



August 24, 2015

Dear Local Workforce Development Area Grant Recipient:

Pursuant to the Chief Local Elected Officials (CLEO) Consortium Agreement for your local workforce development area, we are pleased to provide the enclosed fully-executed Workforce Innovation and Opportunity Act (WIOA) Title I Grant Agreement. WIOA, formerly the Workforce Investment Act, Title I funds are allocated by the U.S. Department of Labor to the Virginia Community College System as the state Title I administrative entity for the purpose of improving job and career options for our nation's workers and jobseekers through an integrated, job-driven public workforce system that links diverse talent to businesses.

This agreement, effective July 1, 2015 through June 30, 2016, governs workforce development activities funded under WIOA in your local workforce development area. Following this first year of WIOA implementation, subsequent grant agreements will be provided for a period of three years.

An executed copy of this agreement will also be forwarded to the workforce development board in your area. If you have any questions concerning this agreement, please do not hesitate to contact me at (804) 819-5387 or GTaratsas@vccs.edu.

Sincerely,

A handwritten signature in black ink, appearing to read "George Taratsas", with a long horizontal flourish extending to the right.

George Taratsas
WIOA Administrator

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
TITLE I GRANT AWARD AGREEMENT
BETWEEN
THE VIRGINIA COMMUNITY COLLEGE SYSTEM
AND
LOCAL WORKFORCE DEVELOPMENT AREA 11**

This Agreement is entered into by and between the Virginia Community College System (hereinafter referred to as the VCCS), and **Fairfax County**, the Local Workforce Development Area Grant Recipient (hereinafter referred to as LWDAGR) pursuant to the Chief Local Elected Officials Consortium Agreement, on behalf of the **Northern Virginia Workforce Development Area** (hereinafter referred to as LWDA). The Agreement applies to WIOA Title I funds that are allocated by the VCCS to the LWDAGR for use by the LWDA. This Agreement is effective July 1, 2015 through June 30, 2016 in accordance with Section II and supersedes all other agreements for WIA Title I funds allocated by the VCCS.

SECTION I - PROGRAM PURPOSE

Title I Workforce Development System

WIOA Title I funds are allocated to the LWDAGR for the purpose of improving job and career options for our nation's workers and jobseekers through an integrated, job-driven public workforce system that links diverse talent to businesses. The three key pillars of this system are:

- One-Stop career centers that provide first-rate customer service to jobseekers, workers, and businesses.
- The demands of businesses and workers drive workforce solutions.
- The workforce system supports strong regional economies where businesses thrive and people want to live and work.

1. Adult and Dislocated Worker Employment and Training Activities

Funding for Adult and Dislocated Worker employment and training activities shall be made in accordance with the Local Plan developed by the **Northern Virginia** Local Workforce Development Board (hereinafter referred to as LWDB) in partnership with the (Consortium of) Chief Local Elected Officials (hereinafter referred to as CLEOs) and submitted to the Governor. The Local Plan has been reviewed and approved in accordance with applicable provisions of the Workforce Investment Act (WIA). For and in consideration of the mutual covenants hereinafter set forth, the VCCS and the LWDAGR agree as follows:

A. Adult Employment and Training Activities

From funds made available to the Governor of Virginia pursuant to Section 132 of the WIOA, funds shall be allocated to the LWDAGR in accordance with the

provisions of Section 133(b)(1)(A). The funds will be made available through the issuance of a VCCS WIOA Notice of Obligation (hereinafter referred to as NOO).

In accordance with the approved Local Plan and Section 134(b) of the WIOA, the LWDA will ensure the provision of local employment and training activities to prepare adults for participation in the labor force.

B. Dislocated Worker Employment and Training Activities

From funds made available to the Governor of Virginia pursuant to Section 131 of the WIOA, funds shall be allocated to the LWDAGR in accordance with the provisions of Section 133(b)(1)(B). The funds will be made available through the issuance of a VCCS WIOA NOO.

In accordance with the approved Local Plan and Section 134(b) of the WIOA, the LWDA will ensure the provision of local employment and training activities to prepare dislocated workers to return to the labor force.

