

Workforce Innovation and Opportunity Act - Title 1

Regional and Local Plan

July 1, 2017 - June 30, 2021

Tri-Cities Region
Greater Nebraska Workforce Development Area

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Equal Opportunity Program/Employer TDD: 800-833-7352

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Executive Summary

- a. Provide an executive summary that includes items (1) through (4).
 1. An overview of this regional and local plan

Overview

The Workforce Innovation and Opportunity Act (WIOA) Title 1 requires each local workforce development board to develop and submit, in partnership with the chief elected officials board (CEOB), a comprehensive four-year plan to the Governor. The regional and local plan shall support the vision, goals and strategy described in the Combine State plan.

The WIOA four-year plan will be effective July 1, 2017 - June 30, 2021. This Local and Regional and Local Plan submitted by the Greater Nebraska Workforce Development Board (GNWDB) seeks to address current and future strategies and efficiencies that address the continuing modernization of the workforce system and creation of a customer-centered system: where the needs of business and workers drive workforce solutions; where One-Stop Career Centers provide excellent customer service to all jobseekers and businesses; and where the workforce system supports strong regional economies, as well as alignment with State priorities.

2. A description of the regional planning process undertaken to produce the regional plan, including a description of how all required and optional one-stop partners providing services in the region were afforded the opportunity to participate in the regional planning process, including WIOA Title 1B (Adult, Dislocated Worker, and Youth programs) providers from other local areas responsible for serving counties in the region

Regional Planning Process

The Greater Nebraska Workforce Development Board, sponsored by the Nebraska Department of Labor, facilitated a series of three planning sessions in Grand Island, Kearney, and Hastings with regional partners. The sessions focused on:

How Might We...

How Should We...

How Will We...

address workforce needs in the Tri-Cities Region. Small groups were formed at each meeting. Groups were tasked with producing a solution to specific workforce needs, such as business engagement or staff development. At the end of the sessions, strategic action areas were identified as:

Executive Summary

1. Staff Development (partners in the workforce system)
2. Initial Experience of Client
3. Business Services
4. Coordination and Sharing of Services
5. Data Sharing

The events were well attended. The following partners and programs were invited to participate in the planning sessions.

- Adult Basic Education/Central Community College
- Central Community College
- Buffalo County Economic Development
- Hastings Chamber
- Hastings Economic Development Corporation
- Grand Island Area Economic Development Corporation
- Grand Island Chamber
- Grand Island Public Schools
- Indian Center
- Job Corps
- Nebraska Commission for the Blind & Visually Impaired/ Nebraska Department of Education
- Nebraska Department of Correctional Services
- Nebraska Department of Economic Development
- Nebraska Department of Education
- Nebraska Department of Labor
- Proteus
- Supplemental Nutrition Assistance Program (SNAP)/ Nebraska Department of Health and Human Services
- SECEP
- Temporary Assistance for Needy Families (TANF)/ Nebraska Department of Health and Human Services
- Unemployment Insurance/ Nebraska Department of Labor
- United Way
- Nebraska VR/ Nebraska Department of Education
- Wagner-Peyser/ Nebraska Department of Labor

1. A description of the on-going processes that will keep the workforce system partners engaged

Continued Engagement

The region seeks to deliver coordinated, proactive, responsive and adaptable services for jobseekers and employers to maximize opportunities for earning, learning, and living. This will be accomplished by hosting quarterly meetings to evaluate workforce needs, shared training opportunities across agencies, cross training staff, and continued process improvement. Collective outcomes will be monitored and partner needs will be addressed to ensure continued engagement. The one-stop operator will be responsible for organizing these events.

2. Identification of regional workforce system partners, including:
 - A. Required one-stop partners;
 - B. Optional one-stop partners, if applicable; and
 - C. Other regional partners with whom the local board has implemented or plans to implement cooperative agreements, if applicable (see also Chapter 3, Sections (a)(1)(J) and (g))

Regional Workforce System Partners

Adult Education and Family Literacy Act (AEFLA) program

Vicki Bauer, State Director

Central Community College

Ronald Kluck, Director

Carl D. Perkins Career and Technical Education programs

Rich Katt, State Director

Indian Center, Inc. (Native American programs)

Clyde Tyndall, Executive Director

Nebraska Commission for the Blind and Visually Impaired

Pearl Van Zandt, Executive Director

Nebraska Department of Health & Human Services (Senior Community Service Employment Program)

Madhavi Bhadbhade, Program Coordinator

Nebraska Department of Labor – Employment & Training

Wagner-Peyser Act Employment Service program

Trade Adjustment Assistance programs

Executive Summary

Jobs for Veterans State Grants programs

Joan Modrell, Director

Nebraska Department of Labor – Unemployment Benefits

Evan Littrell, Administrator

Nebraska Vocational Rehabilitation Program

Mark Schulz, Deputy Commissioner/Director

Pine Ridge Job Corps

Tammy Calamari, Director

Proteus, Inc (Migrant and Seasonal Farmworker programs)

Susan Billups Rabick, Regional Director

Western Alternative Corrections, Inc (Ex-offender programs)

Angela LaBouchardiere, Executive Director

**Work, education, and training activities carried out by the
Temporary Assistance for Needy Families (TANF) program**

Doug Weinberg, Director, Children & Family Services

SNAP (Department of Health and Human Services)

Doug Weinberg, Director, Children & Family Services

Connect Grant (Nebraska Department of Labor – Employment & Training)

Joan Modrell, Director

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Economic and Workforce Analysis

Regional Component

- a. Provide analyses of regional labor market data that include an analysis of items (1) through (6).
 1. Economic conditions in the region, including existing and emerging in-demand industry sectors and occupations

Economic Conditions

The Tri-Cities Region is comprised of 16 counties in central Nebraska. Grand Island, Kearney, and Hastings form a group of three closely tied cities. With a population of 200,765 and 7,784 worksites, as noted in table 1, the Tri-Cities Region is an economic powerhouse.

Table 1: Labor Market Information - Tri-Cities Region

County	Population	No. of Worksites
Adams County	31,457	1,191
Clay County	6,315	295
Franklin County	3,076	132
Nuckolls County	4,369	213
Webster County	3,658	149
Buffalo County	48,224	1,902
Blaine County	504	24
Garfield County	2,003	119
Kearney County	6,644	235
Sherman County	3,074	114
Hall County	61,492	2,167
Greeley County	2,482	115
Hamilton County	9,135	379
Howard County	6,362	206
Merrick County	7,766	301
Valley County	4,204	242
Total	200,765	7,784

The top five industries, by employment, for the region are: Health Care and Social Assistance at 15,023, Manufacturing at 14,618, Retail Trade at 12,640, Education Services at 8,901, and Accommodation and Food Services at 8,069 as noted in table 2.

Table 2: Labor Market Information – Industry & Wages, October 2016

Industries in Tri-Cities	Individuals Employed in Tri-Cities	Average Weekly Wage in Grand Island Metro
Health Care and Social Assistance	15,023	\$744
Manufacturing	14,618	\$877
Retail Trade	12,640	\$490
Educational Services	8,901	\$721
Accommodation and Food Services	8,069	\$288
Public Administration	5,091	\$856
Construction	5,017	\$783
Wholesale Trade	4,919	\$985
Transportation and Warehousing	3,585	\$830
Administrative and Waste Services	3,093	\$523
Finance and Insurance	3,067	\$879
Other Services, Ex. Public Admin	3,038	\$492
Professional and Technical Services	2,330	\$1,020
Agriculture, Forestry, Fishing & Hunting	2,030	\$736
Management of Companies and Enterprises	1,313	\$1,033
Arts, Entertainment, and Recreation	1,140	\$346
Information	806	\$849
Real Estate and Rental and Leasing	669	\$629
Utilities	541	\$1,702
Mining, Quarrying, and Oil and Gas Extraction	45	\$744

Nebraska Department of Labor's (NDOL) labor market Information division collects data in the Tri-Cities Region in two groups: Grand Island Metropolitan Statistical Area (MSA) which includes Howard, Hall, Merrick, and Hamilton counties and the Central Region which includes Adams, Blaine, Buffalo, Clay, Custer, Franklin, Greenly, Harlan, Kearney, Nuckolls, Phelps, Sherman, Valley, and Webster counties. Harlan, Phelps, and Custer are not part of the Tri-Cities Region. Every effort has been made to collect data specific to the 16 county regional area however when not available data from the above groups will be used and noted.

2. Employment needs of employers in existing and emerging in-demand industry sectors and occupations

Existing & Emerging In-demand Industry Sectors

Table 3 details the Tri-Cities Regions top 6 industries in terms of 2024 projected H3 (High Wage, High Skill, High Demand) total employment growth. The industry with the most projected employment in 2024 is health care and social assistance with an anticipated 827 jobs. Other H3 industries, in terms of sheer numbers of projected job growth include: construction, manufacturing, transportation, education services, and wholesale trade.

Table 3: Labor Market Information – Long-term Industry Projections (Grand Island MSA & Central Region)

NAICS Title	H3 2014 Annual Employment	H3 2024 Projected Employment	H3 Projected Increase	H3 Projected Increase Percent
Construction	1,986	2,378	392	20%
Manufacturing	3,760	4,297	537	14%
Health Care and Social Assistance	6,868	7,695	827	12%
Transportation and Warehousing	1536	1707	171	11%
Educational Services	5,163	5,560	397	8%
Wholesale Trade	1,784	1,916	132	7%

3. Regional outlook for high wage, high skill, high demand (H3) occupations

High Wage, High Skill, High Demand (H3)

The Nebraska Departments of Labor and Education, in partnership with the Nebraska Department of Economic Development, have focused their respective efforts towards existing and emerging occupations that meet certain high wage, high skill and high demand criteria. Known as H3 occupations, these occupations are considered high wage when at least half of their wage measures are at or above the regional average for all occupations. Occupations that require either some college or a higher level of educational attainment are high skill; these include occupations that require a high school diploma or equivalent plus long-term on-the-job training, an apprenticeship, or an internship or residency. The number of annual openings, net change in employment, and growth rate determine whether an occupation is in high demand.

As shown in Table 4, the top H3 occupations in terms of the projected number of job growth includes heavy and tractor-trailer truck drivers; registered nurses; machinists; carpenters; welders, cutters, solders, & brazers; licensed practical and licensed vocational nurses; accountants and auditors; industrial machinery mechanics; general and operations managers; maintenance and repair workers, general; elementary school teachers, except special education; and secondary school teachers, except special and career/technical education.

These occupations are projected to experience growth ranging from 8.05% to 26.32%. Subsequently, these professions offer an attractive wage and provide jobseekers with a range of rewarding career options within the region.

Table 4: Long-term Occupational Projections, 2014-2024 with High Wage, Skill, and Demand (H3) Indicators - Central Region & Grand Island MSA

SOC Title	2014 Estimated Employment	2024 Projected Employment	Growth Openings	Percent Change
Heavy and Tractor-Trailer Truck Drivers	2,341	2,576	235	10.04%
Registered Nurses	2,604	2,834	230	8.83%
Machinists	1088	1,291	203	18.66%
Carpenters	1080	1243	163	15.09%
Welders, Cutters, Solderers, and Brazers	789	922	133	16.86%
Licensed Practical and Licensed Vocational Nurses	923	1050	127	13.76%
Accountants and Auditors	820	940	120	14.63%
Industrial Machinery Mechanics	456	576	120	26.32%
General and Operations Managers	1190	1297	107	8.99%
Maintenance and Repair Workers, General	537	609	72	13.41%
Elementary School Teachers, Except Special Education	728	788	60	8.24%
Secondary School Teachers, Except Special and Career/Technical Education	596	644	48	8.05%

4. Knowledge and skills necessary to meet the employment needs of the employers in the region, including employment needs in in-demand industry sectors and occupations that meet the H3 criteria

Necessary Skills & Knowledge

To meet the long-term occupational demands identified in Table 4: Long-term Occupational Projections, 2014-2024 with High Wage, Skill, and Demand (H3) Indicators - Central Region & Grand Island MSA, employees will need the following skills and knowledge.

Top skills across job titles in table 5 include monitoring, reading comprehension, and/or critical thinking.

Table 5: Labor Market Information - Top 5 Skills for Top H3 Occupations (Central Region & Grand Island MSA)

SOC Title	Highest Ranked Skill	2nd	3rd	4th	5th
Heavy and Tractor-Trailer Truck Drivers	Operation and Control	Operation Monitoring	Time Management	Reading Comprehension	Monitoring

SOC Title	Highest Ranked Skill	2nd	3rd	4th	5th
Registered Nurses	Social Perceptiveness	Active Listening	Reading Comprehension	Monitoring	Critical Thinking
Machinists	Operation Monitoring	Operation and Control	Monitoring	Critical Thinking	Reading Comprehension
Carpenters	Coordination	Critical Thinking	Monitoring	Reading Comprehension	Judgment and Decision Making
Welders, Cutters, Solderers, and Brazers	Monitoring	Critical Thinking	Operation and Control	Reading Comprehension	Quality Control Analysis
Licensed Practical and Licensed Vocational Nurses	Service Orientation	Social Perceptiveness	Speaking	Critical Thinking	Coordination
Accountants and Auditors	Reading Comprehension	Active Listening	Critical Thinking	Speaking	Writing
Industrial Machinery Mechanics	Repairing	Equipment Maintenance	Operation Monitoring	Troubleshooting	Quality Control Analysis
General and Operations Managers	Active Listening	Social Perceptiveness	Speaking	Monitoring	Coordination
Maintenance and Repair Workers, General	Repairing	Equipment Maintenance	Troubleshooting	Equipment Selection	Operation and Control
Elementary School Teachers, Except Special Education	Learning Strategies	Monitoring	Speaking	Social Perceptiveness	Active Listening
Secondary School Teachers, Except Special and Career/Technical Education	Learning Strategies	Speaking	Instructing	Active Listening	Reading Comprehension

Top knowledge areas across job titles in table 6 include mathematics, English language, and/or customer and personal service.

Table 6: Top 5 Knowledge Areas for Top H3 Occupations (Central Region & Grand Island MSA)

SOC Title	Highest Ranked Skill	2nd	3rd	4th	5th
Heavy and Tractor-Trailer Truck Drivers	Transportation	Customer and Personal Service	Public Safety and Security	English Language	Mechanical
Registered Nurses	Therapy and Counseling	Psychology	Education and Training	Customer and Personal Service	Medicine and Dentistry
Machinists	Mechanical	Mathematics	Production and Processing	English Language	Design
Carpenters	Building and Construction	Mathematics	Mechanical	Design	English Language
Welders, Cutters, Solderers, and Brazers	Design	Mechanical	Production and Processing	Mathematics	Engineering and Technology
Licensed Practical and Licensed Vocational Nurses	Customer and Personal Service	Psychology	Medicine and Dentistry	English Language	Therapy and Counseling
Accountants and Auditors	Economics and Accounting	English Language	Mathematics	Clerical	Administration and Management
Industrial Machinery Mechanics	Mechanical	Engineering and Technology	Production and Processing	Design	Mathematics
General and Operations Managers	Administration and Management	Customer and Personal Service	Personnel and Human Resources	Mathematics	Production and Processing
Maintenance and Repair Workers, General	Mechanical	Building and Construction	Customer and Personal Service	Public Safety and Security	English Language
Elementary School Teachers, Except Special Education	Education and Training	English Language	Psychology	Mathematics	Geography

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SOC Title	Highest Ranked Skill	2nd	3rd	4th	5th
Secondary School Teachers, Except Special and Career/ Technical Education	Education and Training	English Language	Psychology	Computers and Electronics	Mathematics

5. Workforce in the region, including:
 - A. Current labor force employment and unemployment data;
 - B. Information on labor market trends; and
 - C. Educational and skill levels of the workforce, including individuals with barriers to employment

Workforce in Region

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Labor Force & Unemployment

The Tri-Cities Region has a low unemployment rate of 3.2% and labor force of 105,553.

Table 7: Labor Market Information – Tri-Cities Labor Force, December 2016

Category	Statistic
Labor Force	105,553
Employed	102,136
Unemployed	3,417
Unemployment Rate	3.24%

12% of the population lives in poverty.

Table 8: US Census Bureau – 2015 Poverty Rate

Region	Poverty Percent, All Ages	Estimated Total Population
Tri-Cities	23,695 (12.2%)	194,953

Labor Market Trends

Labor market trends are identified in Existing & Emerging In-demand Industries.

Education

Many job requirements can be accomplished via short-term training programs and/or on-the-job training as noted in table 9.

Table 9: Typical Education, Work Experience, and Job Training Requirements for Top H3 Occupations (Central Region & Grand Island MSA)

SOC Title	Education	Work Experience	Job Training
Heavy and Tractor-Trailer Truck Drivers	Postsecondary non-degree award	None	Short-term on-the-job training
Registered Nurses	Bachelor’s degree	None	None
Machinists	High school diploma or equivalent	None	Long-term on-the-job training
Carpenters	High school diploma or equivalent	None	Apprenticeship
Welders, Cutters, Solderers, and Brazers	Postsecondary non-degree award	None	Moderate-term on-the-job training
Licensed Practical and Licensed Vocational Nurses	Postsecondary non-degree award	None	None
Accountants and Auditors	Bachelor’s degree	None	None
Industrial Machinery Mechanics	High school diploma or equivalent	None	Long-term on-the-job training
General and Operations Managers	Bachelor’s degree	5 years or more	None
Maintenance and Repair Workers, General	High school diploma or equivalent	None	Long-term on-the-job training
Elementary School Teachers, Except Special Education	Bachelor’s degree	None	Internship/residency
Secondary School Teachers, Except Special and Career/Technical Education	Bachelor’s degree	None	Internship/residency

- 6. Workforce development activities in the region, including:**
 - A. Education and training activities in the region;**
 - B. Strengths and weaknesses of workforce development activities in the region; and**
 - C. Regional capacity to provide the workforce development activities to address the education and skill needs of the workforce, including the needs of:**
 - i. Individuals with barriers to employment; and**
 - ii. Employers**

Workforce Development

Education & Training

The region is well positioned to supply education and training to fill workforce needs. Central Community College (CCC) has an extensive selection of career technical education programs on Nebraska's Eligible Training Provider list. Adult Basic Education and English Language Learner classes are available from CCC. Career Pathways Institute is accessible to help high school students transition to in-demand careers. The Nebraska Safety Center at the University of Nebraska-Kearney and Central States Safety & Driver Training provide professional truck driving training. The Grand Island American Job Center has strong relationships with local employers, particularly those in the manufacturing sector. These relationships have and will continue to meet employer needs by providing on-the-job training and direct placement opportunities for job seekers.

Strengths and Weaknesses

Because no single agency has the resources or expertise to address the wide array of workforce needs, effective public and private sector partnerships are essential. For that reason, the region will work to align partner programs more closely to address:

- The high number of underemployed workers who must hold two or more jobs in order to earn a living wage;
- Individuals with barriers or disadvantaged workers such as low-income individuals, individuals with disabilities, ex-offenders, homeless individuals, youth who have aged out of the foster care system, English Language Learners, individuals with low levels of literacy, single parents, farmworkers, those within two years of exhausting lifetime TANF eligibility, and the long term unemployed
- The need for a pipeline of workers with the technical skills and work readiness skills desired by employers, particularly related to Nebraska's high demand, high skill, high wage occupations

The region has demonstrated a desire to better coordinate services and leverage resources better. An example is the Supplemental Nutrition Assistance Program (SNAP) partnership in which participants are co-enrolled in WIOA and SNAP.

Regional Capacity

The regional area has the capacity to meet the needs of employers and provide opportunities for job seekers, especially those with barriers to employment.

Vision, Goals, and Strategies

Regional Component

- b. Provide a description of the regional vision, goals, and strategies to support regional economic growth and economic self-sufficiency, which must include goals and strategies that address items (1) through (3).

The regional plan shall support the vision, goals and strategy described in the Combined State Plan. Strategies are specific to the Tri-Cities Regional Plan (Area 5).

Vision

The Tri-Cities Region will deliver local **coordinated, proactive, responsive and adaptable services** for jobseekers and employers to maximize **opportunities for earning, learning, and living**.

Primary to this vision are three guiding principles:

Coordinated:

The strategies are **coordinated** - with partners working collaboratively, sharing information, and aligning policies across programs to ensure efficiency and enhanced access.

- Common intake procedures
- Aligning terminology
- Integrating technology
- Targeted outreach
- Enhancing access to available services
- Improving data sharing and analysis
- Sharing knowledge to facilitate referrals
- Increasing co-enrollment of partner-program participants

Proactive:

The strategies are **proactive** - anticipating future problems, needs, and changes.

- Coordinating policy development
- Cultivating public sector partnerships
- Developing and implementing sector strategies
- Promoting and targeting high wage, high skill, and high demand jobs
- Developing career pathways
- Aligning education, credentialing, and placement

Responsive and Adaptable:

The strategies are **responsive and adaptable** - continuously improving to meet the changing needs of jobseekers and employers.

- Coordinating funding streams
- Assessing systems collaboratively to ensure continuous improvement
- Coordinating with other local and regional areas
- Targeting distribution of available funding streams
- Targeting acquisition of new funding streams and other resources
- Working closely with Nebraska Workforce Development Board
- Promoting career readiness
- Implementing continuous improvement of workforce development strategies
- Working toward continued development and dissemination of online resources

Goals & Strategies

In support of Nebraska's vision for a **coordinated, proactive, responsive and adaptable** approach to workforce development, the Regional Plan identifies four goals to prepare an educated and skilled workforce that meets the needs of employers. These four goals articulate a coordinated approach and seek to establish an economic climate that serves employers, workers and those communities where these stakeholders operate and work.

Goal 1.

The Tri-Cities Region will enhance coordination between plan partners and other key stakeholders at all stages of the workforce development spectrum to ensure jobseekers and businesses are provided highly coordinated and seamless services, reducing duplication of effort, better understanding the needs of employers and workers, and maximizing the resources available to the State's workforce partners.

Strategy 1.1. Development of common intake procedures. The local area will work closely with the State and plan partners to explore, develop, test and refine common intake procedures that integrate the intake process across plan partner programs. The local area will work with plan partners to leverage common processes and eliminate unnecessary steps or actions. The effort to establish a common intake will increase coordination between the plan partners with the goal of better meeting the workforce needs of common customers. This effort will help to identify what information is currently being collected and what should be shared to improve the delivery of services. Privacy laws will be regularly analyzed and observed throughout this process to ensure the protection of program participants in compliance with Federal laws.

Strategy 1.2. Development and alignment of terminology across programs. The establishment of common terminology across programs is not only essential to a common intake, but it is also necessary to foster greater coordination among the partner programs at all stages of the service-delivery spectrum. The local area will continue to work with the State and local partners to achieve this goal.

Strategy 1.3. Coordination of resources. To successfully serve workforce customers, the local area must strategically align and utilize all of its resources in order to effectively reach all customers with appropriate levels of service and support. Development of a shared employment plan will incorporate coordination of resources on an individual level. A significant portion of this strategy will take place throughout the Memorandum of Understanding process.

