



# Memorandum of Understanding

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## Concerning the Transition of Children Between Family-Infant-Toddler (FIT) Programs and Local Educational Agencies (LEAs)

May 2023

**The PURPOSE of this Memorandum of Understanding is to facilitate the smooth and effective transition of children and their families from IDEA-Part C Early Intervention programs into IDEA-Part B special education preschool programs through intentional and collaborative community planning. The MISSION of Early Childhood Transition is to support community teams in developing and/or improving their system of transitioning children and families from early intervention services to other services and supports.**



**MEMORANDUM OF UNDERSTANDING  
CONCERNING  
THE TRANSITION OF CHILDREN  
(Between FIT Early Intervention Programs and Local Education Agencies)**

This Memorandum of Understanding is made and entered into among Local Educational Agencies (LEAs) and the following agencies; hereinafter referred to as "the parties":

- The Children’s Workshop (Citizens for the Developmentally Disabled) \*
- Family-Infant-Toddler (FIT) Programs \*
- Las Vegas City Schools (LVCS) \*
- Mora-Colfax Head Start
- Mora Independent Schools \*
- New Mexico School for the Deaf (NMSD) Parent-Infant-Child Program \*
- New Mexico School for the Blind and Visually Impaired (NMSBVI) \*
- New Vistas \*
- Parents Reaching Out (PRO)
- Santa Rosa Consolidated Schools (SRCS) \*
- The Northeast Regional Education Cooperative (NEREC/REC#4)
- Wagon Mound Public Schools (WMPS) \*
- West Las Vegas Schools (WLVS) \*
- West Las Vegas Head Start
  - Los Niños Head Start located at LVCS

\* Primary Service Providers/Primary Signatures

WHEREAS, LEAs and FIT providers participate in the Individuals with Disabilities Education Act (IDEA), hereinafter referred to as the "Act";

WHEREAS, LEAs and State Supported Schools are responsible for the implementation of Part B under the Act and ensuring that a Free Appropriate Public Education (FAPE) is available to all IDEA eligible children with disabilities age three years through twenty-one years;

WHEREAS, the local FIT provider is the lead agency for implementing Part C under the Act and ensuring access to early intervention services for all eligible children;

**WHEREAS, the federal regulations for Part B, "Assistance to States for the Education of Children with Disabilities" 34 CFR Part 300, and Final Regulations dated August 14, 2006, require in section 300.124:**

***Transition of Children from Part C Early Intervention Programs to Part B Preschool Programs.***

*"The State must have in effect policies and procedures to ensure that-*

- (a) *Children participating in early intervention programs assisted under Part C of the Act, and who will participate in preschool programs assisted under Part B of the Act, experience a smooth and effective transition to those preschool programs in a manner consistent with section 637(a)(9) of the Act.*
- (b) *By the third birthday of a child described in paragraph (a) of this section, an IEP has been developed by the LEA and is being implemented for the child consistent with 300.101(b); and*
- (c) *Each affected LEA will participate in transition planning conferences arranged by the designated lead agency under section 635(a)(10) of the Act".*

**WHEREAS, the federal regulations for Part C of IDEA, "Early Intervention Program for Infants and Toddlers with Disabilities" 34 CFR Part 303, Amended by Regulations Issued April 14, 1998 require in section 303.148:**

***Transition to Preschool Programs***



## **North Eastern Early Childhood Transition (NEECT) Team**

"Each application must include a description of the policies and procedures to be used to ensure a smooth transition for individuals receiving early intervention services under this part to preschool or other appropriate services, including-

