

2015

INTER-AGENCY
COOPERATIVE
AGREEMENT

CNMI OFFICE OF VOCATIONAL
REHABILITATION

AND

NORTHERN MARIANAS COLLEGE

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PREAMBLE

The Federal Rehabilitation Act (Title IV Workforce Investment Act) calls for the development of agreements between Vocational Rehabilitation (VR) and Institutions of Higher Education (IHE) who serve mutual consumers. This agreement is established to delineate the responsibilities and obligations of the Office of Vocational Rehabilitation, hereinafter referred to as "OVR" and the Northern Marianas College, hereinafter referred to as "NMC".

I. STATEMENT OF PURPOSE

The general purpose of this agreement is to encourage and facilitate cooperation and collaboration between OVR and NMC to prepare and support students with disabilities transition from post-secondary education to employment or other post-secondary school activities. The purpose of OVR is to assist ELIGIBLE individuals with disabilities to successfully prepare for, secure, or regain employment. OVR provides a variety of services pursuant to this purpose. The purpose of NMC 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), NMC provides accommodations to students with disabilities, as necessary, to assure their equal access to educational opportunities. While the purposes of OVR and of NMC 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 of Employment (IPE) for OVR customers enrolled at NMC.

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

1. Enhance coordination and communication between OVR and NMC.
2. Ensure consistent services that meet the needs of people with disabilities that are jointly served.
3. Ensure the understanding of the responsibility of OVR and NMC for services to students enrolled at NMC who are also qualified consumers of OVR.

II. AUTHORITIES

- A. Section 504 of the Rehabilitation Act of 1973;
- B. Americans with Disabilities Act of 1990; and
- C. 2014 Amendments to the Rehabilitation Act including implementing regulations (Workforce Innovation and Opportunity Act).

No part of this agreement releases any party from the responsibilities listed either in the Federal legislation or any local law.

III. RESPONSIBILITIES OF THE PARTIES

1. OVR agrees:

- a) To provide vocational rehabilitation services to students with disabilities, also OVR consumers, if the services are not available from NMC Disability Support Services Office;
- b) To provide training or technical assistance to NMC in order to determine accommodation and access needs for students with disabilities;
- c) To provide vocational counseling to qualified students with disabilities;
- d) To provide job placement services for qualified students with disabilities upon graduation from NMC;
- e) To provide adaptive equipment and technology in situations where it is customized to the eligible VR consumers under their Individualized Plan of Employment with the intent the said equipment shall accompany the consumer post graduation into employment;
- f) If a student with a disability/OVR consumer requires special equipment or services and these are not available from the Disability Support Services Office, OVR shall consult with NMC and both will agree to work together to ensure the mutual consumer is accommodated accordingly;
- g) To provide the financial aid officer (FAO) of the NMC, where authorized under a written release of information from the VR consumer, all information necessary for the FAO to calculate financial amounts of grants and awards available to the students with a disability. OVR agrees to accept the calculation of the FAO, except in such instances where the computation provided is clearly erroneous; and
- h) Continue its practice of co-location with the NMC Disabilities Support Services Program. OVR agrees to provide a counselor on-site for a few hours each month, to ensure that students with disabilities are afforded easy access and/or the opportunity in having their questions or needs addressed.

2. NMC agrees:

- a) To provide equal access in educational programs and services to students with disabilities;
- b) To provide reasonable accommodations to students with disabilities/OVR consumers, as necessary, to ensure equal access to educational programs and activities;

Note: Accommodations refer to services or aids that are necessary to make a program, services, or activity accessible to an individual with a disability. Examples include but are not limited to: readers/taped texts, note takers, extended time on exams, alternate format for required materials, specialized equipment, and interpreter/captioning.

- c) To arrange and/or coordinate appropriate accommodations that are requested by the student and supported by appropriate documentation. If the Disability Support Services Office determines that the request by the mutual consumer is not available, NMC shall notify OVR and OVR shall work with NMC to ensure that accommodations are made accordingly;
- d) To facilitate at least one (1) meeting with a representative from both agencies per academic year (ideally once a semester) to identify any ongoing issues;
- e) That OVR's Authorization of Services for mutual consumers will be considered a binding agreement for payment for the NMC Finance Office and Bookstore;
- f) To utilize "other" sources of financial aid and/scholarships, as required by OVR regulations, prior to forwarding any unpaid mutual consumer's tuition & fees and/or bookstore charges to OVR for payment; and
- g) OVR shall be allowed to rent NMC equipment, as needed

NMC's current arrangement consists of two ways in which NMC can confirm whether an NMC student will receive financial assistance from OVR to cover their tuition & fees:

- 1) We receive a list from the OVR director that includes the names of mutual consumers covered for payment of tuition and fees.
- 2) We also receive an "Authorization for Services" from either the mutual consumer or OVR that stipulates the specific amounts and service to be paid.

Documentation:

- a) *NMC may require a purchase order officially approved with all the names and services to be provided.*
- b) *The NMC Bookstore will need a separate purchase order for books and supplies.*
- c) *NMC will honor a ticket voucher for redemption for each student stating the amount, types of service, books and supplies.*

Clarification:

OVR will ensure that NMC receives one of the above (#1 or #2) prior to the registration period to ensure mutual consumers can finalize the registration process, thereby, releasing to the students registration forms, general student statement, and class schedule.

NMC will bill OVR for authorized students after the 40% refund period for tuition and fees. The OVR payment will be requested within a 30-day period and will include the consumer's name, semester attended, and the total amount of tuition and fees due. Full payment must be received by the end of that semester to allow consumers to register for a subsequent semester. All mutual consumers with unpaid balances will be denied transcripts, diplomas, and future registration privileges until the financial obligation has been met.

In regards to the OVR authorized book charges. OVR will send payment directly to the NMC Bookstore and will include any necessary information with regards to any books and school supplies covered.

3. NMC / OVR are responsible

- a) To collaborate in the coordination and provision of services;
- b) To implement a system of communication between NMC and OVR to ensure timely services to mutual consumers with disabilities;
- c) To hold as often as necessary, meetings that includes OVR and NMC representatives and the mutual consumer to monitor academic progress and social adjustment in the postsecondary education program;
- d) To participate in reviews or ongoing monitoring activities as related to quality assurance/improvement or accreditation mandates; and
- e) To share information in accordance with applicable laws and regulations.

IV. RESOLUTION OF DISPUTES

NMC and OVR shall come to amicable agreements on all disputes.

V. TERM OF AGREEMENT

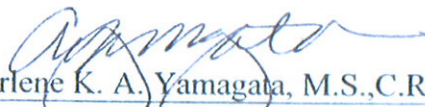
This interagency agreement becomes effective upon the signatures of appropriate representatives of OVR and NMC. This agreement may be amended or modified at any time by mutual consent. OVR and NMC reserve the right to terminate this agreement at any time, upon 30 days written notice to the other party at the addresses provided herein.

Unless there is written notice to terminate this agreement, it will automatically renew annually. Failure to enforce any provision of the agreement does not constitute a waiver of that provision, or any other provision of the agreement.


VII. SIGNATURES

The terms of this agreement are accepted by the parties to the agreement. Persons signing are expressly authorized to obligate the agencies to the terms of this agreement. The undersigned parties bind themselves to the faithful execution of this agreement.

For OVR:

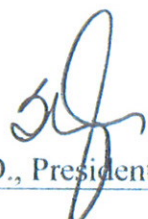

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4/21/2015
Date


Reviewed for Legal Sufficiency:
Attorney General's Office

6-24-15
Date

For NMC:


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4/6/15
Date