

**ATTACHMENT S**

**PUBLIC VOCATIONAL-TECHNICAL EDUCATION  
MEMORANDUM OF UNDERSTANDING**

**REGION 1 WORKFORCE INVESTMENT BOARD**

921 West Neville Street, Suite 100  
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Beckley, West Virginia 25801  
Fax: 304-253-0176

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**MEMORANDUM OF UNDERSTANDING**

between the

**REGION 1 WORKFORCE INVESTMENT BOARD**

and the

**REGION 1 WORKFORCE WV GOVERNANCE CONSORTIUM**

and the

**KEYS TO ORGANIZATIONAL GROWTH, INC.**

and the

**PUBLIC VOCATIONAL-TECHNICAL EDUCATION**

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 Committee, hereinafter referred to as GC; Keys To Organizational Growth, Inc., hereinafter referred to as One-Stop Manager; and the Public Vocational-Technical Education, hereinafter referred to as PVTE.

**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, performance 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 customers of the region.

**NOW, THEREFORE BE IT RESOLVED** that the R1WIB, the GC, and the One-Stop Manager wish to enter into an overall agreement to cover required service agreements with the PVTE which, when signed, constitute a proper and valid agreement between the parties for the purpose of providing services (as later defined in this agreement) to eligible WIA customers of this WIB for the contract term (as later defined in this agreement).

## **ARTICLE I**

### **FUNDING**

The R1WIB will provide the PVTE with the funding necessary to perform the services assigned to the PVTE by this contract and all ancillary costs, consistent with the funding level previously provided by the PVTE for the performance of these services. The PVTE shall not be unreasonably denied funding necessary for the completion of any tasks associated with the services assigned to the PVTE in Attachment I.

## **ARTICLE II**

### **RESPONSIBILITY OF THE PVTE**

The PVTE hereby agrees to provide the services and tasks identified in Attachment I to all WIA funded participants.

## **ARTICLE III**

### **CONTINUATION AND CANCELLATION**

This Agreement replaces the Agreement dated July 1, 2004, and its attachments. This Agreement may be canceled at any time by mutual agreement of the undersigned parties. The Agreement may be continued beyond its expiration only by agreements 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**

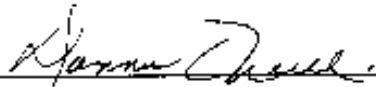
This Agreement, with Attachment I, II and III, embraces all of the promises, agreements, conditions, and understandings between the parties hereto and there are no promises, conditions, covenants, or understandings between the parties hereto except such as are specifically herein in writing. This Agreement may be modified and changed only by an instrument in writing signed by the undersigned parties. If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force.

#### **ARTICLE VI**

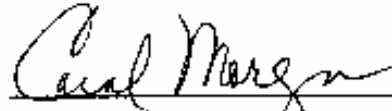
#### **DURATION**

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


We, the undersigned, enter into this Agreement on this 29<sup>th</sup> day of April, 2005.




Donna O'Neill, Chair  
Region 1 Workforce Investment Board



Carol Morgan, Executive Director  
RESA-I Representing PVTE



David Coccaro, Chair  
WORKFORCE WV Governance  
Consortium



Craig Palmquist, CEO  
Keys To Organizational Growth, Inc.

Attachment I:	Deliverables
Attachment II:	Region 1 ITA Policy
Attachment III:	Assurances

*MOU*  
**Attachment I**

**PUBLIC VOCATIONAL-TECHNICAL EDUCATION DELIVERABLES**

**JULY 1, 2005 – June 30, 2006**

1. Provide the appropriate core services for Region 1 customers.
2. Use a portion of funds available to the extent not inconsistent with Federal law authorizing the program, to create and maintain the One-Stop Centers and provide core services through the One-Stop delivery system.
3. Assist, as appropriate, in the effective planning and operations of the Region 1 WORKFORCE West Virginia Career Centers.
4. Participate in a common referral system.
5. Participate in and commit resources, as appropriate, to a common case management system within Region 1.
6. Commit to the effective flow and referral of customers through the WORKFORCE West Virginia Career Centers.
7. Commit to the continuous quality improvement model of the West Virginia Workforce Investment Council, as approved by the West Virginia Workforce Investment Council and the Governor.
8. Commit to the achievement of established performance goals established by the US DOL, West Virginia Workforce Investment Council, and the One-Stop Partners.
9. Other commitments as requested by the Governor through Executive Order or other correspondence.
10. Design and implement 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. Assure every employee, job seeker and employer are aware of and have universal access and choice to the full continuum of available workforce development programs and services in Region 1.

