Blind and Visually Impaired continuing from July 1, 2013 and ending June 30, 2018.
 - A. The Superintendent, serving as the Administrator of the Iowa statewide system for vision services under this agreement, will be responsible for providing leadership to accomplish the following goals:
 1. Provide equitable access to a continuum of higher quality services;
 2. Assure an adequate supply of highly trained teachers and orientation and mobility specialists;
 3. Assure adequate supervision and professional development opportunities; and
 4. Eliminate duplication and competition in service delivery.
 - B. IESBVI will document in its quarterly reports to the BOR, the Departments and Area Education Agencies the activities undertaken by the Superintendent in support of his/her

responsibilities as Administrator of Iowa Educational Services for the Blind and Visually Impaired.

- C. The BOR shall be responsible for hiring the Superintendent of IBSSS/Administrator of the Iowa Educational Services for the Blind and Visually Impaired pursuant to Chapter 262.9(2).
- D. The BOR shall set the qualifications for the position of Superintendent of IBSSS, salary, and conduct performance evaluations with input and counsel from the partner organizations in all of the aforementioned areas. The BOR shall have final authority in all areas of employment including, but not limited to, hiring, evaluations, salary and termination.
- E. The BOR shall employ a Superintendent of IBSSS/ISD/Administrator of the Iowa Educational Services for the Blind and Visually Impaired who is fully qualified and competent to serve as the Administrator of the Iowa statewide system for vision services. The BOR will require the Superintendent to render services that will comply with current state/federal statutes, and Board of Regents and IBSSS procedures. The Superintendent will serve only as an employee of the BOR and not as an employee of the partner organizations.
- F. The BOR agrees to consider in good faith any request for replacement of the Superintendent acting in the capacity as the Administrator of the Iowa Educational Services for the Blind and Visually Impaired by the Directors of the partner organizations.
- G. The IBSSS will provide the necessary office space and professional and administrative support services to the individual assigned to fulfill the services set forth in this agreement.
- H. The Iowa Code, Chapter 669 (2007) establishes the terms of liability coverage for Superintendent assigned to provide services as the Administrator of the Iowa Educational Services for the Blind and Visually Impaired.
- I. In compliance with Chapter 28E, the parties agree and state as follows:
 - 1. This continuing agreement shall commence on July 1, 2013, and will be reviewed annually. The agreement will terminate on June 30, 2018, unless extended by the parties.
 - 2. A separate legal or administrative entity is not intended to be created by this agreement.
 - 3. The purpose of this agreement and undertaking is to establish a continuance of the agreement for an Administrator for the Iowa Educational Services for the Blind and Visually Impaired to provide leadership among the different entities providing services to the blind and visually impaired children of Iowa.
 - 4. The parties to this agreement do not anticipate the purchase of property as part of this agreement.
 - 5. Either party may terminate this agreement by providing one hundred and twenty (120) days' notice. The Department shall reimburse IBSSS for services rendered up to the date of termination.

6. The Executive Director of the Board of Regents, State of Iowa, or his/her designee, and the Director of the Department of Education, or his/her designee, will be jointly responsible for the administration of the services set forth herein.
- II. A Management Committee will continue to provide direction for the development, operation, maintenance and improvement of an Iowa Educational Services for the Blind and Visually Impaired.
- A. The Management Committee shall be comprised of the following members:
 1. The Superintendent of IBSSS and ISD/Administrator of the Iowa Educational Services for the Blind and Visually Impaired who in the capacity of Administrator shall serve as the Executive Officer of the Management Committee.
 2. The Executive Officer shall serve as chair of the Management Committee;
 3. An AEA director of special education;
 4. The Administrative personnel serving Early Childhood (Part C) and Director of Special Education (Part B) with the Department of Education, and
 5. The Director of the Department of the Blind.
 - B. The Management Committee shall have the authority to make recommendations to the participating agencies regarding changes that will provide for the allocation of available resources to achieve maximum effectiveness in providing educational services to the blind and visually impaired students of Iowa.
 - C. The Management Committee will be advised by regional directors who are working directly with the teachers of the visually impaired and the orientation and mobility specialists. The Management Committee will also be advised by coordinators with the Department for the Blind. The regional directors and coordinators will be responsible for providing to the Management Committee information and views from those who directly serve Iowa's blind and visually impaired students.
 - D. The Management Committee will be advised by ad-hoc representatives invited to provide counsel regarding specific aspects of services for students who are blind or visually impaired.
 - E. The Management Committee shall conduct business pursuant to the "Operating Procedures" attached to this document.
 - F. In compliance with Chapter 28E, the parties agree and state as follows:
 1. This extension agreement shall begin on July 1, 2013, and will be reviewed annually. The agreement will terminate if the Iowa Educational Services for the Blind and Visually Impaired is discontinued.
 2. A separate legal or administrative entity is not intended to be created by this agreement.
 3. The purpose of this agreement and undertaking is to establish an Administrator for Iowa Educational Services for the Blind and Visually Impaired to provide leadership

among the different entities providing services to the blind and visually impaired children of Iowa.

