

223547



BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508  
County of Cook and State of Illinois

INDIVIDUAL TRAINING ACCOUNT MASTER AGREEMENTS  
SEVEN CITY COLLEGES OF CHICAGO  
DISTRICT OFFICE

THE CHANCELLOR

REPORTS

that , in compliance with the Workforce Investment Act , the seven City Colleges of Chicago have submitted an initial list of workforce training programs to the Chicago Workforce Investment Board (CWIB) and through the CWIB to the Illinois Workforce Investment Board for their certification of and listing as "Approved Programs" eligible to be offered to approved clientele of Illinois Employment Training Centers with tuition and fees to be paid for through Individual Training Accounts (ITA) issued to the approved clientele through the President's Office of Employment Training (POET), the ITA administrative office authorized by the Cook County Board of Commissioners; and

that the initial list may be modified by the seven City Colleges of Chicago throughout the fiscal year and revised on a yearly basis, and that POET will agree to provide ITA's to approved clientele as each program change is approved by the CWIB';and

that POET will forward Master Agreements to the District for approval on behalf of each college reflecting the current list of programs the cost of which will be funded by Individual Training Accounts set up for approved clientele by POET; and

that this agreement will allow the seven colleges to receive payment for previously approved workforce training programs offered to clientel of Illinois Employment Training Centers.

RECOMMENDS

that the Board of Trustees approves Master Agreements for each college as provided by POET in accordance with the provisions of the Agreement and authorizes the Chairman to execute the Agreement on behalf of the Board.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Wayne D. Watson".

Wayne D. Watson  
Chancellor

December 7, 2000

22354

THE BOARD OF COMMISSIONERS  
JOHN H. STROGER, JR., PRESIDENT

Garson Collins	1 <sup>st</sup> Dist.	Mike Quigley	10 <sup>th</sup> Dist.
Debbie L. Shultz	2 <sup>nd</sup> Dist.	John P. Daley	11 <sup>th</sup> Dist.
Jerry Butler	3 <sup>rd</sup> Dist.	Ted Leczak	12 <sup>th</sup> Dist.
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BUREAU OF ADMINISTRATION  
PRESIDENT'S OFFICE OF EMPLOYMENT TRAINING

RUDOLPH SANCHEZ  
DIRECTOR

69 W. Washington, Suite 2860  
Chicago, Illinois 60602  
(312) 603-0200 Fax: (312) 603-9894

RECEIVED

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VICE PRESIDENT'S OFFICE

MEMORANDUM

To: ITA Providers  
From: Anne Hogan  
Date: November 21, 2000  
Re: Completion of Master Agreements

Please be advised that the programs your organization has applied for have been approved by the Cook County Workforce Investment Board.

\* Enclosed you will find a Master Agreement for Individual Training Accounts for your organization to review. Upon completion of review, please sign and return to our office within five (5) working days from the date of receipt. No referrals to or from your agency will be allowed until a Master Agreement for Individual Training Accounts is fully executed. Also, please submit at least 8 more copies of your agency's course catalog for distribution to our IETCs and affiliates.

Additionally please review the attached IDES Policy Letter No. 00-11 regarding Section 500(c)(5) of the Illinois Unemployment Insurance Act. We ask that you make a copy and complete the form on page five (5) and return with the signed Master Agreement. The LWA Number is 7 and for program years please put 00-01. We will take care of obtaining the LWIB Chair's signature. If you have any questions regarding the CIP codes please call Walter Esler at (708)338-6900 extension #244.

POET will not reimburse vendor costs for any participant who has not been approved. Policies on fiscal procedures, general ITA procedures, as well as Policy #2000-002 regarding removal from the Statewide list shall follow under separate cover.

Furthermore, be advised that tuition costs must be at or below POET's tuition cap of \$4,000 per participant. If your agency cannot meet this cap please contact this office immediately to discuss available options.

Should you have any questions, feel free to contact me at (312)603-0200.

