

**Memorandum of Agreement between the  
Florida Department of Education's Division of Vocational Rehabilitation, Division  
of Blind Services and the Board of Governors' State University System of Florida  
Regarding their Responsibilities to Individuals with Disabilities**

**Introduction**

The requirements for interagency coordination between the state vocational rehabilitation (VR) agency and institutions of higher education are located at section 101(a) (8) (B) of the Rehabilitation Act of 1973, as amended and at 34 CFR 361.53(d). The regulatory requirements for coordination with universities or community colleges are within the section on comparable services and benefits, requiring the state VR agency to identify and use, in whole or in part, comparable benefits and services that may exist prior to providing any vocational rehabilitation service. Therefore, this agreement identifies comparable services and benefits available from the State University System of Florida that are applicable to a student's Individualized Plan for Employment (IPE). In addition, this agreement strives to meet the needs of the individual being served without undue delay or hardship caused by disagreement between the two entities.

**Overview and Purpose**

Pursuant to requirements established in the 1998 Amendments to the Rehabilitation Act (Title IV of the Workforce Investment Act of 1998), this memorandum of agreement shall be the mechanism used to formalize an agreement between the Florida Department of Education Division of Vocational Rehabilitation (DVR), Division of Blind Services (DBS) and the State University System of Florida (SUSF) regarding their responsibilities to individuals with disabilities who are served by DVR and DBS and are enrolled students within a SUSF institution. This agreement is intended to clarify roles, functions and facilitate achievement of education at SUSF institutions for individuals served by DVR or DBS.

**Mission and Legal Basis**

**Division of Vocational Rehabilitation**

The mission of DVR is to provide services that lead to employment and increased independence for Floridians with disabilities. The VR Program has the following basis in federal law:

1. Rehabilitation Act of 1973, as amended.
2. 34 CFR Part 361.

### **Division of Blind Services**

The mission of the DBS vocational rehabilitation program is to assist individuals in achieving or maintaining an employment outcome that is consistent with his/her unique strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. The VR Program has the following basis in federal law:

1. Rehabilitation Act of 1973, as amended.
2. 34 CFR Part 361.

### **State University System of Florida**

The State University System of Florida consists of eleven public universities, each with its distinctive mission, collectively dedicated to serving the needs of a diverse state through excellence in teaching, research and public service.

The institutions' Offices of Student Disability Services provide reasonable accommodations to qualified students with disabilities, as necessary, to assure they have equal access to educational opportunities. A qualified student with a disability is a disabled individual who meets the academic and technical standards requisite to admission or participation in the recipient's program. Activities of the institutions' Offices of Student Disability Services have the following basis in law:

1. Section 504, The Rehabilitation Act of 1973, as amended.
2. The Americans with Disabilities Act of 1990.
3. The Family Educational Rights Privacy Act (FERPA) (Buckley Amendment).

### **Roles and Responsibilities**

**Student** (will have been apprised of these responsibilities by DVR and/or DBS Counselor)

- Attend classes and complete assigned work.
- If the student plans to request reasonable accommodations in his or her studies, to register with the institution's Office of Student Disability Services and provide that office, in accordance with its procedures, documentation of disability and the corresponding need for the requested accommodation. Further, the student should provide the Office of Student Disability Services updated documentation as required by that office.
- Notify the Office of Student Disability Services and the VR (DVR and/or DBS) Counselor when problems arise in a timely manner, i.e., poor mid-semester evaluations or being placed on academic probation.
- Share academic transcripts each semester with their VR (DVR and/or DBS) Counselor.

- Self-disclose any disabilities that require reasonable accommodation to the Office of Student Disability Services.
- When applying for financial aid, student should request that postsecondary testing to determine the type and level of accommodations for learning disabilities (if needed) be included in student cost of attendance
- Maintain standards of academic progress established by the institution.

### **Divisions of Vocational Rehabilitation and Blind Services**

The Department of Education, by way of its Divisions of Vocational Rehabilitation and Blind Services is the official State Agency that administers vocational rehabilitation programs, and is an integral part of the statewide workforce investment system in Florida. The VR (DVR and/or DBS) counselor determines eligibility based on available information and secures additional assessment information as required to determine eligibility and/or rehabilitation needs.

Students will be apprised of their responsibilities by the DVR and/or DBS Counselor.

The vocational rehabilitation programs provide eligible individuals with disabilities an array of employment-related services and opportunities required for the achievement of the individual's employment goal. The employment goal and services required are specified on an Individualized Plan for Employment (IPE) developed by the individual and approved by DVR and/or DBS.

Depending on the requirements for achieving the employment goal, post-secondary education may be a service included on the IPE. Services are provided or arranged by VR (DVR and/or DBS) counselors consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities and informed choice.

DVR and DBS are required by federal law to ascertain if comparable benefits are available for services required by an eligible individual, and are prohibited from paying for services that are available through other state or federal programs.