1. By 24 months of age or at least 6 months prior to the school year in which the child turns 3 years, FIT providers (Part C) will begin transition planning with families.
2. FIT service coordinator will notify the appropriate local educational agency for the area in which the child resides that the child will shortly reach the age of eligibility for preschool services under Part B of the Act, as determined in accordance with State law.
3. In the case of a child who may be eligible for preschool services under Part B of the Act, with the approval of the family of the child, the Part C agency's service coordinator will:
  - a. Convene a conference among the lead agency, the family, and the local educational agency at least 90 days, and at the discretion of the parties, up to 6 months before the child is eligible for preschool services (the 3rd birthday), to discuss any services that the child may receive.
4. For a child who is eligible for services under Part B of the Act, transition planning will continue for the student to develop an IEP and begin receiving Part B services by the child's 3<sup>rd</sup> birthday.
5. If the State educational agency, which is responsible for administering preschool programs under Part B of the Act, is not the lead agency under this part, an interagency agreement between the two agencies to ensure coordination of transition matter will be developed by the LEA.
6. In the case of a child who may not be eligible for preschool services under Part B of the Act, with the approval of the family, the Part C agency and Part B agencies will make reasonable efforts to convene a "Transition Meeting" among the lead agency, the family, and providers of other appropriate services for children who are not eligible for preschool services under Part B, to discuss the appropriate services that the child may receive.
  - a. Part C (FIT) agency provides 1-month follow-up after transition takes place.

**WHEREAS, section 303.653 of the regulations to Part C of the Act requires:**

### **Transition Services**

"Each Council shall advise and assist the state educational agency [LEA] regarding the transition of toddlers with disabilities to services provided under Part B of the Act, to preschool and other appropriate services."

**NOW, THEREFORE, the LEAs and FIT in consideration of the mutual covenants and agreements herein contained, do hereby agree to the purpose, terms, and conditions of this Memorandum of Understanding.**

## **I. PURPOSE OF AGREEMENT**

The purpose of this agreement is to ensure the coordinated, smooth and effective transition of children and families as they move from the Family Infant Toddler Programs into Part B programs and/or other agencies for support and services for the benefit of children and families residing in the Northeastern New Mexico communities listed above. This agreement will also be used by personnel of the organizations listed above and families to understand the transition process in their area.

## **II. DEFINITION OF TERMS**

- a. **ECECD**- Early Childhood Education and Care Department
- b. **FIT**- Family-Infant Toddler program (Part C programs)
- c. **NMPED** - New Mexico Public Education Department
- d. **IDEA**- Individuals with Disabilities Education Act
- e. **IFSP**- Individualized Family Service Plan
- f. **IEP**- Individualized Education Plan
- g. **LEA**- Local Education Agency (School District)
- h. **EI**- Early Intervention program
- i. **Part C**- The part of the IDEA which provides requirements for services to eligible children birth to 3 years of age and their families.
- j. **Part B**- The part of the IDEA which provides requirements for services to children with disabilities ages 3 to 21 years of age.
- k. **FAPE**- Free and Appropriate Public Education
- l. **STARS**- Student Teacher Accountability Reporting System
- m. **SE**- Special Education



## **NorthEastern Early Childhood Transition (NEECT) Team**

- n. **EDT**- Eligibility Determination Team
- o. **NM TEAM Manual**- NM’s guidance for eligibility determination under the IDEA

### **III. REQUIREMENTS IMPACTING THIS AGREEMENT**

To carry out the purpose of this agreement, the parties agree to the following:

#### **1. REGULATIONS, POLICIES AND PROCEDURES**

LEAs and FIT shall establish respective regulations, policies and procedures, aligned with IDEA 2004, that ensure the coordinated, seamless and effective transition of children and families participating in the Part C early intervention program who are eligible for participation in preschool programs under Part B, within the required timelines established by IDEA.

The parties shall collaborate on the formulation of regulations, policies and procedures in order to ensure coordination and understanding among departments and agencies.

##### **Sec. 22-13-5 Special Education Statute**

- School districts shall also provide services for three-year-old and four-year-old preschool children with disabilities, unless the parent or guardian chooses not to enroll the child.
- The services may be provided by certified school personnel or contracted for with other community agencies and shall be provided in age-appropriate, integrated settings including home, daycare centers, Head Start programs, schools, or community-based settings.