Strategy 1.4. Technological integration. The alignment of data systems will be necessary to foster data sharing in order to provide the real-time data necessary to initiate appropriate services, assess service delivery, complete WIOA common reporting requirements, and the complete subsequent program refinements necessary for continuous project improvement.

Strategy 1.5. Development of policies around common subject matter in order to define protocol and provide guidance across plan partner programs. Given the enhanced level of coordination to occur, policies will be developed that specify clear courses of actions, set clear expectations, guide decision-making and support outcomes. Policy coordination will occur among partners and other local areas.

Strategy 1.6. Collaborative assessment of systems to ensure continuous improvement. As part of a coordinated approach to workforce development, the plan partners will meet regularly for planning purposes, information sharing, resource coordination and continuous workforce system improvement. Leveraging what each partner brings to the system will be key in promoting continuous improvement. Using data generated by the plan partners' individual data systems, the partners will assess progress, identify trends and gaps (negative or positive), and determine what, if any, additional strategies are necessary.

Strategy 1.7. Coordination with other local area and regional partners in order to further strengthen workforce system alignment and coordination across the State. This will include coordination with the American Job Centers, eligible training providers and workforce programs to enhance service to employers and jobseekers, especially those who face barriers to employment, individuals with low literacy and individuals with disabilities.

Goal 2.

Greater Nebraska will increase workforce participation by expanding access, support and service to assessment, education, training, employment services and other forms of assistance that prepare Veterans, low-income individuals, English Language Learners, single parents, farmworkers, in-school and out-of-school youth, the unemployed and other disadvantaged populations for rewarding careers within the state.

Strategy 2.1. Sector strategies will be developed and implemented. The local area is working to develop a replicable framework for supporting the implementation of industry sector strategies within the region. Strategies will focus on manufacturing, health care, and information technology, industries that are essential to the economic vitality of the region's communities, support and strengthen businesses within the region, and offer employment opportunities to residents (with priority on Veterans, low-income individuals, English Language Learners, single parents, farmworkers, in-school and out-of-school youth, the unemployed and other disadvantaged populations).

Strategy 2.2. Promotion of “H3” jobs. The local area, including the Tri-Cities Region, will use the H3 website (**H3.ne.gov**) to provide information to students, unemployed and underemployed individuals, and new workers on high-wage, high-skill and high-demand (H3) jobs in Nebraska.

Strategy 2.3. Development of Career Pathways. Nebraska’s Career Education Model organizes careers into six career fields covering 16 career clusters. This model, which is driven by Nebraska Department of Education, Career Technical Education (CTE), provides a framework and associated resources for students, educators, parents, adults, employers and workforce development agencies to support career development. Ongoing development and integration of this tool across the plan partners’ programs will occur to help ensure Nebraska’s future workforce possesses the skills, training and knowledge sought by employers.

Strategy 2.4. Fostered alignment of education, credentialing and placement. Nebraska’s plan to increase workforce participation involves multiple strategies, including sector strategies and career pathways. Alignment of these resources with other resources that support workforce entry will be addressed through active collaboration. This specifically includes new and emerging workforce needs, such as those presented by rapidly growing industries, regional demand, population dynamics and other factors. Coordination will include ongoing identification of workforce needs and opportunities, alignment of education and training options (and resources that promote their accessibility), and the defining of workforce requirements.

Strategy 2.5. Working closely with the State and other WIOA-designated regions to assess and refine the delivery of services in order to establish a service delivery model that is: responsive to the needs of jobseekers and employers; accessible, given the unique challenges faced by residents within the area; capable of fully leveraging the resources available at the local, state, and federal levels; and coordinating with other public and private workforce entities to maximize impact.

Goal 3.

Greater Nebraska will enhance employer engagement between secondary and post-secondary education institutions and training programs to better meet employers’ workforce needs through industry-driven strategies. These strategies will incorporate the proactive use of available workforce and industry data to help determine future industry needs, potential workforce disruptions, and to ensure the availability of a skilled workforce to drive growth within the state’s high-wage, high-skill and high-demand industries and occupations.

Strategy 3.1. Develop industry sector strategies for employers to collaborate with system partners. The local and regional plan needs to ensure that the limited resources available for education, training and career development are closely aligned with the industry sectors that are essential to the state’s existing and emerging occupations. Partners in Nebraska’s workforce system must enhance their ability to engage meaningfully with employers within the industry sectors by ensuring there are effective forums for employers to collaborate with each other and to work with the workforce system’s partners. The local area will forge private sector partnerships with employers through state and local human resources associations and industry-specific associations and groups.

Strategy 3.2. Target high skill, high wage, and high demand jobs using labor market intelligence. Using timely labor market information, employment projections, and information gathered directly from employers to devise strategies that ensure Nebraska businesses have the talent needed to thrive in a global economy. This may include new and customized training options, industry specific assessments, work-based learning opportunities, collaboration with state and local economic development agencies to implement industry sector strategies, and other initiatives that respond to the needs presented in the data and expressed directly by employers.

Strategy 3.3. Promoting career readiness. Skills gaps will be identified on an ongoing basis during the execution of this four-year plan using the Nebraska Career Readiness Standards established by the Nebraska Department of Education, with extensive input from businesses and industries. Addressing these skills gaps will entail identification of the specific skill sets required, inventory of available education and training to address the skill gap; promotion of the required skill sets (cross-referenced to the industries and fields where they are desired) through the H3 website and Nebraska's Career Education Model; and, if necessary, rapid development and deployment of training options that address the skills needed.

Strategy 3.4. Continuous improvement in workforce development strategies in order to better meet the needs of employers in the Tri-Cities Region. A variety of data, including performance metrics data, H-1B Visa data, and employer surveys will be analyzed to assess the overall effectiveness of the region's workforce system in meeting the workforce needs of local employers. This process will be initiated to foster continuous improvement.

Strategy 3.5. Expansion of work-based learning opportunities. The plan partners will promote apprenticeships, internships and other work-based learning opportunities as an essential component of a comprehensive approach to workforce development in the local area. Work-based learning offers potential workers with the opportunity to immerse themselves within a potential career field while also providing invaluable education and training in a particular field.

Strategy 3.6. Targeted outreach to disadvantaged populations such as low-income individuals; individuals with disabilities; ex-offenders; homeless individuals; youth who have aged out of the foster care system; English Language Learners; basic-skills deficient individuals and individuals with low levels of literacy; single parents; farmworkers; those within two years of exhausting lifetime TANF eligibility; and the long-term unemployed. Strategies will be designed to provide employers with an expanded labor pool of talented workers and to provide appropriate education, training and support to those populations that would most benefit from employment in Nebraska's high wage, high skill, high demand industries.

Strategy 3.7. Plan for the impacts of disruptive technology and innovation. In an evolving economy driven by innovation and technology, planning for potential workforce changes and disruptions will continue to play a key role in meeting the needs of the region's employers. Education, economic development and the workforce system partners need to proactively promote opportunities and take advantage of these disruptions. The plan partners will strategically utilize available technology, analytics, and labor market information to proactively plan for future workforce, industry, and educational needs within the region.

Strategy 3.8. Increase school careers and workforce professionals' knowledge and exposure to the job opportunities specific to the region and of Nebraska. Continue to infuse Nebraska's job opportunities in

high school and post-secondary career education classrooms and activities. This will include participation in the reVision planning process sponsored by Career Technical Education, collaborating with local schools and post-secondary education to develop enhanced career awareness specific to Nebraska's employers and job opportunities.

Goal 4.

Greater Nebraska will promote self-sufficiency among Nebraska's disadvantaged populations by eliminating barriers to employment and providing coordinated services that lead to family-sustaining employment.

Strategy 4.1. Enhanced access to available services. Work collaboratively with regional partners and other state programs throughout the region to strategically serve the needs of low-income individuals and other populations facing barriers to employment within the state. This strategy will include continued development of online resources and identification and dissemination of best practices.

Strategy 4.2. Continued development and dissemination of online resources. The local area will promote online access and the distribution of essential workforce-related information to individuals facing barriers to employment. This will include the development of online information and training of American Job Center staff and other partners within communities throughout the region and local area to utilize the information available online. Access to this information will be a priority. As appropriate, resources will be available in English, Spanish and other languages, and will be accessible to the visually impaired. Cognizant of the technology barriers facing the disadvantaged populations to be served by this plan, information will also be made available in print format.

Strategy 4.4. Enhanced data sharing and analysis among plan partners. The local area will utilize a variety of data to understand more clearly the specific challenges facing low-income individuals and other disadvantaged populations within Nebraska's workforce system. This data will be reviewed regularly in order to develop interventions of appropriate nature and scope, to assess these interventions for effectiveness in supporting the targeted populations, and to implement a continuous improvement approach.

Strategy 4.5. Promote knowledge transfers across partner programs to help facilitate referrals. This will include training of plan partner staff on services across programs administered by workforce system partners. Further supporting this strategy will be the development of cross-training materials that can be used by plan partners during orientation of new hires and the development of a protocol for referrals between plan partners.

- 1. Preparing an educated and skilled workforce, including youth and individuals with barriers to employment**

Educated & Skilled Workforce

Regional goals fosters alignment of education, credentialing, and job placement (2.4), promotes career readiness (3.3), targets outreach to disadvantaged populations (3.6), and increases school career and workforce professionals' knowledge and exposure to the job opportunities (3.8).

2. Achieving performance accountability measures for WIOA Title IB (Adult, Dislocated Worker, and Youth) programs, based on the performance indicators described in WIOA Sec. 116(b)(2)(A)

Performance Accountability

The Tri-Cities Region will work to archive the negotiated performance goals set for the Greater Nebraska Workforce Development Area. The goals for program years 2016 and 2017 are detailed in the table below:

Workforce Development Activities (Title 1 of WIOA) – GNWDB

Adult	PY 2016	PY 2017
Employment Q2 after exit	78.0%	78.0%
Employment Q4 after exit	79.0%	79.0%
Median earnings Q2 after exit	\$5,500.00	\$5,500.00
Credential Attainment Rate	56.0%	56.0%
Dislocated Worker	PY 2016	PY 2017
Employment Q2 after exit	87.0%	87.0%
Employment Q4 after exit	88.0%	88.0%
Median earnings Q2 after exit	\$7,200.00	\$7,200.00
Credential Attainment Rate	60.0%	60.0%
Youth	PY 2016	PY 2017
Employment Q2 after exit	78.0%	78.0%
Employment Q4 after exit	77.0%	77.0%
Median earnings Q2 after exit	NA	NA
Credential Attainment Rate	68.0%	68.0%

The strategies and goals outlined in this plan support performance accountability. A few examples include continuous improvement (1.6), coordination with partners (1.7), sector strategies (2.1), promoting H3 jobs (2.2), and targeted outreach to disadvantaged populations.

3. Alignment with the goals and strategies outlined in the Combined State Plan for Nebraska’s Workforce System (July 1, 2016 – June 30, 2020)

Alignment with Combined State Plan

These goals directly align & expand upon the goals and strategies outlined in the Combine State Plan.

Chapter 3

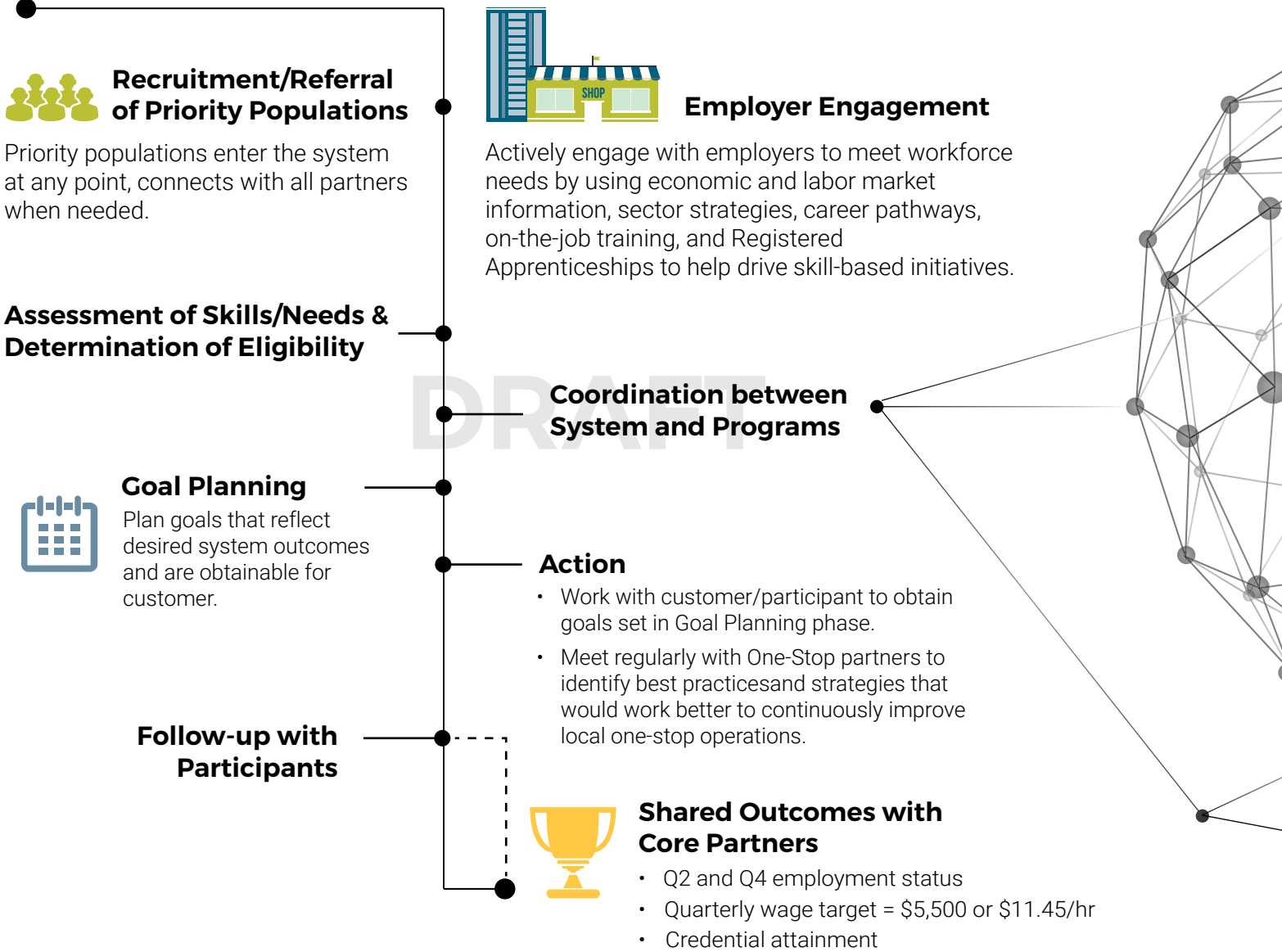
Workforce System: Integration of Strategies and Services Regional Component

- a. Describe the local board's plan for integration of strategies and services that will be delivered at the American Job Center sites and through technology, including items (1) through (7).
 1. establishment of regional service strategies which must include:
 - A. Integration of and access to the entire set of services available in the local one-stop delivery system;
 - B. Enhancing the provision of services to individuals with disabilities, Veterans, youth, and other priority population groups;
 - C. Cross-training of staff, technical assistance, use and sharing of information, cooperative efforts with employers;
 - D. Other efforts at cooperation, collaboration, and coordination;
 - E. Existing service delivery strategies that will be expanded, streamlined, or eliminated;
 - F. New service strategies necessary to address regional education and training needs;
 - G. Strategies to address geographic advantages and disadvantages;
 - H. Strategies to connect the unemployed with work-based learning opportunities;
 - I. Strategies to integrate existing regional planning efforts among core partners and one-stop partners; and
 - J. If applicable (see also Chapter 3, Section (g)), cooperative agreements between local area entities and the local office of the:
 - i. Nebraska Vocational Rehabilitation Program; and
 - ii. Nebraska Commission for the Blind and Visually Impaired

Greater Nebraska Workforce

Opportunities for earning, learning, and living.

Process

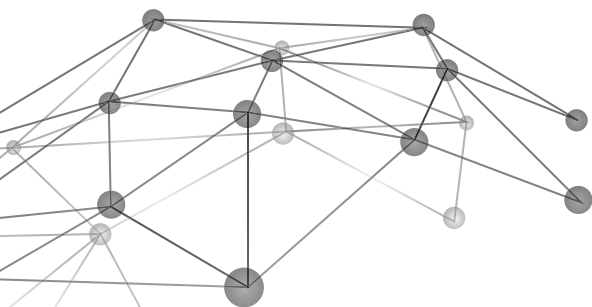


One-Stop Delivery System Programs/Entry Points

Adult Education and Family Literacy Act (AEFLA)
Adult, Dislocated Worker, and Youth
Career and technical education at the postsecondary level
Department of Housing and Urban Development
Community Services Block Grant
Ex-offender
Job Corps

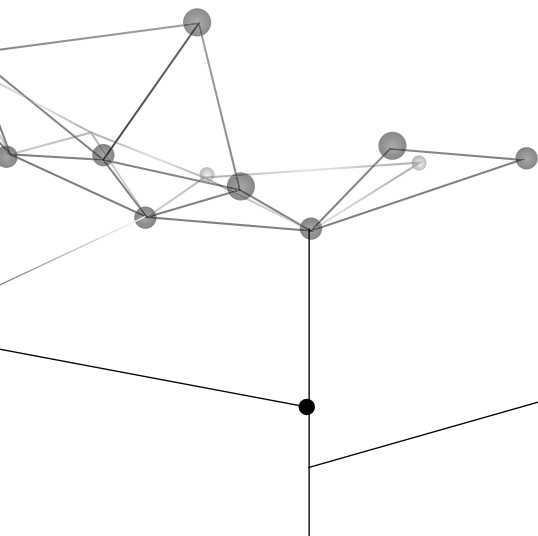
Jobs for Veterans State Grants
Migrant and Seasonal Farmworker
Native American
Nebraska's Unemployment Compensation law
Senior Community Service Employment
Trade Adjustment Assistance
Nebraska Vocational Rehabilitation

System



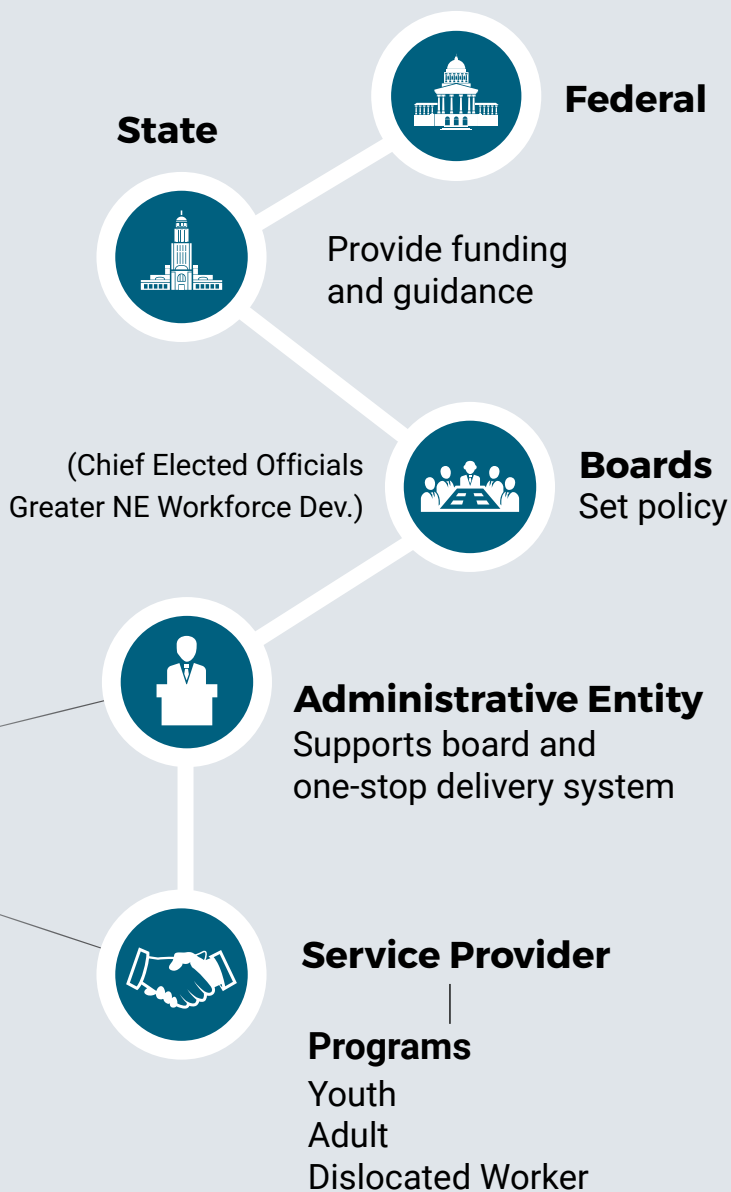
One-Stop Delivery System

System operator reports to boards



DRAFT

Structure



WIOA Title 1 Services

Career

Skills assessment, job search and placement assistance, and more.

Training

Referrals to training programs and services

Supportive

Address barriers to employment

Follow-up

Provided to eligible participants placed in unsubsidized employment, for up to 12 months after the first day of employment

GED/Education

Nebraska Commission for the Blind and Visually Impaired

Wagner-Peyser Act Employment Service

Workforce Innovation and Opportunity Act (WIOA) Title 1 Services

Temporary Assistance for Needy Families (TANF)

YouthBuild

Regional Strategies

Integration of Services

The creation of a common intake will allow universal accesses and link individuals to the entire workforce system.

Target Populations

Actively reach out to individual with disabilities, Veterans, youth, English language learners, and other target population to make them aware of services. Working with partner program to co-enroll participants and leverage resources.

Cross-Training of Staff

The regional partners will host quarterly meeting to address workforce system performance, problem-solve, and cross-train staff. Shared training opportunities will be made available to partners whenever possible.

Cooperation, Collaboration, & Coordination

Regional partners work to create shared employment plans, mutual skill assessments, and leverage resources. Integration of services in AJC, such as VR and Wagner-Peyer business service staff and job seeker staff coordinating services collectively.

Existing Service Deliver Strategies

Streamlining the referral process. Expanding SNAP pilot to entire region (currently only offered in Grand Island AJC). Expand work-based learning by creating more partnership with local employers.

- 2. Development and implementation of sector initiatives for in-demand industry sectors or occupations for the planning region, which must include consideration of:**
 - A.** Current in-demand industry sectors and occupations within the region;
 - B.** The status of regional collaboration in support of the sector initiatives;
 - C.** Current sector based partnerships within the region;
 - D.** Which sectors are regional priorities, based upon data-driven analysis;
 - E.** The extent of business involvement in current initiatives; and
 - F.** Other public-private partnerships in the region that could support sector strategies

Sector Initiatives

In-demand Industry Sectors

The current in-demand industry sectors are outlined in Table 9, additional information about specific occupations within the region can be found under: High Wage, High Skill, High Demand (H3).