There are 117 DVR and 16 DBS offices in communities throughout Florida to serve individuals with disabilities seeking employment. Individuals may also initiate rehabilitation services through most One-Stop Employment Centers located throughout Florida.

### **State University System of Florida**

The SUSF Office of Student Disability Services, after receiving a request for a reasonable accommodation by a qualified student with a disability who has provided **appropriate** documentation supporting the need for the requested accommodation, will identify a reasonable accommodation to enable the student to benefit from the institution's programs and activities as required by the ADA and the Rehabilitation Act, as amended. The Office of Student Disability Services will also facilitate provision of reasonable and

appropriate accommodations and work with instructors regarding the student's need for accommodations in the classroom. Information and guidance is available through the SUSF Office of Student Disability Services to prospective and enrolled students regarding reasonable accommodations that are available in post-secondary education.

### **Financial and Programmatic Responsibilities**

#### **The Divisions of Vocational Rehabilitation and Blind Services**

1. May provide financial assistance for tuition, fees, books, and transportation to students with disabilities attending a SUSF institution that are served by DVR and/or DBS, consistent with the individual's Individualized Plan for Employment and State regulations.
2. Will encourage DVR and/or DBS clients interested in attending a SUSF institution to meet with the Office of Student Disability Services to discuss needs, concerns and the services provided by that office.
3. Shall provide relevant assessment information to the SUSF, Office of Student Disability Services documenting the DVR and/or DBS client's disability and need for reasonable accommodation, with the written permission of the individual served. (DVR and DBS are not able to fund assessment services to students who are not their clients for the sole purpose of identifying and documenting the need for reasonable accommodations at the SUSF institution.)
4. Will clarify with clients interested in attending or already enrolled at a SUSF institution that 1) the Office of Student Disability Services in coordination with the academic advisor has the responsibility to determine if accommodations are needed in the college setting and, if so, the nature and scope of such accommodations, 2) students must request consideration of accommodations through the Office of Student Disability Services, and 3) accommodations provided at the college may be different from those which may have been provided in a high school setting.
5. In circumstances where the client/student has a very significant disability that may require "high tech" accommodations, DVR and/or DBS may, at the request of a SUSF institution, be able to provide technical assistance to assist the Office of Student Disability Services in identifying the nature and extent of needed accommodations and provide training in the use of those accommodations.
6. DVR and/or DBS will assist clients/students to access resources to obtain rehabilitation technology services, which include rehabilitation engineering, assistive technology devices, assistive technology services and other materials that may have been loaned conditionally or have become the property of individual students, under Individualized Plans for Employment and in accordance with Florida Statutes and DVR and/or DBS policies and procedures. DVR and/or DBS

will pay for interpreter services (DBS will pay for tactile interpreting) needed by a student outside of class time, i.e., tutorials, for individuals who are deaf or deaf-blind in accordance with DVR and/or DBS policies.

**The State University will:**

1. Upon receipt of a request for an accommodation by a qualified student with a disability of an SUSF institution's program or activity, the institution will work with the student in an interactive process, including reviewing with the student the required documentation to support their request, to identify a reasonable accommodation to enable the student to effectively participate in the institution's programs and activities as required by the ADA and the Rehabilitation Act, as amended. However, a request for an accommodation that would fundamentally alter the nature of the institution's program or activity would not be reasonable and therefore is not required by law.
2. Follow the Family Educational Rights and Privacy Act and section 1002.22, Florida Statutes, as well as sections 413.012 and 413.341, Florida Statutes, and 34 C.F.R. 361.38 as those laws and regulations pertain to the confidentiality of student and DVR and/or DBS client information, including personal information provided about a student in support of a request for reasonable accommodations.
3. Identify and, as funded by the legislature, provide educationally related, on-campus reasonable accommodations for students with disabilities, including individuals who are clients of DVR and/or DBS, attending a SUSF institution based on documented need and policies of the institution.
4. Provide academic advisement to individuals with disabilities including development of a plan of study that will fulfill completion of requirements for graduation.
5. With the written permission of the student, as required by FERPA, the Office of Student Disability Services may collaborate with the DVR and/or DBS counselor in order to provide said student with appropriate guidance or reasonable accommodations.
6. Refer individuals with disabilities to DVR and/or DBS if the individual requests referral and is interested in achieving employment.

**Common Understandings**

1. Completion of Programs/Courses of Study. All parties, within their own legal requirements, policies and mission, are committed to students with disabilities completing programs of study, consistent with their strengths, resources, priorities,

concerns, abilities, capabilities, interests, and informed choice.

