

Memoranda of Understanding: A Tool to Support and Strengthen Partnerships

By Cate Weir and Kathleen Becht

In this Insight Brief, we explain Memoranda of Understanding (MOU): their core components, their usage within a college program for students with intellectual disability, and their advantages and disadvantages. We also provide examples of MOU and how to use them with partners.

The Memorandum of Understanding is a tool that postsecondary education (PSE) programs for students with intellectual disability (ID) can use to develop and define productive working partnerships with school districts, community agencies, or other external entities.

In any collaboration or partnership where there is a need to coordinate responsibilities or resources to achieve an identified goal or outcome, a postsecondary education program for students with intellectual disability may consider using a MOU. Many collaborations can benefit from the clarity of an MOU, including a school district and a college developing a transition program together, a program coordinating employment support for students with a vocational rehabilitation office or community agency, or employers providing internship or paid employment experiences for students.

In this brief, we use the term MOU, but a similar, interchangeable term is Memorandum of Agreement (MOA). MOU and MOA are both written agreements between two parties. There is no established legal difference. Parties can decide which term to use depending on their preferences.

Memorandum of Understanding

An MOU is a document describing an agreement between parties, outlining a line of action toward a common goal. It is more formal than a verbal or “hand-shake” agreement, but generally lacks the binding power of a contract. While an MOU does not create legally enforceable liabilities or obligations for any party, it does outline each party’s roles and responsibilities and helps to avoid confusion and miscommunication.

Adapted from www.uaf.edu/mou-moa/step-by-step-process/

MOU are less formal than contracts. Organizations may choose MOU over contracts for their simplicity and flexibility. However, institutions of higher education (IHEs), agencies, and school districts may still treat an MOU as if it were a contract involving their legal teams or departments in the process.

MOU development may be a joint activity of the program director and the IHE’s legal department, but generally, a legal department provides final approval before the MOU is shared with the other party.

Either party may initiate MOU development. Once the first party approves, they send the MOU to the other party. Both parties may engage in negotiations over wording or sections to add or delete. After these negotiations, both parties finalize and receive a copy of the final document to sign. The MOU does not take effect until both parties sign.

CORE ELEMENTS OF AN MOU

As with any collaboration between two parties, the scope, goals, responsibilities, and expected outcomes of an MOU will be unique. However, there are core elements that provide the framework for a working relationship and successful student outcomes. Consider including these elements in each agreement. The sections you include will depend on the needs and requirements of the partnership.

These elements are very likely to be included in any MOU:

- **Descriptions of each Entity/Partner:** This includes a description of each party that will sign the MOU.
- **Purpose or Intent:** This may include the expected outcome(s), mission or project statement, history, and background. This section is generally one of the first sections of the MOU, outlining the intentions of the parties involved.
- **Benefit:** A description of how the collaboration/partnership benefits each entity.
- **Terms:** This includes a date range, generally from date of execution through and including the final date. Often, an MOU is developed for one year with recurring options. Partners may include termination terms, and generally require a specific number of days' notice unless welfare and safety are involved.
- **Responsibilities:** This is perhaps the most important section and is essentially the reason for an MOU. This section clearly identifies persons responsible for each activity, including reporting requirements, to facilitate communication and minimize misunderstandings. Roles and responsibilities for each entity are detailed in this section.

- **Entity Contacts:** Identify a lead contact and contact information for each agency to facilitate direct communication for emergencies, problem solving, and unforeseen circumstances.
- **Signatures:** All parties must sign the MOU, even though it is not a legally binding document. Signatories must include their title and agency name and be officially authorized to sign on behalf of the agency. Signatories often include a provost, agency director, and/or program director. Signatories should always confirm their ability and permission to sign the document.

These additional elements may be useful in certain circumstances:

- **Resource Contribution:** Describe the resources each party/entity agrees to contribute to the project. This might include staff time, in-kind contributions, services, training or expertise, cost sharing, space, and/or a revenue agreement, such as payment of tuition or fees.
- **Evaluation:** Note the type and frequency of evaluations and identify individuals who will review, provide oversight, and/or evaluate the project covered by the MOU.
- **Liability:** May include descriptions of agreement by both parties to indemnify and save harmless parties.
- **Amendments:** Describe the occurrence, use, and timeframe of any modifications to the MOU.
- **Assignment:** Describe the non-transference of responsibilities to another party and/or the assignment of funds.
- **Disclaimers:** Identify what the project is not intended to accomplish, as well as what is not guaranteed by or upon completion of the MOU.

Within these general guidelines, MOU will include the elements that are most relevant to the situation and dependent on the preferences of the parties involved. MOU may be structured differently; some may be formal and appear like contracts, and others are structured as documents that simply outline the responsibilities of each party and ask for signatures to confirm understanding.

ADVANTAGES OF MOU

- An MOU establishes mutual intention and identifies and documents each party's responsibilities, goals, and objectives, minimizing potential future disagreements.
- The execution of an MOU provides a record of the parties' agreed upon guidance, terms, expectations, and responsibilities.
- An MOU provides ease of exit, through defined exit guidelines, when parties are not meeting objectives, goals, and responsibilities.
- An MOU, with objectives and terms outlined, can serve as the foundation for a potential future contract.

DISADVANTAGES OF MOU

- As non-legally binding documents, MOU allow either party to exit the agreement at any time without consequences. There are also no legal consequences if a party or parties do not meet the requirements outlined in the MOU.

SUMMARY

College programs for students with intellectual disability often partner with external entities to provide supports and services to students in their program. An MOU, a non-binding but formalized agreement that clearly outlines each party's roles and responsibilities, can help avoid confusion and miscommunication in those relationships. A well-constructed and clear MOU will benefit the program, its partners, and students.

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APPENDIX: EXAMPLE MEMORANDA OF UNDERSTANDING

In this section, we share four examples of postsecondary education program partnerships for which MOU may be used. We provide these examples to illustrate the different forms MOU may take and the kinds of information that may be included in agreements between various partnerships. There are many ways to structure these kinds of agreements. These examples are by no means strict instructions but provide guidance and possible approaches. The examples are based on actual MOUs used by college programs. They have been adapted and adjusted to facilitate their use as examples, with all identifying details removed or altered. We appreciate the programs that shared their MOU with us and allowed us to adapt them for this use.

EXAMPLE #1

University/ School District

This type of MOU can be used to confirm understanding between an IHE's concurrent enrollment transition program, which supports students while they are still in high school, and the sending school district.

Some common areas addressed:

1. How to track students' IEP goal attainment
2. Whether students will follow the college or school district calendar
3. How and when the transition specialist will support students in their college assignments and responsibilities
4. Payment sources and amounts for college tuition and fees

EXAMPLE #2

College Program/Vocational Rehabilitation

VR is often a partner with college programs as they work together to support employment outcomes for students who are also clients of VR. An MOU between a VR agency and a college program can specify roles, responsibilities, and collaborations between the VR agency and its counselors and the program staff.

Some common areas addressed:

1. Accommodations provisions
2. Payment source for accommodations and assistive technology
3. Employment supports or Pre-Employment Transition Services provision
4. Financial aid coordination and financial supports provision
5. Communication mechanisms between the program and VR
6. Attendance at IEP or college advisement/person centered planning meetings

EXAMPLE #3

College Program/Employer

An MOU may be a helpful tool to clarify expectations and responsibilities between employers offering internships to students and the college program.

Some common areas addressed:

1. Number of hours employer is offering for the internship
2. Wage agreement
3. Length of time and date range of the internship
4. Contact information for both program and employer
5. Employer responsibilities in supporting and evaluating students at work
6. Program staff responsibilities regarding communication with and support of employers
7. Program staff responsibilities regarding supporting students at work

EXAMPLE #4

Community Service Agency /College Program

This type of MOU may be used when a community agency such as a developmental disabilities community provider is involved with providing services to students in the program on campus.

Some common areas addressed:

1. Details of services the community agency provides
2. Information-sharing agreements
3. Eligibility determination assistance expected from the college program
4. Communication mechanisms between the college program and community agency
5. Conflict resolution procedures

EXAMPLE #1

Concurrent Enrollment Initiative (CEI) Partnership Program Memorandum of Agreement by and between Public Schools District and State University.