Enclosure



Printed on Recycled Paper



**Master Agreement  
for  
Individual Training Accounts (ITA)**

ITA Agreement Number: 2000-704

- I. **Parties to the Agreement:** This agreement is entered into by and between the President's Office of Employment Training (hereinafter referred to as "POET"); and Harry S. Truman College hereinafter referred to as the "Provider"; and pursuant to the terms and conditions set forth herein and agreed to by both parties.
- II. **Purpose:** The purpose of this agreement is to provide payment of tuition cost or instructional fees to the Provider, on behalf of participants in programs administered by POET.
- III. **Policies & Provisions:** This agreement is executed pursuant to a resolution duly passed by the Cook County Board of Commissioners authorizing POET to enter into such agreement, and to the following statutory, regulatory and policy provisions:
- The Workforce Investment Act (WIA) of 1998
  - All applicable portions of the Code of Federal Regulations, 20 CFR 663.400-663.440.
  - POET's five-year plan
  - All policies set forth by the State of Illinois
  - All policies set forth by the Illinois Department of Employment Security
  - All Policies set forth by POET and the Cook County Workforce Investment Board
- The period of performance of this agreement shall be from November 1, 2000 and shall end on June 30, 2001 or earlier if either party notifies the other of its intent to terminate the agreement, with or without cause. The effective date of the termination shall be agreed to by both parties and communicated in writing.
- IV. **Consideration:**
- In consideration for the educational training services provided by the Provider to the participants, POET shall pay the provider amounts specified on the Voucher Form, and in accordance with the schedule of courses, Tuition and Fees attached to and made a part of this agreement.
  - Such amounts shall not exceed the maximum amounts specified in each Voucher Form for each participant, and payments shall be made by POET to the Provider in accordance with the payment policies and procedures set forth by POET governing Individual Training Account.
- V. **Assurances and Certification:** In entering into this agreement, the Provider hereby acknowledges, and agrees to comply with the applicable WIA statutory, regulatory, and policy provisions relating to the Provider's performance under this agreement.
- VI. **Representations & Understanding**
- The Training Provider understands that no part of this agreement, including any Addenda, may be subcontracted to a third party without the express written consent of POET.
  - The Provider understands that all programs must comply with the 500(C)5 Approval Requirements of the Illinois Unemployment Insurance Act.
  - The Provider understands that no student is to be enrolled into training without a Voucher Form. This Voucher Form must reflect the authorized POET signature of the Director or designee. Participant must sign Voucher in the presence of Provider and provide photo identification. POET is therefore not responsible for any costs, in whole or in part, incurred for a student who has not been approved by POET for training.

- The Individual Training Voucher is not transferrable and it needs to be "cashed" or "activated" within the 60 (sixty) days of the date issued. After 60 days the voucher becomes null and void.
- The Provider understands that POET is not required to pay for any tuition increases that occur during the approval process nor after the participant has been approved for an agreed specified dollar amount. Further, the payment amount authorized by the Voucher Form shall not exceed the going catalogue or posted tuition rate offered to the general public for the same course or program or the POET approved amount, whichever is lower.
- The Provider understands that refunds due to "dropping out" or for other reasons shall be in accordance with the terms offered to the general public. Refunds shall be sent to POET. A list of all refunds shall be made available to POET's Auditing Division upon request.
- The Provider understands that Voucher Forms may be withdrawn by POET at any time by giving written notice to the Provider and to the participant. Notices are considered received when postmarked by the U.S. Postal Service. In the case of withdrawal, all services that have not been delivered within (5) days after the date of postmark shall be discontinued and no further payment for those services shall be made.
- The Provider shall maintain liability insurance or a self-insurance fund covering injuries to trainees incurred while participating in the training program covered by the POET Voucher Form. POET shall not be held responsible for any accidents nor incidents that occur while the trainee is in training. Training conditions shall comply with applicable Federal State and local governmental safety standards.
- The Provider agrees that it will administer its program so that no portion of its program(s) will in any way discriminate against or deny benefits based on race, creed, color, national origin, religion, sex, age, disability, or political affiliation or belief; and that it will take affirmative action to ensure the WIA applicants/participants and staff including administrators are treated without regard to their race, creed, color, national origin, religion, sex, age, disability, political affiliation or belief. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship programs. The Provider agrees to post, in conspicuous places available to employees and participants, notices setting forth this non-discrimination clause.
- The Provider shall provide accessibility to individuals with disabilities in accordance with Federal, State and local laws.
- The Provider agrees to maintain records relating to training provision for at least three years after the conclusion of the training program covered by the Voucher Form, or until all claims, or monitoring or audit findings related to the training program are resolved, whichever is longer. Access to the training program and related records shall be afforded to monitors, auditors and to POET staff.
- The Provider agrees to provide information on Federal, State and local financial assistance, including but not limited to Pell grants, which cover all or part of the tuition and fees, books and supplies or participant support costs related to the course or program covered by the Voucher Form.
- The Provider agrees to hold harmless and indemnify Cook County from all liability, costs, and attorney fees resulting for the Provider's failure to comply with the terms of this agreement.
- The Provider will complete the delivery of the training program in the prescribed timelines and at the cost that was indicated in the ITA Training Program Provider listing. Failure to deliver the training program described by the Provider shall completely void the Provider's payment right.
- The Provider understands that POET reserves the right to deny approval of any program that is not acceptable and approved by Cook County Workforce Investment Board.
- The Provider represents that it has the authority to execute this agreement and perform the services specified in any Addenda to this agreement.
- The Provider represents that in performing this agreement, it is an independent agent; it shall not in any manner commit POET to any obligations; and it shall not be deemed to be an agent, servant or employee of POET or Cook County government.
- The Provider understands that it has the authority to refer non-WIA enrolled individuals to the One-Stop Center for supportive services or other needed services that will ensure program completion and ultimately job placement. However, once the individual is referred for services the individual must adhere to the policies and procedures governing WIA.