12. Increase the labor supply for high demand industries, both current and future in cooperation with state and local economic development strategies through workforce development.
13. Eliminate unwarranted duplication of services, reduce administrative cost and enhance participation and performance of customers served through the system.
14. Serve as leaders increasing the knowledge of the entire workforce development system by encouraging collaboration among education, business and organized labor.
15. Ensure the Region 1 workforce has opportunities to improve skills and wages through a system of employment services and life long learning opportunities.
16. Work effectively with economic development organizations to assist in creating employment opportunities and enhance the image of Region 1.
17. Ensure connectivity between Region 1 economic development initiative and goals and workforce development activities so as to match career opportunities and programs to well-defined and documented industry-based skill standards and workforce needs that results in a truly skilled workforce.
18. Through joint planning leverage collaboration, public and private, at all levels and among all stakeholders that build system capacity, optimizes resources and sustains measurable high performance throughout the system.
19. Build a workforce development system that will increase the workplace skills for Region 1 customers, economically benefiting the workforce, employers and Region 1.
20. Build a workforce development system that gives Region 1 a competitive advantage in the recruitment of new business.
21. Advance a system-wide customer focused, quality culture that is continuously improved.

*MOU*  
Attachment II

**ITA Policy**

**1. Purpose:** This policy outlines the process for the Individual Training Account (ITA), a system established under the Workforce Investment Act of 1998 (WIA), to purchase training from a certified eligible provider of training services for adults or dislocated workers who qualify for training services.

**2. Background:** The Workforce Investment Act (WIA) Sec. 134(d)(4)(g)(I) and Subpart I 663.480 of 20 CFR provides for the Individual Training Account (ITA) established on behalf of participants to finance training services. With limited exceptions, the ITA shall be the primary method for accessing training services. Training services must be provided in a manner that maximizes informed consumer choices in selecting an eligible provider. The Region 1 Workforce Investment Board is responsible for establishing the criteria for determining the initial eligibility of certified providers of training services. The training facility must complete the West Virginia Workforce Development Act Provider Application and be approved as an eligible provider by Region 1 Workforce Investment Board. The Governor's Workforce Investment Division is the agency responsible for maintaining and publishing the list of certified eligible providers of training services. Reference Governor's Workforce Investment Division Policy Letters 4-00, 5-00, 6-00, 11-00, 17-01, and 21-02.

**3. Policy:** To be initially eligible to receive funds for the provision of training services, a provider must be:

- A post-secondary educational institution that is eligible to receive federal funds under Title IV of the Higher Education Act of 1965 and provides a program that leads to an associate degree, baccalaureate degree, or certificate; or an entity that carries out programs under the National Apprenticeship Act; and have submitted an application to the state board that includes, but is not limited to, the following information: Name of institution or entity, programs to be offered and where and when they will be offered, and cost of such programs.
- A public or private provider of training services and have submitted an application to the Region 1 Workforce Investment Board that includes, but is not limited to: The name of institution or entity, programs to be offered and where and when they will be offered, and verifiable performance and cost information requested on the application form.
- Subsequent eligibility will require all training providers to submit an application to the Region 1 Workforce Investment Board that contains performance and cost information on an annual basis. The Governor

reserves the right to require higher levels of performance based on the performance information submitted by a training provider for subsequent eligibility.

- The Region 1 Workforce Investment Board will make the provider information forms available to providers of training through the local WORKFORCE West Virginia Career Centers. The providers of training will submit applications to the Region 1 Workforce Investment Board. Upon receipt of the application, the Region 1 Workforce Investment Board will establish a list of providers that will also include the required performance and cost information. If the provider does not meet the required performance levels it may be removed from the list of eligible providers.

4. Exemptions to Application Requirement: **Programs that do not require an application and certification eligibility include:**

- **Short term pre-vocational services including “soft skills” training**
- **On-the-job training**
- **Customized training**

**5. Appeal Process:** Training providers that have been denied certification may appeal the decision through the following process: (Reference Governor’s Workforce Investment Division Policy Letter No. 21-02)

- **Denial or removal by Region 1 Workforce Investment Board:**
  - f. Submit a written request for a hearing to the local Workforce Investment Board. This hearing – conducted by the local board’s Training and Performance Committee – must take place within 30 days of receipt of the request by the local board;
  - g. The hearing shall include a rendering as to why the eligibility was terminated or denied and an appeal by the training provider as to why the decision should be reversed or a compromise established;
  - h. Within 10 working days after the training provider is notified of the results from the local hearing, the training provider may appeal the local WIB’s decision to GWID. The training provider must submit the appeal using the GWID Training Provider Appeal form available at each WORKFORCE West Virginia Career Center or from the GWID website ([www.wvgwio.org](http://www.wvgwio.org)) along with any supporting documentation for the appeal.
  - i. GWID has 30 working days from receipt of the appeal form and supporting documentation to conduct an investigation, hold a

hearing and render a written decision. The investigation may include, but is not limited to, on-site visits, informal conferences or conference calls to seek a resolution, and a formal hearing.

