



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 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 DWDB 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 Development Board

The Delaware Workforce Development Board will:

Provide information regarding the types of training programs that are needed to meet market demand identified by Office of Occupational and Labor Market Information, Delaware Department of Labor;

1. Provide Career services through the Department of Labor American Job Centers located within the Division of Employment and Training sites throughout the state;
2. Provide informed customer choice through the reporting system that is maintained as part of Delaware Joblink through the Delaware Department of Labor, Division of Employment and Training.
3. Provide written documentation of approved individual Training Accounts;
4. Place programs in hold status if complaints are received, or if providers are identified in 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 (announced and unannounced) to monitor programs to ensure compliance with federal and state policies and regulations.
7. Eliminate programs that do not meet prescribe performance measures.

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 will notify the DWDB.

2. Maintain compliance with Department of Labor Divisions (e.g. Unemployment Insurance, Industrial Affairs).
3. Offer programs that are currently available in a course catalog, in use by the general public on a tuition basis, and available to the DWDB at the same or lower tuition.
4. Provide performance data for **all** participants in the approved training programs as part of the annual renewal process, unless a waiver is granted by US DOL.
5. Submit invoices for payment within 90 days after the course drop/add date. See DOL Employment and Training Fiscal Policy.
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.
7. Attain all performance measures as outlined in the annual letter of instruction, including median earnings, job placement, retention, and completion rates as stated in 20CFR680.460 (g)
8. Will report to the DWDB any changes in address for training location, clinical practice or administrative offices that are associated with the training program.
9. Notify the DWDB of any personnel changes related to the training program.
10. Provide the renewal data no later than outlined in the letter of instruction for all programs that are subject to renewal. Programs approved after December of any given year are subject to renewal the following year.
11. Programs which do not have their renewal data submitted during this period will be ineligible for funding on or after the July 1st renewal date.
12. Report performance based on the program year of July 1 thru June 30.
13. Tuition prices can only be updated during the renewal period.
14. They have a stable location. While the DWDB understands that the business world is dynamic and things change, it also understands that training facility stability is an indicator of a successful and viable organization. The DWDB will suspend any organization that moves without notification, twice in the same 12 month period as the training provider will be out of compliance with its application.

As this agreement indicates an agreement exists between the **Provider** and the **Delaware Workforce Development Board (DWDB)**, any disagreements between the parties affecting this agreement shall be resolved by mutually satisfactory negotiations. Either party may cancel the agreement with a 60-day written notice. This agreement shall be in effect until it is replaced by a 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 Workforce Development Board, enter into this agreement on the day of _____, 20 _____.

Provider Authorized Signature/Title

DWDB Signature/Title

Print Name

Print Name Executive Director-DWDB

(302) 761-8160

Provider Phone Number

DWDB Phone Number

M.O.U. updated 05182020 wfh Previous editions are obsolete -wfh