### **IV. IMPLEMENTATION OF AGREEMENT**

The parties agree to the following responsibilities in each of the following steps of the transition process:

#### **2. DATA SHARING/NOTIFICATION**

In accordance with IDEA Part C Sec. 303.148 (b) (1), the early intervention provider will: “notify the educational agency for the area in which the child resides that the child will shortly reach the age of eligibility for preschool services under Part B of the Act” in order to facilitate collaboration between LEAs and local FIT provider agencies around the timely transition planning for children that have a potential to transition into IDEA-Part B programs. All referrals from Part C would be transition-related.

##### **FIT:**

- a) The ECECD shall assure that the FIT providers notify the LEA of children who reside in the LEA’s educational jurisdiction and who are potentially eligible for Part B services. For this purpose, “potentially eligible” shall be considered those children eligible under the Established Condition or “Developmental Delayed” category.
- b) The ECECD shall assure that the FIT provider will provide this notification to the LEA at least quarterly or by the last Friday of every month with the exception of summer months. This notification shall include: **The first name, last name, middle initial, data of birth, LEA where the child resides, contact information for the parent(s).**
  - i. Part C agency will provide written list to Part B agency by the last Friday of each month and/or no less than quarterly on the last Friday of the month (October, January, April, and July). This list will be provided:
    - At the regularly scheduled Part C to B early childhood transition meeting facilitated by the NEECT Transition Coach/Coordinator or other named designee;
    - By phone call to SE Director of the LEA;
    - By secure email transaction;
    - By U.S. mail addressed to the SE Director of the LEA and/or
    - By secure FAX transmission. \*It is the responsibility of the LEA to ensure that if using FAX transmission that appropriate safeguards are implemented maintaining HIPPA compliance. This may include, FAX machines placed in secure room, plan/schedule transmission to a designated individual, using FAX coversheets, checking machine frequently, etc.
  - ii. In areas where multiple LEAs provide services, notification will be sent using the same process indicated above to each LEA from Part C.

##### **LEA:**



## **North Eastern Early Childhood Transition (NEECT) Team**

- a) The LEA will survey Part C programs within its educational jurisdiction in its Child Find efforts to identify children who will be eligible to enter the LEA's Part B preschool program in future years.
- b) LEAs will communicate with Part C agencies (EI) by the last Friday of each month regarding lists of students who may be eligible for Part B services.
- c) The LEA will enter all students, into STARS (Student Teacher Accountability Reporting System) who were referred from Part C to Part B, regardless of eligibility, including those whose parents choose NOT to receive services. Data will be used to calculate the percentages for Part B State Performance Plan Indicator 11 (60-Day Timeline) and Indicator 12 (Part C to Part B Transition).

### **3. TRANSITION PLANNING**

#### **FIT:**

- a) By 24 months of age, but at least 6 months prior to the beginning of the school year in which the child turns three, the EI service coordinator and the family shall identify and document the specific steps and actions that will support the child and family through the transition. These individualized steps and actions shall be included in the IFSP.
- b) The EI service coordinator shall ensure that the family is fully aware of the array of service and program options available under Part B including home, daycare centers, NMSD, NMSBVI, Head Start programs, schools or community-based settings.
- c) The EI service coordinator shall document the steps and actions taken in the IFSP throughout the transition process.
- d) The EI service coordinator will consider the parent(s) needs for child care in the transition planning process.
- e) The EI service coordinator will submit a Transition Referral Form to the local education agency (LEA) at least 60 days prior to the Transition Conference, and if possible 6 months prior to the child's third birthday.
  - i. The EI agency will hand-carry and/or mail copies of the Transition Referral form to the LEA; Special Education Director.
  - ii. The LEA will document the receipt of the Transition Referral form by:
    - Stamping and dating the form when it is received,
    - Placing the form in the child's confidential file.
    - This date is reported into STARS by the LEA.
- f) With parent consent, the EI service coordinator will coordinate the completion and submission of the Transition Assessment Summary Form to the LEA at least 30 days prior to the Transition Conference.
  - i. Other relevant data i.e. IFSP, evaluation information, assessment information, etc. (with parental consent)
- g) For children entering early intervention late and who are approaching the age of eligibility, transition planning will begin immediately with appropriate documentation indicated as to the reasons for the interruption in timeline requirements on the Transition Referral form to the LEA. This information is reported to the NMPED and is entered into STARS (Student Teacher Accountability Reporting System) throughout the school year. If a child enters Part C less than 45 days prior to their 3<sup>rd</sup> birthday, parents are informed of their preschool options, the transition process itself, and with parental consent, will be referred to the appropriate LEA immediately.