Table 9: Labor Market Information – Long-term Industry Projections (Grand Island MSA & Central Region)

NAICS Title	H3 2014 Annual Employment	H3 2024 Projected Employment	H3 Projected Increase	H3 Projected Increase Percent
Construction	1,986	2,378	392	20%
Manufacturing	3,760	4,297	537	14%
Health Care and Social Assistance	6,868	7,695	827	12%
Transportation and Warehousing	1536	1707	171	11%
Educational Services	5,163	5,560	397	8%
Wholesale Trade	1,784	1,916	132	7%

Status of Regional Collaboration

On September 13, 2016 the board hosted an initial conference on sector strategies. Attendees included board members, Central Community College, Nebraska Department of Economic Department, and Nebraska Department of Labor (WIOA & W/P). The conference focused on identifying industry skill needs, designing education and training programs, and building a skilled worker pipeline. The conference emphasized the importance that a true sector strategy must be led by a group of regional employers. The meeting identified the following next steps:

- Identify representatives of industry that may champion strategies.
- Build partnerships with local and regional stakeholders, community colleges, workforce system partners, and economic development.
- Focus on addressing workforce and other challenges facing employers within region.
- Use labor market information to identify regional skill needs and job demand.
- Serve the full talent pipeline – youth and adults, unemployed and incumbent workers, helping individuals prepare for and advance within specific industries

Current Sector Based Partnerships

There are currently no sector based partnerships in the region.

Priority Sectors

The board has identified health care, manufacturing, and transportation & warehousing as priority sectors. This decision is based on empirical data collected from NDOL's Office of Labor Market Information, outlined in table 9. The board will seek to promote sector strategies in these areas within the Tri-Cities Region.

Business Involvement in Current Sector Initiatives

Sector initiatives have not been established at this time.

Other public-private partnerships

There are currently no public-private partnerships.

3. Establishment of administrative cost arrangements, including the pooling of funds for administrative costs for the region, as appropriate, which must include consideration of:
 - A. Current or proposed resource leveraging agreements; and
 - B. Establishing a process to evaluate cost sharing arrangements

Administrative Cost Arrangements

Cost arrangements will be established with the other local areas in an MOU at a later date.

4. Coordination of transportation and other supportive services within the region, as appropriate, which must include consideration of:
 - A. Whether the provision of transportation or other supportive services could be enhanced, and if so, how;
 - B. What organizations currently provide or could provide supportive services; and
 - C. Establishing a process to promote coordination of supportive services delivery

Transportation & Supportive Services

The vast geographic area of the local area and the lack of public transit in rural areas complicates the ability to meet the needs of employers and jobseekers. Where possible the GNWDA provides bus passes and mileage reimbursement to eligible participants to attempt to mitigate this primary barrier. Used for access to training programs as well as employment opportunities, this is a supportive service that addresses the need, however the limited availability of public transportation can still create a barrier. Other supportive services such as providing work gear, uniforms, health screenings (physicals, vaccinations) and child care are prioritized on an individual participant need basis. Other supportive services less often engaged include license fees reimbursements.

Needs-related payments (NRPs) provide direct financial assistance to participants while supportive services are payments made directly to vendors or reimbursements to participants. GNWDA does not make (NRPs).

For a full list of supportive services provided in the local area see Attachment 19 - Policy 21. "**Supportive Service Policy**".

5. Coordination of services with regional economic development services and providers, which must include consideration of:
 - A. Current economic development organizations engaged in regional planning;
 - B. Education and training providers involved with economic development;
 - C. Current businesses involved with economic development organizations; and
 - D. Targeted businesses from emerging sectors/industries

Coordination of Services

Regional Economic Development

The following economic development organizations have taken part in this regional plan:

- Buffalo County Economic Development
- Grand Island Chamber of Commerce
- Hasting Economic Development Corporation
- Nebraska Department of Economic Development

Education & Training Providers

Central Community College (CCC) partners with economic development and the chambers on almost every worker training grant in the Tri-Cities Region. An example of collaboration is the development of a customized welding program between CCC and the Grand Island Area Economic Development Cooperation (GIEDC) to meet a shortfall in the available skilled workforce.

Businesses & Economic Development

Businesses, including target sectors, such as Case New Holland Industrial and Chief Agri have partnered with the GIEDC on past projects.

6. Establishment of an agreement between the lead local area and WIOA Title 1B (Adult, Dislocated Worker, and Youth programs) providers from other local areas responsible for serving counties in the region concerning how the planning region will collectively negotiate and reach agreement with NDOL on regional levels of performance for, and report on, the performance accountability measures for the planning region

Note: NDOL has not established regional levels of performance for Program Years 2017 and 2018 (July 1, 2017 – June 30, 2019); however, NDOL reserves the right to establish regional performance levels starting with Program Year 2019

Lead Local Area Agreements

Greater Nebraska will work in complete collaboration with Greater Omaha and Greater Lincoln to collectively negotiate and reach a performance agreement with NDOL.

7. Collaboration with the WIOA Title IB (Adult, Dislocated Worker, and Youth programs) providers for counties in the planning region that are not part of the lead local board's local area and with other required one-stop partners providing services in the region.

N/A

- b. If a planning region includes more than one (1) area of economic concentration, the lead local board:
 1. Must prepare a regional plan for at least one (1) area of economic concentration;
 2. Must prepare a regional plan for each of the remaining areas of economic concentration in the planning region, which will be incorporated into the regional and local plan at the end of the first 2-year period of the plan through the plan modification process;
 3. Must include the regional and local plan a timeline for preparation of the regional plans for the remaining areas of economic concentration; and
 4. Is not required to prepare a regional plan that involves any area of economic concentration having a population of 15,000 or less; however, the lead local board is encouraged to prepare a regional plan for these areas of economic concentration if the local one-stop centers and economic development partners deem it valuable to establish a regional plan for the area;

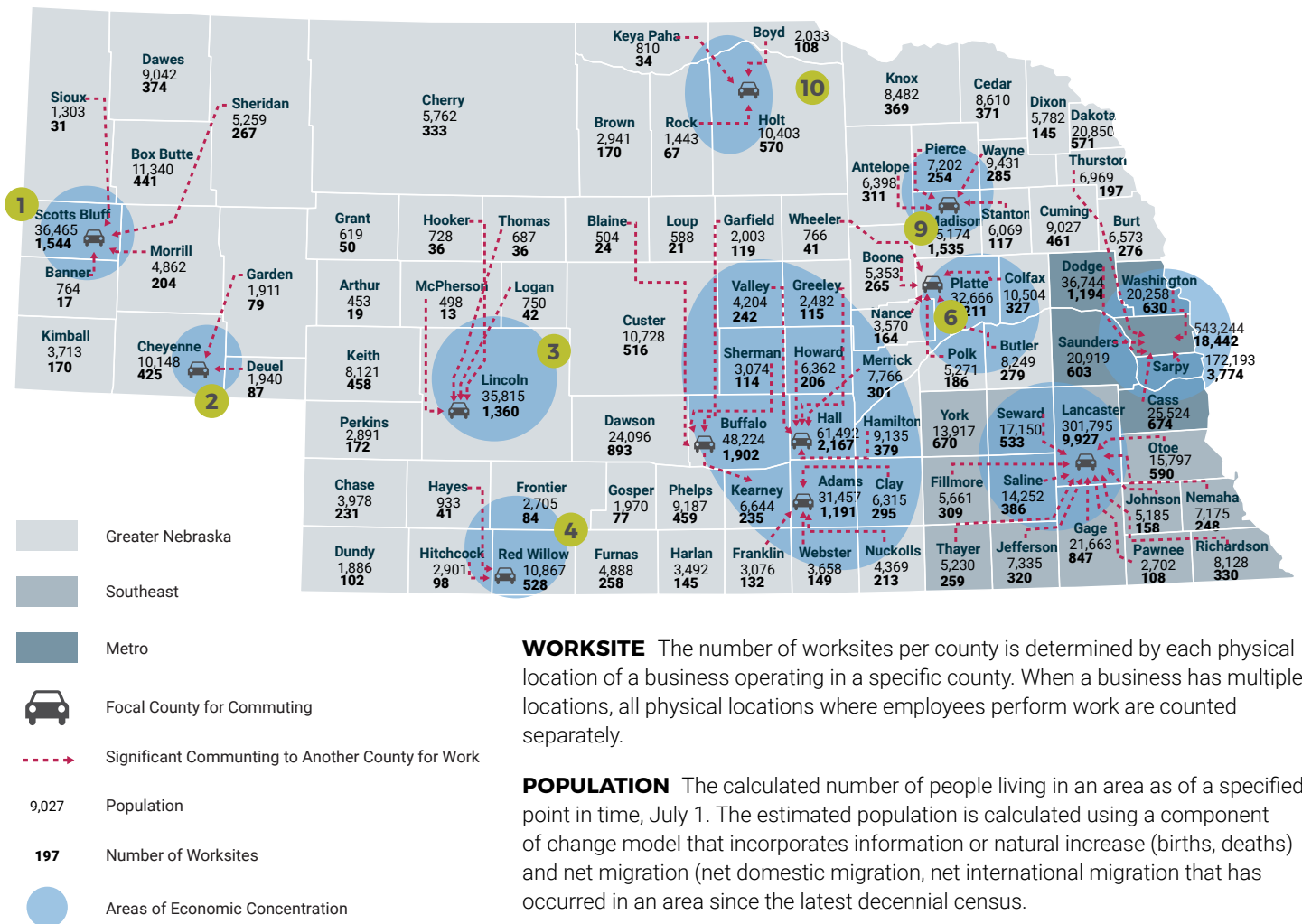
Note: If your planning region does not meet the criteria described above, enter "Not Applicable."

Regional Planning Timeline

The local area has prepared a regional plan for Area 5 (Grand Island – Hastings – Kearney). The board has approved the following schedule for the remaining regions.

- April 2017 – Area 1 (Scottsbluff)
- July 2017 – Area 3 (North Platte)
- November 2017 – Area 6 (Columbus) and Area 9 (Norfolk)

WIOA Planning Regions



Sources: Quarterly Census of Employment and Wages, First Quarter 2015: Local Employment Dynamics (LED) Worksites. Commuting Patterns. U.S. Census Bureau. Population Estimates and Program. 2014 Population Estimates.

NDOL has designated the following local plan elements as common response elements relating to shared regional responsibility.

- c. Provide a description of the local area one-stop delivery system that lists the required and optional one-stop partners and programs included in the regional/local workforce delivery system, including:
 - 1. The physical address(es) where career services and other program services will be accessible for each of the following centers located in the local and regional area:
 - A. Comprehensive one-stop center;
 - B. Affiliate one-stop center;
 - C. Network of eligible one-stop partners; and
 - D. Specialized centers;
 - 2. The physical address(es) of the AJC(s) located in any other local area that is part of the local area's region; and
 - 3. Electronic methods implemented to provide career services and other program services

One-Stop Delivery System

The local one-stop system is comprised of both a full service American Job Center as well as a network of other service delivery points. There is one (1) American Job Center: 1 comprehensive center in Grand Island and 8 affiliate sites throughout the 88 county region. All nine centers house case management for Workforce Innovation and Opportunity (WIOA) Title 1 and Wagner-Peyser Title 3 employment services and business services to employers. Nebraska's Official Labor Exchange, NEworks.nebraska.gov is available in all site resource rooms and online.

Comprehensive One-Stop Center

American Job Center

203 East Stolley Park Rd, Ste. A
Grand Island, NE 6801

Affiliate One-Stop Centers

Alliance

302 Box Butte Avenue
Alliance, NE 69301-3342

Columbus

3100 23rd St., Ste. 22
Columbus, NE 68601-3161

Lexington

1501 Plum Creek Parkway, Ste. 3
Lexington, NE 68850

Beatrice

5109 W. Scott Rd., Ste. 413
Beatrice, NE 68310-7059

Hastings

2727 W. 2nd St., Ste. 338
Hastings, NE 68901-4684

Norfolk

105 E. Norfolk Ave., Ste. 120
Norfolk, NE 68701

North Platte

306 E. 6th, Ste. 140
North Platte, NE 69101-4160

Scottsbluff

505A Broadway, Ste. 300
Scottsbluff, NE 69361-2708

Electronic Methods

Career services are provided through NEworks. Participants can also preregister for WIOA, access the eligible training provider list, and explore job opportunities at **NEworks.nebraska.gov**

- d. Describe how the local board will address items (1) through (4).**
 - 1. Supporting the vision, goals, and strategies established in Sections II.a. and II.b. of the Combined State Plan for Nebraska’s Workforce System (July 1, 2016 – June 30, 2020)**

Combined State Plan

The board will continue to align its goals and strategies with those identified in the Combined State Plan and as outlined in Chapter 2: Vision, Goals and Strategies. Success in addressing the number of underemployed workers within the state who earn less than a living wage or must hold two or more jobs in order to earn a living wage; the plight of disadvantaged workers such as low-income individuals, individuals with disabilities, ex-offenders, homeless individuals, youth who have aged out of the foster care system, English Language Learners, individuals with low levels of literacy, single parents, farmworkers, those within two years of exhausting lifetime TANF eligibility, and the long-term unemployed; and the need for a pipeline of workers with the technical skills and work readiness skills desired by employers, including those in industries that will drive the region’s economy well into the future can only be accomplished by a workforce system approach.

The regional workforce system is committed to placing unemployed workers in training programs leading to H3 jobs that pay above Nebraska’s \$16.62 median wage.

- 2. Working with the Combined State Plan partners carrying out core programs and other workforce development programs, including programs of study authorized under the Carl D. Perkins Career and Technical Education Act of 2006 to support service alignment, including:**
 - A. Adult, Dislocated Worker, and Youth programs (WIOA Title IB, core partner program);**
 - B. Adult Education and Family Literacy Act programs (WIOA Title II, core partner program);**
 - C. Wagner-Peyser Employment Service programs (WIOA Title III, core partner program);**
 - D. Nebraska Commission for the Blind and Visually Impaired (WIOA Title IV, core partner program);**
 - E. Nebraska Vocational Rehabilitation Program (WIOA Title IV, core partner program)**
 - F. Jobs for Veterans State Grant programs (plan partner program);**

- G. Unemployment Insurance (plan partner program);
- H. Senior Community Service Employment Program (SCSEP) (plan partner program);
- I. Temporary Assistance for Needy Families (TANF) employment and training programs (plan partner program);
- J. Trade Adjustment Assistance (TAA) program (plan partner program);
- K. Career Technical Education programs (workforce system partner program); and
- L. Other local workforce delivery system partner programs (must be clearly identified including a description of the program(s))

Service Alignment

MOU's will be negotiated with each partner above, identifying how core programs and other workforce development programs will be carried out.

3. Ensuring the continuous improvement of eligible providers of services through the system and ensuring that such service providers will meet the employment needs of local employers, workers, and job seekers

Continuous Improvement

The Board is always committed to continuous improvement. The local area relies on NDOL to maintain the Eligible Training Provider List (ETPL) and data collected in that process. The workforce system, including the one-stop operator and WIOA Title 1 service provider will continue to work with eligible providers and NDOL to identify gaps in available services and opportunities to expand consumer choice.

4. Facilitate access to services provided through the one-stop delivery system, including in remote or less populated areas, through the use of technology and other means

Services in Rural Areas

Implementation of strategies for technological integration and coordination with state and regional areas will strengthen communication among workforce system partners and enhance the provision of services to target populations, including those in remote rural areas experiencing capacity issues. Access to services, including those in remote areas, will be established in the MOU process.

- e. Describe how the local board will work with the following Combined State Plan core partner programs to address items (1) through (3): Adult, Dislocated Worker, and Youth programs (WIOA Title IB, core partner program); Adult Education and Family Literacy Act programs (WIOA Title II, core partner program); Wagner-Peyser Employment Service programs (WIOA Title III, core partner program); Nebraska Commission for the Blind and Visually Impaired (WIOA Title IV, core partner program); and Nebraska Vocational Rehabilitation Program (WIOA Title IV, core partner program)
 - 1. Expand access to employment, training, education, and supportive services for eligible individuals, particularly eligible individuals with barriers to employment

Expanding Access

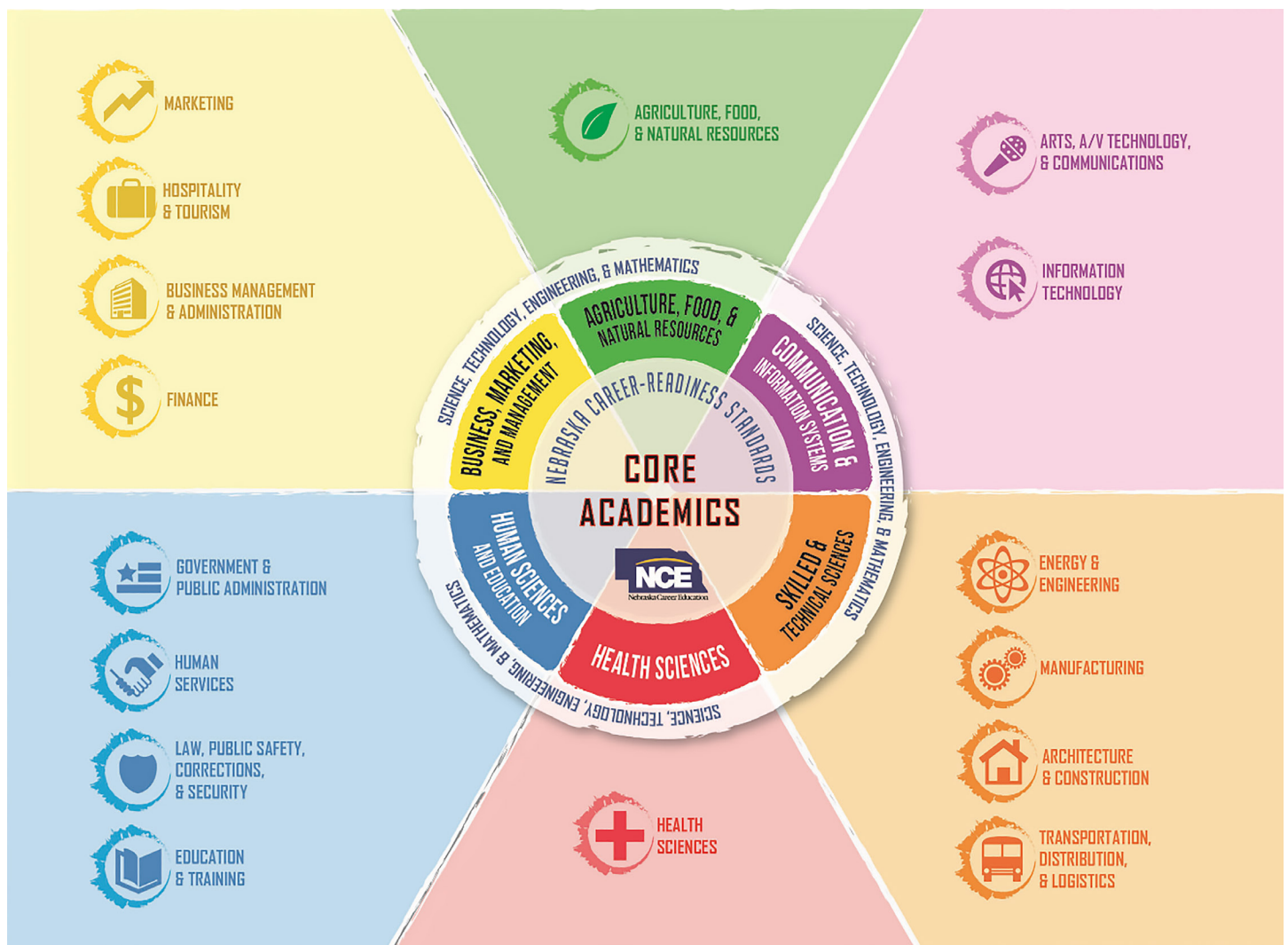
In order to expand access to employment, training, education, and supportive services, particularly eligible individuals with barriers to employment, the Greater Nebraska Workforce Development Board (GNWDB) will work with its core and non-core partners to ensure a diverse array of career services, training services, and supportive services exist within the region. In particular, the GNWDB has identified the expansion of work-based learning models as a key strategy for improving access to employment that concurrently prepares individuals with the skills needed for employment and addresses business needs. GNWDB will work with businesses, business intermediaries such as the chambers of commerce, and organized labor to develop new work-based learning models in the region's target industries.

- 2. Facilitate the development of career pathways and co-enrollment, as appropriate, in core programs

Career Pathways

Nebraska's Career Education Model organizes careers into six career fields covering 16 career clusters. This model, which is driven by Nebraska Department of Education, Career Technical Education (CTE), provides a framework and associated resources for students, educators, parents, adults, employers and workforce development agencies to support career development. Ongoing development and integration of this tool into the American Job Center, especially in the development of employment goals, will help jobseekers meet the needs of employers in the region. Shared leadership functions and goals in the American Job Center will encourage co-enrollments and continued development of career pathways. Nebraska VR is a recipient of a Career Pathway grant so co-enrollments will be a priority. The region will also continue to leverage partnerships among industry leaders, organized labor, workforce professionals, education and training providers and economic development leaders to develop workforce and career pathways that support regional economic growth.

Career Clusters Graphic



3. Improve access to activities leading to a recognized postsecondary credential (including a credential that is an industry-recognized certificate or certification, portable, and stackable)

Postsecondary Credential

Working in support of the regional plan and in collaboration with the Local Board, the regional partners will work to develop career pathways and industry-valued credentials. Discussions to identify, prioritize and take action to address regional sector and career pathways issues will be included in the Strategic Planning Committee meetings. Future initiatives include, but are not limited to, the following activities:

- Identifying career pathways that have job advancement opportunities
- Identifying training providers and educators working to align relevant programs with industry needs

- Incorporating and/or developing apprenticeship programs that align with career pathways
- Leveraging GAP funding for occupational skills training activities
- Identifying stackable credentials in industry sectors while working with employers to develop a pipeline of **workers.to** continue to emphasize importance of industry-recognized certificates.

- f. Describe the strategies and services that will be used in the local area to address items (1) through (5).
 1. To facilitate engagement of employers in workforce development programs, including small employers and employers in in-demand industry sectors and occupations

Employer Engagement

The workforce system in the region will work collectively with the Nebraska Manufacturing Advisory Council (NeMAC), other trade councils, and local employers to identify and address workforce needs. The service provider will conduct business outreach in conjunction with core partners when offering services. The One-Stop Operator will engage with local chambers of commerce and economic groups to identify opportunities to participate in community initiatives.

2. To support a local workforce development system that meets the needs of businesses in the local area

Business Needs

The region will engage with businesses and use labor market information to identify needs. Information gathered will be used to support local workforce development activities. During the monthly regional partner meetings, strategies to address needs will be established. The workforce system, not just Wagner-Peyser or WIOA, but the “system” will address needs collectively.

