

Training Institution Agreement

Between Training Institutions and the
Missouri Department of Elementary and Secondary Education
Office of Adult Learning and Rehabilitation Services

For Providing Vocational Skills Training to Eligible Individuals

The Missouri Department of Elementary and Secondary Education, Office of Adult Learning and Rehabilitation Services (DESE/VR) has the authority to approve vocational, trade, technical, and business courses leading to a certificate or a diploma pursuant to 5 CSR 60-900.050, Standards for the Approval of Courses for the Education of Persons under Veterans' Education and Vocational Rehabilitation.

The training institution agrees to provide vocational skill training to Vocational Rehabilitation (VR) eligible individuals (VR clients/clients) in compliance with 5 CSR 60-900.050. **BY ACCEPTING THESE FUNDS, THE TRAINING INSTITUTION AGREES TO THE FOLLOWING:**

1. Standards for Participation

The training institution shall meet the requirements for proprietary schools set out in Sections 173.600 – 173.619, RSMo, and/or any other State of Missouri licensing laws required for proprietary school operation within the State. The training institution assures DESE/VR that it has met or exceeded minimum standards for course approval by DESE/VR as established in 5 CSR 60-900.050. The full text of this rule is available at <http://www.sos.mo.gov/adrules/csr/current/5csr/5c60-900.pdf>.

2. Duration of Agreement

This Agreement shall remain in effect from the date of signing by the training institution official until a new agreement replaces it, unless this Agreement is terminated in accordance with **Item 3. Termination of Agreement.**

3. Termination of Agreement

DESE/VR reserves the right to terminate this Agreement by a ten (10) day written notice to the training institution. Termination of the Agreement by DESE/VR will be for a violation or violations of the conditions set out in this Agreement and/or a violation or violations of the requirements set out in 5 CSR 60-900.050. Upon notice of termination, all services provided by the training institution to a VR client shall cease and DESE/VR will have no liability or obligation for any services rendered by the training institution to the client after the training institution received or should have received such notice, except to the extent provided for in this Agreement.

4. Course Approval

Approval for new courses offered by the training institution or changes in currently approved courses, such as a cost increase or an increase to the length of a course, shall be completed by the appropriate DESE office/section. If Veterans' Education (VE) is responsible for approval, the training institution shall provide a copy of the VE-13 submitted to VE to the VR Coordinator, Development and Consumer Affairs, accompanied by a copy of the training institution's Official Listing Sheet of Courses as described in **Item 5. Official Listing Sheet of Courses** of this Agreement. This should be done no later than thirty (30) days prior to the effective date of the change.

5. Official Listing Sheet of Courses

All training institution courses available to VR clients shall appear on the "Proprietary School Listing Sheet" or "Vocational Technical Listing Sheet." The VR Assistant Director for Proprietary Training shall use the listing sheet provided by the training institution to inform VR Counselors as to which courses are allowed for the purpose of preparing client authorizations for services. The training institution shall provide the following information to the VR Assistant Director:

- a. Name, Address, Telephone Number and Fax Number
- b. Contact Person, Title and Email Address
- c. Training Institution's Tax I.D. Number or State Vendor Number
- d. Training Institution Catalog or Equivalent
- e. Attendance Policy
- f. Holidays Observed
- g. Vacation Periods
- h. Entrance Requirements
- i. Course Titles
- j. Degree Program Titles (where appropriate) **
- k. Start Dates and Ending Dates for Each Instruction Period by Course
- l. Length of Course by Number of Weeks and Hours
- m. Number of Instructional Periods (terms, semesters, quarters) by Course as described in the Training Institution Catalog or Equivalent
- n. Cost of Tuition
- o. Cost of Fees
- p. Cost of required Books, Supplies and/or Tools. **An itemized list shall be provided for all required books, supplies and/or tools, including the cost of each item.**

The cost of tuition, fees, books and supplies shall be no more than the costs listed in the training institution's current catalog, catalog equivalent, or as allowed in 5 CSR 60-900.050.