#### **LEA:**

- a) The LEA will coordinate efforts with local early intervention providers to support parent and family involvement in the transition planning process.
  - i. LEA will review all existing data, including Part C information PRIOR TO the Transition Conference and determine who will attend.
  - ii. LEA will coordinate with early intervention providers to facilitate visits by families to classrooms and/or to learn about services provided by the school district.
  - iii. Local Head Start programs will participate in transition planning as deemed appropriate by the parents, Part C and Part B programs through the IFSP and the IEP processes.
  - iv. The regional early childhood transition team (currently the Northeastern Early Childhood Transition (NEECT) team) will schedule support and planning meetings for the purpose of facilitating the processes concerned in this agreement no less than once first semester and once second semester and/or as needed.

#### **PARENTS REACHING OUT (PRO) and/or Other Parent Advocacy Entity:**

- b) Be available as requested to provide support and information to families about the transition process.
- c) Develop a family supports plan in collaboration with the local early intervention agency as requested by the agency.
- d) Offer families opportunity to connect with other families who have had children transition to share experiences.
- e) Support families in understanding the difference between IDEA-Part B and IDEA-Part C programs.

### **4. THE TRANSITION CONFERENCE (IS THE LEGAL RESPONSIBILITY OF PART C)**

#### **FIT:**



## North Eastern Early Childhood Transition (NEECT) Team

- a) The EI service coordinator will (with the approval of the parents) convene and facilitate a transition conference at least 90 days and, at the discretion of all parties, no more than nine months prior to the child's third birthday.
- b) If the child is potentially eligible under Part C Established Condition or Developmental Delay (DD) categories, the LEA representatives must be invited in writing by FIT to participate in the transition planning conference. The invitation will be sent at least 30 days prior to the transition conference.
- c) EI will continue communications with LEAs regarding children who may be potentially eligible for IDEA-B services on a monthly basis and no less than quarterly.
  - i. EI will provide the LEA a list of students who may be eligible for Part B services under the Act monthly and no less than quarterly, with the exception of the summer months.
  - ii. With approval of the parents, other relevant service providers should also be invited (NMBVI, NMSD, Head Start, child care providers, etc.)
  - iii. In the case of a child who is **deaf or hard-of-hearing**, and in accordance with DOH procedure & with parent consent, contact will be made to a NMSD Parent-Infant-Child program regional supervisor for technical assistance to the transition team in discussing communication considerations and the Continuum of Educational Options. This consultation is available to the team for any child who has a hearing loss, regardless of enrollment in NMSD's Parent- Infant-Child program.
  - iv. In the case of a child who is **blind or visually impaired**, the NMSBVI will complete the Consideration of Special Factors form (from IDEA 2004): consideration of the child's future 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). NMSBVI staff are responsible for determining the Literacy Mode (auditory, visual, tactile) of each transitioning child who we are serving in our infant toddler program, completing the Consideration of Special Factors Form, and for making recommendations concerning the literacy mode for the child to the IEP team upon transition.
- d) The EI service coordinator shall facilitate this meeting to ensure the following:
  - i. Review of the child's service and program options;
  - ii. Review of the IFSP, evaluation, assessment information,
  - iii. Review Parental Rights and Procedural Safeguards, and other relevant data/information.
  - iv. Provide opportunity for parents/family to communicate their needs and wants for their child through the transition process.
  - v. Review of whether all current evaluation and/or assessments have been given to the LEA.
  - vi. The EI service coordinator shall document all outcomes and decisions of the transition conference in the IFSP.
  - vii. If parent(s) declines having LEA present at the Transition Conference, the Transition Conference will continue to take place with the FSC documenting parental decisions in the IFSP.

