

**Cooperative Agreement between the
Rhode Island Department of Human Services/
Office of Rehabilitation Services (DHS/ORS)
and the
Community College of Rhode Island (CCRI),
Rhode Island College (RIC),
and
The University of Rhode Island (URI)
(Disability Services and Enrollment Services Offices)**

Rationale

The Federal Rehabilitation Act (Title IV of the Workforce Investment Act) calls for the development of agreements between state offices of Vocational Rehabilitation (Rhode Island Department of Human Services/Office of Rehabilitation Services) and public institutions of higher education that serve mutual customers.

Purpose

The purpose of the Rhode Island Department of Human Services/Office of Rehabilitation Services (DHS/ORS) is to assist individuals with disabilities to successfully prepare for, secure, retain or regain employment. The DHS/ORS provides a variety of services pursuant to this purpose. The purpose of the Disability Services and Enrollment Services Offices of the CCRI, RIC, and URI is to provide to all qualified students, regardless of disability, opportunities to acquire knowledge, skills, and/or expertise commensurate with their levels of ability. Pursuant to Section 504 of the Rehabilitation Act (20 U.S.C. 794) and Section 2020 of the Americans with Disabilities Act (42 U.S.C. 12132), the CCRI, RIC, and URI provide accommodations to students with disabilities, as necessary, to assure their equal access to such opportunities. While the purposes of the DHS/ORS and of the Community College, the College and the University are different, they are not mutually exclusive. This agreement seeks to clarify roles and responsibilities of each party involved in fostering a seamless delivery system supporting the Individualized Plan for Employment for the DHS/ORS customers attending post-secondary programs.

The clarification of responsibilities in this cooperative agreement is intended to accomplish the following:

- A. Enhance coordination and communication between the DHS/ORS and the CCRI, RIC and URI;
- B. Ensure the provision of consistent and quality services that meet the needs of persons with disabilities who are jointly served;
- C. Ensure the understanding of the responsibility of the CCRI, RIC and URI and the DHS/ORS for services to students in the CCRI, RIC, and URI who are also eligible customers of the DHS/ORS.

Legal Authorities

- A. Section 504 of the Rehabilitation Act of 1973;
- B. Americans with Disabilities Act; and
- C. 1998 Amendments to the Rehabilitation Act with the Regulations to these amendments (Title IV of the Work Force Investment Act.

This agreement is not intended to release any party from any legal responsibilities existing under state or federal law.

Term of the Agreement

The term of this agreement is for one year commencing when first signed by all parties. It may be cancelled at any time upon 30 day's written notice by any party. It shall automatically be renewed for additional one year terms unless a party advises the others, at least 30 days prior to the annual renewal date that it will not renew.

Responsibilities of the Parties

- A. The Community College of Rhode Island, Rhode Island College and The University of Rhode Island shall:
 - 1. provide equal access to educational programs and services to persons with disabilities;
 - 2. provide reasonable accommodations to students with disabilities, as necessary, to assure equal access to educational programs and activities;
 - 3. arrange and pay for all appropriate and necessary accommodations and support services, such as interpreters, CART, C-Print and similar accommodations for all CCRI, RIC, or URI programs that are not required by the individual's rehabilitation plan, and which are otherwise required by law. This includes assuring that academic support services such as advising and counseling, meetings with faculty and staff, workshops and other support services available to the general student population are made accessible;
 - 4. arrange and/or coordinate appropriate accommodations that are requested by the student and supported by appropriate documentation;

Note: It is understood that the accommodations shall not fundamentally alter the nature of the educational program, service, or activity; require waiver of essential program or licensure requirements; violate accreditation requirements; unnecessarily intrude upon academic freedom; or pose an undue fiscal or administrative burden on the institution. If the DHS/ORS believes that the

accommodations planned by CCRI, RIC or URI are inadequate it will inform the institution in writing and ask the CCRI, RIC or URI to reconsider the accommodations offered. If necessary, the DHS/ORS will then inform the CCRI, RIC, or URI in writing which accommodations it intends to provide and for which it intends to seek reimbursement from the institution.

B. The DHS/Office of Rehabilitation Services shall:

1. provide vocational rehabilitation services, including, but not limited to eligibility determination and verification, counseling and post-graduation job placement services to students with disabilities who are also students of the CCRI, RIC, or URI;
2. provide technical assistance to the CCRI, RIC, and URI in order to determine accommodation and access needs for students with disabilities;
3. share in fifty percent of the cost of specific auxiliary aids & services which may include, but are not limited to readers, books on tape, sign language interpreters, CART and/or C-Print for those courses that are required as part of the individual's employment plan;
4. provide adaptive equipment, technology and specialized support services (e.g., specialized tutoring not otherwise provided by the CCRI, RIC, or URI, alternate text formats) in situations where it is customized for the needs of the eligible DHS/ORS consumer under their Individualized Plan for Employment and is not offered by the CCRI, RIC, and URI. The Equipment and related technology shall normally accompany the consumer after he or she graduates and begins employment;
5. The DHS/ORS shall request, in writing with consent of the customer, financial information from the Financial Aid Officers of the CCRI, RIC, and URI necessary for DHS/ORS to determine the extent of financial support for which the student is eligible. The DHS/ORS agrees to accept the calculation of the financial aid officer, except in such instances where the computation provided is clearly erroneous.

C. All parties shall have the following joint responsibilities:

1. To collaborate in the referral, coordination and provision of services to the eligible population including the development and coordination of financial support and academic and career goals;
2. To implement a system of communication between the CCRI, RIC, and URI and the DHS/ORS to assure timely services to joint customers with disabilities;
3. To share information in accordance with applicable laws and regulations.

Conditions, Terms and Procedures for Reimbursement

- A. The intent of this agreement is to foster communication, collaboration and coordination between the DHS/ORS and the CCRI, RIC, and URI.
- B. The CCRI, RIC, and URI will request authorization for the shared cost from the DHS/ORS for needed auxiliary aids and services identified as reasonable accommodations for courses that are within the student's Individualized Plan for Employment.
- C. The reimbursement of funds from the DHS/ORS to the CCRI, RIC, and URI shall not relieve the CCRI, RIC, and URI of its responsibilities under law. The CCRI, RIC, and URI will meet its obligations to provide reasonable accommodations without utilizing the DHS/ORS reimbursement process for educational activities outside of the student's Individualized Plan for Employment as specified above.

Resolution of Disputes

The CCRI, RIC, and URI and the DHS/ORS have a long history of working cooperatively within the State of Rhode Island. Past experience predicts that most disputes will be resolved through open communication and discussion. The local designated liaisons of the CCRI, RIC, and URI and the DHS/ORS, working collectively, will review problems and attempt their resolution. Both informal and formal processes may be used by both parties to resolve issues. If issues cannot be resolved locally by consensus, either party may request that the negotiations be forwarded for more formal resolution efforts.

If the parties are unable to reach an agreement on any specific issue, they agree that the matter shall be promptly referred to a non-binding mutually agreed upon mediator. In the event that mediation is not successful, the parties may seek a resolution through the courts or other legal means.

Robert Anderson 11/2/04
For the Community College of Rhode Island Date

John Nazarian 12/01/04
For Rhode Island College Date

Ann Kelly 12/10/04
For the University of Rhode Island Date

Reynard A. Grwell 12-17-04
For the Department of Human Services/Office of Rehabilitation Services Date