4. The parties to this agreement do not anticipate the purchase of property as part of this agreement.
 5. The parties to this agreement support Iowa Educational Services for the Blind and Visually Impaired as the centralized educational organization in Iowa for the coordination of services including the employment, supervision, assignment and evaluation of personnel specific to the education of children and youth who are blind and visually impaired.
 6. Parties to this agreement may terminate this agreement by June 30 of each year by providing one hundred twenty (120) days' notice. The Department and AEAs shall reimburse IBSSS for services rendered to the date of termination.
- G. The Executive Director of the Board of Regents, State of Iowa, or his/her designee, and the Director of the Department of Education, or his/her designee, will be jointly responsible for the administration of services set forth herein.

Board President or Authorized Designee Date
Board of Regents, State of Iowa

Director or Authorized Designee Date
Iowa Department of Education

Iowa Area Education Associations Date

Director or Authorized Designee Date
Iowa Department for the Blind

THE IOWA STATEWIDE SYSTEM FOR VISION SERVICES

Operating Procedures

**November 2008
Revised – June 2013**

Iowa Educational Services for the Blind and Visually Impaired

Operating Procedures

1. Introduction

In 2006, the Coordinating Council for Vision Services in Iowa, a joint effort of the Board of Regents and the State Board of Education, was given the responsibility for making recommendations for improving the effectiveness and efficiency of services to blind and visually impaired students in Iowa. One of the recommendations arising from this study was to centralize administration and coordination of service providers, assistive technology, and regional centers to allow for the allocation of available resources to achieve maximum effectiveness. The Management Committee is established as a body to provide direction for the development, operation, maintenance and improvement of the Iowa Educational Services for the Blind and Visually Impaired (IESBVI).

2. The Goals of the Iowa Educational Services for the Blind and Visually Impaired are:

- a. Provide equitable access to a continuum of high quality services for all students in Iowa who are blind and visually impaired, including those with multiple disabilities;
- b. Assure an adequate supply of highly trained teachers and orientation and mobility specialists;
- c. Assure adequate and professional supervision, ongoing professional development and equitable job assignments for professionals working with blind and visually impaired students;
- d. Eliminate duplication in service delivery by creating a seamless coordinated system of services to blind and visually impaired students across multiple funding sources and agencies responsible for this population;
- e. Maintain a center of excellence in Iowa for discipline specific expertise and develop regional services statewide.

3. Management Committee

A. Membership

1. Standing Members:

- a. The Superintendent and Administrator of IESBVI (who shall serve as the Executive Officer and Chairperson),
 - b. The Department of Education administrator of Early Childhood Services (Part C) or designee,
 - c. The Department of Education Special Education Director (Part B), or designee, and
 - d. The Director of the Iowa Department for the Blind, or designee
2. Rotating Member [AEA Special Education Director shall have terms of four (4) years set on the state fiscal year, and a person shall not be limited in the number of terms he/she may serve]:
- a. One AEA Special Education Director
3. Ad hoc membership
- a. IESBVI Regional Administrators
 - b. Coordinators – Department for the Blind
 - c. Other staff as needed

B. Authority and Responsibilities

1. Policy and Procedure Development

- a. The Management Committee shall have the authority, as permitted by law, to recommend the development, amendment and repeal of policies and procedures necessary for the operation of Iowa Educational Services for the Blind and Visually Impaired. The Management Team will have the authority to determine the content of and changes which will be made in the system including setting priorities, guiding development and changes. Actions required by Federal and State laws and procedures are the exception to the above.

2. Commitment of Funding

- a. The Management Committee will not have the authority to commit funding. The Management Committee will make recommendations to the appropriate agency or agencies for their consideration when resource allocation is an issue. The Management Committee has the authority to advise and assist the Superintendent in the commitment of funds.

