

BOARD ITEM

Individual Training Account (ITA) Agreement

DRAFT COPY



PARTIES TO AGREEMENT
CareerSource Escarosa
3670 -2A North "L" Street
Pensacola, FL 32505

Name of Vendor/Institution:

Address:

Telephone:

Contact Person:

This agreement is between _____, the Vendor, and CareerSource Escarosa. The Vendor is a private, public post-secondary institution offering occupational skills training to the general public. One of CareerSource Escarosa roles is to solicit occupational skills training, approve training programs and providers, and issue information on the approved training programs and providers to the general public as a tool for making informed choices when selecting job training. Note: All training institutions must be Accredited Educational Providers or licensed with the Commission for Education (CIE).

CareerSource Escarosa receives funding through the Workforce Innovation & Opportunity Act (WIOA), Trade Adjustment Assistance Program (TAA) and Welfare Transition legislation, and amendments to these acts, to purchase training and support services for individuals who qualify for and need occupational skills training to be employable or upgrade skills to become self-sufficient. These individuals must be residents of Local Workforce Development Area (LWDA) 01, Escambia and Santa Rosa Counties.

BOTH PARTIES AGREE THAT:

1. For Initial or First-Year Training Providers, this agreement will be effective on the latest date of signature and will end on _____.

Pursuant to the First-Year Agreement period, providers must re-apply by completing a Continued Eligibility Application which should be prepared and submitted to CSE by _____ ninety (90) days before the agreement ends. Training providers must meet minimum levels of performance.



2. For Continued Training Providers, this agreement will be effective on the latest date of signature and will remain in effect unless either party terminates the agreement by giving the other party a thirty (30) day written notice of termination.
3. Information regarding individuals referred by CareerSource Escarosa Career Centers will be shared, as necessary, to benefit the individual.
4. Training for WIOA and Trade Adjustment Act (TAA) individuals shall be limited to occupations appearing on the Demand Occupations List as outlined in the Eligible Training Provider List (ETPL) and for which there are available jobs in the Region. Training for individuals eligible for Welfare Transition services and WIOA Youth services are not strictly limited to the Demand Occupations List; however, training must be in areas of demand where there are documented opportunities for employment.
5. Individuals referred to training must meet the Vendor's admission requirements and be selected for enrollment under the Vendor's normal screening and selection process.
6. Because this is customer choice, as funding permits, and based on suitability/eligibility for the designated programs, no minimum or maximum number of referrals to training providers/vendors is guaranteed or provided.
7. Individuals referred for training may not be required to take out loans, or go into debt, to pay tuition or fees and/or purchase books. In order to receive a referral for training, individuals must be able to document their ability to meet their basic monthly financial obligations as part of the eligibility/suitability determination process.
8. Individuals referred for training must apply for all forms of financial aid, including PELL, as applicable, before enrolling in training. Individuals who are determined suitable and eligible must apply annually (or as required by the funding source) for continued financial assistance and provide timely documentation to CareerSource Escarosa.



9. Tuition, books, and fees will be paid according to the Vendor's published fees, as submitted on the ETPL during the solicitation process, unless proper notification of a change is issued and approved. Note: Payment(s) will not be made for training participants who are allowed to change training programs without documented prior approval of the Career Advisor or their designee.

10. All notices under this Agreement shall be given in writing and delivered by mail, or e-mail. Notices shall be deemed given upon mailing and receipt by the other party.

11. Both parties will abide by the terms and conditions contained in this Agreement, procedures and other attachments to this Agreement.

12. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

AS PARTY TO THIS AGREEMENT, CAREERSOURCE ESCAROSA, AND ITS DESIGNEE(S), AGREE TO:

1. Provide the Vendor with copies of the occupations in demand, Board policies, law and regulations, as requested.

2. Ensure that the Vendor receives payment for authorized tuition, books and fees within 45 days of receipt of an acceptable and verified invoice. Invoices submitted with incorrect information, without required documentation, or incomplete will be returned.

3. Refer qualified individuals for enrollment only in approved training programs for which there is a demand and documented available jobs in the Region.



4. Provide the individual with Individual Training Account (ITA).

***NOTE:** The maximum investment does not automatically guarantee the full amount to be paid for each participant. The WIOA federal law requires coordination of funding.

