



## **MEMORANDUM OF UNDERSTANDING**

This agreement is made and entered into by and between Delaware's Workforce Development Board, hereinafter referred to as the (DWDB) and the Training Provider known as \_\_\_\_\_, hereinafter referred to as the (Provider): and

**WHEREAS:** the United States Congress has established the Workforce Innovation and Opportunity Act (WIOA) and requires the Workforce Development Board to provide policy guidance and oversight with respect to Workforce Development activities that includes identification of eligible training providers, who may receive payment of Individual Training Account federal funds, and meet initial as well as subsequent requirements (Of Title 1 Workforce Innovation and Opportunity Act)

**NOW, THEREFORE, BE IT RESOLVED** that the following agreement between the Delaware Workforce Development Board and the above mentioned training provider shall, when signed, constitute a proper and valid agreement between the two parties for the purposes of determining minimum renewal requirements and required performance data.

### **Responsibilities of the Delaware Workforce Investment Board**

The Delaware Workforce Development Board will:

1. Provide information regarding the types of training programs that are needed to meet market demand through the Office of Labor Market Information, Delaware Department of Labor;
2. Provide Career through the One-Stop Career Centers, located at the Division of Employment and Training, Department of Labor sites throughout the state;
  - Provide informed customer choice through the reporting system that is maintained as part of Delaware JobLink maintained through the Delaware Department of Labor, Division of Employment and Training.
3. Provide written documentation of approved Individual Training Accounts;
4. Place providers in hold status if complaints are received or notices of non-compliance with other Department of Labor Divisions.
5. Provide payment for the approved Individual Training Account when submitted by a currently eligible training provider.
6. Reserves the right to visit the provider (unannounced) to monitor programs to ensure compliance with DWDB criteria.
- 7.

### **Responsibilities of the Training Provider**

The above mentioned Training Provider will:

1. Maintain a Delaware Department of Education approval as indicated in Title 14, Chapter 85 of Delaware Code. Providers who do not meet this requirement because they are specifically excluded from Title 14, Chapter 85, Section 8529 may appeal to DWIB.
2. Maintain compliance with Department of Labor Divisions (Unemployment Insurance, Industrial Affairs).
3. Offer programs that are currently available in a course catalog, are in use by the general public on a tuition basis and available to the DWDB at the same or lower tuition, available through the course catalog.

4. Provide performance data for all participants in the approved training programs as part of the annual renewal process.
5. Submit invoices for payment within 90 days after the course add/drop date.
6. Provide the number of enrollees in the approved training programs, as well as the number who have successfully completed, during the most recent program year, as well as **all** required performance outcomes such as including average wage, placement & completion rates.
7. Will report to the DWDB any changes in address for training location, clinical practice or administrative offices that are associated with the training program.
8. Notify the DWDB of any personnel changes related to the training program.
9. Provide the renewal data no later than June 17<sup>th</sup> for all programs that are subject to renewal July 1. (Example June 17, 2012 for programs that will renew July 1, 2012). We understand that programs which do not have their renewal data submitted during this time period will be ineligible for funding on or after the July 1<sup>st</sup> renewal date. Programs approved 1/1 – 12/31 of any calendar year will be required to submit renewal data for the next July 1. (Example: Programs approved 1/1/11 – 6/30/11 will be up for renewal 7/1/2011; Programs originally approved 7/1/11 – 12/31/11 will be up for renewal 7/1/2012. Tuition prices can only be updated during the renewal period.

As this agreement indicates an agreement exists between the Provider and the DWIB, any disagreements between the parties affecting this agreement shall be resolved by mutually satisfactory negotiations. Either party may cancel the agreement with 60 days written notice. This agreement shall be in effect until it is replaced by mutual agreement of both parties or cancelled by either party.

We, the undersigned, an authorized representative of \_\_\_\_\_, (Training Provider) and the Executive Director of Delaware’s Workforce Investment Board, enter into this agreement on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

_____ (Signature)	_____ (Signature)
_____ (Printed Name)	_____ (Printed Name)
_____ (Name of Training Provider)	Delaware Workforce Development Board
(DWIB)	
_____ Provider’s Phone Number	_____ DWDB Phone Number