** Degree programs offered by private training institutions shall be governed by DESE/VR policy regarding the payment of tuition and fees applicable to private colleges.

Tuition and fees will be authorized in an amount established by DESE/VR annually. A degree program may be placed on the official listing sheet.

The training institution shall include, on or with the official listing sheet, the following information for each approved degree program:

- a. Length = quarters, semesters or length of instructional period
- b. Tuition= amount and total by quarter, semester or length of instructional period
- c. Fees = amounts for registration, lab fees or other fees
- d. Books, Supplies and/or Tool costs

The training institution shall notify DESE/VR, the VR Assistant Director for Proprietary Training as soon as reasonably practical, when its official listing sheet of courses has been changed or updated.

6. Authorization for Services to VR Client

An authorization on behalf of a VR client for services must be issued by DESE/VR to the training institution. **DESE/VR will not be responsible for any charges by a training institution for services provided to a VR client prior to the start date shown on the official authorization.** Further, the training institution shall not bill the VR client for services authorized by DESE/VR. DESE/VR recognizes that in some instances the VR client may be required to pay a portion of the tuition. The training institution's refund policy may be applied to the VR client's portion of tuition if the client terminates his/her training.

7. Tuition and Fees

Pursuant to 5 CSR 60-900.050 the training institution's registration fee is limited to a maximum of one hundred dollars (\$100) per VR client. **A VR client may not be charged a registration fee beyond this amount.**

Tuition will be authorized on the basis of the training institution's instructional period, i.e., quarters, semesters, length of instructional period or term, as described in the training institution's catalog or catalog equivalent. In the situation where a course does not have a definable instructional period, 5 CSR 60-900.050 requires the following:

- a. An instructional period that is a minimum of twenty (20) weeks, but no more than thirty-nine (39) weeks shall be treated as a minimum of two (2) instructional periods.
- b. An instructional period that is a minimum of forty (40) weeks, but no more than fifty-nine (59) weeks shall be treated as three (3) instructional periods. Programs of instruction in licensed practical nursing, surgical technology, respiratory therapy, dental technology, respiratory therapy,

dental technology, emergency medical technician, paramedic radiology, and massage therapy are excluded.

- c. An instructional period that is sixty (60) weeks or more shall be divided into segments of twenty (20) weeks.

The official listing sheet of courses for each training institution's program shall show the total cost of training and cost per instructional period, identified as "term" on the official listing sheet. This same information will also appear on DESE/VR's official authorization prepared by the client's VR Counselor.

8. Progress and Attendance Reports

Once a VR client is placed, the training institution shall submit a monthly progress report of each VR client to the client's VR Counselor within ten (10) business days from the end of the month. DESE/VR shall supply the training institution with forms titled "Monthly Progress & Attendance Report" (MO 500-0560). (The training institution may use its own progress report form subject to prior approval of the VR Coordinator, Development and Consumer Affairs.) The VR client shall sign and receive a copy of the progress report. The submission of progress reports shall continue in this same manner for up to six (6) months after the client's initial placement.

9. VR Client Attendance

The training institution shall apply the same attendance policy to VR clients that it applies to other students. The attendance policy may only be waived for a VR client by mutual assent of the client's VR Counselor and the appropriate training institution official. The attendance waiver shall be in writing and signed by the VR Counselor and the training institution official. The waiver shall then be placed in client's VR case folder.

10. Interruption or Termination of VR Client Training

Occasionally it may be necessary for a VR client to withdraw from the training institution program and for services to be either interrupted or terminated.

An interruption in services refers to a period of non-attendance by the VR client sufficient to cause a change in the ending date of training. The period of non-attendance may be because of a client's illness, injury, or for some other cause. Upon a temporary withdrawal of a VR client from instruction, the training institution shall promptly notify the VR client and the client's VR Counselor of its policy for resumption of services after a prolonged absence. The training institution shall provide the client's VR Counselor with the effective dates relating to the VR client's absence, including the beginning date of the client's absence, the client's expected return date, and a revised ending date of training. If a VR client fails to return on the expected return date, the VR client shall be contacted by the training institution and VR Counselor to determine if an extension is warranted or if termination is in order.

