

ATTACHMENT T

**SOUTHERN APPALACHIAN LABOR SCHOOLS – YOUTH BUILD
MEMORANDUM OF UNDERSTANDING**

REGION 1 WORKFORCE INVESTMENT BOARD

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

SOUTHERN APPALACHIAN LABOR SCHOOL

Aka: Youthbuild

This agreement is made and entered into by and between the Region 1 Workforce Investment Board, hereinafter referred to as R1WIB; the WORKFORCE WV Governance Consortium, hereinafter referred to as GC; Keys To Organizational Growth, hereinafter referred to as One-Stop Manager; Southern Appalachian Labor School, hereinafter referred to as SALS, also known as Youthbuild.

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 Region 1; 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; and

WHEREAS: The Workforce Investment Act of 1998 mandates that the training and employment services funded by the U.S. Housing and Urban Development Authority be a partner within the R1WIB service delivery system.

NOW, THEREFORE BE IT RESOLVED that the R1WIB, the GC, and the One-Stop Manager wish to enter into an agreement with the SALS, acting as HUD Training Fund guarantee-Youthbuild, which, when signed, constitute a proper and valid agreement between the parties.

ARTICLE I

FUNDING

The Southern Appalachian Labor School, acting as Youthbuild, is the recipient of funds from the U.S. Department of Housing and Urban Development for the purpose of Employment and Training. SALS will use this funding and the funding provided by the R1WIB, via the Youth Services Grant, to provide services to WIA eligible out-of-school youth.

ARTICLE II

SERVICES

Program elements that will be delivered by Southern Appalachian Labor School include:

- ▶ Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referrals, as appropriate;
- ▶ Tutoring, study skills, and instruction leading to completion of secondary school, including dropout prevention strategies;
- ▶ Alternative secondary school services, as appropriate;
- ▶ Employment opportunities directly linked to academic and occupational learning;

- ▶ Paid or unpaid work experiences including job shadowing and internships, as appropriate;
- ▶ Occupational skills training, as appropriate;
- ▶ Leadership development opportunities, which may include community services and peer-centered activities encouraging responsibility and other positive social behaviors;
- ▶ Supportive services may include transportation, childcare, and needs-related payments that are necessary to participate in activities; and
- ▶ Adult mentoring for the period of participation and subsequent period, for a total of not less than 12 months.

All participant referrals will be made by the appropriate agent(s) within the Region 1 WORKFORCE West Virginia Career Center system.

ARTICLE III

CONTINUATION AND CANCELLATION

The Agreement may be canceled at any time by mutual agreement of the undersigned parties. In the event the R1WIB find it necessary for SALS to continue providing any services under this Agreement beyond the expiration of this Agreement, the R1WIB shall notify SALS as soon as possible, and no later than 60 days before the expiration of this Agreement of said request. 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 Attachment I, 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

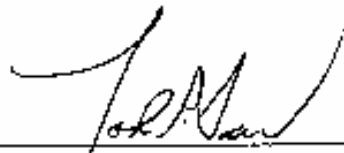
DURATION

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.

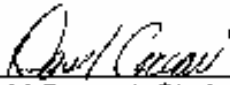
We, the undersigned, enter into this Agreement on this 29th day of April, 2005.



Donna O'Neill, Chair
Region 1 Workforce Investment Board



John David, Director
Southern Appalachian Labor School



David Coccarri, Chair
WORKFORCE WV Governance
Consortium



Craig Palmquist, CEO
Keys to Organizational Growth, Inc.

MOU
Attachment I

ADMINISTRATIVE ASSURANCES
Title 1 of the Workforce Investment Act of 1998

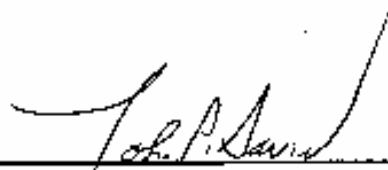
1. Recipients of WIA funds will maintain sound Fiscal Control and Fund Accounting Procedures to ensure the proper disbursement of, and accounting for, funds through the allotments made under WIA.
2. Adherence to Section 188 of the Workforce Investment Act which prohibits discrimination against all individuals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


8. **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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