- The Provider understands its responsibility for tracking the individual's progress during training, after placement into employment, and in tracking/reporting on job retention and wage progression in cooperation with the One-Stop Center Case Managers.
- The Provider understands that it must keep accurate attendance records that shall be provided to POET's Case Manager on an ongoing basis as in policy set forth by POET. These attendance records must be signed by both the trainee and the training instructor of the Provider.
- The Provider understands that a Voucher Change Authorization Form must be completed for any change to original authorized Voucher Form, such as, but not limited to; cost, program type etc., and submitted to POET for approval.
- The Provider understands that POET will be evaluating performance regularly. The Provider further understands that it is imperative to work with the participant to achieve placement, retention and wage progression, and understands that should they have problems with the placement of a participant they should immediately contact the POET One-Stop Case Manager(s) working with the trainee for assistance with job placement.
- The Provider understands that POET reserves the right to initiate the Removal of Providers from the Statewide List process as outlined in POET Policy Letter #2000-002.

**VII. Modification and Termination**

- The terms and conditions of the Agreement may be modified pursuant to the written concurrence of POET and the Provider.
- This agreement may be terminated by either party with or without cause by notifying the other party in writing of such intent at least (10) days prior to the effective date, in accord with Section III of this agreement.

**VIII. Access to Records and Other Information**

- Student Grades and Progress Reports: The Provider hereby agrees to allow authorized Federal, State and POET staff access to books, records and other data pertaining to the progress and status of participants under this agreement.
- Student Attendance: The Provider hereby agrees to provide student attendance reports to and as requested by designated POET staff. Such reports shall be prepared and submitted on forms designated by POET.
- PELL Grant Information: The Provider hereby agrees to provide timely information on the designated use of any PELL grant funds, as well as any other type of grant funds (e.g. Illinois State Scholarship) awarded to the students under this agreement to assure non-duplication of payments. The provider further agrees that these grant funds will be solicited and used for tuition or other support services before WIA funds are used.
- Certificates of Completion: The Provider hereby agrees to provide any credentials or certificates of completion earned by any participants enrolled under this agreement.

