

ATTACHMENT P

APPRENTICESHIP FOR CHILD DEVELOPMENT SPECIALIST
MEMORANDUM OF UNDERSTANDING

REGION 1 WORKFORCE INVESTMENT BOARD

921 West Neville Street, Suite 100, Beckley, West Virginia 25801

Phone: 304-253-3611

Fax: 304-253-0176

MEMORANDUM OF UNDERSTANDING

between the

REGION 1 WORKFORCE INVESTMENT BOARD

and the

REGION 1 WORKFORCE WV GOVERNANCE CONSORTIUM

and the

APPRENTICESHIP FOR CHILD DEVELOPMENT SPECIALIST

and the

KEYS TO ORGANIZATIONAL GROWTH, INC

This agreement is made and entered into by and between the Region 1 Workforce Investment Board, hereinafter referred to as R1WIB; the Region 1 WORKFORCE WV Governance Consortium, hereinafter referred to as GC; and the Apprenticeship for Child Development Specialist, hereinafter referred to as ACDS; and the Keys To Organizational Growth, Inc., hereinafter referred to as One-Stop Manager.

WHEREAS: The United States Congress has established the Workforce Investment Act (WIA), and charged the State of West Virginia with the establishment of Workforce Investment Boards (WIB) to oversee the operation of the WIA in seven (7) regions throughout the State as determined by the Governor; and

WHEREAS: The Governor has designated the following eleven (11) counties of Fayette, Greenbrier, McDowell, Mercer, Monroe, Nicholas, Pocahontas, Raleigh, Summers, Webster, and Wyoming to be included in the service delivery area referred to as R1WIB; and

WHEREAS: The WIA required the establishment of a WIB to provide policy guidance and oversight with respect to a Training Plan for the Region; and

WHEREAS: The parties desire to enter into an agreement to provide a seamless continuation of services to existing and qualified new customers under the WIA to eligible residents of the region.

NOW, THEREFORE BE IT RESOLVED that the R1WIB wishes to enter into an agreement with the GC, ACDS and One-Stop Manager which, when signed, constitutes a proper and valid agreement between the parties for the purpose of providing services (as later defined in this agreement) to eligible customers of this WIB for the contract term (as later defined in this agreement).

ARTICLE I

FUNDING

The participants in this program assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a Supplemental Agreement, shall any Agency be obligated to pay or reimburse any expense incurred by another Agency under this Agreement.

ARTICLE II

RESPONSIBILITY OF THE PARTIES

The Parties hereby agree to provide the services and tasks identified in Attachment I.

ARTICLE III

CONTINUATION AND CANCELLATION

The Agreement may be canceled at any time by mutual agreement of the undersigned parties. This Agreement may be continued beyond its expiration only by agreement of the parties. Any agreement to extend this Agreement must be in writing and signed by all parties.

ARTICLE IV

INVALID PROVISION

The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

ARTICLE V

ENTIRE AGREEMENT

This Agreement, with Attachments I and II embraces all of the promises, agreements, conditions, and understandings between the parties hereto and there are no promises, conditions, covenants, or understandings between the parties hereto except such as are specifically herein in writing. This Agreement may be modified and changed only by an instrument in writing signed by the undersigned parties.

ARTICLE VI

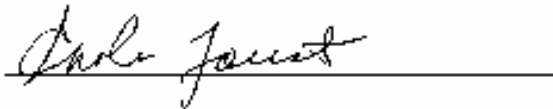
DURATION

This Agreement shall become effective on the 1st day of July 2005, and continue in effect until the 30th day of June, 2006, or until it is replaced or canceled pursuant to Article III.

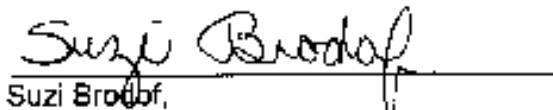
We, the undersigned, enter into this Agreement on this 27th day of April, 2005.



Donna O'Neill, Chair
Region 1 Workforce Investment Board



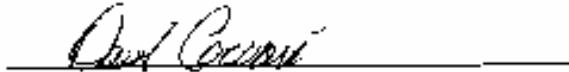
Enola Foust, Regional Coordinator
Apprenticeship for Child Development
Specialist



Suzi Brodof,
West Virginia State Coordinator
Apprenticeship for Child Development
Specialist



Craig Palmquist, CEO
Keys to Organizational Growth, Inc.



David Coccarri, Chair
WORKFORCE WV Governance Consortium

Attachment I: Deliverables
Attachment II: Assurances

MOU
Attachment I

DELIVERABLES FOR MEMORANDUM OF UNDERSTANDING

ACDS shall deliver the following services:

1. Participate in Stepping Stones to Success at the WORKFORCE West Virginia Career Centers.
2. Agree to co-enroll participants in multiple partner programs whenever appropriate and as eligibility and other program regulation allow.
3. Participate in partner meetings to exchange information about WORKFORCE issues, needs or other topics pertaining to reaching the goals of the Workforce Investment System.
4. Conduct interviews on-site with potential participants of the program.
5. Assist with job search and job placement as appropriate.
6. Provide certification for training completed satisfactorily.
7. Offer a combination of structured on-the-job training and related instruction to eligible Region 1 customers.
8. Provide assistance as needed in the WORKFORCE West Virginia Career Center resource area.
9. Participate in the continuous quality improvement model of the West Virginia Workforce Investment Council, as approved by the West Virginia Workforce Investment Council and the Governor.
10. Participate in a comprehensive, fully integrated workforce development system that appropriately balances state and local roles, responsibilities and accountability and fosters true “local partnering and ownership” for regional workforce development.
11. Serve as leaders increasing the knowledge of the entire workforce development system by encouraging collaboration among business, education, organized labor and apprenticeship programs.
12. Ensure the Region 1 workforce has the opportunity to improve skills and wages through a system of employment services and life long learning opportunities.

13. Ensure connectivity between Region 1 workforce development activities and services and the Apprenticeship for Child Development Specialists through the U. S. Department of Labor Bureau of Apprenticeship and Training.
14. Advance a system-wide customer focused, quality culture that is continuously improved.

The Region 1 WIB will provide office space, at no cost to ACDS. The cost of the space is \$288.00 per month that is paid by the Region 1 WIB.

MOU
Attachment II

ADMINISTRATIVE ASSURANCES
Title 1 of the Workforce Investment Act of 1998

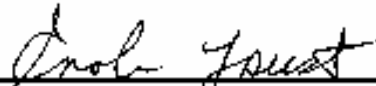
1. Recipients of WIA funds will maintain sound Fiscal Control and Fund Accounting Procedures to ensure the proper disbursement of, and accounting for, funds through the allotments made under WIA.
2. Adherence to Section 188 of the Workforce Investment Act which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title 1-financially assisted program or activity. By assuring adherence to Section 188 of WIA, also assures acceptance to **Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination Act of 1975; Title IX of the Education Amendments of 1972.**
3. Adherence to **Title 11, Subtitle A of the American with Disabilities Act of 1990** which prohibits the exclusion, on the basis of disability, from participation in or denial of the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.
4. **Certification Regarding Drug-Free Workplace Requirements (29 CFR, Subtitle A, Appendix C to Part 98):** WIA funded grantees certify that it will provide a drug-free workplace by notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions taken against employees for violation of such prohibition. Grantees certify that it will make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) of 28 CFR Subtitle A, Appendix C to Part 98.
5. **Certification Regarding Disbarment and Suspension (29 CFR, Subtitle A, Appendix A to Part 98):** WIA funded grantees certify to the best of its knowledge that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded by any Federal department or agency. (a) Have not within a three-year period preceding this period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, or attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction. (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with the commission of any fraud or criminal offenses in obtaining or attempting to obtain, or performing a public transaction under a public contract. (c) Have not within three years preceding this period had one or more public transactions (Federal, State, or Local) terminated for cause or default.


6. **Certification Regarding Lobbying (29 CFR, Subtitle A, Appendix A to Part 93):** WIA funded grantees certify to the best of its knowledge that no Federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan, cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.



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Region 1 Workforce Investment Board



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