3. Changes in Statewide System

- a. The Management Committee will have the responsibility to make recommendations to the participating agencies (Area Education Agencies, Department of Education, Iowa Braille and Sight Saving School, Iowa Educational Services for the Blind and Visually Impaired and Iowa Department for the Blind) regarding changes to improve the efficiency and the effectiveness of the statewide system. These include, but are not limited to:
 - i. Data collection,
 - ii. Staffing ratios,
 - iii. Unmet needs of eligible students,
 - iv. Professional development of staff,
 - v. Recruitment and retention of staff,
 - vi. Programming and service options for students, and
 - vii. Resource allocation.

4. Changing Committee Composition

- a. The Management Committee will have the responsibility to recommend changes to the composition or membership of the committee based on its needs as viewed by the committee. Any changes must be approved by the signors to the agreement creating the Management Committee. The Management Committee may change ad hoc membership to the committee.

C. Meetings

1. Chairing of Meetings
 - a. The Chairperson will be responsible for the development of the Management Committee meeting agendas and will chair the meetings.
2. Meeting Schedule
 - a. Meetings will be scheduled monthly, provided an agenda is developed.
 - b. Meetings may be called on as an "as needed" basis as determined by the Chairperson or by written request by at least fifty percent of the membership.
3. Open Meetings
 - a. The meetings of the committee would be considered public meetings with notice of the meetings posted in compliance with state open meetings law.
4. Rules of Order
 - a. Robert's Rules of Order will be used in the conduct of the committee business meetings. By exception to Robert's Rules of Order, the Chairperson will exercise the same rights as any other member in any phase of the transaction of committee business.
5. Meeting Minutes
 - a. Minutes of each meeting will be recorded and distributed to each participating agency and all professional staff serving blind and visually impaired students in Iowa.
6. Meeting Quorum
 - a. A simple majority of the total committee membership shall constitute a quorum.
7. Meeting Format
 - a. The Management Committee may elect to conduct committee meetings using "face to face," teleconferencing, The Iowa Communications Network or through any other format that, in their judgment, will provide for effective communication among and between the committee members.
8. Standing Agenda Item
 - a. The Management Committee will receive reports regarding the status of the statewide system from each of the Regional Directors at each meeting.
9. Rules of Voting
 - a. Each member of the Management Committee, except for ad hoc members, shall have one vote on any issue placed before the committee requiring a vote. The Management Committee Chairperson shall vote on all issues.

D. Procedures for System Requests

1. The growth and maturation of the Iowa Educational Services for the Blind and Visually Impaired will depend largely on the partnerships and collaborative efforts of the AEA's, Department for the Blind, Bureaus of the Department of Education and Iowa Braille School personnel, including the Superintendent/Administrator for statewide services, associated with the statewide system. The entities that primarily utilize the statewide system are ideally suited to identify new and changing needs. Therefore, any of the

partners are encouraged to submit requests for consideration of changes, changes in data collection, changes in services, changes in projects, etc. Most, if not all, requests will fall in one of the following categories:

- a. State-wide consideration: Those requests are submitted on behalf of a state-wide need. The requester may be one entity or collaboration between entities.
 - b. AEA need which the Superintendent and AEA Director determines has state-wide implications: When reviewing requests from individual entities, the Superintendent may determine that a specific request, which was submitted on behalf of one entity, has state-wide implications.
 - c. AEA specific need: The request submitted by the AEA is determined to address needs of the requesting AEA only.
2. When submitting a request, which may or may not require Management Team action, the requester(s) is advised to note the following guidelines:

Statewide consideration

- a. Prior to submitting the request, the requester will contact the Superintendent/Administrator IESBVI to discuss the request, timelines and options for proceeding.
- b. The requester and the Superintendent/Administrator will determine if a presentation or item on the Management Team agenda is appropriate and who will present the proposal.
- c. Generally, requests will be introduced at one Management Team meeting and action taken at the subsequent meeting. In certain instances, the Management Team may take action upon a request in a shorter or longer period of time.
- d. Communication regarding the status of requests will be the responsibility of the Superintendent/Administrator, unless circumstances dictate otherwise.

E. Dispute Resolution of Child, Family and System Issues

1. All partner agencies recognize the significant needs of students who are blind or visually impaired and the potential for harm when services to children and families are delayed because of undue system delays. Therefore, all partner agencies value the resolution of child, family and system issues as early in the dispute as possible and using the most efficient and informal methods. All efforts by partner agencies are to result in the resolution of child service and system level disputes in a manner that services are not interrupted and/or those services are initiated on a timely basis.
2. Disputes between families and education agencies concerning specific students who are blind or visually impaired and their families shall be resolved at the level closest to the services as possible. Parents and education agencies shall always have the rights afforded them according to the procedural safeguards contained in federal and state Part B and Part C regulations of the Individuals with Disabilities Act (IDEA).
3. Dispute occurs regarding services to student in the statewide system for vision services
Dispute resolution process:
 - a. Efforts at the service level are taken to resolve the dispute including appropriate IEP members and IESBVI staff.
 - b. AEA Director (designee) and Superintendent/Administrator for IESBVI and Superintendent of the resident district (designee) are informed of the dispute.
 - c. Regional Director and AEA Director (designee) engage in the dispute resolution.
 - d. Superintendent/Administrator, AEA Director and resident district Superintendent (designee) engage in the dispute resolution.