### **LEA:**

- a) The LEA will participate in the Transition Conference arranged by the designated early intervention (Part C) provider.
- b) The LEA will be prepared to obtain parental consent to conduct an initial evaluation for potential eligibility for IDEA-Part B services.
  - i. Copies of the evaluation reports and eligibility determination will be sent to FIT for their records, with parental consent.
  - ii. The LEA will secure parental consent for the FIT provider to be invited and to attend the IEP meeting.
- c) The LEA will schedule a date for a group of qualified professionals from the LEA and the parent(s) to review any existing data, including the IFSP, evaluations and information provided by parents or other relevant data, as part of the process for determining eligibility for IDEA Part B.
- d) The Eligibility Determination Team (EDT) will determine the need for additional evaluation, assessment, and information.
  - i. At the Transition Conference, no later than 90 days or 6 months prior to the 3<sup>rd</sup> birthday.
- e) The LEA will provide the parents a copy of the procedural safeguards under the IDEA- Part B and obtain parental consent to conduct an initial evaluation.
  - ii. The LEA will provide copy of procedural safeguards to parent at the Transition Conference.
- f) The LEA will schedule a date for the EDT (Eligibility Determination Team) meeting, to determine eligibility under Part B of the Act.
- g) If parent(s) declines having LEA present at the Transition Conference, the Transition Conference will continue to take place with the FSC documenting parental decisions in the IFSP.



**5. EVALUATION FOR PART B SERVICES**

**FIT:**

- a) With parental consent, FIT shall ensure transmission of current evaluation and assessment information and copies of IFSPs to the LEA, in order to facilitate a coordinated and seamless transition from Part C programs to Part B programs.

**LEA:**

- b) The LEA will provide and explain to the parent(s) in their native language or other mode of communication used by the parent(s) the Procedural Safeguards including prior written notice prior to the evaluation.
- c) The LEA will determine eligibility for Part B services that includes the review and use of existing Part C evaluations, assessments, the IFSP, and other information current within six months in order to be considered valid. According to NMTEAM:
  - i. In NM, for initial evaluations and reevaluations, the REED process is often completed by the EDT.
  - ii. According to the IDEA, the REED is a review of the existing evaluation data on the child including:
    - 1. Evaluations and information provided by the parents of the child, which may include Part C information when transferring to Part B;
    - 2. Current classroom-based, local or state assessments, and classroom-based observations; and
    - 3. Observations by teachers and related service providers(s)
- d) The LEA will schedule a date for initial evaluation.
- e) The LEA will conduct the initial evaluation within 60 days of the Consent Form for Preschool Evaluation signed by the parent(s).
- f) The LEA will conduct the initial evaluation in accordance with 34 CFR § 300.304 to include a variety of measures and sources, including functional, aptitude, and achievement tests, and parent input, as well as information about the child's physical condition, social or cultural background.
- g) The LEA will assure that a group of qualified professionals and the parents must determine whether the child is "a child with a disability" in accordance with State and Federal regulations.
  - i. Within 30 days of the evaluation, the LEA (Special Education Director/Transition Coordinator) will convene an EDT meeting to determine whether the child is "a child with a disability" under the Act as specified in the NMTEAM manual.
  - ii. If the child meets the eligibility criteria under IDEA as "a child with a disability" and the parent gives consent for their child to be enrolled in a Part B program, an initial IEP will be developed by the LEA no later than the child's 3<sup>rd</sup> birthday.
- h) The LEA will provide a copy of the evaluation report and the documentation of the eligibility determination to the parent(s) at the meeting and with parental consent, a copy of this documentation to the referring FIT provider.