C. One-Stop Delivery System

The LWDB shall, in accordance with Section 121 of the WIOA:

1. Develop and enter into the memorandum of understanding described in Section 121(c) with one-stop partners;
2. Designate or certify one-stop operators under Section 121 (d); and
3. Conduct oversight with respect to the one-stop delivery system in the LWDA.
4. Adult and Dislocated Worker funds shall be used by the LWDA to contribute to the costs of the LWDA's one-stop delivery system as described in Sections 121(h) and 134(c) of the WIOA.

D. Minimum Level of Fiscal Support for Training

In accordance with §§ 2.2-2472.2 *et seq.* of the *Code of Virginia*, the LWDB shall allocate a minimum of 40 percent of WIOA Adult and Dislocated Worker funds to training services as defined under § 134(c)(3)(D) of the WIOA that lead to recognized postsecondary education and workforce credentials aligned with in-demand industry sectors or occupations in the local area or region. Failure by the LWDB to meet the required training expenditure percentage requirement shall result in sanctions, to increase in severity for each year of noncompliance.

2. Youth Employment and Training Activities

From funds made available to the Governor of Virginia pursuant to Section 126 of the WIOA, funds shall be allocated to the LWDA in accordance with the provisions of

Section 128(b)(1) The funds will be made available through the issuance of a VCCS WIOA NOO.

In accordance with the Local Plan and Section 129 parts (a) and (c) of the WIOA, the LWDA will ensure that a series of comprehensive youth services are available to serve eligible youth seeking assistance in achieving academic and employment success.

SECTION II - SPECIAL TERMS

1. Default on Terms of Agreement

Should the agreement permitted by Section 107 (d)(12)(B)(i) of the WIOA, or any subsidiary agreement among and between the LWDB and the CLEOs be terminated, or there be a claim made of default thereon by any party to the agreement or any subsidiary agreement, then the LWDB Chair or CLEO, as designated in Section 101(6) of the WIOA, shall give written notice of the particulars thereof to the Chancellor of the VCCS. In such event, the VCCS shall have the right to withhold further funding under this Agreement or terminate this Agreement upon such notice as may be reasonable under the circumstances, not in lieu of but in addition to any other remedy available under law if such action is deemed reasonably necessary by the VCCS to carry out its duty under the WIOA and the laws of the Commonwealth of Virginia.

2. Termination for Cause

If, through any cause, the LWDAGR fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the LWDAGR violates any of the covenants, agreements, or stipulations of this Agreement, the VCCS shall thereupon have the right to terminate this Agreement.

In such event, the VCCS shall give written notice to the LWDAGR and the LWDB, specifying the effective date of termination. Written notice shall be given at least thirty (30) days before the effective date of termination. All finished or unfinished documents, data, studies, surveys, and reports prepared under this Agreement shall, at the option of the VCCS, become its property, and upon the exercise of such option shall be delivered by the LWDAGR to the VCCS. In the event of termination, the LWDAGR remains responsible for compliance with the closeout and post-closeout requirements of OMB 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards- Subpart D-Post Federal Award Requirements Standards for Financial Management. The LWDAGR and/or LWDB shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the LWDAGR shall not be relieved of liability to the Commonwealth of Virginia or the VCCS for damages sustained by the VCCS, which

result from any breach of this Agreement by the LWDAGR or LWDB. The VCCS may withhold payments to the LWDAGR until the exact amount of damages due to the VCCS from the LWDAGR is determined, and thereafter until all amounts due have been paid.

3. Discretionary Termination

The LWDAGR's performance under this Agreement may be terminated in whole or in part by the VCCS whenever the VCCS determines that such termination or suspension is in the best interest of the Commonwealth of Virginia. Termination of work hereunder shall be effected in writing by delivery to the LWDAGR of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. Notice of termination shall be given at least thirty (30) days before the effective date of termination and may be served upon the LWDAGR and the surety by mail or any other electronic means. Delivery of the notice of termination shall be to any officer or management/supervisory employee of either the LWDAGR or the surety. If no such officer or employee is known or can be found by reasonable inquiry within three (3) business days, the written notice of termination can be posted at the last known address. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery. In no instances shall termination for convenience be effective less than ten (10) business days after the receipt of a certified notice thereof.