- j. The State Workforce Investment Council will have 30 working days from the receipt of any appeal arising from the GWID's decision to render a decision. The decision of the State Workforce Investment Council is final. The State Workforce Investment Council's Chairperson, Vice-Chairperson and the legal counsel of the West Virginia Development Division will conduct the appeal review.

**6. Individual Training Accounts Eligible Provider List:** The Governor has designated the Governor's Workforce Investment Division as the agency responsible for carrying out the responsibilities associated with maintaining and publishing a list of certified training providers for Individual Training Accounts.

The list of eligible training providers will be published in a brochure format and will also be posted on the Bureau of Employment Programs' homepage and linked with the WORKFORCE West Virginia Career Centers, the State Workforce Investment Council, the Governor's Workforce Investment Division, and the Region 1 Workforce Investment Board's websites.

The list of eligible training providers will contain the following information:

- Completion rates
- Wage at placement
- Percentage obtaining license, certificate or degree, if applicable
- Rate of retention in unsubsidized employment
- Program cost

**7. Removing Providers from the Eligible Provider List:** Upon receiving a list of providers that includes the required program performance and cost information from the local board, the Governor's Workforce Investment Division will determine, within 30 days, whether the required information, including performance levels, have been met. If the levels have not been met, the Governor's Workforce Investment Division, in consultation with the State Workforce Investment Council may remove the provider or program from the list. Providers may also be removed from the list for the following:

- *Accuracy of information* – If any inaccurate information regarding a program is intentionally supplied on the application form, a termination of eligibility will take place. This termination will remain in effect for a

minimum of two (2) years.

- *Noncompliance* – If the Local Workforce Investment Board, State Workforce Investment Council, or the Governor’s Workforce Investment Division determines that an eligible provider has substantially violated any requirement under the Act, the appropriate agency will terminate the eligibility of the provider to receive funds for the program in question or take other action as deemed appropriate.
- *Repayment* – A provider whose eligibility is terminated will be liable for repayment of all funds received for the program during any period of noncompliance.
- *Denial or removal by GWID:*
  - f. If a local WIB approved the application (within the parameters of GWID Policy Letter No. 17-01, Subsequent Eligibility) and forwarded the application to GWID for inclusion on the State list, where the application was denied by GWID; or if GWID removed a provider or program from the list, then;
  - g. Within 10 working days of receiving notification of denial or removal, the training provider may appeal to GWID by submitting the GWID Training Provider Appeal form, along with supporting documentation. The appeal will be reviewed by GWID staff members who were not involved in the original decision to deny or remove the provider / program from the list.
  - h. GWID has 30 working days from receipt of the appeal form and supporting documentation to conduct an investigation, hold a hearing and render a written decision. The investigation may include, but is not limited to, on-site visits, informal conferences or conference calls to seek a resolution, and a formal hearing.
  - i. Within 10 working days after the training provider is notified of the results from GWID, the training provider may appeal GWID’s decision to the State Workforce Investment Council. The written decision from GWID will indicate how to appeal to the State Workforce Investment Council should the provider be dissatisfied with the GWID decision.
  - j. The State Workforce Investment Council will have 30 working days from the receipt of the appeal to render a decision. The decision of the State Workforce Investment Council is final. The State Workforce Investment Council’s Chairperson, Vice-Chairperson and the legal counsel of the West Virginia

Development Office will conduct the appeal review.

**8. Invoicing System:** The training provider will submit invoices to the Region 1 Workforce Investment Board according to the following schedule:

- ¼ at verified enrollment in the program / semester (paid based upon ITA)
- ¼ at mid-point of the program / semester (invoice required)
- ½ upon substantial completion of training program / semester (invoice and/or closeout required)

If a participant drops out of the training program between disbursement periods, the balance due will be prorated. In order for payments to be made, the participant must be making satisfactory progress, defined as a 2.0 GPA or better.

