

**Region VI Workforce Development Board/
Training Provider
Memorandum of Understanding**

This Memorandum of Understanding (MOU) between the Region VI Workforce Development Board, referred to herein as the "WDB" and _____, herein referred to as the "Training Provider" is entered into this ____ day of _____, 20__.

WITNESSETH

The Parties: The Region VI WDB is a non-profit organization authorized under the laws of the State of West Virginia to administer and carry out the purposes of the Workforce Innovation and Opportunity Act (WIOA) of 2014 within the thirteen-county region which is designated by the State of West Virginia as Region VI. The Training Provider is legally authorized to provide occupational training / educational programs approved by the Region VI WDB, being in a regional demand occupation, and listed on the West Virginia State Eligible Training Provider list.

Purpose of the MOU: The MOU establishes the terms and conditions under which the Training Provider shall be eligible to receive WDB funds, under the WIOA of 2014, on behalf of eligible individuals who desire to enroll in occupational training classes or programs offered by the Training Provider. This MOU shall also outline the Training Provider responsibilities during training and upon completion of training.

Term of MOU: This MOU shall run throughout the term of the Training Provider eligibility, but shall automatically terminate on such date as the Training Provider becomes ineligible to receive funds under the Act. In addition, the Training Provider may terminate this MOU upon written notice to the WDB. The WDB may terminate this MOU upon good cause shown, including the failure of the Training Provider to comply with a material provision of this MOU. Any change to this MOU will be in writing and signed by both parties.

Training Provider Assurances: All assurance required by WorkForce West Virginia must be kept current and submitted bi-annually as required by the state WorkForce. Assurances can be found in the MACC. under the name of the training provider with a link to assurances.

Eligibility for training services: All students must meet with a Region VI career planner to complete the eligibility process prior to enrolling and starting classes. Students who begin classes prior to completing the process will be deemed ineligible and the Training Provider will not be eligible to receive WIOA funds on behalf of the student. In addition to the eligibility process, the student will be required to pass a ten-panel drug screening prior to the release of any funds on behalf of the student. In the event the student fails to either follow through or pass the drug screening, no funds will be released.

Students who become eligible under WIOA as a dislocated worker **during** training may be eligible for WIOA funding on a case by case basis. Payments made on behalf of those students will be made on a prorated basis. There will be no back pay to the beginning of the program.

Satisfactory Academic Progress: The Training Provider will provide reports on the student's progress, absences, disciplinary actions and program completion as required in accordance with WDB policies. Documentation required from the Training Provider will include copies of grades, certificates, degrees,

awards, and any other proof of student's achievements. A signed copy of the participant's Release of Information will be provided.

Access to Records: The Training Provider will permit access by personnel from the U.S. Department of Labor, WorkForce WV and/or Region VI WDB to student records and other information to conduct appropriate oversight and audits in order to confirm proper disbursements and utilization of funds provided under the Individual Training Account (ITA). A signed copy of the participant's Release of Information will be provided.

MACC: Annually, the Training Provider shall capture and report performance measures in the Mid Atlantic Career Consortium (MACC) computer system, as required by the U.S. Department of Labor and the Region VI WDB.

Funding: WIOA funding is based on a participant's eligibility and funds must be applied only to that participant's student account.

WIOA funding will be utilized after all other student-training grants have been exhausted (i.e. Pell, Voc Rehab, etc.) WIOA funding is to be utilized for tuition and training related fees only. WIOA funding can not be used to offset the costs of living expenses.

If student funding changes and it is determined that WIOA funds in excess of tuition and fees have been received on behalf of the student, excess funds must immediately be returned to Region VI WDB.

The Training Provider agrees to notify, in writing, the WDB of any subsequent changes to the ITA (i.e. schedule change, course change, etc.) The Training Provider understands that failure to report any changes may result in non-payment for the class, or possible revocation of the Individual Training Account (ITA). Any change in the student's course requirements must have prior approval of the WDB.

The Training Provider agrees to retain all records pertinent to a WDB participant, including financial and statistical documentation for a period of 6 years from the date of completion of training.

Payment process: The Training Provider agrees to follow the ITA payment process as outlined in the Region VI Invoicing Policies and Procedures and the WIOA Refund policy which can be found at www.regionviwv.org. Click on the Training Providers tab to access all forms.

Student Enrollment: The Training Provider understands that under the WIOA, individuals who are eligible to receive funding have the right to choose the training program and training provider which best meets that individual's needs. Therefore, the Training Provider understands and agrees that the WDB is not responsible to refer or provide a minimum number of students to operate such training classes or training programs. In addition, nothing in this MOU requires the Training Provider to accept students under this MOU.

WDB Funding / Availability of Other Funds: The obligation to pay tuition, fees, or other charges under this Agreement shall be specifically contingent on and limited to the availability of funds provided to the Region VI WDB under the Workforce Innovation and Opportunity Act or from other sources, and upon the policies adopted by the Region VI WDB for the use and allocation of the funds it receives.

The amount of funds payable to the Training Provider under this Agreement for each individual student shall be specified in the student's Individual Training Account and shall be in accordance with the WDB's

policies and procedures and the requirements of the Act and regulations promulgated thereunder. Submission of invoices and payment procedures shall be in accordance with WDB policies.

Entire MOU: This MOU represents the understanding of the parties and no part shall be modified or amended except by a supplemental agreement executed by the parties.

Region VI Workforce Development Board

By: _____
Signature and Date

Name and Title: _____

Training Provider

By: _____
Signature and Date

Name and Title: _____