

MEMORANDUM OF UNDERSTANDING

New Mexico Commission for the Blind

Gadsden Independent School District

This Memorandum of Understanding (hereafter "MOU") is made and entered into by and between the New Mexico Commission for the Blind ("Commission"), and the Gadsden Independent School District, referred to collectively as the "Parties."

PURPOSE

The purpose of this MOU is to facilitate transition services pursuant to the Rehabilitation Act of 1973, as amended (Rehab Act), and the Individuals with Disabilities Education Improvement Act of 2004 (IDEA).

RESPONSIBILITIES

1. The Parties shall coordinate and consult in the transition of eligible students who are blind or visually impaired from school to post-school activities.
2. The Parties shall provide transition planning for eligible students who are blind or visually impaired that facilitates the development and completion of their individualized education programs.
3. The Parties shall engage in coordination, referral, consultation, and technical assistance to meet the transition needs of eligible students who are blind or visually impaired, including:
 - a. Engaging in outreach and identification of such students; and
 - b. Providing such students with a description of the purpose of the Commission's vocational rehabilitation program, eligibility requirements, application procedures, and scope of services.

COMMUNICATIONS & CONFIDENTIALITY

Communications that pertain to a particular student shall be directly related to the administration of the vocational rehabilitation program pursuant to the Rehabilitation Act of 1973, as amended (Rehab Act), or pursuant to the Individuals with Disabilities Education Improvement Act of 2004 (IDEA). In the case of the Commission, this includes communications related to the Technology for Children and Newline for the Blind programs. The Parties agree to maintain the confidentiality of shared information, and to not disclose confidential information except as otherwise permitted by applicable law or regulation.

ELIGIBILITY

The Parties maintain different requirements for determination of eligibility, documentation of disability, and the provision of services. This MOU does not require the Parties to provide services to individuals who would not otherwise be eligible for services, or to provide services that would not otherwise be required or allowed by applicable law or regulation.

COMPLIANCE WITH FEDERAL LAW

The Parties shall abide by all applicable federal law, including applicable provisions of the Rehab Act and IDEA, as well as implementing regulations, rules, and guidelines.

DISPUTES

The parties will attempt to resolve disputes informally and at the lowest level at which the issues can be resolved. At each level the parties will attempt in good faith to resolve any dispute by discussions between representatives who have authority to settle the dispute.

THIRD PARTY BENEFICIARY RIGHTS

The Parties do not intend to create in any other individual or entity the status of third party beneficiary and this MOU shall not be construed to create such status.

TERM AND TERMINATION

This MOU becomes effective upon full execution by the authorized representatives of each party. Any party may terminate its participation in this MOU, with or without cause, upon thirty (30) days written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This MOU shall remain in effect until terminated or supplanted.

FUNDING

This MOU provides for no transfer of funds. All parties are responsible for their own costs or expenditures generated as a result of this MOU.

ENTIRETY, SEVERABILITY, AND VALIDITY

This MOU constitutes the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, commitments and offers, whether

written or oral. If any provision of this MOU is determined to be invalid, the remainder of the MOU shall continue in full force and effect.

A photocopy, Facsimile, or other copy of this MOU shall be as valid as an original.

THE UNDERSIGNED ARE AUTHORIZED TO SIGN ON BEHALF OF THEIR RESPECTIVE ENTITIES, AND BY THEIR SIGNATURES HEREBY AGREE TO THE FOREGOING MEMORANDUM OF UNDERSTANDING.

_____/_____/_____
Greg Trapp, J.D.
Executive Director
Commission for the Blind

_____/_____/_____
Randy Rapanut
Director of Special Education
Gadsden Independent School District