A termination of instructional services may be because the VR client completes the program, voluntarily withdraws, or has been involuntarily withdrawn from the program. The training institution shall supply the client's VR Counselor with the effective date of the client's termination.

A withdrawal leading to a termination of services by the training institution, should occur only in the case where the VR client failed to comply with the training institution's policies and procedures or because the VR client failed to meet the requirements set forth in his/her Individualized Plan for Employment (IPE). The training institution shall notify the client's VR Counselor as soon as reasonably practical of the withdrawal and/or termination of a VR client. Likewise, DESE/VR shall notify the training institution as soon as reasonably practical of its action to terminate a VR client's authorization to participate in the training institution's program.

In the case of a VR client termination, the refund procedure set forth in 5 CSR 60-900.050 shall apply:

- a. If a termination occurs within the first week of each instructional period, the training institution may retain ten percent (10%) of the tuition for that instructional period.
- b. If a termination occurs within the second and third week of each instructional period, the training institution may retain twenty percent (20%) of the tuition for that instructional period.
- c. If a termination occurs after the beginning of the fourth week in each instructional period, but prior to twenty-five percent (25%) of each instructional period, the training institution may retain twenty-five (25%) of the tuition for that instructional period.
- d. After completing twenty-five percent (25%), but prior to the completion of fifty percent (50%) of the instructional period, the training institution may retain fifty percent (50%) of the tuition for that instructional period.
- e. After completing fifty percent (50%) of the instructional period, the training institution may retain one hundred percent (100%) of the tuition for that instructional period.
- f. For a short course or courses which conflict(s) with b, c, and d above, the training institution will retain the greater amount.
- g. For courses offered by an accredited training institution that lead toward an associate or higher degree or are exempt under Agreement, item 7.b., then the refund policy of the institution will apply.

When it is discovered by either party to this Agreement that DESE/VR has overpaid the training institution, the training institution shall issue a refund to DESE/VR within sixty (60) days of discovery of the overpayment.

11. Cancellation of Services

Cancellation of training or instructional services shall be reserved for those VR clients who have been enrolled and have a start date, but do not begin training or instruction. In the event of a cancellation, any funds forwarded to the school for the VR client will be promptly refunded to VR.

12. Maintenance and/or Transportation Payments

If the training institution agrees to serve as a vendor for maintenance and/or transportation payments to a VR client, then it shall receive a written authorization from DESE/VR indicating the amount and rate of maintenance and/or transportation to be paid.

The training institution shall be reimbursed for maintenance and/or transportation payments made to a VR client who withdraws or is terminated, providing the training institution bills DESE/VR for this. To be reimbursed by DESE/VR, the training institution shall state on the final invoice: "Maintenance and/or transportation has/have been paid and the VR client terminated early."

13. Maintenance/Transportation Billing Instructions

On the first day a VR client begins courses, the training institution may bill DESE/VR for the monthly or prorated monthly amount of maintenance and/or transportation authorized by the client's VR counselor. If the billing is for maintenance and/or transportation, then the dates for the period being billed shall be stated on the invoice. Note: The VR client's Monthly Progress & Attendance Report does not accompany this initial billing.

The training institution may bill DESE/VR on a monthly basis for maintenance and/or transportation in an amount equal to the number of days the VR client is expected to attend during the month. Adjustments for a client's absences during any month shall be made to the following month's payment. The VR client's Monthly Progress & Attendance Report should be submitted with these billings.

14. Books and Supplies

A VR client's books and supplies, including tools and equipment, purchased by DESE/VR may be used by the VR client for the period he/she attends classes, after graduation, and/or when the VR client obtains employment in his/her chosen vocational field. Supplies, including tools and equipment, must be itemized and priced separately from tuition.

If a VR client leaves the training institution prior to completing his/her coursework and retains materials including tools and equipment purchased for classroom use, the VR client's VR Counselor will be responsible for retrieving these items.