3. To better coordinate workforce development programs and economic development

Economic Development

The service provider is involved in economic development activities in the region. Information about community initiatives will be shared at monthly regional partner meetings. The service provider will continue to build relationships with economic development agencies in the area. The effort to coordinate with economic development strategies will continue to entail education and training, using Nebraska’s Career Pathways model. Additionally, as sector strategies are developed in the region, coordination of strategies with local economic development will be sought to foster an economic ecosystem around key industries; additionally, these groups will be invited to attend all board meetings and regional partner meetings.

4. To strengthen linkages between the one-stop delivery system and unemployment insurance programs

Unemployment & the One-Stop Delivery System

Unemployment Insurance (UI) is co-located in the American Job Center. UI will continue to be incorporated in programs such as NERes and Rapid Response. Access to file a claim is available at all affiliated-site resource rooms.

5. Implementation of initiatives that support the strategies described in this section (d), such as incumbent worker training programs, on-the-job training programs, customized training programs, industry and sector strategies, career pathways initiatives, utilization of effective business intermediaries, and other business services and strategies designed to meet the needs of regional employers

Training Initiatives

Working with core partners, the region will enhance employer engagement to create initiatives that meet employers' workforce needs.

1. Data-driven decision making that targets high wage, high skill, high demand jobs.
 2. Promoting career pathways.
 3. Expansion of work-based learning opportunities.
 4. Creating apprenticeship intermediaries to ease employer burden.
 5. Targeting outreach to disadvantaged workers.
 6. Develop forums for employers to collaborate with system partners.
- g. Provide information regarding the local board's coordination of services, including information that addresses items (1) through (6).
 1. Coordination of local workforce investment activities with regional economic development activities that are carried out in the local area and the promotion of entrepreneurial skills training and microenterprise services

Entrepreneurial Skills Training and Microenterprise Services

Inspiring innovation in the region requires the development and implementation of programs and strategies that are focused on microenterprise and entrepreneurial training. The local area will, in collaboration with partners, work with local economic development organizations to identify and promote entrepreneurial training.

2. Coordination of relevant secondary and postsecondary education programs and activities with education and workforce investment activities to coordinate strategies, enhance services, and avoid duplication of services

Secondary and Postsecondary Education Programs

Secondary and postsecondary education programs are strong workforce partners. Community colleges are the primary provider of education and training for the strategies in this plan. The region will continue to integrate and enhance services. The board will make every effort to support community college proposals for grants. Attempts to integrate services into the proposals will be made. The region will work with its community colleges to share data that informs the development of new courses, curricular modifications and recruitment efforts. The region will also sponsor the development of apprenticeship intermediaries in community colleges. Additionally, the service provider will continue to work with reVision in educating secondary students about future career opportunities.

3. Coordination of WIOA Title IB workforce investment activities with adult education and literacy activities under WIOA Title II, which must include a description of how the local board will:
 - A. Carry out the review of local applications submitted under WIOA Title II by eligible service providers seeking a grant or contract for the provision of adult education and literacy activities to determine whether such applications are consistent with the local plan, including:
 - i. A description of the process the local board will follow in its review of the local applications; and
 - B. Make recommendations to the eligible agency to promote alignment with this plan

Adult Education

Adult Education is available through the workforce system to provide foundational education and subject matter knowledge. This includes academic and foundation skills, corrections education, GED or high school equivalency diploma, postsecondary preparation, career pathways foundations, work readiness skills, basic literacy, computer literacy, and English-as-a-Second Language instruction. The foundational knowledge imparted through workforce system's education services form a basis that is applicable across a range of industries and occupations. The core partners work with K-12, public and private postsecondary institutions and other education and training providers to connect jobseekers with education opportunities aligned to their specific needs.

Assessments are administered by WIOA core partners according to the needs of their clients in order to gauge career interests, measure basic skills, identify specific job competencies, assess English and basic education literacy (i.e., ABE, ESL/GED), evaluate specific functional skills, and determine eligibility for public assistance. These tests collectively are designed to help the partnering programs understand the individualized needs of each worker in order to initiate targeted career interventions and supports.

The System Coordination Committee will review all local applications submitted under WIOA Title II to determine if the application is consistent with the local plan. The committee will then make a recommendation to the Greater Nebraska Workforce Development Board (GNWDB). The GNWDB will vote on the motion brought by the committee.

- 4. Maximizing coordination, improve service delivery, and avoid duplication of Wagner-Peyser Act (29 U.S.C. 49 et seq.) services and other services provided through the one-stop delivery system**

Wagner-Peyser

Job seekers accessing services at the American Job Centers (AJC) will be served by a team of staff members who coordinate together with the WIOA service provider and Wagner-Peyser staff to deliver services that are collaborative and proactive to meet the needs of the job seeker & businesses. MOU's will be established to define a detailed process among AJC partners. After the MOU's are established, the leadership team for these staff members will continue to meet to maximize the services provided and create an environment of shared service goals.

- 5. Coordination of WIOA Title IB (Adult, Dislocated Worker, and Youth program) activities with:**
 - A. Vocational Rehabilitation services under WIOA Title IV; and**
 - B. The provision of transportation and other appropriate supportive services in the local area**

Nebraska VR

Nebraska VR is a vital workforce partner. Enhanced coordination is a primary goal. The attainment of this goal will strongly hinge on the ability to share information, develop common procedures and policies, streamline service delivery, and leverage resources for shared participants and employers. The board will work with Nebraska VR to develop customized solutions for employer workforce needs. Supportive services for individuals that are co-enrolled will be leveraged and encouraged. Cross-training of staff and collaborative efforts must be established. Shared leadership responsibilities, performance goals, employers, and participants makes it essential that services are coordinated as success is also shared.

- 6. A description of the referral process within the one-stop delivery system, including:**
 - A. The roles and responsibilities of the one-stop operator, including coordinating referrals among one-stop delivery system partners;**
 - B. Identification of the entities among which the referrals will occur, including an explanation of the method(s) that will be used to refer participants among programs;**
 - C. Definition of the roles and responsibilities of one-stop delivery system partners relating to referrals;**

- D.** Description of the method of tracking referrals;
- E.** Description of specific arrangements to assure that individuals with barriers to employment, including individuals with disabilities, can access available services

One-Stop Delivery System Referrals

All referrals are done via NEworks. This allows for tracking of dates and times of referrals as well as follow-up responses from partners. The One Stop Operator is responsible to ensure that all partners within the one stop system are registered within the shared data system and that contact information is up to date for each partner to enable a smooth referral flow. In addition to referrals, the one stop operator is responsible for:

- Providing services within the center
- Coordinating service providers within the center and across the one-stop system
- And coordinating service delivery in a multi-center area, which include affiliated sites¹

All services are available to individuals with barriers to employment, including those with disabilities to employment.

- h.** If applicable, provide copies of executed cooperative agreements between the local board or other local entities and the Nebraska Vocational Rehabilitation Program or the Nebraska Commission for the Blind and Visually Impaired which define how all local service providers will carry out the requirements for integration of and access to the entire set of services available in the local one-stop system with respect to efforts that will enhance the provision of services to individuals with disabilities, such as:

1. Cross training of staff;
2. Technical assistance;
3. Use and sharing of information;
4. Cooperative efforts with employers; and
5. Other efforts at cooperation, collaboration, and coordination

Cooperative Agreements

The local area currently has an MOU with Nebraska VR, however a new MOU will be negotiated that will address:

1. Cross training of staff;
2. Technical assistance;
3. Use and sharing of information;

¹ TEGL 15-16

4. Cooperative efforts with employers; and
 5. Other efforts at cooperation, collaboration, and coordination
- i. For programs carried out under WIOA and by one-stop partners, describe how the local area one-stop center(s) is developing and implementing integrated, technology-enabled systems for:
1. Common intake;
 2. Co-enrollment;
 3. Co-case management; and
 4. Referral and follow-up

Integrated Technology

Common Intake

The Tri-Cities Region partners and the Greater Nebraska Workforce Development Area have partnered with the Nebraska Department of Labor and other state-level core partners to develop a common intake system that will be integrated with partner legacy systems.

Co-enrollment

The one-stop operator will develop a process with regional partners for identifying potential opportunities for co-enrollments. WIOA staff and partner programs will continue to become more aligned through shared staff training and regional meetings. The more partners know and understand about each other, the easier it will be to make referrals and ultimately co-enroll.

Co-case Management

When an individual is co-enrolled, a partner will be identified to take the lead. Ideally, the program that provides the most benefit to the participant will take the lead. All program partners involved must come to an agreement. Co-case management notes and activities will be shared via the common intake system. The lead partner must accept the responsibility to keep secondary partners updated and continue to coordinate and leverage services.

Referral & Follow-up

Referrals will be sent via Nebraska's Official Labor Exchange, NEworks. Follow-up will be coordinated with partners if an individual is co-enrolled.

Chapter 4

Operating Systems and Policies Local Component (WIOA Title 1B Only)

- a. Provide a description of the local area one-stop delivery system that addresses items (1) through (7).
 1. Identifies the members of the local board and how each member's appointment complies with the membership requirements established in WIOA Sec. 107(b), including each board member's:
 - A. Name;
 - B. Title;
 - C. Contact information, including physical address, phone, and email address;
 - D. Business or agency affiliation;
 - E. Role in business or agency qualifying for appointments; and
 - F. Role on the local board (i.e., chair) including roles on committees or subcommittees

Board Membership

Name	Title and Business/Agency Affiliation	Contact Information	Role in Business/ Agency Qualifying for Appointment	Role on Local Board
Lisa Wilson	Plant HR Manager, Case New Holland Industrial	123 Grant St St Paul, NE 68873 (308) 339-9480 lisa.wilson@cnhind.com	Business Member	Chair, GNWDB; Chair, Executive Committee
Jill Smith	HR Manager, BD Diagnostics - Preanalytical Solutions	904 E. Bismark Rd Grand Island, NE 68801 308-872-3691 jill_m_smith@bd.com	Business Member	GNWDB Vice-Chair; Executive Committee

Name	Title and Business/Agency Affiliation	Contact Information	Role in Business/ Agency Qualifying for Appointment	Role on Local Board
Chris Callihan	Business Representative, IBEW Local 265	819 South 45th Street Lincoln, NE 68510 402-423-4497 chriscallihan@ibew265.org	Workforce Representative Member	Chair, Strategic Planning Committee; Executive Committee
Greta Kickland	Human Resources, Cameco Crow Butte Resources	312 W Niobrara Ave Chadron, NE 69337 308-665-2215 ext. 131 Greta_kickland@cameco.com	Business Member	System Coordination Committee
Roy Lamb II	Training Director, IBEW Local 265	1601 SW 36th Street Lincoln, NE 68522 402-423-4519 rlamb2@ibew265.org	Workforce Representative Member	Strategic Planning Committee; Executive Committee
Charlene Lant	Chief Administrative Officer, St. Mary's Hospital	304 Pinewood Drive Nebraska City, NE 68410 402-873-8902 clant@stez.org	Business Member	System Coordination Committee
Denise Pfeifer	Human Resource Manager, UTC Aerospace Systems	3 Luebbe Drive Waco, NE 68460 402-362-8228 denise.pfeifer@utas.utc.com	Business Member	Strategic Planning Committee; Executive Committee
Stacey Weaver	Administrative Manager, Chief Agri	3206 B Avenue Kearney, NE 68847 308-238-2706 Stacey.Weaver@chiefind.com	Business Member	Chair, System Coordination Committee; Executive Committee
Elaine Anderson	Office Director, Nebraska Department of Vocational Rehabilitation	101 Cedar St. Kearney, NE 68845 308-865-5011 Elaine.Anderson@nebraska.gov	Government, Economic, and Community Development Member	Strategic Planning Committee

Name	Title and Business/Agency Affiliation	Contact Information	Role in Business/ Agency Qualifying for Appointment	Role on Local Board
Peggy Sandall-Bertrand	Regional Manager, Advance Services, Inc	501 Main Street Humphrey, NE 68642 402-562-8700 peggyb@advanceservices.com	Business Member	Strategic Planning Committee
Wayne Brozek	Vice President of Aftermarket Operations, 21st Century Equipment	2990 Country Club Road Gering, NE 69341 308-262-5829 wbrozek@21equip.com	Business Member	System Coordination Committee
Ann Chambers	Adult Education Director, Central Community College	2316 W. John Street Grand Island, NE 68803 308-398-7446 achambers@cccneb.edu	Education Member	System Coordination Committee
Alicia Fries	Residential Customer Service Manager, Allo Communications	PO Box 122 250th W 16th St. Imperial, NE 69033 308-633-7811 afries@allophone.net	Business Member	System Coordination Committee
Cristina Thaut	WIOA Program Director, Indian Center, Inc.	1811 Mindoro Drive Lincoln, NE 68506 402-802-1036 cthaut@icindn.org	Workforce Representative Member	Strategic Planning Committee
Gary Kelly	Division Manager, Thompson Specialty Services	1520 N. 209th Street Elkhorn, NE 68022 402-676-2671 gkelly@tec-corp.com	Workforce Representative Member	System Coordination Committee
Kelsey Miller	Regional Manager, Nebraska Department of Labor	508 West 8th Street North Platte, NE 69101 308-530-7425 kelsey.miller@nebraska.gov	Government, Economic, and Community Development Member	System Coordination Committee; Executive Committee

Name	Title and Business/Agency Affiliation	Contact Information	Role in Business/ Agency Qualifying for Appointment	Role on Local Board
Dan Mauk	President, Nebraska City Area Economic Development Corporation	3016 West 4th Street North Platte, NE 69101 402-209-4568 director@nebraskacityareaedc.org	Government, Economic, and Community Development Member	Strategic Planning Committee
Kim Schumacher	Human Resources Manager, Cargill, Inc	97 S. Parkway Columbus, NE 68601 402-910-8170 Kim_schumacher@cargill.com	Business Member	System Coordination Committee
Dr. Matt Gotschall	Columbus Campus President/Area Division VP, Central Community College	8760 40th Ave Columbus, NE 68601 402-562-1211 mgotschall@cccneb.edu	Education Member	Strategic Planning Committee

2. Identifies the procured one-stop operator, including:

- A. Name;**
- B. Title;**
- C. Complete business address (if different than the address of the comprehensive one-stop center);**
- D. Direct phone number;**
- E. (E) email address**

One-Stop Operator

Nebraska Department of Labor - Employment and Training

Administrative Entity (Greater Nebraska Workforce Development Board)

Attn: Dylan Wren
 PO Box 64600
 550 South 16th St
 Lincoln, NE 68509
dylan.wren@nebraska.gov

The One-Stop Operator is currently operating under the continuity of service plan. The board has issued an RFP for the One-Stop Operator.

3. Describe the local board's continuity of service plan to be initiated in the event that the AJC(s) is not certified, which must include reasonable timelines for competitive selection of the new one-stop operator

Continuity of Service Plan

In the absence of a one-stop operator, the Board (Administrative Entity) will oversee operations for the region. See Policy 20 **"Requires Additional Assistance" Policy** for the detailed process.

4. Describe the process followed by the local board for selection of the one-stop operator, including:
 - A. If the one-stop operator was selected through a competitive process, describe how the competitive process complied with the statutory requirements of the procurement standards of the Uniform Guidance set out at 2 CFR § 200.317 – 200.326); or
 - B. If the one-stop operator was selected on a sole-source basis:
 - i. Describe how the local board determined that sole-source procurement was necessary and reasonable;
 - ii. Provide an assurance that written documentation has been prepared and was and will be maintained concerning the entire process of making the selection;
 - iii. Provide documentation for the entire sole-source procurement process;
 - iv. Provide an assurance that the sole-source selection process included appropriate conflict of interest policies and procedures that conform to the specifications in 20 CFR § 679.430 for demonstrating internal controls and preventing conflict of interest, which require that:
 - I. The one-stop operator must develop a written agreement with the local board and CEO to clarify how the one-stop operator will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations, relevant Office of Management and Budget circulars, and NDOL's conflict of interest policy; and
 - II. The local board must provide a copy of the written agreement between the local board and CEO

One-Stop Competitive Process

On September 9, 2016 the Nebraska Department of Labor on behalf of the Chief Elected Officials Board and the Greater Nebraska Workforce Development Board issued a Request for Proposal (RFP) to provide Workforce Innovation and Opportunity Act (WIOA) Title 1 services. This RFP provided four options for bidding; One Stop Operator service provider, Administrative Entity, Adult and Dislocated Worker service provider, and Youth service provider.

A competitive process, based on Nebraska Department of Administrative Services procurement policies and procedures, was used when issuing this RFP. The State followed the same policies and procedures it uses for its non-Federal procurements.

At the bidders conference held on October 5, 2016 the following entities attended; Lincoln Workforce Development Board, Community Action of Nebraska, Ross Innovation Employment Solutions Corporation, Eckerd Youth Alternatives Inc., Maximus Inc., and Arbor E&T LCC d/b/a ResCare Workforce Services. Proposals were due December 1, 2016. One vendor, ResCare bid on the RFP for One Stop Operator, Adult and Dislocated Worker services, and Youth services options. No bids were submitted for the Administrative Entity.

On January 4, 2017 the RFP Committee met to conduct an oral interview with ResCare and to develop recommendations for the three WIOA programs (Adult, Dislocated Worker, & Youth), the One Stop Operator, and the Administrative Entity.

After scoring the written proposal and the oral interview, the committee reached a consensus to recommend the following:

Recommendation #1

Ask the Commissioner of Labor, John Albin to continue providing WIOA Title 1 and Administrative Entity services. The reasons included:

- Lack of (WIA/WIOA) experience and actual performance history in a rural geographic area as large as Greater Nebraska by the bidder.
- The cost per participant for two of the three WIOA programs were not as competitive as the current provider (NDOL).
- Number of participants to be served for two of the three WIOA programs were not competitive with current provider.
- For the past ten years the current provider has done an excellent job in meeting program performance, enrollment goals, and expenditure benchmarks.

Recommendation #2

If circumstances change in the future, the board should remain open to issuing a new RFP.

Recommendation #3

Ask the Administrative Entity to draft options for re-bidding on the One Stop Operator role as soon as possible.

The agency has collected and will maintain records sufficient to document this procurement process and the basis for contractor rejection.

The One Stop Operator is currently Nebraska Department of Labor. As is required under WIOA a competitive procurement process for selection of an operator for PY17 is currently underway again.

5. Describe how the local board will:

- A. Comply with program-specific requirements and assurances for WIOA Title IB (Adult, Dislocated Worker, and Youth) programs established in Section VI of the Combined State Plan for Nebraska’s Workforce System (July 1, 2016 – June 30, 2020); and

Compliance with Combined State Plan

The board is committed to achieving the criteria for regional and local workforce designation in “performed successfully” and “sustained fiscal integrity” outlined in the Combined State Plan. Chapter Five of this plan describes how the local area plans to meet its performance measures. Fiscal integrity will be maintained by tracking obligations and expenses in the Request and Reporting System.

The board will comply with all One-Stop designation procedures outlined in the Combined State Plan.

The development of an integrated American Job Center is a shared responsibility of the Greater Nebraska Workforce Development Board, Chief Elected Official Board, the WIOA core program partners, required one-stop partners and other additional one-stop partners, One-Stop operator, and service providers. The One-Stop operator and workforce partners strive to:

- Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families;
- Provide access and opportunities to job seekers, including individuals with barriers to employment, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;
- Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.
- Participate in rigorous evaluations that support continuous improvement of American Job Centers by identifying which strategies work better for different populations; and

- Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.

6. Describe how entities within the local workforce delivery system, including one-stop operators and the one-stop partners, will comply with:

- A. WIOA non-discrimination provisions (WIOA Sec. 188); and**
- B. Applicable provisions of the Americans with Disabilities Act of 1990 regarding the physical and programmatic accessibility of facilities, programs and services, technology, and materials for individuals with disabilities, including providing staff training and support for addressing the needs of individuals with disabilities**

Non-discrimination & ADA Compliance

Key components of the American Job Center's compliance with Section 188 of the Workforce Innovation and Opportunities Act (WIOA) are:

- An Equal Opportunity Officer is designated by both the Workforce Development Board and the Department of Labor.
- The Center and affiliated sites makes every effort to provide universal access, reasonable accommodations, reasonable modifications to its program, and programmatic, architectural and communication accessibility.
- The Center and affiliated sites honors the obligation not to discriminate on the basis of disability.
- Staff at the Center and affiliated sites do not stereotype persons with disabilities when evaluating their skills, abilities, interests and needs, taking into consideration the availability of reasonable accommodations, reasonable modifications, and auxiliary aids and services.
- The Center and affiliated sites provides reasonable accommodation for individuals with disabilities.
- It is made clear that disclosure is voluntary and information regarding disability will be kept confidential and maintained in a separate file.
- Staff working with persons with disabilities obtain permission from the individual before discussing information about his or her disability with other staff and other agencies.
- All discussions between staff and customers are conducted in a manner that ensures the preservation of confidentiality.
- Staff provides appropriate assistance to individuals with disabilities so that they can effectively benefit from such services (including assistance in using computers and other forms of technology).
- Reasonable modifications are made to eligibility criteria for intensive and training services in order to ensure that individuals with disabilities have an opportunity to benefit from services that are as effective as those provided to nondisabled customers.
- The staff endeavor to communicate with persons with disabilities as effectively as with others.

- The Center and affiliated sites provides programmatic and architectural accessibility for persons with disabilities.
- The center and the board have established complaint processing procedures and have made customers aware of them.

7. The roles and resource contributions of the required and optional one-stop partners as evidenced in the MOUs among the local board, CEO, and required and optional one-stop partners, including:

- 1. The career services and other program services to be provided by each one-stop partner;**
- 2. How the comprehensive one-stop center provides on-demand access to the required career services in the most inclusive and appropriate setting and accommodations through:**
- 3. The physical presence of partner program staff who provide information to customers about the programs, services, and activities available through partner programs; or**
- 4. Direct linkage to program staff who can provide meaningful information or services through technology; and**
- 5. The methods for coordinated service delivery among the one-stop operator and one-stop delivery system partners**

MOU's

To be determined.

b. Describe how the local area will provide Adult and Dislocated Worker employment and training activities and Youth activities, including items (1) through (8).

- 1. A description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area**

Adult & DLW Activities

Greater Nebraska provides high quality employment and training services to assist job seekers with acquiring in-demand skills to compete for in-demand jobs.

Some of the employment and training activities will be targeted to:

- Provide job seekers with the skills and credentials to compete and secure employment at a self-sustaining wage;
- Help job seekers access supportive services to address barriers to employment such as homelessness, a criminal background, and/or lack of adult education;

- Provide businesses and employers with skilled talent and access to other human resource services to grow their business; and
- Meet regularly with One-Stop partners to identify best practices and strategies that would work better to continuously improve local one-stop operations.