- e. The Director of Special Education shall determine appropriate action for unresolved disputes in accordance with the Administrative Rules of Special Education 41.402(1) Director of special education. The director shall be responsible for the implementation of special education for eligible individuals pursuant to Iowa Code section 273.5 and these rules.
 - f. Parents, guardians or educational agencies may initiate procedural safeguards under the Individuals with Disabilities Education Act and the Administrative Rules of Special Education at any point in the dispute resolution process up to and including step e.
4. Disputes within a partner agency shall be resolved according to the procedures established by that agency. A representative of the partner agency may notify the partner agencies of the dispute and its resolution. The partner agencies may offer technical assistance to resolve this intra-agency dispute.
5. Disputes between partner agencies
- a. Disputes between partner agencies will be brought to the attention of the Superintendent/Administrator for IESBVI. The Superintendent/Administrator will work with the partner agencies to attempt to resolve the dispute. Early in the dispute resolution process the Superintendent/Administrator will convene a meeting of the Management Team. The purpose of this meeting will be for dispute resolution or setting a plan in place to resolve the dispute.
 - b. If the dispute remains unresolved or if the dispute involves the Superintendent/Administrator, an unaffiliated individual or individuals, chosen by the parties to the dispute and based on the nature of the interagency dispute, shall attempt to help the partner agencies resolve the dispute, and all partner agencies commit to pursue good faith efforts to resolve disputes voluntarily. In resolving an interagency dispute, the partner agencies may request assistance from a variety of sources which are mutually agreeable to the parties of the dispute. If the dispute involves legal issues, the parties to the dispute may request available assistance from the Office of the Attorney General or the attorney representing the Board of Regents.
 - d. If the dispute is not resolved, the Superintendent/Administrator will convene another meeting of the Management Team to set forth recommendations for the resolution of the dispute.
 - e. If all other attempts at dispute resolution fail, the dispute shall be submitted to the Director of Education and the Executive Director for the Board of Regents. The decision of the Director and Executive Director shall be final.

F. Protection of Personally Identifiable Information

1. The Partner Agencies recognize their obligations to comply with state and federal laws on confidentiality and privacy. To the extent consistent with such laws, the partner agencies agree to share all information and data necessary to implement this agreement. The partner agencies recognize that parental consent will always allow for the sharing of private or confidential information: however, the partner agencies also recognize there are instances in which such consent is not required. To the extent parental consent is required to share confidential information, the partner agencies agree to take all reasonable steps to promptly request informed consent.

G. Continuum of Services for Students who are Blind or Visually Impaired

The Iowa Educational Services for Blind and Visually Impaired provides a full continuum of services for students who are blind or visually impaired with the focus on serving the needs of students in general education and in the least restrictive environment. Services are provided directly to students as well as technical assistance, consultation and collaboration with other educators serving students that are blind or visually impaired. The primary services offered through the Iowa Educational Services for Blind and Visually Impaired include:

1. Teachers of the Visually Impaired-itinerant services
 - Braille instruction
 - literacy
 - math
 - accommodations and modifications
 - transition
2. Access to instructional materials
 - Library services
 - Accessible instructional materials
 - transcription services
3. Mobility Specialist-itinerant services
 - orientation skills
 - mobility skills
 - expanded core curriculum
 - transition
4. Deafblind technical assistance team
 - consultation
 - accommodations and modifications
5. Consultants
 - math – literacy– additional needs – family services – assistive technology – deafblind - transition
6. Assistive Device Center
 - consultation – loan – demonstration – accommodations
7. Low Vision Clinics
 - screening – assessment – accommodations – equipment
8. Expanded learning opportunities
 - regional – expanded core curriculum
 - summer schools – camps
9. Professional development opportunities
 - summer institutes
 - fall and spring vision conferences
 - Quality Programs for Visually Impaired

10. Educational services on the campus at Iowa Braille and Sight Saving School
 - goal focused short term educational programs
 - expanded core curriculum
 - enriching athletic and activity programs
 - transition services