The training institution shall notify the VR counselor when a client terminates prior to completing his/her coursework so the VR counselor can retrieve the appropriate supplies, including tools and equipment.

15. Application and Use of Federal Grant Funds

DESE/VR requires all VR clients attending post-secondary training to apply for all available federal grant funds. Funds obtained from these grants must be used to meet the VR client's cost of tuition, books, and supplies. Where applicable, the VR client shall be required to have a valid Student Aid Report (SAR) before training commences.

For training institution programs that have a limited number of start dates – three (3) or fewer per year – DESE/VR may authorize services for the first instructional period without the SAR. Federal grant funds will be applied to the prorated unused portion of the authorization(s). If any portion of the grant fund or funds cannot be applied to the first instructional period, then the balance shall be used to reduce the costs to DESE/VR for the next instructional period.

Federal grant funds received on behalf of a VR client shall be applied to reduce the cost of tuition, fees, books, and supplies for each grant disbursement period. The applicable line item(s) on the Authorization of Services shall be reduced by the amount of the federal grant for which the VR client is eligible.

The training institution shall apply the first disbursement of federal grant money to tuition, fees, books, and supplies commencing with the first day of training. Any additional amount needed to cover tuition for that instructional period shall be billed to DESE/VR up to the VR maximum. The training institution shall bill DESE/VR per the Authorization for Services until the VR client is eligible for the next federal grant fund disbursement.

When the training institution applies the VR client's federal grant funds, as described above, and grant funds remain available after tuition, fees, books, and supplies have been paid in total, then the remaining grant funds may be applied toward the payment of any other accounts that the VR client has with the training institution.

16. Billing

The training institution may only bill for services listed on the Authorization for Services that are provided to a VR client between the beginning and ending dates of the authorization. The training institution may bill DESE/VR at any time during an instructional period for tuition, fees, etc. authorized for that period. When the VR client is required to pay a portion of the tuition, the amount to be paid shall be subtracted from

the total tuition for the instructional period. An itemized list is required for the billing of books, supplies, and/or tools. The list shall include the price of each item issued to the VR client during each billing period.

17. Civil Rights Compliance

The training institution shall be in compliance with Title VI of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973, as Amended. The Assurance of Compliance (Form #90-940-574) shall be completed and signed by the training school official. The assurance form shall be returned to the Vocational Rehabilitation Coordinator, Development and Consumer Affairs. A copy of the assurance form shall be posted at the training institution and visible to the public for inspection. A statement of assurance of compliance with Title VI of the Civil Rights Act and the Rehabilitation Act of 1973, as Amended, shall be printed in the training institution catalog or catalog equivalent.

18. Americans with Disabilities Act (ADA) Compliance

Title III of the Americans with Disabilities Act of 1990, as Amended, requires that private entities, which are places of public accommodation, including proprietary schools, shall be accessible to persons with disabilities when such accessibility, including the use of alternate methods, is “readily achievable”, a term defined as "easily accomplished and able to be carried out without much difficulty or expense." 42 U.S.C. Section 12182(b)(2)(A)(i)-(v).

DESE/VR has an obligation to use service providers who offer such accessibility. However, DESE/VR will work with training institutions who believe such accessibility is not readily achievable at their location. DESE/VR will put training institutions in contact with organizations that will analyze location accessibility and determine ways in which accessibility can be attained. Taking these steps will provide the training institution not only the opportunity to grow their student population, but to provide opportunities for persons with disabilities.

APPROVED AND ACCEPTED

For

(Name of Training Institution)

Federal Tax I.D. _____

Address: _____

Signature: _____ Date: _____

Name: _____ Title: _____
(Print or type)

For the Department of Elementary & Secondary Education, Office of Adult Learning & Rehabilitation Services, Vocational Rehabilitation, Central Office, 3024 Dupont Circle, Jefferson City, MO 65109-0525.

Signature: _____ Date: _____

Name: Timothy E. Gaines Title: Coordinator, Development & Consumer Affairs
(Print or type)