**9. Limitations on Programs:**

- Training costs, reimbursable by WIA, shall not exceed a total of \$8,000 to include tuition, fees, books, supportive payments, childcare reimbursements, need-related payments, supplies, tools and special equipment for no more than a thirty (30) month period. Training costs incurred prior to the time the ITA approval is granted may not be approved for payment. The training provider and/or participant shall provide documentation of sources of income or funding for a training program that costs in excess of the amount approved for WIA funding.
- Participants will be limited to one (1) occupational skills course or training program within a three (3) year period. (Progressive skill ladders that provide minimum WIA wage gain may be excepted.)
- Participants may transfer from a training institution of higher education to another as long as all accumulated hours are accepted by the receiving institution.
- Workforce Investment Act funding shall not be provided for individuals changing programs unless a reassessment is conducted at the WORKFORCE West Virginia Career Center, nor will the costs of any repeated course(s), lost books, etc., be borne by Region 1 Workforce Investment Board.
- Transfers will not be approved for participants attending providers of training other than institutions of higher education.
- Before a participant will be approved for training in another state, an interstate agreement with that state must be on file with the Region 1 Workforce Investment Board.
- Funds shall not be approved for sectarian training or activities.

- The participant will be required to apply for grant assistance from other sources to pay the costs of training including such sources as Division of Rehabilitation Services, Welfare-to-Work, State-funded training funds, Trade Adjustment Assistance and Federal Pell and/or Promise grants. WIA assistance may be in addition to, not in place of, other grant assistance.
- Distance learning and e-learning class will be approved only if it is part of an approved, accredited curriculum. Support payments for non-classroom training will be reduced accordingly.

**10. Duration of Training Program:** Length of training shall be based on the time needed to adequately learn occupational skills and cost effectiveness. Depending on the type of training, it could be as long as thirty (30) months, or as short as four (4) weeks.

**11. Exceptions to ITA Policy:** A waiver to the ITA policy may be granted where there exists an insufficient number of eligible providers of training in the local area or where a training service program is demonstrably effective in servicing special populations with multiple barriers to employment.

**12.** All participants of the Individual Training Account program must sign the Region 1 Workforce Investment Board Memorandum of Understanding and an Individual Employment Plan prior to receiving training services.

**13. Prerequisite for ITA Award:**

- d. Participant must possess and demonstrate educational skills required to complete the occupational training chosen, i.e., WorkKey's scores as defined in the WorkKeys Profile Guide.
- e. Possess a High School diploma or GED. In special circumstances this may be achieved simultaneously with ITA sponsored training.
- f. Have received the following minimum core services:
  - (1.) Stepping Stones to Success Orientation to the WORKFORCE West Virginia Career Center System
  - (2.) Labor market / job search activities at the WORKFORCE West Virginia Career Center
  - (3.) WorkKeys assessment in applied math, reading for information, and locating information

- (4.) WIA eligibility determination
- (5.) Choose an occupation that has been determined as a demand occupation (see attachment A) within Region 1 or sign a statement of relocation intent (WIB approval required) for an out of the region occupation.
- (6.) Engage in labor market research and be able to answer questions pertaining to availability of occupational openings in the area, rate of pay, hours of work, ability and willingness to take openings, transportation and child care requirements.
- (7.) Successfully complete the SPOKES Pre-employment Training program if the participant has not worked at least 20 hours per week during the past 12 month period. The individual assessment process may determine that this is a prerequisite to ITA issuance even though the employment minimum has been met.
- (8.) Complete the NxLevel Entrepreneur Training for occupations that lead to self employment as indicated by the Individual Employment Plan.
- (9.) Must be accepted into the selected training program, by the training provider, with supporting documentation.

**14.** Funding for specific occupational training may be denied based upon supply / demand ratio of trainees vs. openings.

**15. Failure to Abide:** Failure to abide by this policy relieves the Region 1 Workforce Investment Board of any obligation to pay for any costs incurred.

*MOU*  
**Attachment III**

**ADMINISTRATIVE ASSURANCES**  
**Title 1 of the Workforce Investment Act of 1998**

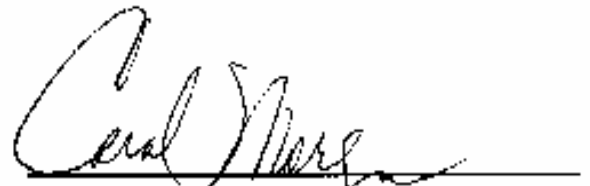
1. Recipients of WIA funds will maintain sound Fiscal Control and Fund Accounting Procedures to ensure the proper disbursement of, and accounting for, funds through the allotments made under WIA.
2. Adherence to Section 188 of the Workforce Investment Act which prohibits discrimination against all individuals 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 offences 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.



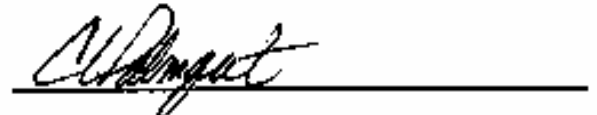
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