After receipt of the Notice of Termination, the LWDAGR shall cancel outstanding commitments covering procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the LWDAGR shall exercise all reasonable diligence to accomplish the cancellation of any outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice of termination. With respect to such canceled commitments the LWDAGR agrees to:

- A. Ensure all commitments contain a cancellation clause allowing for termination for cause and fund availability;
- B. Settle all outstanding liabilities and all such claims arising out of such cancellation of commitments, or ratify all such settlements; and
- C. Assign to the VCCS in the matter, at the time and to the extent directed by the VCCS, all of the rights, titles and interest of the LWDAGR under the orders and contracts so terminated. The VCCS shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts.

SECTION III - GENERAL TERMS AND CONDITIONS

1. Availability of Funds

This Agreement is made subject to the availability of WIOA funds and the allocation thereof by the VCCS. The VCCS shall exert its best efforts to provide the LWDA with timely notice of changes in funding levels produced at the federal level or required by circumstances affecting state allocations.

2. Accountability for Funds

- A. The LWDAGR agrees to receive, administer, disburse and account for the said funds and such property as may be acquired therewith or otherwise be placed under its control in accordance with the terms of the WIOA, direction of the United States Department of Labor (hereinafter referred to as USDOL), or direction of the VCCS. The LWDA agrees to perform the related duties imposed upon it by the WIOA, by the regulations of the USDOL as the same may presently exist or hereafter be amended or enlarged and by duly authorized waivers approved by the USDOL during the period of this Agreement. In accordance with provisions of the WIOA and attendant federal and state regulations, policy, and guidance, by receipt of said funds, the LWDAGR shall be held accountable and liable to the VCCS and USDOL for activities of the LWDB and its subrecipients. The source of any required repayment resulting from disallowance of cost determinations outlined in Section 8 below shall not be federal and/or state funds.
- B. All obligations and agreements herein of the LWDA shall be binding upon the LWDAGR, whether or not such obligation or agreement is enforceable against the LWDA. Any failure to comply with any such obligation or agreement shall be construed as a default or breach under this Agreement, and in such event the VCCS shall have all the rights and remedies herein described, notwithstanding that the LWDA may not be a party to this Agreement.

3. Interpretation of Legal Obligation

Pursuant to the agreement between the U.S. Secretary of Labor and the Governor of Virginia, the VCCS reserves the right to interpret the requirements of the WIOA and all implementing regulations consistent with the terms thereof that by this Agreement are applicable to the LWDA. Such interpretations shall be specifically identified as "WIOA Policies and Procedures" and are accessible through the Elevate Virginia website at elevatevirginia.org. The parties shall apply and abide by the WIOA and the policy interpretations issued by the VCCS, as well as all such federal

interpretations issued during the term of this Agreement. The VCCS may review these or any subsequent WIOA interpretation at its own discretion or upon the request of any interested party.

4. Performance Accountability Measures

The LWDA level of performance based on the State adjusted levels of performance shall be negotiated and agreed to by the LWDB, the CLEO, and the Governor of Virginia, as described in Section 116(c) of the WIOA.

5. Internal Organization

The VCCS recognizes the right of the LWDA to make provision among and between the CEOs, the LWDB, and LWDAGR, or fiscal agent, for the division of duties and avoidance of conflict of interest in performing tasks requisite for the proper performance of this Agreement, subject to the provisions of the WIOA and attendant federal and state regulations. The LWDAGR agrees that it shall not, by act of commission or omission, do or fail to do any act that would hinder, frustrate, or delay the performance of this Agreement or any act or duty required hereby.

6. Nonassignability

This Agreement shall not be assignable, in whole or part, by the LWDAGR without the prior written consent of the VCCS; provided, however, that contractors providing intensive services for adults or dislocated workers in accordance with Section 134(d)(3)(B)(ii) of the WIOA, providers of training services in accordance with Section 134(d)(4)(G)(ii) of the WIOA, and contractors providing youth activities under Section 123 of the WIOA may be engaged by the LWDB to provide such services or activities to eligible WIOA participants. In the exercise of the discretion afforded by this provision, the LWDA shall ensure that all purchases comply with federal and state procurement laws and requirements as may be applicable. Whenever the word "contractor" appears in the succeeding provisions of this Agreement, it shall mean such contractors as are permitted by the terms of this Paragraph 6. Any such contract shall be conditioned to secure the benefits of the succeeding provisions to the LWDA and the VCCS.