**IX. Execution: As evidence by the signatures reflected, this agreement is hereby executed pursuant to the terms and conditions contained herein, effective November 27, 2000 .**

**Provider Signatory Section**

Official's Name (Please Print)	Official's Title (Please Print)	Official's Signature
		<b>CHAIRMAN OF THE BOARD</b>

**POET Signatory Section**

<u>Rudolph Sanchez</u>	<u>Director</u>	
Official's Name	Official's Title	Official's Signature

22354

500(c)5  
PROGRAM APPROVAL

LWIA NUMBER: \_\_\_\_\_ PROGRAM YEAR(S): \_\_\_\_\_

HEREBY CERTIFY THAT THE FOLLOWING IS A RELIABLE AND COMPETENT TRAINING INSTITUTION, THE PROGRAMS ARE DESIGNED TO BE COMPLETED IN A REASONABLY EXPEDITIOUS MANNER, AND LOCAL LABOR MARKET DATA SUPPORT THE EXPECTATION OF EMPLOYMENT AT THE CONCLUSION OF SUCH TRAINING.

TRAINING INSTITUTION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROGRAM	CIP CODE
_____	_____
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_____	_____

I CERTIFY THAT THE ABOVE HAS BEEN REVIEWED AND APPROVED BY THE LOCAL WORKFORCE INVESTMENT BOARD

LWIB CHAIR \_\_\_\_\_

DATE \_\_\_\_\_

22354

*Anne*



PY'00 WIA Policy Letter No. 00-11

TO: Chief Elected Officials  
Local Workforce Investment Board Chairs  
IETC Contacts  
WIA Fiscal Agents and Grant Recipients  
WIA Title IB Administrators  
WIA State Agency Liasons  
Other Interested Parties

DATE: November 15, 2000

SUBJECT: Individual and program approvals under Section 500(c)(5) of the Illinois Unemployment Insurance Act.

**I. Purpose:**

To transmit policy required to meet both individual and Local Workforce Investment Board (LWIB) approval requirements associated with Section 500(c)(5) of the Illinois Unemployment Insurance Act.

**II. Issuances Affected:**

- a) References: Illinois Register: Department of Employment Security Part 2865; Section 2865.130
- b) Rescissions: None

**III. Background:**

Individual Notice of Selection for WIA Training

Section 500(c)(5) of the Illinois Unemployment Insurance Act specifies conditions under which an individual receiving Unemployment Insurance benefits may participate in an approved training program and continue to receive benefits. Individuals participating in an approved training program are exempt from the work search requirements under the Unemployment Insurance Act.

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November 15, 2000

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In October of 1993, the Illinois Department of Employment Security (IDES) promulgated rules that allowed for the continuation of unemployment benefits for individuals enrolled in programs provided for under the Job Training Partnership Act. As a result of these rules, unemployment benefits could not be denied under availability, work search, or refusal of work for an individual participating in Private Industry Council (PIC) approved JTPA programs that met IDES' criteria. On July 1, 2000, the Job Training Partnership Act was replaced by the Workforce Investment Act (WIA). Local governance passed from the PIC to the LWIB. State responsibility for oversight of WIA Title I was transferred from the Department of Commerce and Community Affairs (DCCA) to IDES.

LWIB Approval of Program/Course(s)

When the IDES transferred approval authority for training to DCCA in 1984, the department issued policy and requirements to establish and maintain a system for local approval of training courses. That system provided for a uniform process for biennial review and approval of specific training by the local PIC using criteria and documentation standards set by DCCA. In keeping with the criteria established under JTPA, IDES is maintaining this process for LWIB program/course approval under WIA.

IV. Policy:

Individual Notice of Selection for WIA Training

A Notice of Selection Form for WIA training and eligibility criteria will be the documentation required by IDES to verify enrollment in a WIA training program. Completion of this form documents local compliance with IDES' 500(c)5 criteria for approval of training.

In addition to the WIA requirement for training program approval, the one-stop operator shall approve participation in training for any individual receiving Unemployment Insurance benefits based on the following criteria;

- a) The training shall relate to an occupation, clusters of occupations skills for which there are, or are expected to be, reasonable work opportunities in the locality.
- b) The training must be designed to facilitate the individual's reemployment in a reasonably expeditious manner.
- c) The training must provide the individual with skills essential for the performance of work in the related occupation. The training must focus on providing the individual with the competency necessary for securing entry level employment in the selected occupation.