2. Confidentiality. All information provided by any party to any other in this agreement (e.g., grade reports, psychological evaluations) will be held confidential and will not be further disclosed without the explicit written permission of the client/student or, except as required by law.
3. Communication. DVR and/or DBS counselors and SUSF institution staff will communicate as needed to facilitate the successful completion of the client/student's educational program, including when planning the course of study, reviewing progress in the program and addressing anticipated changes in the educational program undertaken.
4. Collaboration on Resource Issues. DVR and/or DBS and the SUSF institution will share information about availability and funding of reasonable accommodations and will seek opportunities to develop strategies to improve access to and cost effectiveness of assistive technology and other reasonable accommodations.
5. Provision of additional services by SUSF institutions to DVR and/or DBS clients. Nothing within this agreement shall obligate SUSF institutions to provide services or accommodations to students with disabilities who are clients of DVR and/or DBS above and beyond those services and accommodations provided for students with disabilities who are not clients of DVR or DBS.
6. Retention of policies. In keeping with their differing missions, DVR, DBS, and the SUSF systems may maintain different requirements regarding eligibility, documentation of disability, and provision of services (DVR and DBS) and accommodations (SUSF). Nothing within this agreement shall obligate DVR, DBS or SUSF to abandon or alter their policies in regard to such matters as they are used in guiding the provision of services/supports.
7. Contracting for additional services. Nothing within this agreement prohibits DVR or DBS from contracting with SUSF to provide services/support for its clients beyond those required to assure equal access to educational opportunity.

### **Dispute Resolution**

- Step 1- It is the intent of all parties that all disputes arising under or related to this agreement between DVR or DBS and SUSF will be resolved at the department level to include the appropriate authority at the SUSF institution.
- Step 2- Disputes not resolved at the department level within 30 days will be referred to an appropriate designee at the SUSF institution.
- Step 3- Disputes not resolved at the institution level within 30 days will be referred to a mediator, certified by the Florida Supreme Court.

Step 4- If mediation does not resolve the dispute within 60 days, then the matter will be submitted to arbitration in accord with the rules of the American Arbitration Association. The costs of arbitration will be shared equally between the parties. The parties further agree that each side will bear its own attorney's fees and costs associated with the resolution of any dispute arising under this agreement.

Nothing in this agreement shall be construed to limit any existing substantive or procedural protections of state or federal law or regulation.

### **Conditions and Terms of Reimbursement**

1. If the institution does not provide or pay for services as detailed under the applicable law and enumerated under "Financial and Programmatic Responsibilities," DVR and/or DBS shall provide, arrange, and/or pay for the service(s) in a timely manner when such services are deemed necessary to the successful completion of the students' Individualized Plan for Employment.
2. In such circumstances, DVR and/or DBS may request reimbursement for the service(s) from the institution. Disputes between the institution and the DVR and/or DBS will be resolved in accordance with procedures described under "Dispute Resolution."

### **General Provisions**

#### **Compliance with Laws**

Each party shall comply with all Federal, State and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this agreement. The laws and regulations of the State shall govern the rights of the parties, the performance of this agreement and any disputes. If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law. Any changes in the governing laws, rules, and regulations during the term of this agreement shall apply but do not require an amendment.

#### **Non-Discrimination**

The parties shall comply with mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

**Termination**

Each party shall have the right to terminate this agreement, with or without cause, by mailing the other parties written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the effective date of said termination.

**Amendments or Modifications**

This agreement may be amended or modified at any time by mutual agreement. No agent, employee, or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.

**In Witness whereof, the parties have executed this agreement on the dates stated in the following pages.**

**Memorandum of Agreement between the  
Florida Department of Education’s Division of Vocational Rehabilitation, Division  
of Blind Services, and the Board of Governors’ State University System of Florida  
Regarding their Responsibilities to Individuals with Disabilities**

**In Witness whereof, this party has executed this agreement on the date stated below:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

John L. Winn, Commissioner  
Florida Department of Education

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**In Witness whereof, this party has executed this agreement on the date stated below:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Bill Palmer, Director  
Division of Vocational Rehabilitation  
Florida Department of Education

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**In Witness whereof, this party has executed this agreement on the date stated below:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Craig Kiser, Director  
Division of Blind Services  
Florida Department of Education

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**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Castell V. Bryant, Interim President  
Florida Agricultural & Mechanical University

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**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Frank T. Brogan, President  
Florida Atlantic University

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**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
William C. Merwin, President  
Florida Gulf Coast University

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**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Modesto A. Maidique, President  
Florida International University

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**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
T. K. Wetherell, President  
Florida State University

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**In Witness whereof, this party has executed this agreement on the date stated below:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Gordon E. Michalson, Jr., President  
New College of Florida

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**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

John C. Hitt, President  
University of Central Florida

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**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

J. Bernard Machen, President  
University of Florida

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**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

John A. Delaney, President  
University of North Florida

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**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Judy L. Genshaft, President  
University of South Florida

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**In Witness whereof, this party has executed this agreement on the date stated below:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

John C. Cavanaugh, President  
University of West Florida