7. Audit

The LWDAGR shall procure an annual, organization-wide financial and compliance audit in accordance with the requirements of the Single Audit Act of 1984 and Office of Management and Budget (hereinafter referred to as OMB) 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award- Subpart F- Audit Requirements. All funds covered by this Agreement and received by the LWDAGR on behalf of the LWDA shall be included in the scope of the LWDAGR's Single Audit. Accordingly, all funds received must be

reflected in the LWDAGR's audit report whether or not the LWDAGR has appointed a fiscal agent to manage funds received on behalf of the LWDA. The scope of the audit need not include activities of state-level partner agencies subject to audit by the Virginia Auditor of Public Accounts (hereinafter referred to as Virginia APA). The LWDAGR shall ensure that the audit report is accessible electronically or submitted to the VCCS upon its completion.

The LWDAGR shall, immediately and in writing, notify the VCCS of possible acts of fraud, abuse, or illegal acts discovered during the performance of the audit. The VCCS reserves the right to audit, or to require the audit of any or all of the activities and transactions of the LWDA, as the need is determined. The costs of additional audits shall be borne by the VCCS, provided the LWDAGR has been audited in accordance with Paragraph A, above.

8. Compliance Monitoring

In conformance with Section 184 (a)(4) of the WIOA and OMB 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart D- Post Federal Award Requirements Standards for Financial Management, the VCCS shall undertake onsite monitoring of the LWDA no less than once annually to assess compliance with Federal statutes, regulations, and the terms and conditions of funds received under this Agreement. The VCCS shall issue a report to the LWDAGR and LWDA within thirty (30) days following the monitoring visit that outlines any findings, concerns and any necessary corrective actions.

The LWDAGR and LWDA shall provide the VCCS a written response within 30 days, accompanied by appropriate supporting documentation, which addresses the disposition of all questioned costs and costs recommended for disallowance, related to funds covered by this Agreement. The LWDAGR and LWDA shall provide an explanation of any corrective actions taken or a plan for future corrective action to address findings resulting from the monitoring. Documentation to verify that corrective action has been taken or a timetable for the completion of the corrective action shall be included with the explanation.

The VCCS shall determine the adequacy of the action taken to resolve the findings. The VCCS may request additional action on any finding considered not fully resolved, and the LWDAGR and LWDA shall submit the necessary documentation to fully resolve the finding. A determination will be issued based on an evaluation of the corrective action plan. The determination will:

- i. List any costs which have been determined unallowable; and
- ii. As necessary, establish a liability for any disallowed costs and designate a date by which repayment must be made.

The VCCS reserves the right to undertake monitoring through additional means to ensure compliance with Federal statutes, regulations, and terms and conditions of funds received under this Agreement.

9. Disallowed Cost

The LWDAGR shall give the VCCS timely written notification of the possibility of disallowed costs incurred in its administration of this Agreement or by its one-stop operators or contractors. In appropriate cases, the VCCS shall petition the U.S. Secretary of Labor to:

- i. Forgive those costs, if possible; if not,
- ii. Accept repayment of those costs in other than cash reimbursement.

Neither the VCCS nor the LWDAGR, however, shall construe anything in this provision to limit or preclude the pursuit of remedies, either legal or administrative.

In the event that repayment is required, the LWDA shall use prompt and efficient debt collection procedures to obtain cash repayment of disallowed costs. The LWDAGR shall not forego debt collection procedures without the express written approval of the VCCS. Any required repayment shall not be by or from federal funds and/or state funds.

10. Cost Liability

Neither the Governor of Virginia nor the VCCS assumes liability by virtue of this Agreement for any costs incurred above the amounts provided pursuant to this Agreement or for costs incurred by the LWDA or its one-stop operators or contractors that are determined to be unallowable. Any such costs shall be at the sole risk of the LWDA or its contractors. The foregoing provisions of this Paragraph are not intended to preclude and shall not be deemed to preclude the LWDA or its contractors from asserting any defense that may be asserted hereafter.