**6. THE INDIVIDUALIZED EDUCATION PROGRAM (IEP) PROCESS**

**LEA:**

- a) Prior to IEP development, FIT will provide current information, with parental consent, in order to support IEP development.
- b) The LEA will conduct the initial IEP meeting no later than the child's 3<sup>rd</sup> birthday.
- c) LEA will schedule and convene IEP meeting.
- d) LEA will notify parents of their right to invite anyone of their choosing to the IEP meeting of their child.
- e) The IEP will be developed by the IEP team, which is comprised of the parent(s), the receiving school administrator, the special education teacher, the general education teacher, someone to interpret assessment results (if appropriate), appropriate service providers, any other individuals with relevant information about the educational programming for the student, and any individuals invited by the parents.
- f) In the case of a child with a hearing loss, even if the hearing loss is not the child's primary condition, the Communication Considerations for Children with a Hearing Loss IEP Addendum form MUST be completed by the IEP team to facilitate discussion around the child's communication needs.
  - i. NMSD Outreach Staff is available to IEP teams for support and consultation.



## **North Eastern Early Childhood Transition (NEECT) Team**

- g) In the case of a child with a visual impairment, the Consideration of Special factors form must be completed detailing the child's future needs for instruction in media (including an evaluation of the need for instruction in Braille or the use of Braille); See updated NMSBVI statement attached
  - i. NMSBVI staff is responsible for determining the Literacy mode (auditory, visual, tactile) of each transitioning child being served in their infant-toddler program.
  - ii. NMSBVI staff is responsible for completing the Consideration of Special Factors form and for making recommendations concerning the literacy mode for the child to the IEP team upon transition.
- h) The LEA will assure at the request of the parent(s) that an invitation is sent to the Part C service coordinator or other representatives of the Part C system to assist with the smooth transition services.
- i) The LEA will assure that a copy of the Procedural Safeguards is provided to the parents.
- j) The LEA will assure that Part B services will begin on the date specified on the IEP.

### **FIT:**

- k) When invited, the EI service coordinator and appropriate early intervention staff shall participate in the IEP meeting conducted by the LEA.
  - i. Prior to IEP development, FIT will provide current information, with parental consent, in order to support IEP development.

## **7. PROVISION OF UNINTERRUPTED SERVICES**

### **FIT:**

- a) Early intervention services shall be provided in accordance with the IFSP to children and families until the date specified on the IFSP.

### **LEA:**

- b) Preschool services will begin on the first day of school unless otherwise stated on the IEP.
- c) Special Education and related services will be provided by the start date specified on the child's IEP.

## **8. POST TRANSITION SERVICE COORDINATION**

### **FIT:**

- a) Post transition service coordination/follow-up shall be offered to the family of a child who is Part B eligible for 1 month. If the parent(s) requests this service, it must be provided in accordance with the Family Infant Toddler Program's service standards.
- b) Post transition service coordination may involve visits with the family, consultation to staff of the receiving agency/agencies, an evaluation of the effectiveness of the transition process.
- c) Post transition service coordination activities must be documented in the IFSP.

## **9. FINANCIAL RESPONSIBILITIES**

### **FIT:**

- a) The ECECD- FIT program shall assume financial responsibility for children who receive services under IDEA Part C through the Family Infant Toddler Program.

### **LEA:**

- b) The LEA will assume financial responsibility for children who are determined eligible for IDEA Part B and who transition to the LEA by their third birthday.

## **10. TRAINING AND TECHNICAL ASSISTANCE**

The parties shall jointly provide and support training and technical assistance to parents, early intervention providers, public school personnel, and Head Start personnel.

# **V. MONITORING AND EVALUATION OF THE AGREEMENT**

## **1. ADMINISTERING AGENCIES**

The parties to this Memorandum of Understanding shall jointly administer this agreement and be responsible for a timely and full review every four years. An interim review may be conducted as needed.





## **NorthEastern Early Childhood Transition (NEECT) Team**

- a) The parties shall ensure the coordination of transition matters at the local level by the development of a community-based interagency agreement.
- b) The parties shall demonstrate accountability related to the indicators in the Part C and Part B State Performance Plan (SPP) and Annual Performance Report (APR) that addresses early childhood transition; Part B- Indicator 12 and for Part C-Indicator 8
- c) Evaluation and review of this Memorandum of Understanding shall be accomplished **every four years** by the parties and interim reviews may be conducted as necessary.

### **2. PAYMENT AND PROPERTY**

No payment or property will be exchanged between or among the parties as a result of this Memorandum of Understanding.