Public School (herein called the “District”) a municipal school district located at <address> and State University (herein called “University” or “SU”), a public institution of higher education located at <address> enter this Memorandum of Agreement for the purpose of partnership in the Concurrent Enrollment Initiative (CEI) Program at State University under the terms and conditions as follows:

Purpose: The purpose of this agreement is to maintain a partnership between SU and the District for the CEI Program at State University (SU). SU will offer the participants within the District enrollment in credit and noncredit bearing courses (without prerequisites) and support services as needed (library, computer labs, tutoring, academic advising) each semester on the University campus. Districts will provide staffing and transportation following the University Calendar.

Terms: This agreement will be for an academic year term beginning on the date of execution of this document September 1, 2021 and will end on August 31, 2022. It is anticipated that a new agreement will be executed for subsequent years. This one-year agreement may be amended or extended by mutual written agreement of both parties.

Tuition/Fees: The University will assess the District an annual per student fee for the on-campus rate is \$3750. This money will be used by the University to cover the tuition, fees, and support services. For students who access campus during an acclimation period at least once a week and participate in CEI hosted events and trainings and access campus facilities such as the Wellness Center the University will assess the District \$350/semester per student. This acclimation period must be approved by the CEI Program Director.

Student Apportionment: Sending districts will recruit and identify potential students who are eligible to participate in the CEI Program each year. Districts are expected to identify Tier 1 students prior to identifying potential Tier 2 students. The final number of students per district will be approved by the CEI Program Coordinator. SU reserves the right to not admit a student into the CEI program at State University if the intended goals outlined by the student, parent, and/or district are outside the scope of the goals and mission of the SU CEI Program, or if the student is otherwise not qualified for the program. The intake process includes students completing the SU CEI application, visiting campus for a tour and an interview and observation in a current placement. Following these three steps along with a records review a decision will be made whether or not to accept the student.

Number of slots for the 2021-2022 Academic Year: 4 fall; 4 spring. Districts are expected to first identify Tier 1 students for allocated slots in the program. If they are unable to fill with Tier 1 students, then they will identify potential Tier 2 students.

Student Criteria: Documented intellectual disability, between the ages of 18-22, identified postsecondary education goals like attending college identified in their Transition Planning Form and Individualized Education Plan vision statements, and are still receiving special education services from the sending district.

Tier 1: Students who have not passed the state assessments.

Tier 2: Students who may have passed some or all parts of the state assessments.

The following section outlines expectations and responsibilities of each party (University program and school district) related to operations and policies.

Individualized Education Program: Participation in the CEI Program should not be reflected as a placement on the students' Individualized Education Programs. Districts are responsible for ensuring that students are working towards goals and objectives identified in their Individualized Education Programs. Districts are to create a plan that includes identifying teaching programs, data collection, and data monitoring with students and Educational Coaches regarding any goals and objectives that can be targeted on campus. CEI staff will provide anecdotal reflections when necessary regarding student performance.

Medical Conditions: Where a chronic or ongoing medical condition exists, students will have received medical clearance to attend the University and will provide the high school and University with an emergency medical protocol relative to their disability. If a student requires ongoing health related care the specialized provider must be provided by the district.

Provision of Courses: For the fall and spring semesters, the University will provide University credit courses (without prerequisites) for which an MOA has been signed by and between the District and the University. These courses will be taught by SU faculty or staff and can be taken either as an audit or for credit - this is decided by the student and their team. These courses will be offered on campus at SU. Classes are selected for students based on their long-term goals and interests identified in their person-centered plans.

Scheduling of Courses: Course enrollment may be influenced by the district and Educational Coaches' contractual agreements, as well as the high school's transportation schedule. It is important that districts explore alternative scheduling and transportation arrangements for students to have the opportunity to enroll in preferred courses. SU retains final discretion over the availability of all courses offered through the program and will follow SU course registration guidelines.

Instruction of Courses and Support Services: Each student in the program will meet with the program staff to select his/her courses each semester. If a student is taking a course for credit then the student may make a request for reasonable accommodation through disability services. Other support services on campus will also be available in an effort to ensure the student's success. The District shall bear all costs associated with reasonably accommodating the student based on K-12 guidelines (for example, assistive technology or nursing services). An Educational Coach employed through the district shall accompany the student both in the classes and on campus.