11. Notification of Claims

The LWDAGR shall give the VCCS prompt written notice of any claim, action or suit, of which it becomes aware, filed against the LWDA or any of its contractors concerning or affecting the performance of this Agreement or any contract made here under.

12. Record Retention and Right of Access

The LWDAGR, LWDA and its contractors shall retain records pertaining to WIOA activities and expenditures for a period of three years from the date of submission of the final expenditure report by the LWDA to the VCCS in accordance with OMB 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award- Subpart D- Post Federal Award Requirements. The VCCS, the U.S. Secretary of Labor, the Comptroller General of the United States, or any of their representatives, which include the Virginia APA and the Department of the State Internal Auditor, shall have access to work and training sites and to any books, documents, papers, and records (including computer records) of the LWDA and its contractors that are directly pertinent to this Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the LWDA and its contractor's personnel for the purpose of interviews and discussions related to such documents. The right of access is not limited to the required retention period but shall last as long as the records are retained.

13. Modification

No waiver or modification of the terms of this Agreement, including, without limitation, this provision, shall be valid unless in writing and duly executed by the parties to be bound thereby.

14. Sanctions

The VCCS reserves the right to apply any lesser sanction not proscribed by law or seek any lawful remedy available to it as it may deem requisite to obtain proper performance under this Agreement, to carry out the requirements of the WIOA and federal and state regulations made pursuant thereto, and to maintain the integrity of programs funded through this Agreement. Unless an emergency exists, the VCCS shall not act to impose a sanction except upon reasonable notice and after the LWDAGR has opportunity for review in accordance with procedures mandated by the WIOA. A sanction imposed in an emergency shall be subject to subsequent review.

15. Intangible Property

Intangible property acquired under a federal award must comply with 2 CFR Chapter II, Part 200.315 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award- Subpart D- Post Federal Award Requirements and 2 CFR Part 2900.13 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

16. Intellectual Property

The Federal government reserves a paid-up, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: 1) the copyright in all products developed under the grant, including a grant or subcontract under the grant or subgrant and 2) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials)); Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. The grantee may not use federal funds to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.”

17. Inventions

The LWDA may retain the entire right, title, and interest to each invention subject to 35 U.S.C. § 203 that was created or developed under this Agreement with funds from this Agreement. With respect to any invention in which the LWDA retains title, the VCCS shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention.

18. Data Ownership

The VCCS and the USDOL shall have unlimited rights to any data first produced or delivered under this Agreement.

19. Public Announcements

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with WIOA funds, the LWDA and all its service providers receiving funds pursuant to this Agreement shall clearly identify:

- A. The percentage of the total costs of the program or project that will be financed with WIOA funds,
- B. The dollar amount of WIOA funds for the project or activity; and,
- C. The percentage and dollar amount of the total cost of the project or activity that will be financed by non-Federal sources.

20. Force Majeure

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, war, government regulation, disaster, civil unrest, fires, explosions, earthquakes, floods, or any other cause beyond its reasonable control.

SECTION IV - ASSURANCES AND CERTIFICATIONS

The LWDAGR shall abide by and shall ensure that all activities conducted pursuant to this Agreement comply with the following applicable federal, state, and local laws, regulations, and directives:

- A. Section 89 of the Internal Revenue Code.
- B. WIOA and attendant regulations. The LWDAGR further certifies that it has no commitments or obligations that are inconsistent with compliance with these and any other pertinent federal regulations and policies, and that any other agency, organization, or party which participates in the implementation of the programs funded pursuant to this Agreement shall have no such commitments or obligations.
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), all requirements imposed by the applicable USDOL regulations (29 CFR Part 32) and all guidelines and interpretations issued pursuant thereto.