## **VI. INTERAGENCY DISPUTE RESOLUTION**

The dispute resolution process for both intra and interagency disputes about payments for services or other matters related to New Mexico's Part C program will be fulfilled in compliance with 34 CFR §303.523(c). This dispute resolution process does not replace the procedural safeguards—due process, mediation, and state-level complaint—available to families.

- a) FIT and LEA are responsible for resolving intra and interagency disputes regarding financial responsibility for services or other matters related to New Mexico's Part C and Part B programs according to the following procedures:
  - Staff of the involved agency and/or agencies will attempt to resolve the dispute within 30 days.
  - If it appears by the 30th day that the involved agency(s) will not be able to resolve the dispute, the following will occur:
    - i. The early intervention service provider, LEA representative or agency representative will submit a written explanation of the dispute to the Deputy Secretary of Learning and Accountability for LEA.

## **VII. EFFECTIVE DATE, DURATION, AND TERMINATION OF MEMORANDUM OF UNDERSTANDING**

The Memorandum of Understanding shall be effective when signed by the lead agency administrators as parties.

Agreed upon changes shall be executed in writing through an addendum. This Memorandum of Understanding shall be ongoing and shall not be terminated unless a party gives forty-five (45) days advance written notice to the other party of its intent to terminate its participation in the Memorandum of Understanding.

### **1. PROVISIONS**

Each party shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each party shall be liable for its acts or failure to act in accordance with this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act.



**New Mexico  
School for the Blind  
and Visually Impaired  
Outreach and Early Childhood Programs**

801 Stephen Moody St. SE

Albuquerque, New Mexico 87123 Patricia Beecher

Telephone (505) 271-3060 Superintendent

Fax (505) 291-5456

NMSBVI is an Equal Opportunity/Affirmative Action Institution

**NMSBVI BIRTH-3 TRANSITION MOU STATEMENTS**

**Pre-Planning for Transition Conference**

NMSBVI will provide information, as requested.

NMSBVI will assist each family's efforts to obtain a current ophthalmology report prior to transition.

NMSBVI will provide information to parents/guardian of transitioning children who are blind or visually impaired regarding options for services.

**Transition Conference**

NMSBVI will participate in the transition conference for children who are blind or visually impaired.

NMSBVI will provide current functional vision assessment information, recommendations, and consultation as needed to the receiving program.

**Referral to LEA**

NMSBVI will refer, with parent/guardian consent, to the local FIT early intervention providers or LEA when appropriate.

**Initial Comprehensive Evaluation for Part B**

NMSBVI: For students who are blind and visually impaired, NMSBVI will provide a current functional vision assessment to be used in eligibility determination and programming design.

**Eligibility Determination**

Nothing in this section

**Evaluation Report and Documentation of Eligibility Provided to Parent**

Nothing in this section

**Individualized Education Program (IEP) Developed**

NMSBVI will participate, with parent/guardian permission, on IEP team for children who are blind or visually impaired.

NMSBVI will provide "NMVICount" information for students who are blind and visually impaired to the receiving program. The "NMVICount" is the federal APH census that provides support and educational materials to the district and students through the NM-IRC lending library, such as textbooks (braille, adapted textbooks), enlarged materials, and other adapted materials available from APH. Phone contact for NM-IRC: (575-439-4438)



**PARTICIPATING AGENCIES**

The following agencies have participated in the development of this agreement and agree to sign this agreement indicating their willingness and commitment to participate.