Campus Life: In addition to attending classes, when the students are on campus during the typical school district hours they are encouraged to include additional time in their schedules to attend SU student activities/clubs, eat meals, work on homework, utilize the computer labs, work out at the Wellness Center, and attend workshops, meetings, and activities with the CEI Staff each week.

Meals: SU CEI will provide students with 30 lunch tickets a semester (2/week). If a student qualifies for free or reduced lunch, the District is responsible to provide them with a meal.

Activity Schedules: Workshops and other activities will be provided through the CEI program depending on schedules and staff availability (i.e. interns, etc.). These are optional but students are highly encouraged to attend. SU CEI staff will not be responsible for providing full day scheduling. A student's campus-based schedule should be created by the student, coach, and transition specialist based on the student goals both personally and as outlined through the MOU.

pIeCEs: Positive Inclusion of Everyone Creates Educational Success is a University Student Government Approved club that supports students in the Program with appropriate social development. The peer mentors provide weekday support when available and aim to provide support to students during weeknight and weekend activities both on and off campus. Peer mentors are not Educational Coaches. Availability of peers during the academic day is contingent on their schedules and not always guaranteed to match the availability of the students. pIeCEs members do receive training regarding inclusion, accessibility, and specific students when necessary. Ed Coaches should encourage students to be the primary contact with peer mentors since the goal is to develop friendships. Ed Coaches should not be primary contact with the peers unless it has been identified as the necessary protocol.

Evaluation of Student Progress: The University reserves the right to evaluate a student's progress in the program, and, under certain circumstances, to dismiss a student from the program for a failure to achieve acceptable performance towards their goals outlined through their Person-Centered Plan or a failure to comply with University policy. In the event that the University determines that a student should be dismissed from the program, the University will notify the student in a conference with CEI staff, district representation, and parents/guardians at which point the student will have an opportunity to be heard. Prior to a dismissal meeting, communication, via email & phone between the district and CEI staff will have consistently documented student progress and identified concerns. If we find the program is not a match for the student a list of recommendations will be provided at the dismissal meeting. Any student dismissed from the program may appeal the dismissal at the time of the meeting.

Transportation: The District will provide the student and his/her Educational Coach transportation to and from the University; this includes ADA-PVTA and/or Educational Coaches transporting themselves. If the Educational Coach drives themselves, State University will provide 1 parking permit. Districts will provide transportation following the University calendar. This includes during February and April K-12 vacations.

Books and supplemental Materials: All textbooks and supplemental materials required for classes will be provided by the CEI Program. Students are required to bring their own writing utensils and/or technology, excluding assistive technology. Districts are responsible for providing assistive technology outlined in the IEP.

Attendance: Students and coaches will follow the University academic calendar and are expected to attend their University courses during high school vacations. Students are expected to attend all classes and follow the professor's attendance policy even if they are auditing the course. If a student has more than 3 unplanned/unexcused absences from the program on course days (does not include inclement weather absences) student participation in the program will be reviewed.

Inclement Weather: In situations that a sending district is closed but the University is open students are not expected to be on campus. If a District has a delay, it is between the District, student, and family to arrange transportation and determine if the student will be on campus that day. If a District is open but uses District based transportation and schools are closed most likely the transportation company will not drive into the town, this is an excused absence. Transition specialists should have an inclement weather plan developed and reviewed with participating students, families, and Ed Coaches.

Community-based Internship/Employment: Districts will coordinate the students' community-based internship or employment opportunities by providing job development, transportation, and job coach support. If applicable, the CEI Program will locate on-campus job exploration internships aligned with the student's long-term goals.

Student Code of Conduct: Students will adhere to the University's Code of Conduct and SU reserves the right to follow the University's process if a student violates the Code of Conduct.

Emergency Closures: In the event that the Public Schools in the district and State University are ordered closed by federal, state or local governments or agencies for any reason, including but not limited to an influenza pandemic or other contagious illness, act of terror or war, or natural disaster, Public Schools shall provide funding to State University at its current tuition and rates for the services in the IEP during that period of closure provided State University specifically acknowledges and agrees that it will provide the Student with remote learning services in compliance with the IEP during any period of mandatory school closure, including but not limited to COVID-19 school closure.