5. Ensure that qualified individuals are referred with a completed Training Voucher.

6. Track the training vouchers issued to each individual to ensure that training vouchers do not exceed allowances.

7. Provide technical assistance and guidance regarding Workforce Innovation & Opportunity Act, Trade Adjustment Act, and Welfare Transition rules and regulations.

8. Share information regarding individuals referred, as necessary, to ensure ongoing services and retention in training.

9. For Welfare Transition funded participants: Provide supportive services such as child care and/or transportation which enable the individuals referred to participate in training. Note: The provision of supportive services is based on funding availability and for individuals which have furnished documentation that the additional assistance is needed. These services are designated for those customers who are successfully participating in training, i.e., individuals who are maintaining required grade levels, attendance, and/or meeting participation requirements.



AS PARTY TO THIS AGREEMENT, THE VENDOR AGREES TO:

- 1. Enroll individuals referred by the CareerSource Escarosa Career Centers in only courses, or programs, indicated on the Training Voucher.**
- 2. Deliver the training in accordance with the curricula submitted in the Training Vendor Application, at the cost identified and approved by CareerSource Escarosa.**
- 3. Notify CareerSource Escarosa of any changes in the approved training or cost (tuition, books, fees, etc.) within ten working days or prior to the enrollment of any individual referred by Career Centers, whichever is sooner.**
- 4. Accept CareerSource Escarosa voucher and submit invoice to CareerSource Escarosa for the tuition, books, and fees at the established/published rates submitted to CareerSource Escarosa as part of the Vendor's application. These Vouchers will be issued in increments, not to exceed one semester, or similar training cycle.**
- 5. Regularly submit invoices to CareerSource Escarosa for the amount of tuition, books, and fees used and to notify CareerSource Escarosa if payment is not received timely. The individual must be enrolled in and receiving approved training before the invoice is considered valid. All applicable drop and add periods will apply. The invoice must contain the student's name, student identification number, training program and funding source (WIOA adult, WIOA dislocated worker, TAA, WTP, etc.) and be supported by a copy of the approved Voucher and any additional receipts or payment requests. By submitting the invoice, the Vendor is certifying that, to the best of its knowledge, the cost of tuition is for only those required courses for the training program authorized on the Voucher.**



6. Charge CareerSource Escarosa, not the individual referred, for all tuition, books, and fees specified in the Eligible Training Provider List, and authorized by the Voucher. The Vendor may directly bill the individual for unauthorized costs voluntarily incurred by the individual, or for courses not covered by the Voucher that the individual enrolls in. CareerSource Escarosa accepts no liability for unauthorized costs not contained on the official training voucher form. The Vendor understands that CareerSource Escarosa has a minimum of 30 days in order to process an accurately documented invoice. If the Vendor does not provide an invoice with all supporting documentation, the invoice will be returned. The Vendor agrees to contact CareerSource Escarosa after 30 days has lapsed regarding any outstanding payment.

7. The Training Provider shall notify the appropriate CSE representative within 5 – 10 days of individual termination/drop from the training program. In such an instance, information concerning individual employment, medical issues, etc., if known, should be provided.

8. Refund tuition and fees paid by CareerSource Escarosa for individuals who enroll in and begin training, but drop out of courses, in accordance to the Training Provider's drop/add period refund policies. Refunds for costs already reimbursed under this Agreement, must be paid directly to CareerSource Escarosa.

9. Provide the CareerSource Escarosa funded student a transcript or other record of completion or accomplishment on the same basis as these records are provided all students enrolled with the Vendor. Vouchers will not be issued for subsequent training cycles without a transcript or progress report (including attendance records) for the previously completed cycles.

10. Refer individuals back to CareerSource Escarosa if the individual or the Vendor is unable to continue the training specified in the Voucher.



11. Ensure that all referrals apply for financial aid, especially the Pell, as applicable, coordinate financial assistance with CareerSource Escarosa, and help ensure that funds provided by CareerSource Escarosa are in addition to funds otherwise available in the area. It is the Vendor's responsibility to prevent misapplication of funds when other funds could have been used for the same purpose. Note: Workforce Innovation & Opportunity Act (WIOA) Adult and Dislocated Worker funds must be applied toward the cost of tuition, books, and fees prior to any Pell assistance being applied to those costs. Pell funding assistance is to be used by CSE funded individuals for other training related costs and supportive services.

12. Understand that individuals referred to CareerSource Escarosa by the Vendor must qualify for assistance under government guidelines, and that they will be provided career counseling and employment planning that may result in a different path for the individuals. They may not be referred back to the Vendor for enrollment.