**\*PRIMARY SERVICE PROVIDERS/PRIMARY SIGNATURES**

<b>Local Education Agencies (LEAs)</b>		
<b>Agency</b>	<b>Signature</b>	<b>Date</b>
Las Vegas City Public Schools Superintendent	 Larryssa Archuleta	02/01/2023
Mora Independent Schools Superintendent	 Marvin MacAuley	2/10/23
Santa Rosa Consolidated Schools Superintendent	 Martin Madrid	3/1/23
Wagon Mound Public Schools Superintendent	Anita C. Romero Anita Romero	01/17/2023
West Las Vegas Schools Superintendent	 Christopher Gutierrez	03/01/2023
<b>Family Infant Toddler (FIT) Providers</b>		
<b>Agency</b>	<b>Signature</b>	<b>Date</b>
New Vistas Director/Representative		
Citizens for the DD: The Children's Workshop Director/Representative		
<b>New Mexico School for the Deaf (NMSD)</b>		
<b>Agency</b>	<b>Signature</b>	<b>Date</b>
Parent-Infant-Child Program Director/Representative	 Kristi Halus/Joanne Corwin	3/27/2023
<b>NM School for the Blind and Visually Impaired (NMSBVI)</b>		
<b>Agency</b>	<b>Signature</b>	<b>Date</b>
NMSBVI Infant Toddler Program Coordinator/Representative	 Cindy Faris/Sarah Langley	03/27/2023



**PARTICIPATING AGENCIES**

The following agencies have participated in the development of this agreement and agree to sign this agreement indicating their willingness and commitment to participate.

**\*PRIMARY SERVICE PROVIDERS/PRIMARY SIGNATURES**

<b>Local Education Agencies (LEAs)</b>		
<b>Agency</b>	<b>Signature</b>	<b>Date</b>
<b>Las Vegas City Public Schools</b> <i>Superintendent</i>	 Larryssa Archuleta	02/01/2023
<b>Mora Independent Schools</b> <i>Superintendent</i>	 Marvin MacAuley	2/10/23
<b>Santa Rosa Consolidated Schools</b> <i>Superintendent</i>	 Martin Madrid	3/1/23
<b>Wagon Mound Public Schools</b> <i>Superintendent</i>	 Anita Romero	01/17/2023
<b>West Las Vegas Schools</b> <i>Superintendent</i>	 Christopher Gutierrez	03/01/2023
<b>Family Infant Toddler (FIT) Providers</b>		
<b>Agency</b>	<b>Signature</b>	<b>Date</b>
<b>New Vistas</b> <i>Director/Representative</i>		
<b>Citizens for the DD: The Children's Workshop</b> <i>Director/Representative</i>	 Beverly Lirono	3-16-23
<b>New Mexico School for the Deaf (NMSD)</b>		
<b>Agency</b>	<b>Signature</b>	<b>Date</b>
<b>Parent-Infant-Child Program</b> <i>Director/Representative</i>	Kristi Halus/Joanne Corwin	
<b>NM School for the Blind and Visually Impaired (NMSBVI)</b>		
<b>Agency</b>	<b>Signature</b>	<b>Date</b>
<b>NMSBVI Infant Toddler Program</b> <i>Coordinator/Representative</i>	Cindy Faris/Sarah Langley	



**PARTICIPATING AGENCIES**

The following agencies have participated in the development of this agreement and agree to sign this agreement indicating their willingness and commitment to participate.

**\*PRIMARY SERVICE PROVIDERS/PRIMARY SIGNATURES**

**Local Education Agencies (LEAs)**

Agency	Signature	Date
Las Vegas City Public Schools Superintendent	 Larryssa Archuleta	02/01/2023
Mora Independent Schools Superintendent	 Marvin MacAuley	2/10/23
Santa Rosa Consolidated Schools Superintendent	 Martin Madrid	3/1/23
Wagon Mound Public Schools Superintendent	Anita C. Romero Anita Romero	01/17/2023
West Las Vegas Schools Superintendent	 Christopher Gutierrez	03/01/2023

**Family Infant Toddler (FIT) Providers**

Agency	Signature	Date
New Vistas Director/Representative		3/2/2023
Citizens for the DD: The Children's Workshop Director/Representative		

**New Mexico School for the Deaf (NMSD)**

Agency	Signature	Date
Parent-Infant-Child Program Director/Representative	Kristi Halus/Joanne Corwin	

**NM School for the Blind and Visually Impaired (NMSBVI)**

Agency	Signature	Date
NMSBVI Infant Toddler Program Coordinator/Representative	Cindy Faris/Sarah Langley	