In the event that the Public Schools in the district are open but State University reasonably determines that for the health and safety of its students it must close, for any reason, including but not limited to an influenza pandemic or other contagious illness, act of terror or war, or natural disaster, Public Schools shall provide funding to State University at its current tuition and rates for the services in the IEP during that period of closure regardless of Student's attendance at State University; provided that State University specifically acknowledges and agrees that it will provide the Student with remote learning services in compliance with the IEP during any period of mandatory school closure, including but not limited to COVID-19 school closure.

Partner Leadership Team (PLT): The Program will have a Partner Leadership Team consisting of school district staff (i.e. special education directors, special education supervisors transition specialists, and special education teachers), State University staff (i.e. Program Director, Asst. Coordinator, interns), and other stakeholders such as students, adult service providers, family members, outside partner agencies. As part of their MOA the PLT will meet minimally bimonthly and communicate via email regularly. If the district's designated PLT member is unable to attend a meeting, then the district is required to send an individual to serve in their place to represent the district. It is imperative that all PLT members attend these meetings as they will discuss programming, students, partnership initiative, staff development, and other initiatives as they are presented. Members of the PLT are also expected to attend the end-of-year gathering and statewide technical assistance training offered through the state education agency.

District Liaisons: Each District will identify 1-2 liaisons to serve as the primary contact between the University staff, the student and their families. The liaison's role is to coordinate the logistics of participation in the Program for the district including recruitment and identification of students; communication with students, Educational Coaches (Ed Coaches), parents/guardians, and program staff; submit data to the University as needed for reporting regarding the students; monitoring student progress towards their goals and objectives in their Individualized Education Plans, this also entails developing a data collection process developed with the Ed Coaches and/or the students regarding these goals; supervise Educational Coaches both in district and on-campus. Liaisons are required to meet with their Ed Coaches, students and program staff at least once a month on campus and have a plan in place for continuous supervision.

Educational Coaches (Ed Coaches): Districts are responsible for providing an Ed Coach for their students unless prior arrangements have been made and agreed upon. Ed Coaches are the primary point person between the District staff, the CEI staff, and the students on campus. Ed Coaches are required to be identified before the start of each semester and attend the specific Ed Coach training offered by CEI, this is excluding the Ed Coach Institute. Coaches will receive supervision from their identified District Liaisons who are typically the Transition Specialist and/or teacher (see above for required supervision meetings). Districts are required to provide Ed

Coaches with background and relevant information regarding their case students. They are also required to review with Ed Coaches their job expectations (i.e. data collection, communication, etc.) specific to their District positions. Districts should use the SU CEI Ed Coach manual for training along with District based materials. A back up District Ed Coach should be identified and receive basic training on the students, the CEI Program, and the campus if in the event the primary Ed Coach is going to be absent. During the semester it is not guaranteed the CEI staff will be available to provide on the spot training to unprepared Ed Coaches. If Districts are sending a replacement, substitute, or new untrained Ed Coach to campus then they are required to notify the Program Coordinator via email in advance. If it is in an emergency situation then they are required to notify the Program Coordinator by phone.

Applicable Law: This MOA is governed by and shall be interpreted consistent with state Law.

Entire Agreement: This MOA constitutes the entire agreement between parties. This MOA may not be amended or altered without the mutual, written consent of the parties.

Termination: Either party may terminate this MOA after one year through written notice to the other.

This Memorandum of Agreement defines the joint and separate responsibilities of the College and District for the Inclusive Concurrent Enrollment Program at State University. The parties mutually agree to the above provisions by executing this document.

Signatures: In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Public School Districts:

Director of Special Education: _____ Date: _____

State University:

CEI Program Coordinator: _____ Date: _____

EXAMPLE #2

Memorandum of Understanding Between The State Technical College System and The State Division of Vocational Rehabilitation

Rationale: The federal Rehabilitation Act (Title IV of the Workforce Investment Act) calls for the development of cooperative agreements between the state Vocational Rehabilitation Agency and its education partners who serve mutual customers/students.

Purpose: The purpose of the Division of Vocational Rehabilitation (DVR) is to assist individuals with disabilities to successfully prepare for, secure, retain or regain employment. DVR provides a variety of services pursuant to this purpose. The purpose of higher education is to make available to all qualified students, regardless of disability, the opportunity to acquire knowledge, skills, and/or expertise commensurate with their level of ability.

Pursuant to Section 504 of the Rehabilitation Act (20 U.S.C. 794) and Section 202 of the Americans with Disabilities Act (42 U.S.C. 12132), “no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.” While the purposes of VR and of higher education are different, they are not mutually exclusive.

This agreement seeks to clarify roles and responsibilities of the parties involved in fostering a seamless delivery system supporting the individualized plan for employment (IPE) for DVR customers attending a postsecondary program to meet his/her goals. Throughout the document “parties” or “all parties” refer to the state Technical College System (TCS) institutions and DVR. It is the intent of this agreement to ensure the understanding of responsibility between DVR and higher education institutions for students with disabilities who are eligible for DVR services.

As required, the agreement addresses the responsibilities of the TCS institutions to make their programs and services accessible, to provide auxiliary aids, and to accommodate the academic participation of qualified students with disabilities. A process for on-going coordination and communication between the agencies and a procedure for resolving disputes arising from the implementation of the agreement are also included.

Additional benefits of this agreement are increased dialogue, improved communications, and more effective working relationships that ultimately improve services to students.

In keeping with their differing purposes, DVR and TCS institutions may maintain different requirements regarding eligibility, documentation of disability, assignment of services or accommodations; nothing in this agreement shall obligate DVR or TCS institutions to abandon or alter their policies regarding such matters.

Nothing in this agreement shall obligate the TCS institutions to provide services or accommodations to students with disabilities who are clients of DVR that are not required for students with disabilities who are not clients of DVR.

Nothing in this agreement prohibits DVR from utilizing a cooperative arrangement or collaborative agreement mechanism to contract with individual TCS institutions or groups of those institutions to provide services for its clients beyond those required to assure equal access to educational opportunity.

Section 1. Responsibilities

Pursuant to Section 504 of the Rehabilitation Act (20 ILS.C. 794) and Section 202 of the Americans with Disabilities Act (42 U.S.C. 12132) TCS institutions “no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.” Pursuant to ADA Regulations 28 CFR §35.104 and 34 CFR §104.3, qualified means an individual with a disability who, with or without reasonable accommodation meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a TCS institution.

Accommodations refer to services or aids that are necessary to make a program, service, or activity accessible to a qualified individual with a disability.

Examples include, but are not limited to:

- Readers
- Digital/Audio/Braille/large print Texts
- Notetakers
- Extended time on exams
- Alternate Format for required materials
- Specialized equipment
- Interpreter/captioning

The postsecondary service provider has the responsibility to arrange and/or coordinate appropriate reasonable accommodations in accordance with federal regulations. 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. Therefore, TCS institutions have responsibility and authority for determining, in consultation with the student, the appropriate accommodation for a specific academic situation, including the level and way it will be provided.

DVR and TCS institutions have prepared materials to provide information and guidance regarding accommodating students with disabilities in postsecondary settings. These materials are available on the respective entities’ websites and have been shared with students, postsecondary special needs program staff and faculty, and DVR counselors.

When obligated under Federal or State law to provide or pay for any services that are also considered to be vocational rehabilitation services (other than those specified in paragraphs (1) through (4) and (14) of Section 103 (a) of the Rehabilitation Act of 1973 as amended in 1998) TCS institutions will fulfill that obligation either directly or by contract or other arrangement.

DVR may establish a collaborative agreement with the TCS Office, individual TCS institutions or groups of those institutions to provide DVR services as the Division has available funds and when those services meet the requirements for such agreements.

Section 2. DVR Support and Financial Aid Coordination

As confirmed in the student's IPE and after determining the use of comparable services and benefits, the DVR may provide, according to DVR policies and guidelines, funding for services that support the student's employment goal. These may include, but are not limited to tuition and fees, books, and supplies.

All DVR postsecondary students with IPE's will be asked to coordinate sharing information between DVR offices and the financial aid offices of the TCS campuses. The primary document which will facilitate this sharing of information is the DVR Training Grant - Information Form. The student, DVR, and the financial aid office will share information in a timely fashion to make maximum effort to access grants and scholarships, work study, and other post-secondary financial aids, to accurately calculate the cost of education, and to prevent over awards by all parties agreeing to immediately communicate any circumstances which may cause an over-award.