13. Reporting to FETPIP is a requirement of this agreement. The Training Provider shall understand that subsequent eligibility will be based, in part, on data reflecting favorable outcomes as verified by FETPIP.

As a requirement to maintaining subsequent eligibility, the Training Provider is responsible for making arrangements and providing FETPIP with the information required. FETPIP phone number is 850-245-0429. Failure to report in a timely manner is cause for immediate termination of this agreement.



In addition to FETPIP reporting requirements, the Training Provider may be asked to report additional data and outcomes.

At a minimum, the Training Provider must report the following information for each program:

- Total number of persons enrolled in the program
- Total number of CSE participants enrolled in the program
- Total number of persons completing the program
- Total number of CSE participants completing the program
- Total number of persons awarded a recognized industry or post-secondary credential
- Total number of CSE participants awarded a recognized industry or post-secondary credential
- Total number of persons employed after completing the program
- Total number of CSE participants employed after completing the program
- Average wage rates of persons employed after completing the program
- Average wage rates of CSE participants employed after completing the program
- Information on the program costs of each program for CSE participants completing the program (those costs should include all costs related to the program, including tuition books, lab fees, supplies, application fees, exam fees, test fees, etc.)
- Information on the industry recognized credential, including post-secondary credential, received upon completion, and whether or not the credential is stackable with other credentials as a career ladder/pathway sequence.

14. Not contract, assign or transfer any rights or responsibilities covered by this Agreement, or any portion thereof, without prior written approval by CareerSource Escarosa.



15. Make available all books, documents, papers, and records (including computer records) directly related to this Agreement for examination, audit, or the making of excerpts or copies of such records, at any time during normal business hours and as often as CareerSource Escarosa, Department of Economic Opportunity or their contracted agencies, CareerSource Florida, the United States Department of Labor, Comptroller General of the United States, or their designated representatives may deem necessary. This provision also includes timely and reasonable access to the Vendor's personnel for interviews and discussions related to these documents and reviews.

16. Understand all training funded by WIOA is limited to 24 months (consecutively) in duration. Note: In case of documented medical issues, CareerSource Escarosa will consider extending the length of training completion on an individualized basis.

17. CSE has included minimum performance levels for the Eligible Training Provider List and those levels must be maintained on a program year basis in order to remain on the local Eligible Training Provider List. These levels are as follows:

- a) 75% of WIOA participants enrolled will complete the designated training program.
- b) 85% of WIOA participants who completed the program training will gain employment.
- c) 90% of WIOA participants who completed training, gained unsubsidized employment will be retained the fourth quarter after exit.
- d) 90% of WIOA participants who completed training will earn an industry recognized credential or degree.

18. Comply with the requirements of the Workforce Innovation & Opportunity Act, the Trade Adjustment Assistance Program and all rules and regulations pertaining to the Act, and Title IV of the Civil Rights Act, as well as state and local laws that make it unlawful to discriminate on the basis of sex, race, national origin, religion, age, disability, or political affiliation.



For each individual identified, the training provider must furnish a report on a semester or term basis that contains the following information:

- Confirmation of continued enrollment in approved program of study
- Confirmation of program completion
- Documentation of grades

The data is compiled and matched against the State of Florida Unemployment Insurance wage records when available, Department of Revenue New Hire Reports or Employ Florida (EF), documentation found in the job seeker's career center file, or onsite at the training provider.

CareerSource Escarosa staff reviews training performance data to ensure continuous improvement and that only quality programs remain on the list of approved eligible training providers. The determination of subsequent eligibility is based upon reliable and verifiable performance information. As a result, data validation of the performance levels reported by the Vendor are reviewed and verified by CareerSource Escarosa performance staff. If performance issues are identified, a response in the form of a correction action plan is required to be provided within 20 business days. The CareerSource Escarosa Chief Operating Officer reviews and approves the Vendor's corrective action plan within 30 business days of its receipt thereof. CareerSource Escarosa performance staff also conducts a follow-up review to determine whether the approved correction plan was implemented by the Vendor and the findings were corrected.