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- d) The training must be full time as defined by the training institution.
- e) The individual has the qualifications and aptitude to complete the training successfully.
- f) The training must be approved by the LWIB. The Department recognizes that there may be situations where certain courses are filled or not available during a particular term. In these cases, the individual will be deemed 500(c)(5) eligible if documentation is provided in the individual employment plan (IEP) that shows that the individual is actively pursuing a full-time training program and the individual is enrolled in the prescribed courses which are available. If no courses are available or the individual chooses not to attend a full-time training program, the individual's 500(c)(5) waiver may not be approved.

LWIB Approval of Program/Course(s)

The following program/course criteria must be satisfied before individual approval for Section 500(c)(5) purposes is deemed appropriate:

- Either the training course or the program is approved by the local Workforce Investment Board.
- The training is offered by a reliable and competent training institution.
- The training is designed to be completed in a reasonably expeditious manner.
- The training shall relate to an occupation or skill for which there are, or are expected to be, reasonable work opportunities in the locality.

The approval process for training programs/courses is the responsibility of the LWIB. In order to meet this responsibility, the attached 500(c)(5) program approval sheet must be completed and signed by the chair of the LWIB. Program approval should be for a two-year period. When completed, this form must be kept on file in the LWIB office.

V. Action Required:

All occupational training programs currently approved under JTPA and still in effect shall remain approved through the duration of the two-year approval. Any additional programs that have been certified through the State certification process must be approved by January 31, 2001. Program approval should be done in conjunction with provider certification for any future programs. All LWIBs must ensure procedures are in place and files are maintained that document approval of training programs.

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The one-stop operators should also ensure the Notice of Individual Selection for WIA Training Form is disseminated to all staff.

VI. INQUIRIES:

Program Managers

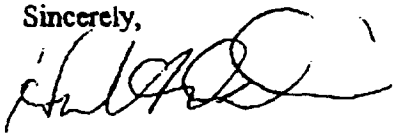
VII. EFFECTIVE DATE:

Immediately

VIII. EXPIRATION DATE:

Continuing

Sincerely,



Herbert D. Dennis, Manager  
Job Training Division

HDD:bl

223541

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November 15, 2000  
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500(c)5  
PROGRAM APPROVAL

LWIA NUMBER: \_\_\_\_\_ PROGRAM YEAR(S): \_\_\_\_\_

HEREBY CERTIFY THAT THE FOLLOWING IS A RELIABLE AND COMPETENT TRAINING INSTITUTION, THE PROGRAMS ARE DESIGNED TO BE COMPLETED IN A REASONABLY EXPEDITIOUS MANNER, AND LOCAL LABOR MARKET DATA SUPPORT THE EXPECTATION OF EMPLOYMENT AT THE CONCLUSION OF SUCH TRAINING.

TRAINING INSTITUTION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROGRAM	CIP CODE
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I CERTIFY THAT THE ABOVE HAS BEEN REVIEWED AND APPROVED BY THE LOCAL WORKFORCE INVESTMENT BOARD

LWIB CHAIR \_\_\_\_\_

DATE \_\_\_\_\_

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A SEPARATE SHEET MUST BE COMPLETED FOR EACH TRAINING INSTITUTION.  
THIS FORM MAY BE MODIFIED BY THE LWIB PROVIDED ALL OF THE DATA  
ELEMENTS WHICH ARE PRESENT ON THE IDES-ISSUED FORM ARE PRESENT ON  
THE NON-STANDARD FORM.

ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY

INDIVIDUAL NOTICE OF SELECTION FOR WIA-TRAINING

NAME: \_\_\_\_\_ SOCIAL SECURITY NO. \_\_\_\_\_

NAME OF PROGRAM: \_\_\_\_\_

BEGINNING DATE OF PROGRAM: \_\_\_\_\_ ENDING DATE: \_\_\_\_\_

NAME OF TRAINING INSTITUTION:  
\_\_\_\_\_

I CERTIFY THAT THE ABOVE INDIVIDUAL HAS BEEN ENROLLED IN A WIA  
PROGRAM THAT MEETS THE REQUIREMENTS SET FORTH IN SECTION 500(c)5 OF  
THE ILLINOIS UNEMPLOYMENT INSURANCE ACT.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE