

WORKFORCE INNOVATION AND OPPORTUNITY ACT INITIAL APPLICATION FOR APPROVAL TO PROVIDE TRAINING SERVICES

ORGANIZATION INFORMATION:	
ORGANIZATION NAME:	
MAILING ADDRESS:	
P.O. BOX:	
CONTACT NAME:	
CONTACT PHONE:	
CONTACT EMAIL:	
ORGANIZATION WEBSITE:	
DATE ORGANIZATION ESTABLISHED:	
DESCRIPTION OF TRAINING PROVIDER: "SHORT DESCRIPTION OF THE TRAINING PROVIDER, CAN INCLUDE ACCREDITATION, PROGRAM OFFERINGS/SPECIALTIES"	

ORGANIZATION TYPE AND FEIN:	
Higher Education Act provider certified to administer Pell grants. Provide your U.S. Department of Education Federal School Code:	
Provide your U.S. Department of Labor Registered Apprenticeship or Montana Registered Apprenticeship Number:	
Provide your Federal Employer Identification Number: NOTE: A signed and dated US IRS W-9 form is required for verification.	

LICENSING, ACCREDITATION, AND FINANCIAL AUDIT:		
Is your organization licensed? If Yes, please list licensing body, license number and date of expiration:	BODY:	
	LICENSE NUMBER:	
	EXPIRATION DATE:	
Is your organization accredited? If Yes, please list accrediting agency and the date of expiration:	AGENCY NAME:	
	EXPIRATION DATE:	
List the date and the name of the auditing agency of your organization's last financial audit.	AGENCY NAME:	
	AUDIT DATE:	
Were there any exceptions to the audit? If Yes, please attach a copy of the audit and your organizations resolution:		

ORGANIZATION ASSURANCES:

EEO AND WIOA COMPLIANCE:

This institution assures that, as a condition to the award of financial assistance from the U.S. Department of Labor under Title I of WIOA, it will comply fully with the non-discrimination and equal opportunity provision of the following laws:

- Workforce and Innovation and Opportunity Act of 2014 (WIOA) Equal Opportunity and Non-discrimination Regulations at 29 CFR Part 38 and Section 188 of the Act, which prohibits the exclusion of an individual from participation in, denial of the benefits of, discrimination in, or denial of employment in the administration of or in connection with any programs and activities funded or otherwise financially assisted in whole or in part under Title I of WIOA on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the base of either citizenship/status as lawfully admitted immigrant authorized to work in the United State or participation in any WIA Title 1—financially assisted program or activity;
- Title IV of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- Americans with Disabilities Act as amended by the Americans with Disabilities Act Amendments Act (ADAAA)
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- The grant applicant also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant’s operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant application makes to carry out the WIOA Title I-financially assisted program or activity.
- The grant applicant assures that no qualified individual with a disability shall, because a recipient’s facilities are inaccessible to or unusable by individuals with a disability, be denied the benefits or be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which CFR 32.26 of Section 504 of the Rehabilitation Act of 1973, as amended, applies.
- The grant applicant understands that the Unites States has the right to seek judicial enforcement of this assurance

COMPLAINT POLICY:

The training provider certifies that they have an established complaint procedure in place and agrees to post the required WIOA Equal Opportunity and Non-discrimination posters once your organization is approved.

GRIEVANCE POLICY:

The training provider certifies that they have an established grievance policy in place, which includes the steps of the grievance policy, the names of the person(s) to contact and the clients appeal rights. If no grievance policy is in effect, the training provider agrees to follow the State’s established procedure. Copies of the State’s policy may be obtained via the State Agency or Local Service Provider.

REFUND POLICY:

The training provider certifies that they have an established refund policy in place, which includes the time frames associated with refunds, if make up sessions will be offered and the names of people who can be contacted regarding refunds.

PELL GRANT INSTITUTIONS:

The Workforce Innovation and Opportunity Act (WIOA): Public Law 113-128 Section 134 (c) (3) (b) (ii) and Federal Regulation 20 CFR Part 601, et al, Section 680.230 (b) states: A WIOA participant may enroll in WIOA-funded training while his/her application for a Pell Grant is pending as long as the One-Stop operator has made arrangement with the training provider and the WIOA participant regarding the allocation of the Pell Grant, if it is subsequently awarded. In that case, the training provider must reimburse the One-Stop operator the WIOA funds used to under write the training for the amount the Pell Grant covers. Reimbursement is not required from the portion of Pell Grant assistance disbursed to the WIOA participant for education-related expenses.

US DEPARTMENTS OF EDUCATION AND LABOR REQUIRED STUDENT PERFORMANCE DATA FOR ALL APPLICANTS:

- For information on how FERPA and WIOA work together, please review the US Department of Education and US Department of Labor joint guidance, issued by US DOL, by clicking [here](#).
- Reference the Data Sharing agreement to review the data required to apply. Return Signed Data Sharing agreement
- Report data on the ETPL Student Data excel workbook. Return excel workbook with data.

ORGANIZATIONS PROGRAM OF STUDY:**PROGRAM NAME:****CIP CODE {xx.xxxx}:**

<https://nces.ed.gov/ipeds/cipcode/default.aspx?y=55>

BRIEF PROGRAM DESCRIPTION/SYNOPSIS:

"PROVIDE A SHORT DESCRIPTION OF THE TRAINING PROGRAM INCLUDING: PREREQUISITES, OUTCOMES, FULL-TIME/PART-TIME, ONLINE/IN-PERSON INSTRUCTION, ETC."

PROGRAM DURATION:

Contact Hours:
CONTACT HOURS ARE HOURS PER WEEK THE STUDENT SPENDS IN CLASS OR OTHER INSTRUCTIONAL ACTIVITY.

Weeks:

PROGRAM COSTS:

Tuition and Fees Total:

Books and Supplies Total:

CREDENTIAL ISSUED:**PRE-REQUISITES:**

NONE:

HS DIPLOMA/EQUIVELANT

ASSOCIATES:

BACHELORS:

COURSES:

COMBINATION OF EDUCATION AND COURSES:

CLASS ATTENDANCE:

IN PERSON

ONLINE

BLEND - IN-PERSON/ONLINE

REQUIRED DOCUMENTS AT APPLICATION:			
WIOA ETPL Application:		US IRS W-9	
WIOA ETPL Data Sharing Acknowledgment: Review Addendum A below:		WIOA ETPL Data Excel Workbook: NOTE: New providers do not need data at time of application.	

SIGNATURE AGREEMENT:		
<p>By signing this agreement, I hereby certify that the information contained in this full document is true and accurate to the best of my knowledge, and I have not knowingly falsified any information contained in this application. I also agree to site visits and audits by the State Workforce Innovation Board or designated State administrative entity and assure the provision of all the above listed documentation upon request. I further understand that completion of this application does not guarantee selection or approval as a training provider. I also understand that following the initial year of approval; I agree to provide performance data for subsequent evaluation and renewal applications.</p>		
NAME (TYPED):	POSITION:	PHONE:
ADOBE DIGITAL SIGNATURE:	DATE:	EMAIL:

RETURN COMPLETED MATERIALS TO THE FOLLOWING ADDRESS/EMAIL. IF EMAILED A MAILED COPY IS NOT NEEDED.

Eligible Training Provider List Manager
 Data and Operations Bureau
MTETPL@mt.gov
 PO Box 1728, Helena MT, 59624-1728



Addendum A

WIOA Data Sharing Background

Under the Workforce Innovation and Opportunity Act (WIOA), all states must collect and report performance information on all WIOA title I core program participants (of Adult, Dislocated Worker, and Youth programs) served by each program of study from participating Eligible Training Providers (ETP) on the state's ETP list. The requirements for ETP reporting can be found at WIOA section 116(d)(4) and 116(d)(6)(B) and in the WIOA Joint and Department of Labor (DOL)-only final rules at 20 CFR 677.230 and 20 CFR 680.490.

Purpose

The reporting and collection process of student-level performance data and assurances of non-disclosure since this information may contain personally identifiable information submitted from the training provider to the Montana Department of Labor's Workforce Services Division (WSD) as required by the Workforce Innovation and Opportunity Act, which is administered by the WSD.

Information from wage records, course of study of students/graduates, cost of course of study and other administrative data is intended for evaluating performance accountability performance measures of training providers, the degree to which training programs relate to in-demand industry sectors and occupations in the state, state licensure requirements of training providers, providers ability to offer industry recognized certificate and/or credentials, and the ability of providers to offer quality programs that lead to post-secondary credentials.

Description of Information Being Transferred

The information being transferred pursuant to the agreement is certain student enrollment data elements from the training provider. The data will be submitted at the time of initial application or by the first full quarter after placement on the list and annually thereafter and continuing only if the MOU is in effect. Reporting data to be provided includes:

- Training provider/school name
- Student full social security numbers
- Training program/course of study name
- Date student began training program
- Date student completed training program
- Student completion status
- Credential attainment status.

The data shall be transferred in encrypted files via a secure file transfer protocol (FTP) site containing the necessary information from the training provider to WSD. If requested, this data will only be reported from WSD to the training provider in an aggregated form for research and or reporting purposes. Each party has a duty to consult with the other to ensure selection of needed data and to correct discrepancies in data provided.

Data Privacy

The training provider and WSD agree to use the data provided only to the extent necessary to successfully meet WIOA reporting requirements and reflect appropriate workforce achievements and outcomes.

Personally Identifiable Information (PII) utilized and generated by the data match will be kept secure, will not be used to make decisions concerning the rights, benefits, or privileges of specific individuals, nor will it be reported in anything other than aggregated format that does not permit personal identification of parent or students by anyone other than representative of either the training provider or WSD with legitimate interests.

Data containing personally identifiable information shall be stored and processed in such a manner that access is restricted to authorized persons only. All data containing personally identifiable information will be destroyed when no longer needed for the purposes described in the agreement, or within 30 days after the term of the agreement expires, whichever is sooner, except for any summary data that has already been prepared.

The training provider and WSD agree to abide by the provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. 1232g, and any other applicable government law or regulation on confidentiality of data and information, including, but not limited to, the provisions of 34 CFR 99.31 regarding the dissemination of student information.

Each party agrees that it shall not be liable for any violation of any provision of FERPA directly or indirectly relating to, arising out of or resulting from, or in any manner attributed to, the actions of any other party.

Cooperation and Communication

This MOU outlines the roles and responsibilities of a collaborative, communicative, and cooperative relationship between the Parties. This agreement is intended to foster a caring, comprehensive, communicative, and integrated service delivery system, which maximizes scarce community resources, avoids fragmentation of services, and avoids duplication of effort.

Compliance with Laws

The Parties shall fully comply, and remain fully in compliance through the MOU term, with all applicable federal, state, or local laws, rules, and regulations. This includes without limitation, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (as amended), Section 504 of the Rehabilitation Act of 1973, and Montana's Workers' Compensation Laws at MCA Title 39, Chapter 71. Limited Use.

The information transferred by this agreement may be used only as described in this agreement. WSD is prohibited from granting access to the information transferred by this agreement to any other persons that are not the employees of WSD without the express, written consent of the training provider. WSD may not disclose the information transferred pursuant to this agreement to any non-employee agent of WSD without the express, written consent of the training provider.