TERMINATION OF AGREEMENT: CareerSource Escarosa, at its discretion and under its obligation to protect public funds, may terminate this Agreement for cause at any time, without prior notice or warning, effective immediately upon receipt by the Vendor of a notice of termination for cause. CareerSource Escarosa may terminate any agreement in whole or in part, at any time before the date of expiration, whenever it determines that the Vendor has materially failed to comply with the terms of the agreement. CareerSource Escarosa shall promptly notify the Vendor in writing of the termination and the reasons for termination, together with the effective date. Notice of termination may specify a later date, but provision of a later date shall not relieve the Vendor of ultimate liability for funds later determined to be unallowable.



Either party may terminate this Agreement, without cause, for its convenience by providing a minimum of thirty (30) calendar days written notice to the other party. No activity for which payment is claimed shall be accrued after the date of termination. All expenses incurred by the Vendor prior to termination are reimbursable, if allowable through this Agreement. There shall be no interruption in services for CSE participants already enrolled in training.

CareerSource Escarosa reserves the right to suspend this Agreement, in whole or part, if it appears to CareerSource Research Coast that the Vendor is failing to substantially comply with the quality of service or specified completion of its duties under this Agreement.

By signing this Agreement, I understand I am agreeing to the terms and conditions contained therein.

Individuals determined eligible for participation and funding through CareerSource Escarosa are responsible for:

- Providing notification to the CareerSource Escarosa Career Advisor regarding attendance, grades, withdrawals, completions and receipt of financial aid.
- Notify CareerSource Escarosa if unable to continue the training specified on the voucher.
- Notify and receive approval from CareerSource Escarosa prior to changing training programs.

CareerSource Escarosa:

Vendor:

Signature:

Signature:

Cliff Krut – Executive Director

Print Name/Title:

Print Name/Title:

Date:

Date:



DRAFT



PARTIES TO AGREEMENT
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3670 -2A North "L" Street
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- Total number of persons employed after completing the program
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- Average wage rates of persons employed after completing the program
- Average wage rates of CSE participants employed after completing the program
- Information on the program costs of each program for CSE participants completing the program (those costs should include all costs related to the program, including tuition books, lab fees, supplies, application fees, exam fees, test fees, etc.)
- Information on the industry recognized credential, including post-secondary credential, received upon completion, and whether or not the credential is stackable with other credentials as a career ladder/pathway sequence.

14. Not contract, assign or transfer any rights or responsibilities covered by this Agreement, or any portion thereof, without prior written approval by CareerSource Escarosa.



15. Make available all books, documents, papers, and records (including computer records) directly related to this Agreement for examination, audit, or the making of excerpts or copies of such records, at any time during normal business hours and as often as CareerSource Escarosa, Department of Economic Opportunity or their contracted agencies, CareerSource Florida, the United States Department of Labor, Comptroller General of the United States, or their designated representatives may deem necessary. This provision also includes timely and reasonable access to the Vendor's personnel for interviews and discussions related to these documents and reviews.

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TERMINATION OF AGREEMENT: CareerSource Escarosa, at its discretion and under its obligation to protect public funds, may terminate this Agreement for cause at any time, without prior notice or warning, effective immediately upon receipt by the Vendor of a notice of termination for cause. CareerSource Escarosa may terminate any agreement in whole or in part, at any time before the date of expiration, whenever it determines that the Vendor has materially failed to comply with the terms of the agreement. CareerSource Escarosa shall promptly notify the Vendor in writing of the termination and the reasons for termination, together with the effective date. Notice of termination may specify a later date, but provision of a later date shall not relieve the Vendor of ultimate liability for funds later determined to be unallowable.



Either party may terminate this Agreement, without cause, for its convenience by providing a minimum of thirty (30) calendar days written notice to the other party. No activity for which payment is claimed shall be accrued after the date of termination. All expenses incurred by the Vendor prior to termination are reimbursable, if allowable through this Agreement. There shall be no interruption in services for CSE participants already enrolled in training.

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By signing this Agreement, I understand I am agreeing to the terms and conditions contained therein.

Individuals determined eligible for participation and funding through CareerSource Escarosa are responsible for:

- Providing notification to the CareerSource Escarosa Career Advisor regarding attendance, grades, withdrawals, completions and receipt of financial aid.
- Notify CareerSource Escarosa if unable to continue the training specified on the voucher.
- Notify and receive approval from CareerSource Escarosa prior to changing training programs.

CareerSource Escarosa:

Vendor:

Signature:

Signature:

Cliff Krut – Executive Director

Print Name/Title:

Print Name/Title:

Date:

Date: