

**COOPERATIVE AGREEMENT BETWEEN THE
OREGON DEPARTMENT OF HUMAN SERVICES,
OREGON COMMISSION FOR THE BLIND,
AND OREGON COMMUNITY COLLEGES**

This Agreement is between the Oregon Department of Human Services, hereinafter referred to as "DHS," the Oregon Commission for the Blind, hereinafter referred to as "OCB," and all Oregon Community Colleges that are signatories to this Agreement, hereinafter referred to as "Community Colleges" (collectively referred to as the "Parties"). The responsibilities of DHS under this Agreement shall be carried out through DHS' Office of Vocational Rehabilitation Services (OVRs).

I. TERM

This Agreement shall become effective on July 1, 2005. This Agreement shall expire on June 30, 2009, unless otherwise terminated or extended prior to that date.

II. PURPOSE

The purpose of this Agreement is to develop and implement a cooperative framework for providing coordinated vocational rehabilitation education services for eligible students with disabilities.

III. LEGAL AUTHORITY FOR THIS AGREEMENT

This Agreement is entered into by the Parties consistent with the authority granted in Pub. L. 105-220, Title IV, Rehabilitation Act of 1973, as amended (section 101).

IV. RESPONSIBILITIES OF THE PARTIES

A. Mutual responsibilities and commitments of OCB, Community Colleges, and DHS through its OVRs:

1. Shared mutual interest in assuring that qualified and eligible students with disabilities have access to reasonable accommodations for the provision of effective auxiliary aids and services while attending Oregon's community colleges;

2. Work together to increase communication, collaboration, and cooperation in providing access to educational opportunities to students with disabilities;
3. Work together to maximize available opportunities to improve career and placement services for students with disabilities;
4. Work together to understand, acknowledge, and respect the differing requirements and definitions among the partners for such terms as eligibility, documentation of disability, confidentiality (including protected documents within each of our systems), provision of services, and accommodations based on the differing missions of the partners;
5. Work together to determine mutual in-service training needs of staff and implement joint staff development/training as needed;
6. Utilize a CORE Group as a collaborative forum for rehabilitation and education in the exchange of information on issues of common concern, which may examine policy issues and process improvements to further the goals of the Agreement. The CORE Group consists of Community College Disability Services representatives from each Region, OVRS, OCB, and CCWD (Department of Community Colleges and Workforce Development).
7. Work together to obtain increased federal, state, and private funding for the provision of auxiliary aids and services and vocational rehabilitation services.

B. Responsibilities of OCB, and DHS through its OVRS:

1. Assist students in developing individual plans for employment under the Workforce Investment Act of 1998, Pub. L. 105-220, August 7, 1998, 112 Stat. 936, as amended, Title IV, which reauthorized the Rehabilitation Act of 1973 and included the 1998 amendments to the Rehabilitation Act.
2. Appoint liaison contact persons from OVRS and OCB administrative offices who will be the primary contact persons for the Core Group. OVRS and OCB will be represented, with local linkages, at the Regional Team meetings.
3. On a case-by-case basis, provide services that are outside the scope of the Community Colleges, such as individual tuition support, support for tutoring services, and assistance to students with such items as adaptive devices, technology, and other materials that become the property of individual students, under

individualized plans for employment and in accordance with appropriate financial protocols of OVRs/OCB.

4. Provide assessments to determine whether an individual is eligible for vocational rehabilitation services, and meets order of selection criteria, to individuals who have been referred to OVRs/OCB by Community Colleges.
5. In exceptional situations of multiple or significant disability accommodation needs, OVRs/OCB shall work together with Community Colleges to negotiate and share costs for specific auxiliary aids or services on a case-by-case basis.
6. OVRs and OCB shall not require reimbursement from a Community College for services provided by OVRs or OCB to a student participant without written agreement of that Community College, including terms and procedures for reimbursement.

C. Responsibilities of Community Colleges

1. Provide access to education and training opportunities to students with disabilities as required by state and federal law.
2. Establish eligibility, determine and provide appropriate and reasonable accommodations for students with documented disabilities.
3. Establish and maintain a process, including an appeal process, for students with disabilities to pursue requests for reasonable accommodations.
4. Appoint a liaison contact person to work with the OVRs and OCB liaisons and the Community College representative from their Region on the CORE Group. Assign a local Disability Service coordinator to participate in the Regional Team meetings.
5. Nothing within this Agreement shall obligate Community Colleges to provide any additional or different services or accommodations to students with disabilities who are clients of OVRs/OCB, than are required to be provided to qualified students with disabilities who are not clients of OVRs/OCB.

V. CONSIDERATION

There is no monetary consideration provided or exchanged under this Agreement.

VI. GENERAL PROVISIONS

A. Termination

This Agreement may be terminated upon the mutual written consent of all the Parties. Any Party to this Agreement may terminate its participation in this Agreement by giving thirty (30) days written notice to all other Parties to this Agreement.

B. Amendment

The terms of this Agreement may not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written agreement signed by the Parties.

C. Indemnity/Hold Harmless

DHS, OCB, and Community Colleges shall be responsible exclusively with respect to their own employees for providing employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax deductions, workers' compensation coverage, and PERS contributions. Each Party shall perform under this Agreement as an independent contractor. DHS, OCB, and Community Colleges each shall be responsible, to the others, to the extent permitted by the Oregon Constitution, and subject to the limitations of the Oregon Tort Claims Act (ORS 30.160.30.300), but only for the acts, omissions, or negligence of their own respective officers, employees, or agents.

D. Compliance with Applicable Law

DHS, OCB, and Community Colleges shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to work under this Agreement. Without limiting the generality of the foregoing, DHS, OCB, and Community Colleges expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659A.142, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. These laws, regulations and

executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and are required by law to be so incorporated.

E. Confidentiality of Client/Student Information

1. All information as to personal facts and circumstances obtained by the Parties pertaining to individuals affected by this Agreement shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the individual(s) involved. Nothing prohibits the disclosure of information in summaries, statistical, or other forms which does not identify particular individuals.
2. The use or disclosure of information concerning individuals covered by this Agreement shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.

F. No Third Party Beneficiaries

DHS, OCB, and Community Colleges are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

G. Merger Clause

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER HEREOF. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND ANY PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

H. Written Notice

All notices regarding this Agreement should be sent to the Parties at the following addresses:

**DEPARTMENT OF
HUMAN SERVICES**

Stephaine Parrish Taylor, Administrator
Office of Vocational Rehabilitation
Services
500 Summer Street NE
Salem, OR 97301-1120

**OREGON COMMISSION
FOR THE BLIND**

Linda Mock, Administrator
535 SE 12th Avenue
Portland, OR 97214

**BLUE MOUNTAIN
COMMUNITY COLLEGE**

John Turner,
President
P.O. Box 100
Pendleton, OR 97801-1000

**CENTRAL OREGON
COMMUNITY COLLEGE**

Dr. James E. Middleton,
President
2600 NW College Way
Bend, OR 97701-5998

**CHEMEKETA
COMMUNITY COLLEGE**

Dr. Gretchen Schuette,
President
P.O. Box 14007
Salem, OR 97309-7070

**CLACKAMAS
COMMUNITY COLLEGE**

Dr. Joe Johnson,
President
19600 S. Molalla Avenue
Oregon City, OR 97045-7998

**CLATSOP
COMMUNITY COLLEGE**

Dr. Greg Hamann,
President
1653 Jerome Avenue
Astoria, OR 97103-3698

**COLUMBIA GORGE
COMMUNITY COLLEGE**

Dr. Frank Toda,
President
400 E. Scenic Drive
The Dalles, OR 97058-3434

**KLAMATH
COMMUNITY COLLEGE**

Dr. Fred Smith,
President
7390 South 6th Street
Klamath Falls, OR 97603-7121

**LANE
COMMUNITY COLLEGE**

Dr. Mary Spilde,
President
4000 E. 30th Avenue
Eugene, OR 97405-0640

**LINN-BENTON
COMMUNITY COLLEGE**

Dr. Rita Cavin,
President
6500 Pacific Blvd SW
Albany, OR 97321-3779

**MT. HOOD
COMMUNITY COLLEGE**

Dr. Bob Silverman,
President
26000 SE Stark Street
Gresham, OR 97030-3300

**OREGON COAST
COMMUNITY COLLEGE**

Dr. Patrick J. O'Connor,
President
332 SW Coast Hwy
Newport, OR 97365-4928

**PORTLAND
COMMUNITY COLLEGE**

Dr. Preston Pulliams,
President
P.O. Box 19000
Portland, OR 97280-0990

**ROGUE
COMMUNITY COLLEGE**

Dr. Peter Angstadt,
President
3345 Redwood Hwy
Grants Pass, OR 97527-9298

**SOUTHWESTERN OREGON
COMMUNITY COLLEGE**

Dr. Stephen J. Kridelbaugh,
President
1988 Newmark Avenue
Coos Bay, OR 97420-2971

**TILLAMOOK BAY
COMMUNITY COLLEGE**

Ralph Orr,
President
2510 First Street
Tillamook, OR 97141-2599

**TREASURE VALLEY
COMMUNITY COLLEGE**

Dr. James Sorensen,
President
650 College Blvd
Ontario, OR 97914-3498

**UMPQUA
COMMUNITY COLLEGE**

Dr. Blane Nisson,
President
P.O. Box 967
Roseburg, OR 97470-0226

VII. SIGNATURES

DEPARTMENT OF HUMAN SERVICES:

By: _____ Date: _____

Title: _____

OREGON COMMISSION FOR THE BLIND:

By: _____ Date: _____

Title: _____

BLUE MOUNTAIN COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

CENTRAL OREGON COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

CHEMEKETA COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

CLACKAMAS COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

CLATSOP COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

COLUMBIA GORGE COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

KLAMATH COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

LANE COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

LINN-BENTON COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

MT. HOOD COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

OREGON COAST COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

PORTLAND COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

ROGUE COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

SOUTHWESTERN OREGON COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

TILLAMOOK BAY COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

TREASURE VALLEY COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

UMPQUA COMMUNITY COLLEGE:

By: _____ Date: _____

Title: _____