Section 3. Communication

In order to assure that coordination and communication occur between DVR, TCS Office and the TCS institutions, the following activities will take place:

- DVR, TCS Institutions and the TCS Office will each designate an individual to serve as the statewide interagency liaison.
- DVR and the TCS Office may conduct joint annual update/training sessions for front line campus and DVR staff regarding the joint agreement, and the postsecondary and DVR policies and procedures impacting the service to postsecondary students who are DVR clients. A primary goal of the training will be to assure consistency in interpretation of the interagency agreement among personnel throughout the state.
- The DVR administrator or his/her designee will meet with the TCS designated system representatives at least once during the period of this agreement to share feedback and review any concerns regarding the implementation of the joint agreement, plan joint staff training sessions, and explore additional opportunities for collaboration.
- It is understood between DVR and the TCS Office and campuses that students identified as being in need of and qualified for our respective services will be referred.

Section 4. Resolution of Disputes

The TCS Office and institutions and DVR have a long history of working cooperatively. Past experience predicts that most disagreements will be resolved through open discussion. The TCS and the DVR liaisons, working collectively, will review problems that cannot be solved at the local level between a DVR office and a TCS institution. Both informal and formal processes may be used by all parties to resolve local issues.

For the interagency agreement/memorandum of understanding, the TCS liaison and the DVR administrator or his/her designee and the DVR liaisons will participate in the negotiations. If issues in the agreement cannot be resolved by consensus, any party may request that the negotiations be forwarded for formal resolution. Once such a request has been made, the liaisons will have ten working days to continue the informal process. The deadline may be extended if all parties agree.

If the formal dispute resolution process is required, the Deputy Secretary of the Department of Workforce Development or his/her designee, and the TCS Vice President, Division of Teaching and Learning, or his/her designees will be convened to resolve the matter under dispute. A formal decision will be made and communicated to all parties.

Section 5. Effective Dates

The terms of this interagency agreement are in effect for July 1, 2018 to June 30, 2020.

Discussion of modifications for the period beyond the end of this agreement shall begin by October 1, 2019 and will be completed by May 1, 2020.

This agreement shall continue in force until <date>. Termination of the agreement may be affected by written notice served by one party to the other at least one hundred and twenty (120) days prior to the intended date of termination. Any provisions within this agreement which conflict with or exceed the authority vested in the parties under federal law, the State Statutes or the DVR State Plan will be severable as to the agreement.

Section 6. Signatures

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Division of Vocational Rehabilitation:

[Title/Position]: _____ Date: _____

IHE :

[Title/Position] : _____ Date: _____

EXAMPLE # 3

College and Employer Providing Internship Sites for Students

Purpose: This agreement between _____ and college/university program name is to establish the relationship in the provision of an internship opportunity for program students at the internship site.

Description: The Program serves students with intellectual disabilities on the college campus. During this two-year experience, each student is expected to live on campus, audit classes, participate in campus activities, and gain valuable employment experience through paid and unpaid internships or paid work experiences. At the end of this time, upon successful completion of program requirements, students will graduate with a Certificate of Accomplishment.

Students are required to work 10 hours each week at an on-campus/off-campus job site(s) as paid internships. We believe that this is a great opportunity for students to further explore their job interests and gain experience that will carry over into their lives after graduation. Thanks for supporting them to be successful employees in their communities.

Terms: Beginning Date: _____ End Date: _____

Parties to the agreement:

list names and contact info for relevant program staff and employer staff

Responsibilities

[internship site] agrees to:

Provide the student with a minimum of 10 and a maximum of 20 hours of work each week.

- Provide at least minimum wage and a timesheet to the student.
- Provide direct supervision and training in job duties
- Brief check-in with the the program contact at least once every two weeks.
- Provide honest and evaluative feedback to the student and program contact about student's performance as requested by the program's Career Development Coordinator (midterm and end semester).
- Provide reasonable accommodations for student according to their needs as identified by the student and when necessary, requested by the program's Career Development Coordinator.