- D. Titles VI, VII, and IX of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto. The LWDAGR shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin unless it is a bona fide occupational qualification reasonably necessary to the normal operation of the LWDA. The LWDAGR agrees to put in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
- E. Prohibitions on discrimination under Sec.188 of the WIOA.
- F. Virginia Public Procurement Act, §§ 2.2-4300 *et seq.* of the *Code of Virginia*.
- G. Virginia Freedom of Information Act, §§ 2.2-3700 *et seq.* of the *Code of Virginia*, except as otherwise required by federal or state law, consistent with federal confidentiality requirements and with the Government Data Collection and Dissemination Practices Act, §§ 2.2-3800 *et seq.* of the *Code of Virginia*.
- H. Occupational Safety and Health Standards for General Industry (29 CFR Part 1910) inclusive of the "Virginia Preface to OSHA Standards Book for General Industry".
- I. Relevant procedures, guidelines, and directives created by the Virginia Board of Workforce Development as provided in §§ 2.2-2472 *et seq.* of the *Code of Virginia*.
- J. Virginia Child Labor Laws, §§ 40.1-78 *et seq.* of the *Code of Virginia*.
- K. Virginia Workers' Compensation Act, §§ 65.2 *et seq.* of the *Code of Virginia*.
- L. The provisions of the following Acts, applicable regulations made pursuant to said Acts, and other listed directives are hereby incorporated by reference. All changes to said Acts, regulations, and directives are automatically incorporated into this Agreement.
 - i. Title I of the WIOA (P.L. 113-128);
 - ii. WIOA 20 CFR Parts 601, 651, 652 et al. Workforce Innovation and Opportunity Act; Notice of Proposed Rulemaking; Proposed Rules including subsequent revisions or amendments;
 - iii. Duly authorized waivers approved by the USDOL;

- iv. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-332);
- v. OMB 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule dated December 26, 2013;;
- vi. OMB 2 CFR Part 2900 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards dated December 19, 2014;
- vii. USDOL administrative regulations, at 41 CFR Part 29-70 (property management-private), 29 CFR Part 93-94 (lobbying restrictions and drug-free workplace), and 29 C.F. R. Part 96-98 (audits, uniform administrative requirements and debarment and suspension);
- viii. Nothing in the WIOA (including the amendments made by this Act) shall be construed to supersede the privacy protections afforded parents and students under section 444 of the General Education Provisions Act (20 U.S.C. 1232g);
- ix. Executive Order 13333- Human Trafficking (22 U.S.C. §7104 (g)) requires termination without penalty, if a subgrantee, contractor, or subcontractor engages in human trafficking;
- x. Executive Order 13513- Prohibition Against Text Messaging While Driving by Government Contractors, Subcontractors and Recipients Subrecipients;
- xi. Buy American Notice Requirements
None of the funds made available under Title I of the WIOA may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with (41 U.S.C. 8301-8303);
- xii. Federal Funding Accountability and Transparency Act of 2006 or Transparency Act—Public Law 109–282, as amended by section 6202(a) of Public Law 110–252 (31 U.S.C. 6101);
- xiii. Equal Employment Opportunity Directives;
- xiv. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) that provide for fair and equitable treatment of persons displaced or whose property is acquired for project purposes of Federal or federally

assisted programs, regardless of Federal participation in purchases;

- xv. Title IX of the Education Amendments of 1972 (P.L. 92-318), as amended, which prohibits discrimination on the basis of sex;
- xvi. The Age Discrimination Act of 1975, as amended;
- xvii. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and
- xviii. The Americans with Disabilities Act of 1990 (P.L. 101-336).

The LWDAGR also understands and agrees to immediately desist from and correct any violations noted.

2. Governing Law, Jurisdiction, and Venue

Commonwealth of Virginia Law shall govern, except where federal law is applicable. Jurisdiction shall be in the courts of the Commonwealth of Virginia, and venue shall be the Circuit Court of the City of Richmond.

3. Certifications

- A. The following certifications are incorporated by reference and are a part of this Agreement:
 - i. Certification Regarding Lobbying (29 CFR § 93);
 - ii. Drug-free Workplace Requirements Certification (29 CFR § 98); and;
 - iii. Nondiscrimination and Equal Opportunity Assurance (29 CFR § 37);
 - iv. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (29 CFR § 98);
- B. The LWDAGR and LWDA shall incorporate these certifications into any contracts developed to implement programs pursuant to this Agreement.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives:

Virginia Community College System

By:  _____ Date: 8-8-15

Title: Dr. Glenn DuBois, Chancellor

Fairfax County, Virginia (LWDAGR)

By:  _____ Date: 7/28/15

Title: Chairman BOS