The Program agrees to:

Provide the support, information, and feedback necessary to support the site supervisor or coworkers to train and supervise the student, including

- Direct student support in learning job or internship tasks and responsibilities until job-site supports can be developed or established with coworkers, supervisors, or technology
- Supervisor access to program support staff during student's internship hours, as needed.
- Program support staff check-in with the site supervisor at least once every two weeks
- Supporting the student to develop appropriate workplace habits and behaviors.

Signatures

[Internship Site Name]:

[Employer/Position]: _____ Date: _____

[Program Name]:

[Program Director]: _____ Date: _____

[Career Development Staff]: _____ Date: _____

EXAMPLE #4

Memorandum of Understanding Between Community Service Agency and College Program

Parties. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Services Inc., address XX, and the College Program, address XX.

Purpose. The purpose of this MOU is to establish the responsibilities of Community Service Agency (hereinafter referred to as “CSA”), and the Program (hereinafter referred to as “Program”) as it pertains to communication, resolution of disagreements, and provision of services to individuals in the Program that are qualified to receive services through an Local Management Entity/ Managed Care Organization (hereinafter referred to as LME/MCO).

Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect until either party decides it must be terminated. This MOU may be terminated, without cause, by either party upon a 60-day written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

Responsibilities of CSA. CSA will be responsible for providing services to individuals attending the Program that qualify for services through LME/MCOs based on contracts between the LME/MCO and CSA. Provision of services will include working with the LME/MCO to determine eligibility for individuals participating in the Program, providing staff to deliver services authorized by the LME/MCO, production and maintenance of documentation for all services provided as required by state Department of Health and Human Services, payment of employees for services provided that are authorized through the LME/MCO, provision of supervision for the employees providing services through CSA, and coordination with the Program to help transition students to the community to continue receiving services as authorized by the LME/MCO when participation ends in the Program.

Responsibilities of Program. Program will allow CSA to contribute to the admission process by consulting with CSA to determine eligibility for public funding through the associated LME/MCO, to provide space for CSA staff to meet with employees and clients for planning meetings and supervision as needed, to provide an area for CSA staff to lock up confidential information and provide access to it as needed to provide services, to provide clinical documentation as necessary to help CSA obtain authorization of services for potential clients, and to attend team meetings as necessary for the purpose of developing treatment plan outcomes for the clients served by CSA.

Resolution of Conflict. The parties hereby agree that, in the event of any dispute between the parties relating to this agreement, the parties shall first seek to resolve the dispute through informal discussion between CSA Lead QP and Program staff. In the event that a dispute cannot be resolved informally within 7 calendar days, the parties agree that the dispute will be brought to CPA Regional Manager in writing. The CPA Regional Manager will work directly with Program management to solve the issue objectively, to include a written recommendation for resolution of the complaint. The Regional Manager must submit a written response to the Program management no later than ten (10) business days after notification of an unresolved dispute. Should a resolution not be achieved by the Regional Manager, the dispute will be brought to CPA Clinical Director in writing. The CPA Clinical Director will work directly with the Program management to solve the continuing conflict objectively, to include a written recommendation for resolving the conflict. Should a resolution still not be achieved the dispute will be

brought to CPA Executive Director in writing. The CPA Executive Director will work directly with the Program management to solve the continuing conflict objectively, including to respond with a written recommendation for resolving the conflict within 10 days. If a resolution to the dispute cannot be attained and either party feels they cannot continue this agreement, a termination of the MOU may be necessary.

General Provisions

Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State. The parties hereby agree that any dispute arising shall be resolved exclusively in the State or Federal courts located in the state.

Entirety of Agreement. This MOU, consisting of 5 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

Intellectual Property. The parties agree that any intellectual property, which is jointly developed through activities covered under this MOU, can be used by either party for business purposes without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOU but consent will be obtained from the owner of the property before using it for the purposes not covered by the MOU.

Principal Contacts. Such Principal Contacts may be changed in writing from time to time by their respective party.

Community Agency: List relevant staff with contact information

Program: List relevant staff with contact information

Signatures

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

[Community Service Agency Name]:

[Employer/Position]: _____ Date: _____

[College Program Name]:

[Title/Position] : _____ Date: _____