There are three types of “career services” available for adults and dislocated workers within American Job Centers: basic career services, individualized career services, and follow-up services. These services may be provided in any order as sequence of service is not required which provides staff the flexibility to target services to meet the needs of the customer.

Basic Career Services

Anyone may receive basic career services. Staff will:

- Determine eligibility for WIOA Adult and Dislocated worker services;
- Inform residents about NERes, a reemployment program designed to get unemployed workers back to work quickly;
- Assess skills including literacy, and English language proficiency;
- Provide labor exchange services and information on in-demand industry sectors including accurate information about local, regional, and national labor market areas, job vacancy listings; information on job skills necessary to obtain the vacant jobs listed;
- Provide job search and placement assistance;
- Refer and coordinate supportive services and other workforce programs;
- Provide performance and program cost information on eligible providers of training services by program and type of providers; and
- Assist in establishing eligibility for financial aid assistance for training and education programs not provided under WIOA.¹

Individualized Career Services

If staff determines that individualized career services are appropriate for an individual to obtain or retain employment, staff will:

- Conduct comprehensive assessments of the skills and the service needs to help the customer obtain high wage employment;
- Develop an Individual Employment Plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals;
- Individual counseling and mentoring;

¹ TEGL 3-15

- Career planning (e.g. case management);
- Job readiness preparation that provides basic academic skills, critical thinking skills, digital literacy, and self-management skills, including competencies in utilizing resources;
- Financial literacy services;
- Customized training, work experience, or on-the-job training;
- Incumbent worker training; and/or
- English language acquisition and integrated education and training programs.²

Follow-up Services

Greater Nebraska provides follow-up services to all participants deemed eligible for WIOA individualized or training services who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Follow up services may include:

- Counseling
- Supportive Services

Staff will place notes in the participants NEworks case file when following up. If the participant obtains employment, staff will document of the job in the participant's record.

Training Services

Greater Nebraska provides both long-term and short-term occupational-skills training (OST). Programs for study are selected from Nebraska's Eligible Training Provider List.

- 2. A description and assessment of the type and availability of youth workforce investment activities in the local area including activities for youth who are individuals with disabilities, which must include an identification of successful models of such activities**

Youth Activities

Greater Nebraska provides 14 services for eligible youth including work experience and occupational skills training, a full list of services can be found under Youth Program Design.

Upon enrollment, each youth receives an assessment (CASAS). The results of this assessment will assist in the development of an Individual Service Strategy (ISS). Other assessments maybe administered to help identify career interest and strengthens.

² TEGL 3-15

3. A description of how the local board will coordinate workforce investment activities carried out in the local area with statewide rapid response activities

Rapid Response

Partnership

The local area shall ensure that:

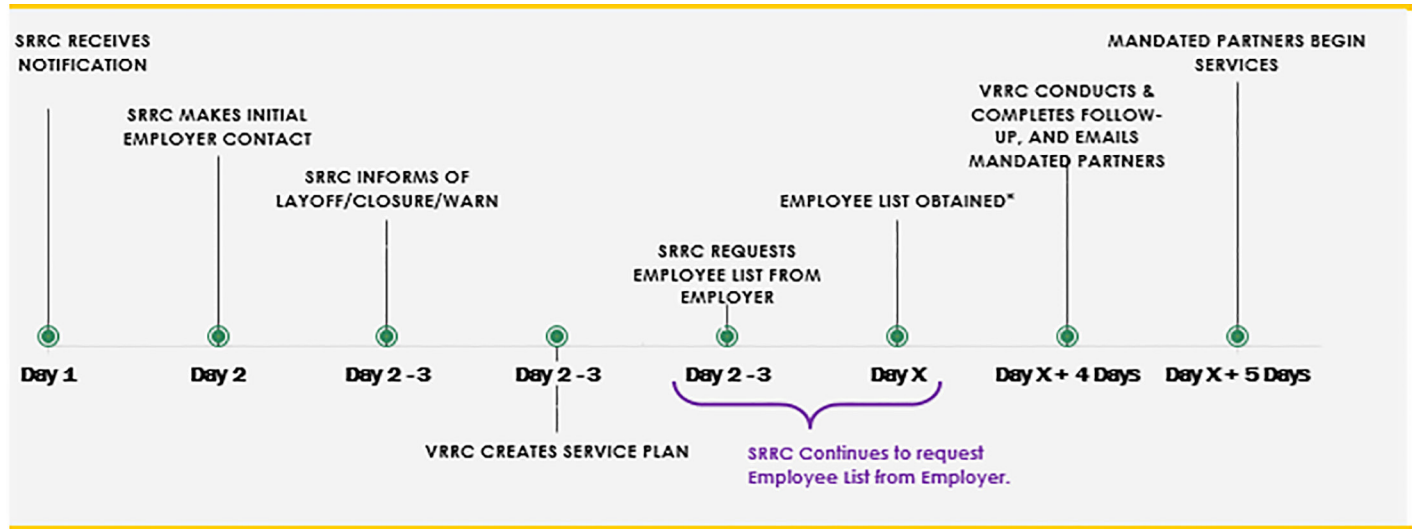
1. If a local representative becomes aware of a potential layoff or closure, they will notify the State Rapid Response Coordinator, via **NDOL.RapidResponse@nebraska.gov**.
2. A representative of the dislocated worker program provides program specific information at all onsite meetings.
3. When an onsite meeting cannot be arranged, content for outreach to employees and employers is provided to the Rapid Response Unit.
4. The One-Stop Center or affiliated site will provide additional follow-up with employees when needed.
5. Workshops and career fairs, based on identified affected workforce needs, are coordinated in partnership with the Wagner-Peyser Program.
6. Additional community resources, outside of the mandated partners, are identified.

Timeline

There are three potential timelines that will be followed based on the Rapid Response Services provided to the employer.

1. No Rapid Response Orientation Held
2. Before a Rapid Response Orientation
3. After a Rapid Response Orientation

No Rapid Response Orientation Held



DETAILS

DATE	MILESTONE	DESCRIPTION
Day 1	SRRC Receives Notification	Receive Notification of potential layoff/closure - Inform the SRRC
Day 2	SRRC makes Initial Employer Contact	The SRRC contacts the company to verify job loss
Day 2 - 3	SRRC Informs of Layoff/Closure/WARN	The SRRC notifies the Rapid Response Partners of the initial contact
Day 2 - 3	VVRC Creates Service Plan	The VVRC creates the Service Plan
Day 2 - 3	SRRC Requests Employee List from Employer	The VVRC contacts the employer and updates the Service Plan
Day X	Employee List Obtained*	The VVRC requests surveys from the SRRC and mails the surveys to the employer prior to the Rapid Response Orientation
Day X + 4 Days	VVRC Conducts & Completes Follow-Up, and Emails Mandated Partners	The VVRC provides follow-up information to the Mandated Partners. This includes: 1) Survey Results; 2) Sign-in Sheet; 3) Employee List; and 4) Finalized Service Plan
Day X + 5 Days	Mandated Partners begin services	The Mandated Partners begin providing services to individuals impacted by the layoff or closure.

SRRC – State Rapid Response Coordinator

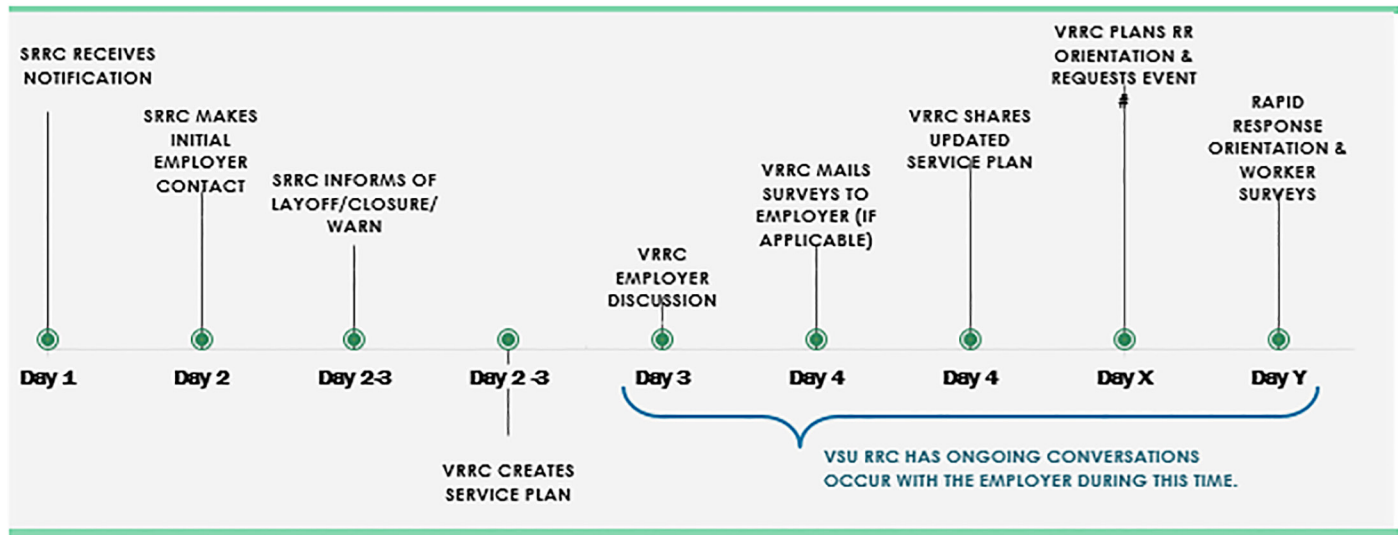
VVRC – Virtual Services Unit Rapid Response Coordinator(s)

Day X – Represents an Unknown Date and is dependent on the Employer and Mandated Partners

Day Y – Represents an Unknown Date and is dependent on the Employer and Mandated Partners

***Note:** If the employer does not provide the Employee List or indicate a date to provide the list, no follow-up will be conducted and the finalized service plan will be provided to the Mandated Partners within 1 business day after the time period (7 days) provided to the employer to provide the Employee List or a date to expect the Employee List.

Before a Rapid Response Orientation



DETAILS

DATE	MILESTONE	DESCRIPTION
Day 1	SRRC Receives Notification	Receive Notification of potential layoff/closure - Inform the SRRC
Day 2	SRRC makes Initial Employer Contact	The SRRC contacts the company to verify job loss
Day 2-3	SRRC Informs of Layoff/Closure/WARN	The SRRC notifies the Rapid Response Partners of the initial contact
Day 2 -3	VRRc Creates Service Plan	The VRRc creates the Service Plan
Day 3	VRRc Employer Discussion	The VRRc contacts the employer and updates the Service Plan
Day 4	VRRc Mails Surveys to Employer (if applicable)	The VRRc requests surveys from the SRRC and mails the surveys to the employer prior to the Rapid Response Orientation
Day 4	VRRc Shares Updated Service Plan	The VRRc shares the updated Service Plan with the Mandated Partners
Day X	VRRc Plans RR Orientation & Requests Event #	The VRRc coordinates the logistics for the Rapid Response Orientation and requests the Rapid Response Event # from the NEworks Business Systems Analyst
Day Y	Rapid Response Orientation & Worker Surveys	The VRRc conducts the Rapid Response Worker Orientation

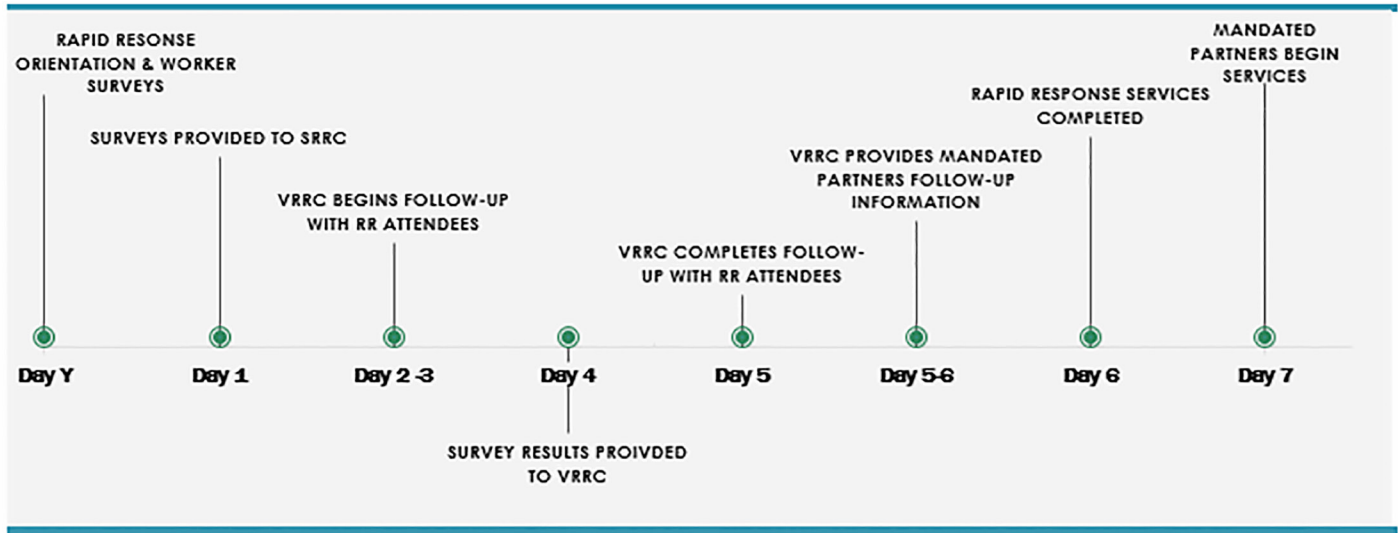
SRRC – State Rapid Response Coordinator

VRRc – Virtual Services Unit Rapid Response Coordinator(s)

Day X – Represents an Unknown Date and is dependent on the Employer and Mandated Partners

Day Y – Represents an Unknown Date and is dependent on the Employer and Mandated Partners

After a Rapid Response Orientation (graphic)



DETAILS

DATE	MILESTONE	DESCRIPTION
Day Y	Rapid Response Orientation & Worker Surveys	The VRRC conducts the Rapid Response Worker Orientation
Day 1	Surveys provided to SRRC	The VRRC provides surveys to the SRRC
Day 2-3	VRRC Begins Follow-Up with RR Attendees	The VRRC begins providing follow-up services to the Rapid Response attendees
Day 4	Survey results provided to VRRC	The SRRC completes processing the survey information and provides results to VRRC
Day 5	VRRC Completes follow-up with RR Attendees	The VRRC finishes the follow-up services to the attendees and reviews the survey results
Day 5-6	VRRC Provides Mandated Partners Follow-Up Information	The VRRC provides follow-up information to the Mandated Partners. This includes: 1) Survey Results; 2) Sign-in Sheet; 3) Employee List; and 4) Finalized Service Plan
Day 6	Rapid Response Services Completed	The Rapid Response Services are completed.
Day 7	Mandated Partners begin services	The Mandated Partners begin providing services to individuals impacted by the layoff or closure.

SRRC – State Rapid Response Coordinator

VRRC – Virtual Services Unit Rapid Response Coordinator(s)

Day Y – Represents an Unknown Date and is dependent on the Employer and Mandated Partners

4. A description of how Individual Employment Plans (IEPs) for adults and dislocated workers will be used by local area career planners as an ongoing strategy to identify employment goals, achievement objectives, and an appropriate combination of services for the participant to achieve the employment goals

Individual Employment Plan

The individual employment plan (IEP) is an individualized career service that is jointly developed by the participant and case manager when determined appropriate by the one-stop operator or one-stop partner. The plan is an ongoing strategy to identify employment goals, achievement objectives, and an appropriate combination of services for the participant to achieve the employment goals.³

The IEP must be updated as appropriate throughout the participant's engagement in the program. Updates include documentation of goals attained and the addition of new goals and/or service needs as they arise. The IEP should be reviewed with the participant on a minimum quarterly basis or more frequently if the participant is engaged in short-term intensive and training activities.

Case notes must reflect outcomes of quarterly IEP reviews and updates to the IEP.

All Individual Employment Plans (IEP) or Individual Service Strategies (ISS) for youth participants must be:

- **Specific** - targeting employment, earning, & credential attainment;
- **Measurable** - directly tied to WIOA Title 1 performance measures;
- **Achievable** - results are obtainable, given available resources, participant's skill level and desire;
- **Relevant** - goals are tied to H3 occupations;
- **Time-related** - results can be achieved in 24 months or less.

5. A description of how an Individual Services Strategy (ISS) for youth will be used by local area staff and based on the needs of each youth participant that is directly linked to one or more indicators of performance described in WIOA sec. 116(b)(2)(A)(ii), that identifies career pathways that include education and employment goals, that considers career planning and the results of the objective assessment and that prescribes achievement objectives and services for the participant

Individual Service Strategy

The individual service strategy (ISS) is a required element in order to be a participant in the WIOA youth program.⁴ The ISS is the basis for the overall case management strategy. The case manager should utilize the ISS to update strategies and activities as they occur, and to document referral and contact information for services obtained from partner organizations. When reviewing the ISS, case managers should document a youth's progress, activities completed, benchmarks reached and any other accomplishments.⁵

³ 20 CFR 680.170

⁴ 20 CFR 681.320

⁵ TEGL 5-12

The ISS should be:

- Developed in partnership with the youth;
- Used as a tool that can and will change over time, as necessary, to meet the needs of the young person;
- Used as a roadmap to achieve measurable and attainable short-term and long-term goals (SMART goals as mentioned in the IEP and performance sections of this plan); and
- Designed to reflect the young adult's interests and incorporate career pathway planning.

The ISS must be updated as appropriate throughout the participant's engagement in the program. Updates include documentation of goals attained and the addition of new goals and/or service needs as they arise. The ISS should be reviewed with the participant on a minimum quarterly basis or more frequently if the participant is engaged in short-term intensive and training activities.

Case notes must updates to the ISS.

6. Describe how the local area will determine an individual's eligibility for Adult and Dislocated Worker program services

Adult & DLW Eligibility

Greater Nebraska's policy for adult and dislocated worker programs is to ensure that participants enrolled in WIOA Title I are determined eligible and that required documentation is maintained in the ECM participant file. Enrollment into a WIOA Title I program requires a complete 100% verification of eligibility.

Adult and dislocated workers who receive services funded under WIOA Title I other than self-service or information activities must be registered in NEworks and must be a participant.⁶ Registration is the information collection process that documents a determination of eligibility.

Eligibility for program enrollment and program services does not entitle an individual to program enrollment or program services.⁷

7. A description of the design framework for the Youth program and the local area's strategy for ensuring access to all 14 elements within that framework

Youth Program Design

The following 14 services will be made available to youth participants:

1. **Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance**

⁶ 20 CFR 680.110(b)

⁷ WIOA Section 194(12)

or similar document for individuals with disabilities) or for a recognized postsecondary credential.

Tutoring is provided to those in need of assistance to complete secondary school or to aid in reaching higher levels of literacy or numeracy and is determined by the service provider staff.

2. Alternative secondary school services, or dropout recovery services

Referrals and services are coordinated with American Job Center partner, Pine Ridge Job Corps.

3. Work Experience (Paid or Un-Paid) #425 & #426

Paid and unpaid work experiences that have an academic component and occupational education. These can include pre-apprenticeship programs, internships, job shadowing, and on-the-job training.

4. Youth Occupational Skills Training (OST) #430

Occupational skill training, which includes priority consideration for training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the local area involved, if the Local WDB determines that the programs meet the quality criteria described in WIOA sec. 123;

Occupational skills training as an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. Local areas must give priority consideration to training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations in the local area.

Such training must:

- A. Be outcome-oriented and focused on an occupational goal specified in the ISS;
- B. Be of sufficient duration to impart the skills needed to meet the occupational goal;
- C. Result in attainment of a recognized post-secondary credential. The chosen OST must meet the quality standards in WIOA sec. 123 (681.540)

5. Education and Training for Specific Occupation or Cluster #432

Education will be offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;

This program element reflects an integrated education and training model and describes how workforce preparation activities, basic academic skills, and hands-on occupational skills training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway.⁸

⁸ 20 CFR 681.630

6. Leadership Development Opportunities #410

Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.

Leadership development opportunities are opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors such as:

- A. Exposure to post-secondary educational possibilities;
- B. Community and service learning projects;
- C. Peer-centered activities, including peer mentoring and tutoring;
- D. Organizational and team work training, including team leadership training;
- E. Training in decision-making, including determining priorities and problem solving;
- F. Citizenship training, including life skills training such as parenting and work behavior training;
- G. Civic engagement activities which promote the quality of life in a community;
- H. Other leadership activities that place youth in a leadership role such as serving on youth leadership committees⁹

7. Supportive Services

Supportive services for youth, as defined in WIOA sec. 3(59), are services that enable an individual to participate in WIOA activities. These services include, but are not limited to, the following:

- A. Linkages to community services;
- B. Assistance with transportation;
- C. Assistance with child care and dependent care;
- D. Assistance with housing;
- E. Needs-related payments (not offered);
- F. Assistance with educational testing;
- G. Reasonable accommodations for youth with disabilities;
- H. Legal aid services;
- I. Referrals to health care;

⁹ 20 CFR 681.520

- J. Assistance with uniforms or other appropriate work attire and work-related tools, including such items as eyeglasses and protective eye gear;
- K. Assistance with books, fees, school supplies, and other necessary items for students enrolled in postsecondary education classes; and
- L. Payments and fees for employment and training-related applications, tests, and certifications.¹⁰

8. Adult Mentoring

- A. Adult mentoring for youth must:
 - i. Last at least 12 months and may take place both during the program and following exit from the program;
 - ii. Be a formal relationship between a youth participant and an adult mentor that includes structured activities where the mentor offers guidance, support, and encouragement to develop the competence and character of the mentee; and
 - iii. While group mentoring activities and mentoring through electronic means are allowable as part of the mentoring activities, at a minimum, the local youth program must match the youth with an individual mentor with whom the youth interacts on a face-to-face basis.
- B. Mentoring may include workplace mentoring where the local program matches a youth participant with an employer or employee of a company.¹¹

9. Follow-up Services (for not less than 12 months after the completion of participation, as provided in § 681.580)

- A. Follow-up services are critical services provided following a youth's exit from the program to help ensure the youth is successful in employment and/ or postsecondary education and training. Follow-up services may include regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise.
- B. Follow-up services for youth also may include the following program elements:
 - i. Supportive services;
 - ii. Adult mentoring;
 - iii. Financial literacy education;
 - iv. Services that provide labor market and employment information about in demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and

¹⁰ 20 CFR 681.570

¹¹ 20 CFR 681.490

- v. Activities that help youth prepare for and transition to postsecondary education and training.
- C. All youth participants must be offered an opportunity to receive follow-up services that align with their individual service strategies. Furthermore, follow-up services must be provided to all participants for a minimum of 12 months unless the participant declines to receive follow-up services or the participant cannot be located or contacted. Follow-up services may be provided beyond 12 months at the State or Local WDB's discretion. The types of services provided and the duration of services must be determined based on the needs of the individual and therefore, the type and intensity of follow-up services may differ for each participant. Follow-up services must include more than only a contact attempted or made for securing documentation in order to report a performance outcome.¹²

10. Comprehensive Guidance & Counseling #417

Comprehensive guidance and counseling provides individualized counseling to participants. This includes drug and alcohol abuse counseling, mental health counseling, and referral to partner programs, as appropriate. When referring participants to necessary counseling that cannot be provided by the local youth program or its service providers, the local youth program must coordinate with the organization it refers to in order to ensure continuity of service.¹³

11. Financial Literacy Education #420

Implement Money Smart Program offered by the Federal Deposit Insurance Corporation (FDIC) in One-Stop Center and affiliated sites.¹⁴

The financial literacy education program element may include activities which:

- A. Support the ability of participants to create budgets, initiate checking and savings accounts at banks, and make informed financial decisions;
- B. Support participants in learning how to effectively manage spending, credit, and debt, including student loans, consumer credit, and credit cards;
- C. Teach participants about the significance of credit reports and credit scores; what their rights are regarding their credit and financial information; how to determine the accuracy of a credit report and how to correct inaccuracies; and how to improve or maintain good credit;
- D. Support a participant's ability to understand, evaluate, and compare financial products, services, and opportunities and to make informed financial decisions;
- E. Educate participants about identity theft, ways to protect themselves from identify theft, and how to resolve cases of identity theft and in other ways understand their rights and protections related to personal identity and financial data;

¹² 20 CFR 681.580

¹³ 20 CFR 681.510

¹⁴ complies with 20 CFR 681.500

- F. Support activities that address the particular financial literacy needs of non-English speakers, including providing the support through the development and distribution of multilingual financial literacy and education materials;
- G. Support activities that address the particular financial literacy needs of youth with disabilities, including connecting them to benefits planning and work incentives counseling;
- H. Provide financial education that is age appropriate, timely, and provides opportunities to put lessons into practice, such as by access to safe and affordable financial products that enable money management and savings; and
- I. Implement other approaches to help participants gain the knowledge, skills, and confidence to make informed financial decisions that enable them to attain greater financial health and stability by using high quality, age appropriate, and relevant strategies and channels, including, where possible, timely and customized information, guidance, tools, and instruction.¹⁵

12. Entrepreneurial Skills Training #421

Entrepreneurial skills training provides the basics of starting and operating a small business. Such training must develop the skills associated with entrepreneurship. Such skills include but are not limited to:

- A. Take initiative;
- B. Creatively seek out and identify business opportunities;
- C. Develop budgets and forecast resource needs;
- D. Understand various options for acquiring capital and the trade-offs associated with each option;
- E. Communicate effectively and market oneself and one's ideas. Approaches to teaching youth entrepreneurial skills include, but are not limited to,
 - i. Entrepreneurship education that provides an introduction to the values and basics of starting and running a business. Entrepreneurship education programs often guide youth through the development of a business plan and may also include simulations of business start-up and operation;
 - ii. Enterprise development which provides supports and services that incubate and help youth develop their own businesses. Enterprise development programs go beyond entrepreneurship education by helping youth access small loans or grants that are needed to begin business operation and by providing more individualized attention to the development of viable business ideas;
 - iii. Experiential programs that provide youth with experience in the day-to-day operation of a business. These programs may involve the development of a youth-run business that young people participating in the program work in and manage. Or, they may facilitate placement in apprentice or internship positions with adult entrepreneurs in the community.¹⁶

¹⁵ 20 CFR 681.500

¹⁶ 20 CFR 681.560

13. Labor Market and Employment Information #422

Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.¹⁷

14. Preparation and Transition to Postsecondary Ed/Training #423

- A. Activities that help youth prepare for and transition to postsecondary education and training
- B. Local programs have the discretion to determine what specific program services a youth participant receives, based on each participant’s objective assessment and individual service strategy. Local programs are not required to provide every program service to each participant.
- C. When available, the Department encourages local programs to partner with existing local, State, or national entities that can provide program element(s) at no cost to the local youth program.¹⁸

The program is not required to fund each of the program elements.¹⁹

- 8. A description of how the local area will provide services to special populations, including:**
 - A. How priority will be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient consistent with WIOA 134(c)(3)(E); and**
 - B. The local board will determine priority populations and how to best serve them, along with any other state requirements**

Special Populations

Priority is determined during the eligibility process and is documented in ECM and the NEworks application. There is no “priority of service” in place for those individuals receiving Career Services. For individual wishing to access training services, a determination of need must be established.

Greater Nebraska’s priority of service is as follows:

- 1. First, to Veterans and eligible spouses of Veterans who are:**
 - A. Recipients of public assistance;
 - B. Low-income; or
 - C. Basic-skills deficient;

¹⁷ 20 CFR 681.460

¹⁸ 20 CFR 681.460

¹⁹ 20 CFR 681.470

2. Second, to individuals who are not Veterans and eligible spouses of Veterans but are:

- A. Recipients of public assistance;
- B. Low- income; or
- C. Basic-skills deficient;

3. Third, to Veterans and eligible spouses of Veterans who are not:

- A. Recipients of public assistance;
- B. Low- income; or
- C. Basic-skills deficient

4. Last, to persons who are not:

- A. Recipients of public assistance;
- B. Low- income; or
- C. Basic-skills deficient.

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- c. Describe the direction given to the one-stop operator by the local board, pursuant to NDOL's policy on priority populations and priority of service, to ensure priority for adult career and training services will be given to Veterans and recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient, and:
 - 1. Provide a copy of the local area policy on priority populations and priority of service (see "Chapter 6")

Policy on Priority Populations

See Policy 17 "Priority Populations Policy"

- d. Identify the local area grant recipient responsible for the disbursement of grant funds for WIOA Title IB (Adult, Dislocated Worker, and Youth programs) workforce investment activities, listing the recipient's:
 - 1. Name;
 - 2. Title; and
 - 3. Contact information, including physical address, phone, and email address

Grant Recipient

Pam Lancaster

Chair, Chief Elected Officials Board

- e. Describe the competitive process that was, has been, or will be used to award the subgrants and contracts for WIOA Title IB (Adult, Dislocated Worker, and Youth) program activities

Program Competitive Process

A request for proposal was issued for the Adult, Dislocated Worker, and Youth programs, a description of the process is included earlier in this chapter under "**One-Stop Competitive Process**". Also see policy 18 "**Procurement Standards and Procedures Policy**".

- f. Provide a description of training policies and activities in the local area, including descriptions addressing items (1) through (3).
 1. How the local areas will encourage the use of work-based learning strategies, including the local area goals for specific work-based learning activities and proposed outcomes related to these activities and must include, but not be limited to:
 - A. On-the-job training;
 - B. Work experience;
 - C. Pre-apprenticeship;
 - D. Apprenticeship; and
 - E. Internships

Work-Based Learning

The local area is committed to providing opportunities to job seekers to earn and learn. Work-based learning can bridge the divide between unemployment and employment for long-term unemployed individuals. Studies show that employment and earnings outcomes for workers are higher when training is closely targeted to specific occupations and industries, particularly in real work-based settings.

The local area currently provides:

- On-the-job training
- Work experience
- Internships

The local board acknowledges the importance of pre-apprenticeship and apprenticeship programs and plans to add these to their menu of work-based learning. The establishment of apprenticeship programs in the local area is part of the board’s goal of becoming a high-performing local board.

The local area has established a goal to have 35% of their active caseloads participating in work-based learning by June 30, 2021.

Timeline for Reaching 35% Work-based Learning

Year	Goal
2017	10%
2018	15%
2019	25%
2020	30%
2021	35%

See **Policy 22 "Work-Based Learning Policy"** and **Policy 16 "On-The-Job Training"**.

2. How training services for Adults, Dislocated Workers, and Out-of-School Youth (ages 16 – 24 years) will be provided through the use of individual training accounts, including:
 - A. If contracts for training services will be used, how the use of the contracts will be coordinated with the use of individual training accounts;
 - B. How the local board will ensure informed customer choice in the selection of training programs regardless of how the training services are to be provided and
 - C. Any limitations established by local board policies:
 - i. That is based on the needs identified in the IEP, such as the participant’s occupational choice or goal and the level of training needed to succeed in that goal; or
 - ii. To establish a range of amounts and/or a maximum amount applicable to all ITAs;

Individual Training Accounts

3. Provide a copy of the local area individual training account policy (see "Chapter 6")

See **Policy 14 "Individual Training Accounts"**.

- g.** Describe the local board’s pay-for-performance contract strategy for WIOA Title 1B (Adult, Dislocated Worker, and Youth) programs, if applicable

Pay-for-Performance Contract Strategy

Greater Nebraska does not have any pay-for-performance contracts and does not have plans to enter any at this time.

- h.** Describe the process the local board will follow in competitively selecting training providers under a contract for training services (this does not refer to Eligible Training Providers), which must include descriptions that address items (1) through (4):
 - 1.** The process the local board will follow to determine there is an insufficient number of eligible training providers in the local area, which must include a public comment period for interested providers of at least 30 days;
 - 2.** How the local board will determine that there is a training services program of demonstrated effectiveness offered in the area by a community-based organization or another private organization to serve individuals with barriers to employment, including the criteria to be used in determining demonstrated effectiveness, particularly as it applies to the individuals with barriers to employment to be served as defined in 20 CFR § 680.320(a) and (b) (see “Note” below regarding individuals with barriers to employment), which should include:
 - A.** Financial stability of the organization;
 - B.** Demonstrated performance in the delivery of services to individuals with barriers to employment through such means as program completion rate; attainment of the skills, certificates or degrees the program is designed to provide; placement after training in unsubsidized employment; and retention in employment; and
 - C.** How the specific program relates to the workforce investment needs identified in this regional and local plan;
 - 3.** How the local board will determine that it would be most appropriate to contract with an institution of higher education or other provider of training services in order to facilitate the training of multiple individuals in in-demand industry sectors or occupations;
 - 4.** How the local board will ensure that it has fulfilled the consumer choice requirements for the provision of training services, which must address requirements that:
 - A.** Training services, whether under ITAs or under contract, must be provided in a manner that maximizes informed consumer choice in selecting an eligible provider;

- B.** The local board, through the AJC, must make available to customers the state’s list of eligible training providers, which includes a description of the programs through which the providers may offer the training services, and the performance and cost information about those providers;
- C.** Individuals who have been determined eligible for training services may select a provider described in subsection (B) of this section (4) after consultation with a WIOA Title 1B (Adult, Dislocated Worker, and Youth programs) career planner:
 - i.** Such individuals must be employed or unemployed adults and dislocated workers who:
 - I.** Required one-stop partner, after an interview, evaluation, or assessment, and career planning, are:
 - 01.** Unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services
 - 02.** In need of training services to obtain or retain employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment; and
 - 03.** Have the skills and qualifications to participate successfully in training services
 - II.** Select a program of training services that is directly linked to the employment opportunities in the local area or the planning region, or in another area to which the individuals are willing to commute or relocate
 - III.** Are unable to obtain grant assistance from other sources to pay the costs of such training, including such sources as state-funded training funds, Trade Adjustment Assistance (TAA), and Federal Pell Grants established under Title IV of the Higher Education Act of 1965, or require WIOA assistance in addition to other sources of grant assistance, including Federal Pell Grants (provisions relating to fund coordination are found at 20 CFR § 680.230 and WIOA sec. 134(c)(3)(B)) and
 - IV.** If training services are provided through the adult funding stream, are determined eligible in accordance with the state and local priority-of-service system in effect for adults;
- D.** Unless the program has exhausted training funds for the program year, the AJC must refer the individual to the selected provider and establish an ITA for the individual to pay for training which may be carried out by providing a voucher or certificate to the individual to obtain the training;

- E. The cost of referral of an individual with an ITA to a training provider is paid by the applicable Adult, Dislocated Worker, or Youth program under Title 1B of WIOA;
 - F. How the local board, through the AJC, may coordinate funding for ITAs with funding from other Federal, state, local, or private job training programs or sources to assist the individual in obtaining training services; and
 - G. Priority consideration must be given to programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area; and
5. Provide a copy of the local area policy on contracting with training providers for training services, which must include the local board's competitive selection process for training providers (see "Chapter 6") (this does not refer to Eligible Training Providers)

Note: Contracts for services may be used instead of ITAs only when one or more of the following 5 exceptions apply, and the local area has fulfilled the consumer choice requirements described in section (h)(4) above:

- 1. When the services provided are on-the-job-training (OJT), customized training, incumbent worker training, or transitional jobs;
- 2. When the local board determines that there are an insufficient number of eligible training providers in the local area to accomplish the purpose of a system of ITAs
 - A. The determination process must include a public comment period for interested providers of at least 30 days as stated above
- 3. When the local board determines that there is a training services program of demonstrated effectiveness offered in the area by a community-based organization or another private organization to serve individuals with barriers to employment, as described in paragraph (B) of this section
 - A. The local board must develop criteria to be used in determining demonstrated effectiveness, particularly as it applies to the individuals with barriers to employment to be served, which should include:
 - i. Financial stability of the organization;
 - ii. Demonstrated performance in the delivery of services to individuals with barriers to employment through such means as program completion rate; attainment of the skills, certificates or degrees the program is designed to provide; placement after training in unsubsidized employment; and retention in employment; and

iii. A description of how the specific program relates to the workforce investment needs identified in the local plan

4. When the local board determines that it would be most appropriate to contract with an institution of higher education (see WIOA sec. 3(28)) or other provider of training services in order to facilitate the training of multiple individuals in in-demand industry sectors or occupations, provided that the contract does not limit consumer choice.
5. When the local board is considering entering into a Pay-for-Performance contract, and the local ensures that the contract is consistent with § 683.510 of this chapter.

Individuals with barriers to employment include those individuals in one or more of the following categories, as prescribed by WIOA Sec. 3(24):

1. Displaced homemakers
2. Low-income individuals
3. Indians, Alaska Natives, and Native Hawaiians
4. Individuals with disabilities
5. Older individuals, i.e., those aged 55 or over
6. Ex-offenders
7. Homeless individuals
8. Youth who are in or have aged out of the foster care system
9. Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
10. Eligible migrant and seasonal farmworkers, defined in WIOA sec. 167(i)
11. Individuals within 2 years of exhausting lifetime eligibility under TANF (part A of title IV of the Social Security Act)
12. Single-parents (including single pregnant women)
13. Long-term unemployed individuals; or
14. Other groups determined by the Governor to have barriers to employment.

Contracting with Training Providers

Exceptions to Individual Training Accounts are intended to meet special needs and are used infrequently. The process for selecting training providers under this exception can be found in **Policy 10, Contracting with Training Providers Policy**.

- i. Describe the public-comment process followed by the local board, including the process for items (1) and (2).

Public Comment Process

A public notice was issued in the following newspapers:

Beatrice Daily Sun

200 North Seventh Street
 Beatrice, NE 68310
 (402) 223-5233
beatrice.legals@beatricedailysun.com

Hastings Tribune

908 W 2nd
 Hastings, NE
 (402) 462-2131
legals@hastingstribune.com

North Platte Telegraph

621 N Chestnut St.
 North Platte, NE
 (308) 535-4731
jmurrish@nptelegraph.com

Columbus Telegram

1254 17th Avenue
 Columbus, NE
 (402) 564-2741
col.clerk@lee.net

Kearney Hub

13 E 22nd St
 Kearney, NE
 (308) 233-9707
legals@kearneyhub.com

Scottsbluff Star-Herald

1405 Broadway
 Scottsbluff, NE
 (308) 632-9000
casey.harvey@starherald.com

Grand Island Independent

422 W. First
 Grand Island, NE
 (308) 382-1000
legals@theindependent.com

Norfolk Daily News

PO Box 977
 Norfolk, NE 68702
 (402) 371-1020
legals@norfolkdailynews.com

Sidney Sun-Telegraph

817 12th Ave
 Sidney, NE 69162
 (308) 254-2818
legals@suntelegraph.com

The Board will provide no more than a 30-day period for comment on the plan before its submission to the Governor, beginning on the date on which the proposed plan is made available.

The board will submit any comments that express disagreement with the plan to the Governor along with the plan.

Consistent with WIOA sec. 107(e), the board will make information about the plan available to the public on a regular basis through electronic means and open meetings as the plan is updated.

On February 2, 2017 the Executive Board of the GNWDB hosted a public meeting in Grand Island. The local and regional plans were available for comment.

1. Making available copies of the proposed regional and local plan through electronic and other means, such as public hearings and local news media

Copies of the proposed regional plan will be made available to the public through the NDOL website and by request.

2. Allowing members of the public, including representatives of business, representatives of labor organizations, and representatives of education to submit comments on the proposed local plan to the local board, not later than the end of the 30-day period beginning on the date on which the proposed local plan is made available

Regional partners and the public were invited to a public meeting on February 2, 2017 at the Grand Island Library to discuss the proposed plan allowing for the opportunity for comment by members of the public, including representatives of business, labor organizations, and education.

- j. Describe how the local board will ensure its compliance with the WIOA minimum and maximum expenditure requirements and program limitations described in items (1) through (8).
 1. 10% administrative costs limitation;
 - A. Not more than 10 percent of the amount may be used by the local board involved for the administrative costs of carrying out local workforce investment activities for WIOA Title IB programs (Adult, Dislocated Worker, and Youth)

10% Administrative Costs Limitation

Systems are in place to monitor and limit spending. The Request and Reporting System (RRS) tracks administrative cost and limits are established by Nebraska Department of Labor Finance to prevent the board from exceeding these limits.

2. 5% exception/limit on eligibility of in-school youth who are not low income:
 - A. Not more than 5 percent of in-school youth may be individuals who would be covered individuals, except that the individuals are not low-income individuals

5% Exception ISY That Are Not Low Income

This is tracked in NEworks and monitored by the Administrative Entity. Program staff are required to request permission to enroll anyone that would be in this category.

3. 75% minimum out-of-school youth priority:
 - A. Not less than 75 percent of funds allocated to the local board for the WIOA Title IB Youth program shall be used to provide youth workforce investment activities for out-of-school youth

75% Minimum OSY

Spending is tracked in RRS and limits have been established by Nebraska Department of Labor Finance to prevent exceeding these limits. In addition an 85% OSY caseload is required for all Youth program workforce coordinators to insure that spending aligns with this requirement.

4. 10% cap for pay-for-performance contract strategies:
 - A. Not more than 10 percent of the total program funds allocated to the local area may be reserved or used for a pay-for-performance contract strategy for each of the WIOA Title IB Adult, Dislocated Worker, and Youth programs

10% Cap for Pay-For-Performance

Greater Nebraska currently does not have any pay-for-performance contracts. However a ten percent limit was established by Nebraska Department of Labor Finance.

5. 20% minimum expenditure requirement for Youth work experiences:
 - A. Not less than 20 percent of funds allocated to the local board for the WIOA Title IB Youth program shall be used to provide Youth work experiences for in-school youth and out-of-school youth

20% Minimum on Work Experiences

Spending is tracked in RRS. Work Experiences are strongly encouraged and monitored very closely to ensure at least 20% is expended.

6. 20% maximum expenditure limit for incumbent worker program:
 - A. Not more than 20 percent of funds allocated to the local board for the WIOA Title IB Adult and Dislocated Worker programs shall be used to pay for the Federal share of the cost of providing incumbent worker training

20% Maximum on Incumbent Workers

Systems are in place to monitor and limit spending. The Request and Reporting System (RRS) tracks incumbent worker expenses and limits are established by Nebraska Department of Labor Finance to prevent the board from exceeding these limits.

7. 10% maximum expenditure limit for transitional jobs program:

- A.** Not more than 10 percent of funds allocated to the local board for the WIOA Title 1B Adult and Dislocated Worker programs shall be used to pay for transitional jobs training

10% Maximum Transitional Jobs

Systems are in place to monitor and limit spending. The Request and Reporting System (RRS) tracks transitional jobs expenses and limits are established by Nebraska Department of Labor Finance to prevent the board from exceeding these limits.

8. 50% maximum employer reimbursement rate, or 75% under certain conditions:

- A.** NDOL establishes a 75% employer reimbursement rate for OJT contracts funded through the statewide employment and training activities; or
- B.** The local board establishes a 75% employer reimbursement rate in accordance with 20 CFR § 680.320(a)(1)

Maximum Employer Reimbursement Rate

1. On-the-job training payments to employers are deemed to be compensation for the extraordinary costs associated with training participants and the costs associated with the lower productivity of the participants.
2. The employer reimbursement rates for wages earned for OJTs range from a minimum of fifty percent (50%) to a maximum of seventy five percent (75%). The reimbursement rates are as follows:

A maximum seventy five percent (75%) reimbursement rate is applied when one or more of the criteria is met from either category:

Participant Characteristics

1. Felony within seven years of conviction or of incarceration release date
2. 55 and older
3. GED received within the past year
4. Long term unemployed (27 Weeks)
5. Physical or mental disability

OR

Employer Characteristics

1. In business for less than three years
2. Business size of 1-50 employees

A maximum fifty percent (50%) reimbursement rate is applied under all other conditions.

Payments to employers follow the E&T Payment Processing Guidance procedures.

- k.** If one (1) or more counties of the local area are included in a planning region other than the planning region to which the local area is assigned (see Note below), describe how the local board will ensure that:
- 1.** Individuals residing in those counties who seek to receive services through the lead local board's local area one-stop delivery system will receive at least the same level of service through that delivery system as that available through the local board's one-stop delivery system, including a description of how the local board will monitor the:
 - A.** Provision of WIOA Title IB program (Adult, Dislocated Worker, and Youth) activities and services to individuals; and
 - B.** Outcomes of participants enrolled in WIOA Title IB programs (Adult, Dislocated Worker, and Youth) in the lead local board's local area one-stop delivery system

Counties Inside Other Local Area's Regions

Greater Nebraska will work with the other local areas to align policies and services. Activities from regional counties outside GN will be recorded. Details will be negotiated in an MOU.

- 2.** Employers operating in those counties that elect to receive services through the lead local board's local area one-stop delivery system will receive at least the same level of service through that delivery system as that available through the local board's one-stop delivery system

Greater Nebraska will work with the other local areas to align policies and services, establish shared OJT contracts, and coordinate service between areas. Details will be negotiated in an MOU.

- 3.** Address cost-sharing with the lead local board in relation to services provided by the lead local board to individuals residing in and employers operating in those counties who seek to receive services through the lead local board's local workforce delivery system

Will be negotiated in MOU's.

Note: This requirement applies to each of the Greater Lincoln and Greater Nebraska Workforce Development Boards.

- Greater Lincoln, the responses must address Sections (k)(1) and (k)(2) in relation to services provided to individuals and employers in Saunders County.
- For Greater Nebraska, the responses must address Sections (k)(1) and (k)(2) in relation to services provided to individuals and employers in Cass, Dodge, and Seward counties.

- I. If the lead local board's planning region includes one (1) or more counties from a local area outside of the lead local board's local area (see Note below), describe how the lead local board will:
1. Ensure that individuals residing in those counties who seek to receive services through the lead local board's local area one-stop delivery system will receive at least the same level of service through its delivery system as that available through the other local board's one-stop delivery system, including a description of how the lead local board will support and participate in the other local board's monitoring of the:
 - A. Provision of WIOA Title IB programs (Adult, Dislocated Worker, and Youth) activities and services to individuals; and
 - B. Outcomes of participants enrolled in WIOA Title IB programs (Adult, Dislocated Worker, and Youth) in the lead local board's local area one-stop delivery system

N/A

2. Employers operating in those counties that elect to receive services through the lead local board's local area one-stop delivery system will receive at least the same level of service through its delivery system as that available through the other local board's one-stop delivery system

N/A

3. Address cost-sharing with the other local board in relation to services provided by the lead local board to individuals residing in and employers operating in the counties in the region that are located in the other local board's local area

N/A

Note: This requirement applies to the Greater Omaha Workforce Development Board. The responses must address Sections (l)(1) and (l)(2) in relation to services provided to individuals and employers in Cass, Dodge, and Saunders counties.

Chapter 5

Performance Goals and Evaluation Local Component (WIOA Title 1B Only)

- a. Describe the local levels of performance negotiated with NDOL to be used to measure the performance of the WIOA Title 1B (Adult, Dislocated Worker, and Youth) programs.

Negotiated Performance Measures

Workforce Development Activities (Title 1 of WIOA) – GNWDB

Adult	PY 2016	PY 2017
Employment Q2 after exit	78.0%	78.0%
Employment Q4 after exit	79.0%	79.0%
Median earnings Q2 after exit	\$5,500.00	\$5,500.00
Credential Attainment Rate	56.0%	56.0%

Dislocated Worker	PY 2016	PY 2017
Employment Q2 after exit	87.0%	87.0%
Employment Q4 after exit	88.0%	88.0%
Median earnings Q2 after exit	\$7,200.00	\$7,200.00
Credential Attainment Rate	60.0%	60.0%

Youth	PY 2016	PY 2017
Employment Q2 after exit	78.0%	78.0%
Employment Q4 after exit	77.0%	77.0%
Median earnings Q2 after exit	NA	NA
Credential Attainment Rate	68.0%	68.0%

- b. Provide information on the how local levels of performance described in section (b) above will be used to measure the performance of:
1. The local fiscal agent, if applicable;
 2. Eligible providers under WIOA Title 1B (i.e., service providers); and
 3. The one-stop delivery system in the local area

Service Provider

Employment Goals

Individual Employment Plans (IEP) or Individual Service Strategies (ISS) for youth participants must be:

- **Specific** - Targeting employment, earning, & credential attainment;
- **Measurable** - Directly tied to WIOA Title 1 performance measures;
- **Achievable** - Results are obtainable, given available resources, participant's skill level and desire;
- **Relevant** - Goals are tied to H3 occupations;
- **Time-related** - Results can be achieved in 24 months or less.

Outreach

The service provider will recruit target populations, ensure timely eligibility determination, and provide accessible materials for those with limited English language proficiency.

Leveraging Resources

Leveraging resources is co-enrolling participants when appropriate, working collaboratively with workforce partners, establishing collective employment goals, and synchronize funding from all participating programs.

H3 Jobs

Improve career exploration, optimize consumer choice, and align with market needs by educating participants about high skill, high wage, high demand (H3) jobs.

One-Stop Delivery System

Workforce Partner Collaboration

Uniting workforce partners, establishing a shared skill assessment, common intake, and collective employment goals.

Industry Partner Collaboration

Building partnerships with employers, continually assessing and monitoring their needs, and proactively creating solutions.

Administrative Entity (fiscal agent)

Funding

Manage allocated funds, amend budgets, set quarterly training caps, and record expenditures.

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Monitor

Review financial reports, demand for services from job seekers & employers, historical performance data, caseloads, and the cost per participant serviced.

Guidance

Provide program guidance, when needed, to stay aligned with performance goals.

- c. Describe the actions the local board will take toward becoming a high-performing local board, consistent with the factors developed by the Nebraska Workforce Development Board.

High-Performance Board

Return on Investment

Return on Investment (ROI) focused approach to program management. Use ROI data to inform policy, strategy, and funding decisions.

Labor Market Information

Utilize labor market information to influence decision-making and policy development through continuous evaluation of labor market trends.

Performance Measures

Review of performance data including employment rates, median earnings, and credential attainment rates. Promptly identifying negative trends or gaps in service. The board seeks to exceed 100% of negotiated levels of performance.

Annual Project

Sponsor an annual project. A local workforce need is identified by the board. A sector partnership is formed as the local area works collaboratively with partners to provide a solution.

Board Leadership

Improve board leadership through enhancing new member orientation, increasing board member workforce system knowledge, and setting and enforcing meeting attendance expectations.

Registered Apprenticeships

Develop, implement, and sustain at least one apprenticeship initiative involving H3 occupations that results in at least five (5) new Registered Apprenticeship programs in the planning region during each program year.

Criteria for High-performing Board

The board seeks to meet the criteria detailed below:

Category	Criteria
1. Compliance	<ul style="list-style-type: none"> • Successfully negotiate MOUs and all annual funding agreements with all required one-stop partners operating in the local area, as evidenced: <ul style="list-style-type: none"> • in the local board’s approved regional and local plan; and • by the lack of a report indicating a failure to reach consensus on any MOU or annual funding agreement • Neither the local board nor the WIOA Title IB programs (Adult, Dislocated Worker, and Youth) receive no findings or formal determinations subsequent to any Federal and state monitoring events, as evidenced by outcome documentation provided by the monitoring agency • Sustain fiscal integrity • Have no recapture of WIOA Title IB (Adult, Dislocated Worker, and Youth) program funds for failure to obligate at least 80% of program funds by the end of the applicable program years
2. Program performance	<p>Exceed 100% of negotiated levels of performance for the primary indicators of performance defined under WIOA,¹ as evidenced by performance reports submitted via U.S. Department of Labor Performance Accountability System²</p>
3. Sector partnerships	<p>Develop, implement, and sustain at least one (1) sector initiative each program year for H3 industry sectors or occupations for the local area that results in the following, as evidenced by data provided by NDOL’s Office of Labor Market Information:</p> <ul style="list-style-type: none"> • 10% (or greater) increased enrollment of workforce system participants in training for H3 occupations; and • 10% (or greater) increased placement of workforce system participants in employment in the H3 industry sectors or occupations
4. Registered Apprenticeships ³	<p>Develop, implement, and sustain at least one (1) apprenticeship initiative involving H3 occupations in the local board’s planning region that results in at least five (5) new Registered Apprenticeship programs in the planning region during each program year</p>

¹ WIOA Sec. 116(b)(2)(A)

² See TEGL 10-16 for information on the USDOL Performance Accountability System

³ The term Registered Apprenticeship is defined in "**Appendix I. Definitions**".

- d. Describe how the local board will ensure the continuous improvement of one-stop-operator performance through evaluation and regularly scheduled competitions

Continuous Improvement of One-Stop Operator Performance

Regular Structured Cross-Agency Meetings

Hosting quarterly one-stop partner meetings. Partners and staff gain the knowledge and technical skills needed to assist and refer customers correctly, efficiently, and compassionately. Accessibility and process improvement will be assessed at each meeting.

Customer Satisfaction Survey

Surveys are collected from customers of the one-stop system assessing the quality of service received. The board will use this information to continuously evaluate and improve performance.

Board Oversight

Service delivery, staffing, complaints, and job center initiatives will be reviewed three times a year by the board.

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Chapter 6

Technical Requirements and Assurances Local Component (WIOA Title 1B Only)

The regional and local plan must include the following technical requirements and assurances.

- Attachment 1.** Signature Sheet – Regional and Local Plan
- Attachment 2.** Agreement among Local Area CEOs
- Attachment 3.** Agreement between Local Board and CEO
- Attachment 4.** Assurances
- Attachment 5.** Lead Local Board Bylaws
- Attachment 6.** Lead Local Board Membership Roster
- Attachment 7.** Lead Local Board Membership Optimum Policymaking Authority
- Attachment 8.** Lead Local Board Standing Committees
- Attachment 9.** Lead Local Area Organizational Chart
- Attachment 10.** List of Required and Optional One-stop Partners
- Attachment 11.** Memorandums of Understanding
- Attachment 12.** One-stop Operator Sole-source Procurement Process Documentation
- Attachment 13.** One-stop Operator Agreement
- Attachment 14.** Proof of Publication of the Public Notice
- Attachment 15.** Public Comments on Plan
- Attachment 16.** WIOA Grant Agreement
- Attachment 17.** WIOA Grant Agreement Signature Sheet
- Attachment 18.** WIOA Title IB (Adult, Dislocated Worker, and Youth) Program Budget, Participant, and Exit Summaries
- Attachment 19.** Policies and Procedures for WIOA Title IB (Adult, Dislocated Worker, and Youth) Programs
- Policy 1.** Accessibility

Policy 2.	Administrative Cost Limitations
Policy 3.	Audits
Policy 4.	Adult Eligibility
Policy 5.	Appeals Procedures for Program Participants
Policy 6.	Basic Skills Deficiency
Policy 7.	Career Planning
Policy 8.	Complaints and Grievances of a Non-discriminatory Nature
Policy 9.	Conflict of Interest
Policy 10.	Contracting with Training Providers for Training Services
Policy 11.	Dislocated Worker Eligibility
Policy 12.	Eligible Training Providers
Policy 13.	Equal Opportunity and Non-discrimination
Policy 14.	Individual Training Accounts (ITAs)
Policy 15.	Monitoring
Policy 16.	On-the-Job Training
Policy 17.	Priority Populations and Priority of Service
Policy 18.	Procurement Standards and Procedures
Policy 19.	Rapid Response Procedures
Policy 20.	“Requires Additional Assistance”
Policy 21.	Supportive Services
Policy 22.	Work-based Learning
Policy 23.	Youth Eligibility
Attachment 20.	Continuity of Service Plan

Attachment 1

Signature Sheet Regional and Local Plan

This regional and local plan is signed by and submitted with the agreement of the:

- CEO and Chair of the Greater Nebraska Workforce Development (Lead Local Board), on behalf of the Greater Nebraska Workforce Development Board and
- CEO and Chair of the Tap to choose name of partnering local board, on behalf of the Tap to choose name of partnering local board.

Greater Nebraska Workforce Development Board, Lead Local Board

Chief Elected Official

Date

On behalf of the Greater Nebraska Workforce Development Board

Chair, Greater Nebraska Workforce Development Board

Date

Tap to choose name of partnering local board, Partnering Local Board

Chief Elected Official

Date

On behalf of the Tap to choose name of partnering local board

Chair, Tap to choose name of partnering local board

Date

This content is not applicable for the Greater Nebraska Region.

Attachment 2

Agreement among Local Area CEOs

INSTRUCTIONS: Provide a fully-executed copy of the CEO agreement by and among elected officials in the local area, which must be in effect through June 30, 2021.

Content for this page is under review.

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Attachment 3

Agreement between Local Board and CEO

INSTRUCTIONS: Provide a fully-executed copy of the agreement between the local board and the current CEO, which must be in effect through June 30, 2021.

Content for this page is under review.

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Attachment 4

Assurances

The assurances in this Attachment 4 highlight specific requirements under WIOA that apply to Tap here to enter the name of the Grantee (the “Grantee”) and the Tap to choose the name of the local board (the “Local Board”).

The assurances do not limit in any way the responsibilities of the Grantee or the Local Board. The Grantee and the Local Board are subject to all Federal and state laws, rules, regulations, policies, and procedures. The Grantee and Local Board must ensure that all local area subrecipients comply with and adhere to all Federal and state laws, rules, regulations, policies, and procedures.

By signing the following assurances, the Grantee and the Local Board assure the Nebraska Department of Labor (the “Grantor”) that the Grantee, the Local Board, and all local area subrecipients will abide by the following requirements, in addition to all Federal and state laws, rules, regulations, policies, and procedures.

1. Access to Records –

The Grantee and the Local Board assure that each will give the U.S. Department of Labor or its representatives and the Nebraska Department of Labor or its representatives access to, and the right to examine, all documents related to the grant agreement.

2. Administration –

The Grantee and the Local Board assure that each will fully comply with all Grantor instructions and relating to the administration of funds.

3. Administration and Fiscal Systems –

The Grantee and the Local Board assure that each has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to subgrants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls must be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation must be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

4. Audit Resolution File –

The Grantee and the Local Board assure that the Local Board will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

5. Bonding –

The Grantee and the Local Board assure that all persons and/or subrecipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, are bonded in accordance with Federal and state regulatory requirements for protection against loss.

6. Cash Management –

The Grantee and the Local Board assure that no excess cash will be kept on hand; and procedures are in place for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements.

7. Compliance with Nebraska Revised Statutes §§ 4-108 through 4-112 and 48-114 –

The Grantee and the Local Board assure that all agreements with contractors must include a certification that the contractor has registered with and is using a Federal immigration verification system, as defined in Neb. Rev. Stat. § 4-114, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the contractor must provide documentation to the Nebraska Department of Labor proving the contractor is, or was at all times during the term of the contractor's agreement, in compliance with this assurance. If the contractor is an individual or sole proprietorship, the contractor must complete the U.S. Citizenship Attestation Form, accessible on the Nebraska Department of Administrative Services website at das.state.ne.us. If the contractor indicates on such attestation form that he or she is a qualified alien, the contractor must agree to provide to the U.S. Citizenship and Immigration Services the documentation required to verify the contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to Neb. Rev. Stat. §§ 4-111 and 4-112, if the contractor has applied for public benefits, as defined in Neb. Rev. Stat. § 48-108. The Grantor and the Local Board must ensure that the contractor understands that lawful presence in the United States is required and that the contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

8. Compliance with WIOA –

The Grantee and the Local Board assure that each will fully comply with the requirements of WIOA.

9. Confidentiality –

The Grantee and the Local Board assure each will comply with the confidentiality requirements of Section 116(i) (3) of WIOA and Section 444 of the General Education Provisions Act (20 USC § 1232g).

10. Consultation –

The Grantee and the Local Board assure that this regional and local plan has been developed in consultation with local elected officials, Tap to choose the name of the partnering local board, the business community, labor organizations, and other regional and local area workforce system partners.

11. Expending Funds –

The Grantee and the Local Board assure that funds will be spent in accordance with the WIOA and the Wagner-Peyser Act and their respective rules and regulations, all written U.S. Department of Labor guidelines, and all other applicable Federal and state laws, rules, and regulations, and statutes, and all state policies.

12. Governor’s Grant Procedures –

The Grantee and the Local Board assure that all use of funds allocated to the Grantee and the Local Board will comply with the grant procedures prescribed by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications and must include, but not be limited to, the following:

A. General Administrative Requirements:

- i. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. Assurances and Certifications:

- i. Standard Form 424 B – Assurances - Non-Construction Programs.
- ii. 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
- iii. 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
- iv. 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- v. 29 CFR Part 93 – New Restrictions on Lobbying.
- vi. 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions.
- vii. 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

13. Grievances/Complaints –

The Grantee and the Local Board assure that each will comply with Federal, state, and local policies and procedures for the handling of grievances and complaints from employees and WIOA Title IB (Adult, Dislocated Worker, and Youth) program participants.

14. Human Trafficking –

The Grantee and the Local Board understand that the Grantor may terminate the grant award, without penalty, as a result of actions by the Grantee, the Local Board, Grantee’s employees or subrecipients, or local area staff

based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

15. In-demand Occupations or Industries –

The Grantee and the Local Board assure that training provided for WIOA Title IB (Adult, Dislocated Worker, and Youth) program participants will be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Sections 3(23), 3(32), and 3(48) of WIOA, or in another local area or planning region to which a WIOA Title IB (Adult, Dislocated Worker, and Youth) program participant is willing to relocate.

16. Licensing, Taxation, and Insurance –

The Grantee and the Local Board assure that each will comply with all Federal, state, or local laws, rules, and regulations governing applicable licensing, taxation, and insurance requirements.

17. Nondiscrimination –

The Grantee and the Local Board assure that each will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibits discrimination:

- A. On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- B. On the basis of age under the Age Discrimination Act of 1975;
- C. On the basis of sex under Title IX of the Education Amendments of 1972; and
- D. On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee and the Local Board further assure each will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes prohibitions against discrimination on the basis of any individual's participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

18. Patent Rights, Copyrights and Rights in Data –

The Grantee and the Local Board assure that each understands that NDOL and the U.S. Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

- A. The copyright in and to any work developed under a grant, subgrant, or contract under a grant of subgrant; and
- B. Any rights of copyright to which a grantee, subrecipient, or a contractor purchases ownership with grant support.

19. Regional Planning –

The Local Board assures that it will participate in regional planning.

20. Reporting –

The Grantee assures that it will submit complete, accurate, and timely reports as specified by the Governor.

21. Responsibility Matters –

The Grantee and the Local Board assure that each will enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug use, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

22. Retention of Records –

The Grantee and the Local Board assure that each will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of three (3) years after grant closeout. The Grantee and the Local Board also assure that if, prior to the conclusion of the three (3) year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement must be maintained until the litigation is complete and audit findings are resolved.

23. Salary and Bonus Limitations –

The Grantee and the Local Board assure that funds appropriated under WIOA or prior legislation under the heading “Employment and Training Administration” that are available for expenditure on or after June 15, 2006 will not be used by a recipient or subrecipient of such funds to pay the salary and/or bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of the annual rate of basic pay prescribed for level II of the Executive Schedule (WIOA Sec. 194(15)(A)), except as provided under WIOA Sec. 194(15)(B) which states that the limitation must not apply to vendors providing goods and services as defined in 2 CFR Part 200 Subpart B.

24. Sole-source Procurement –

The Grantee and the Local Board assure that, if the one-stop operator for the local area is procured on a sole-source basis, the Grantee and the Local Board have prepared and will maintain documentation concerning the entire process of making the selection.

25. Special Clauses/Provisions –

The Grantee and the Local Board assure that each understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

26. State Energy Conservation Plan –

The Grantee and the Local Board assure that each recognizes mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee and the Local Board each agree to comply with all applicable standards, orders, or requirements issued under § 306 of the Energy Policy and Conservation Act, § 508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and subgrants in excess of \$100,000 (40 CFR Part 15).

27. Sunshine Provision –

The Local Board assures that the public, including individuals with disabilities, has and will have access to minutes of its meetings.

28. Union Organizing –

The Grantee and the Local Board assure that no funds received under WIOA will be used to assist, promote, or deter union organizing.

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29. Veterans –

The Grantee and the Local Board assure that use of funds received under WIOA will comply with the Veterans' priority provisions established in the Jobs for Veterans Act.

These assurances signed and submitted with the agreement of the:

- CEO and Chair of the Greater Nebraska Workforce Development Board, on behalf of the Greater Nebraska Workforce Development Board; and

Greater Nebraska Workforce Development Board, Lead Local Board

Chief Elected Official

Date

Greater Nebraska Workforce Development Board, Lead Local Board

Chair

Date

Attachment 5

Local Board Bylaws

INSTRUCTIONS: Provide a fully-executed copy of the bylaws for the lead local board.

Greater Nebraska Workforce Development Board Bylaws

Article I. NAME AND PURPOSE

Section 1. Name

The name of this organization shall be the Greater Nebraska Workforce Development Board hereinafter sometimes referred to as the “GNWDB” or the “Board”.

Section 2. Office of the GNWDB

The principal office of the GNWDB shall be located at the office of the Nebraska Workforce Development Liaison, currently the Commissioner of Labor, Nebraska Workforce Development, Department of Labor, 550 South 16th Street, Lincoln, Nebraska 68509.

Section 3. Purpose

The purpose of the Greater Nebraska Workforce Development Board shall be to carry out such duties as delegated to it by the memorandum of understanding established between the Greater Nebraska Chief Elected Officials (hereinafter “CEOB”) and GNWDB, and the duties said forth under the provisions of the Workforce Innovation and Opportunity Act Section 107 (a) and (b), as amended, or any subsequently enacted statutory authority.

ARTICLE II. MEMBERSHIP

Section 1. Composition of the GNWDB

In accordance with Section 107(b)(2)(A) and (B) of the federal Workforce Innovation and Opportunity Act, the board shall consist of the following members with representation as follows:

A majority of the members shall be representatives of business in the local area, who:

- Are owners of businesses, chief executives, or operating officers of business, or other business executives or employer with optimum policy making or hiring authority;
- Represent businesses that provide employment opportunities that include high-quality work-relevant training and development in in-demand industry sectors or occupations in the local area; and
- Are appointed from individuals nominated by local business organizations and business trade associations.

Not less than 20 percent of the members of the local board shall be workforce representatives, such as labor organizations, and shall include a representative of an apprenticeship program, and may also include organizations serving the training and employment needs of youth and individuals with barriers to employment.

The local board shall include representatives of entities administering education and training activities in the local area and representatives of governmental and economic and community development entities serving the local area. The local board may also include such other individuals or representatives of entities as the CEOB determines appropriate.

The members of the Local Board shall represent diverse geographic areas of the State of Nebraska, including urban, rural, and suburban areas.

Section 2. Appointment and Removal

- a.** The Chief Elected Officials Board (CEOB) shall make all appointments to the GNWDB, which shall conform to the requirements of Section 107 of the federal Workforce Innovation and Opportunity Act and state statute, including the Nebraska Workforce Innovation and Opportunity Act. The CEOB may remove any member, at any time, with or without cause. Absence from three (3) consecutive Board meetings may result in removal from the Board.
- b.** Individuals serving on the Board who subsequently retire or no longer hold the position that made them eligible board members may not continue to serve on the Board as a representative of that segment.

Section 3. Term of Appointments

Except as provided in Section 2 above, all members shall serve for a term of three years.

Section 4. Resignation

When members deem it necessary to resign from their appointment to the GNWDB, they shall tender their resignation to the CEOB with copies to the Chair. Such resignation shall be deemed effective upon acceptance of the CEOB. In the event that the Chair resigns, the Vice-Chair shall serve as Acting Chair until such time as the local board elects a new Chair.

Section 5. Vacancy

In the event of a vacancy, the CEOB shall appoint another individual to serve, for the remainder of the unexpired term, in accordance with Section 2 herein.

Section 6. Compensation

Members of the Board shall not receive compensation for their services, but may be reimbursed actual and necessary expenses directly related to the discharge of the Board's affairs.

ARTICLE III. OFFICERS

Section 1. Chair

The GNWDB shall elect a Chair who is a representative from business and industry that serves at the pleasure of the GNWDB. The Chair shall preside at all meetings of the Board and appoint Chairs and members of all standing and special committees and task groups as deemed necessary or desirable unless otherwise specifically provided for within these Bylaws. The Chair shall represent the Board and has the authority to speak on its behalf before the Governor, Legislature and at all public meetings and functions. The Chair shall have the authority to and shall perform such other duties and functions as may be required by the GNWDB, its bylaws, applicable state and federal statutes, and regulations.

Section 2. Vice-Chair

The GNWDB shall elect the Vice-Chair who is a representative from business and industry that serves at the pleasure of the GNWDB. At the request of, or in the absence of the Chair, the Vice-Chair shall perform the duties of the Chair and perform other duties assigned by the Chair or by the Board. The Vice-Chair shall have the authority to and shall perform such other duties and functions as may be required by the GNWDB, its bylaws and applicable state and federal statutes and regulations.

Section 3. Absence of GNWDB Officers

In the event that the Chair and Vice-Chair are going to be absent from a meeting, the Chair shall designate a member of the GNWDB as the Acting Chair, who shall preside at such meeting only.

Section 4. Vacancies

Vacancies in the offices of Chair or Vice-Chair shall be filled by election by the GNWDB.

ARTICLE IV. MEETING PROCEDURES, VOTING RIGHTS, AND QUORUM

Section 1. Meeting Time and Place

The GNWDB shall hold meetings at least annually and at such other times and places as determined by the Board. Additional meetings may be held at the call of the Chair or Executive Committee.

Section 2. Meeting Notice

Notice of all meetings requiring public notice shall be in accordance with the Nebraska Open Meetings Act, (Neb. Rev. Stat. §84-1407 through 84.1414). Written notice of each meeting shall be sent to members prior to the scheduled meeting along with a copy of the proposed minutes of the previous meeting. The notice shall specify the time, date, location, and proposed agenda for the meeting.

Section 3. Public Meetings

All meetings of the GNWDB and its committees shall be conducted in accordance with the Nebraska Open Meetings Act.

Section 4. Conduct of Meetings

- e.** Unless the Board, by majority vote, shall direct otherwise, the order of business at regular meetings shall be:
- 1.** Call to Order
 - 2.** Roll Call
 - 3.** Documentation of Compliance With Notice Requirements
 - 4.** Approval of Minutes
 - 5.** Old Business
 - 6.** New Business
 - 7.** Time and Location for Next Board Meeting
 - 8.** Adjournment
- f.** Non-members of the GNWDB shall be permitted to comment on any agenda item(s) requiring action by the Board at such time as “public comment” is solicited by the presiding officer, which, in any event, shall occur at least once prior to the time that any formal action is taken on the item. Non-members may also submit written comment on any agenda item(s), which comment shall be made a part of the permanent record of the meeting. The presiding officer, unless otherwise prescribed by rules adopted by majority vote, may in his/her discretion, limit the amount of time for discussion on any particular agenda item, which limit shall be announced at the time that the agenda items is brought up for discussion.
- g.** Each member present shall be allowed to cast one vote.
- h.** The rules contained in the current edition of Robert’s Rules of Order, Newly Revised, shall govern the conduct of the Board’s meeting unless those rules are inconsistent with law, these bylaws, or they are waived by majority vote.

Section 5. Manner of Voting

The vote on all questions duly moved and seconded shall be by roll call vote. No question shall be deemed to have passed unless it has received a majority vote. Proxy voting is not permitted.

Section 6. Quorum

A majority of the members shall constitute a quorum. No non-members may be seated at the Board as a representative of a member, nor shall any such representative be counted for purposes of determining a quorum.

Section 8. Conflict of Interest

- a.** All members shall comply with the provisions of §§49-1499 through 49-14,103.03 Nebraska Revised Statutes.
- b.** No GNWDB member may receive anything of value as a result of a benefit conferred by the GNWDB upon any person, business or organization.
- c.** A Local Board member must disclose with particularity the nature and extent of any financial interest in or affiliation with any person, business or organization that is seeking anything of value from the GNWDB prior to consideration of the request by the Local Board. A disclosure period will be provided to the members.
- d.** When a potential conflict exists, the Local Board Member must prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict, and if he or she will not abstain from voting, deliberating, or taking other action on the matter, the statement shall state why, despite the potential conflict, he or she intends to vote or otherwise participate; and deliver a copy of the statement to the Board Chair, who shall cause the statement to be filed as a matter of public record.
- e.** No member shall vote on a question in which he or she has a direct or indirect personal or pecuniary interest not common to other members of the GNWDB. The member of the State Board may abstain from voting, deliberating, or taking other action on the matter on which the potential conflict exists. The minutes of the meeting shall record compliance with this requirement. The interested member may briefly state his or her position regarding the subject or may answer questions of other members, since his or her knowledge may be of assistance.

ARTICLE V. STANDING COMMITTEES AND SPECIAL COMMITTEES

Section 1. Creation of Standing Committees

- a.** There shall be an Executive Committee, and two subcommittees of the Local Board:
 - 1.** System Coordination Committee, and
 - 2.** Strategic Planning Committee.
- b.** The CEOB or the NWDB Chair may create special committees, ad hoc committees, task forces, or similarly designated groups, as he or she deems necessary or desirable

Section 2. Appointment of Chair

The Chair of the GNWDB shall serve as Chair of the Executive Committee. The Chair of all other committees shall be representatives of business and industry elected by a majority vote of each committee.

Section 3. Appointment of Members

The CEOB shall designate the members of the Executive Committee, consisting of seven members. A majority of Executive Committee members will represent business. Said members to include:

- a.** Chair of GNWDB
- b.** Vice-Chair of GNWDB
- c.** Chair of each standing committee
- d.** Representative of Labor category
- e.** Representative of One-Stop Partners, provided, one person may be designated to represent more than one One-Stop Partner
- f.** Additional representatives from the general membership as needed to complete the seven member body and ensure a majority of representatives are from business.

The Chair of the GNWDB shall appoint the members to all other committees from the general membership.

Section 4. Voting Rights

- a.** Only GNWDB members appointed to serve on any standing or special committee or subcommittee shall have voting rights on those committees.
- b.** All actions or recommend actions shall be by majority vote.

Section 5. Committee Membership

GNWDB members may serve on more than one committee, subcommittee, special committee, ad hoc committee, task force, or other group that currently exists or that may be created under these bylaws.

Section 6. Committee Meetings

- a.** Committees, subcommittees, special committees, or groups created under these bylaws shall meet on an "as needed" basis subject to the call of the Chair of the GNWDB and/or the committee or group Chair.
- b.** When required by Nebraska Open Meetings Act, notice of all meetings shall be in accordance with the Nebraska Open Meetings Act.
Written notice of each meeting shall be sent to members prior to the scheduled meeting along with a copy of the proposed minutes of the previous meeting. The notice shall specify the time, date, location, and proposed agenda for the meeting.
- c.** Pursuant to the Nebraska Open Meetings Act, subcommittees created under these bylaws, including but not limited to the System Coordination Committee and the Strategic Planning Committee, can take no formal action, hold no hearings, have no policy making authority, and shall not be considered public bodies for the purposes of the Nebraska Open Meetings Act.

DRAFT

Section 7. Executive Committee

There shall be an Executive Committee consisting of seven GNWDB members, including the GNWDB Chair and Vice-Chair Chairs, Chairs of each Subcommittee, one representative of labor, one one-stop provider representative, and any other members required from business and industry in order to ensure that the majority of Executive Committee members represent business.

The Executive Committee shall have the authority to act on behalf of the GNWDB on issues that require action to develop or implement the local plan between scheduled Board meetings, and may exercise such other powers and perform such other duties or functions as may be authorized by majority vote of the Board. The Executive Committee, as a public body, is subject to Nebraska's Open Meetings Act.

Section 8. SYSTEM COORDINATION COMMITTEE

There shall be a System Coordination Committee consisting of members appointed by the Chair in accordance with these bylaws. The System Coordination Committee shall be a subcommittee of the Local Board.

This subcommittee shall be assigned duties and responsibilities associated with Performance, Roles and Resources associated with One-Stop Partners, Youth Program, Accessibility, Staff Training, Continuous System Improvement, Policy Alignment, Technology Solutions, Public Sector Partnerships, System-related Grant Applications, Local Area Plans, and other duties as assigned by the Chair of the Local Board. As provided in Section 6 of Article V, the System Alignment Committee, as a subcommittee of GNWDB, is not a public body and is not subject to the Nebraska Open Meetings Act.

Section 9. STRATEGIC PLANNING COMMITTEE

There shall be a Strategic Planning Committee consisting of members appointed by the Chair in accordance under these bylaws. The Strategic Planning Committee shall be a subcommittee of the Local Board. This subcommittee shall be assigned duties and responsibilities associated with Employer Engagement, Industry-focused Sector Strategies, Career Pathways, Connecting Workforce Efforts, Regional Plans, Bylaw Review, Financial Monitoring, Workforce-related Grant Applications, and other duties as assigned by the Chair of the Local Board. As provided in Section 6 of Article V, the Strategic Planning Committee, as a subcommittee of GNWDB, is not a public body and is not subject to the Nebraska Open Meetings Act.

ARTICLE VI. AMENDMENTS

Section 1. Amendments

These bylaws may be amended or repealed by a vote of two-thirds of the members present at any regular or special meeting of the Board.

Section 2. Written Notice

Written notice of proposed bylaw changes shall be sent to members at least ten days in advance of the meeting at which they are to be acted upon. Such notice shall include both the proposed change and the section that it supersedes.

ARTICLE VII. SUSPENSION OF BY LAWS

Section I. Suspension of By Laws

The Board may, by a vote of two-thirds of the members present, suspend all or any part of these bylaws when to do so would not be in conflict with the laws of the State of Nebraska or applicable federal laws.

ARTICLE VIII. EFFECTIVE DATE

Section I. Effective Date

These bylaws shall become effective immediately upon approval of two-thirds (2/3) of the members present at the meeting of the Board.

Notice of these Bylaws was sent to the members of the Board on May 5th, 2016. These Bylaws of the Greater Nebraska Workforce Development Board were adopted by a vote of thirteen (13) in favor, zero

(0) in opposition, and zero (0) abstaining, the same constituting more than two-thirds of those members of the Board present on May 26th, 2016, at the regular meeting of the Greater Nebraska Workforce Development Board.

DRAFT

Date

Lisa Wilson, Chair

Attachment 6

Lead Local Board Membership Roster

INSTRUCTIONS:

1. Complete both tables, providing the required information for each member of the lead local board. Membership must comply with the requirements of WIOA Sec. 107 (b)(2) et seq.

Greater Nebraska Workforce Development Board – Representatives of Business Categories

	First Name	Last Name	Job Title, Company, Location	Subcategory of Representation
1	Greta	Kickland	Human Resources, Camecow Crow Butte Resources Crawford, NE	Renewable Energy
2	Charlene	Lant	Chief Administrative Officer, St. Mary's Hospital Nebraska City, NE	Health Services
3	Denise	Pfeifer	Human Resource Manager, UTC Aerospace Systems – York, NE	Precision Metals and Manufacturing
4	Jill	Smith	Human Resources Manager, BD Diagnostics – Preanalytical Solutions Broken Bow, NE	Healthcare Manufacturing
5	Stacey	Weaver	Administrative Manager, Chief Agri Kearney, NE	Agriculture Machinery
6	Alicia	Fries	Residential Customer Service Manager, Allo Communications Imperial, NE	Communication
7	Lisa	Wilson	Plant HR Manager, Case New Holland Industrial (CNHI) Grand Island, NE	Agricultural Machinery

	First Name	Last Name	Job Title, Company, Location	Subcategory of Representation
8	Peggy	Sandall- Bertrand	Regional Manager, Advance Services, Inc Columus, NE	Business Management and Manufacturing
9	Wayne	Brozek	Vice President of Aftermarket Operations, 21st Century, Equipment Scottsbluff, NE	Agricultural Machinery
10	Kim	Schumacher	Human Resources Manager, Cargill, Inc Columbus, NE	Meat Products

Greater Nebraska Workforce Development Board – Representatives of Other Categories

	First Name	Last Name	Job Title, Company, Location	Subcategory of Representation
11	Chris	Callihan	Business Representative, IBEW Local 265 – Lincoln, NE	Apprenticeship Program
12	Cristina	Thaut	WIOA Program Director, Indian Center, Inc – Lincoln, NE	Native American Youth
13	Gary	Kelly	Division Manager, Thompson Specialty Servces – Omaha, NE	Labor Organization
14	Roy	Lamb II	Training Director, IBEW Local 265 – Lincoln, NE	Labor Organization
15	Ann	Chambers	Adult Education Director, Central Community College – Grand Island, NE	Adult Education and Literacy Activities
16	Matt	Gotchall	Columbus Campus President / Area Division VP, Central Community College – Columbus, NE	Education

	First Name	Last Name	Job Title, Company, Location	Subcategory of Representation
17	Dan	Mauk	President, Nebraska City Area Economic Development Corporation – Nebraska City, NE	Economic/Community Development
18	Kelsey	Miller	Regional Manager, Nebraska Department of Labor - North Platte, NE	Government: Wagner- Peyster
19	Elaine	Anderson	Office Director, Nebraska Department of Vocational Rehabilitation – Kearney, NE	Vocational Rehabilitation

2. Provide documentation demonstrating that each lead local board member meets the criteria established in WIOA Sec. 107(b)(2) for the membership category the member represents.

Content for this page is under review.

Attachment 7

Lead Local Board Membership Optimum Policymaking Authority

INSTRUCTIONS:

1. Complete the table below, providing the required information for each member of the lead local board that describes the member's optimum policy making authority.

Greater Nebraska Workforce Development Board

	First Name	Last Name	Job Title and Description	Optimum Policy Making Authority (Yes or No)	Hiring Authority (Yes or No)
1	Greta	Kickland	Human Resources, Camecow Crow Butte Resources	No	Yes
2	Charlene	Lant	Chief Administrative Officer, St. Mary's Hospital	No	Yes
3	Denise	Pfeifer	Human Resource Manager, UTC Aerospace Systems	Yes	Yes
4	Jill	Smith	Human Resources Manager, BD Diagnostics – Preanalytical Solutions	Yes	Yes
5	Stacey	Weaver	Administrative Manager, Chief Agri	Yes	Yes
6	Alicia	Fries	Residential Customer Service Manager, Allo Communications	No	Yes
7	Lisa	Wilson	Plant HR Manager, Case New Holland Industrial (CNHI)	Yes	Yes
8	Peggy	Sandall- Bertrand	Regional Manager, Advance Services	No	Yes
9	Wayne	Brozek	Vice President of Aftermarket Operations, 21st Century, Equipment	Yes	Yes

	First Name	Last Name	Job Title and Description	Optimum Policy Making Authority (Yes or No)	Hiring Authority (Yes or No)
10	Kim	Schumacher	Human Resources Manager, Cargill, Inc	Yes	Yes
11	Ann	Chambers	Adult Education Director, Central Community College	No	Yes
12	Chris	Callihan	Business Representative, IBEW Local 265	Yes	No
13	Cristina	Thaut	WIOA Program Director, Indian Center, Inc	No	No
14	Gary	Kelly	Division Manager, Thompson Specialty Services	Yes	Yes
15	Matt	Gotschall	Columbus Campus President/Area Division VP, Central Community College	No	Yes
16	Elaine	Anderson	Office Director, Nebraska Department of Vocational Rehabilitation	No	Yes
17	Kelsey	Miller	Regional Manager, Nebraska Department of Labor	No	Yes
18	Dan	Mauk	President, Nebraska City Area Economic Development Corporation	Yes	Yes
19	Roy	Lamb	Training Director	Yes	No

2. Provide documentation verifying that each lead local board member meets the criteria established in WIOA Sec. 107(b)(5) regarding the member having optimum policymaking authority within the member's organization, agency, or entity.



GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD NOMINATION FORM

Return this form to: Greater Nebraska Administrative Entity
550 South 16th Street
Lincoln, NE 68509-1829
seth.fager@nebraska.gov

NOMINEE INFORMATION:		REPRESENTING:
Name: Greta Kickland		(Select one; See definitions on back) <input checked="" type="checkbox"/> Business/For Profit Sector* <input type="checkbox"/> Workforce Representative (Indicate organization type): _____ <input type="checkbox"/> Education/Training Entity <input type="checkbox"/> Government, Economic, or Community Development (Indicate entity type): _____
Employer: Camco Resources - Crow Butte Operation		
Job Title: Human Resource Generalist		
Work Address: 86 Crow Butte Road, PO Box 169 Crawford NE 69337		
Work Phone: 308-665-2215	Work Email: greta_kickland@camco.com	
FAX #: 308-665-2341	Mobile #: 308-430-3872	
Home Address: 312 W Niobrara Ave, Chadron NE 69337		
Home Phone: 308-430-3872	Home Email: kicklandclan@hotmail.com	
Primary Contact Preference: <input checked="" type="checkbox"/> Work <input type="checkbox"/> Home		
Current Employment Responsibilities (ATTACH CURRENT RESUME TO THIS FORM):		
<input type="checkbox"/> Optimum Policymaking Authority (check if applicable) <input checked="" type="checkbox"/> Hiring Authority (check if applicable) Describe TYPE OF BUSINESS: Uranium Mine Number of Workers Currently Employed: 45		
Professional Experience/Certifications: Certified: PHR Have worked in HR at Crow Butte since 4/2008		
Community Activities/Special Interests:		
Signature: <i>Greta Kickland</i>		Date: 5/11/15



GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD NOMINATION FORM

Return this form to: Greater Nebraska Administrative Entity
550 South 16th Street
Lincoln, NE 68509-1829
seth.fager@nebraska.gov

NOMINEE INFORMATION:	REPRESENTING:	
Name: Denise Pfeifer		
Employer: UTC Aerospace Systems	(Select one; See definitions on back) <input checked="" type="checkbox"/> Business/For Profit Sector* <input type="checkbox"/> Workforce Representative (Indicate organization type): _____ <input type="checkbox"/> Education/Training Entity <input type="checkbox"/> Government, Economic, or Community Development (Indicate entity type): _____	
Job Title: HR Manager		
Work Address: 2800 Division Avenue, York, NE 68467		
Work Phone: 402-362-8228		Work Email: denise.pfeifer@utas.utc.com
FAX #: 860-660-1538		Mobile #: 402-363-4493
Home Address: #3 Luebbe Drive, Waco, NE 68460		
Home Phone: 402-728-5385	Home Email: rp55747@windstream.net	
Current Employment Responsibilities (ATTACH CURRENT RESUME TO THIS FORM): HR manager for manufacturing facility of precision aerospace components. Responsible for typical daily HR activities such as; staffing/recruiting, employee relations, benefits/compensation, and training/development. In addition, part of the York plant site staff overseeing the strategic operations of the facility.		
<input checked="" type="checkbox"/> Optimum Policymaking Authority (check if applicable) <input checked="" type="checkbox"/> Hiring Authority (check if applicable) Describe TYPE OF BUSINESS: Manufacturing Number of Workers Currently Employed: 230		
Professional Experience/Certifications: Leadership York, Leadership Resources - Effective Leadership Development Program, UTC ACE Associate Certification		
Community Activities/Special Interests: Board of Directors for Centennial Public School Teammates Chapter, Waco Community Betterment Organization, Yorkshire Playhouse Friends of the Playhouse		
Signature:	Date: 4-30-15	

Subject: Jill Smith Responses to GNWIB Application Questions.

Do you have Optimum Policymaking Authority? For the site – I review/approve site specific HR related policies.

Do you have Hiring Authority? Yes.

How many workers are currently employed at your facility? Broken Bow: 485 Nebraska: 2500+



GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD NOMINATION FORM

Return this form to: Greater Nebraska Administrative Entity
550 South 16th Street
Lincoln, NE 68509-1829
dylan.wren@nebraska.gov

NOMINEE INFORMATION:		REPRESENTING:
Name: Alicia Fries		(Select one; See definitions on back)
Employer: Allo Communications		
Job Title: Residential Customer Service Manager		<input checked="" type="checkbox"/> Business/For Profit Sector* <input type="checkbox"/> Workforce Representative (Indicate organization type): <u>Community Based Service</u> <u>Organization Serving WIOA</u> <u>Youth</u> <input type="checkbox"/> Education/Training Entity <input type="checkbox"/> Government, Economic, or Community Development (Indicate entity type):
Work Address: 610 Broadway		
Work Phone: 308-633-7811	Work Email: afries@allophone.net	
FAX #:	Mobile #: 308-340-2066	
Home Address: PO Box 122 250 W 16 th St Imperial NE 69033		
Home Phone: 308-340-2066	Home Email: aliciafries@yahoo.com	Primary Contact Preference: <input type="checkbox"/> Work <input type="checkbox"/> Home
Current Employment Responsibilities (ATTACH CURRENT RESUME TO THIS FORM):		
<input type="checkbox"/> X Optimum Policymaking Authority (check if applicable) <input checked="" type="checkbox"/> Hiring Authority (check if applicable) Describe TYPE OF BUSINESS: Number of Workers Currently Employed:		
Telecommunications 15 in the Residential Customer Service Department / 100+ in business		
Professional Experience/Certifications: Almost 15 years in the Telecommunications business		
Community Activities/Special Interests: Coach youth soccer, basketball. Enjoy golf and running.		
Signature:		Date: 5/11/2016



GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD NOMINATION FORM

Return this form to: Greater Nebraska Administrative Entity
550 South 16th Street
Lincoln, NE 68509-1829
seth.fager@nebraska.gov

NOMINEE INFORMATION:		REPRESENTING:
Name: Lisa Wilson		(Select one; See definitions on back) <input checked="" type="checkbox"/> Business/For Profit Sector* <input type="checkbox"/> Workforce Representative (Indicate organization type): _____ <input type="checkbox"/> Education/Training Entity <input type="checkbox"/> Government, Economic, or Community Development (Indicate entity type): _____ Primary Contact Preference: <input checked="" type="checkbox"/> Work <input type="checkbox"/> Home
Employer: Gibbon Packing LLC		
Job Title: Human Resource Manager		
Work Address: 213 E Highway 30, Gibbon, NE 68840		
Work Phone: 308-468-5771	Work Email: lwilson@americanfoodsgroup.com	
FAX #: 308-463-5262	Mobile #: 308-216-1481	
Home Address: 123 Grant Street, St. Paul, NE 68873		
Home Phone: 308-571-0170	Home Email: lisa_strobbe@hotmail.com	
Current Employment Responsibilities (ATTACH CURRENT RESUME TO THIS FORM): See Resume		
<input checked="" type="checkbox"/> Optimum Policymaking Authority (check if applicable) <input checked="" type="checkbox"/> Hiring Authority (check if applicable) Describe TYPE OF BUSINESS: Meat Packing/Slaughter Facility Number of Workers Currently Employed: 554		
Professional Experience/Certifications: PHR, MS HRM		
Community Activities/Special Interests: Volunteer Fire Fighter		
Signature: <i>Lisa Wilson</i>		
		Date: 7-14-15



GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD NOMINATION FORM

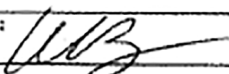
Return this form to: Greater Nebraska Administrative Entity
550 South 16th Street
Lincoln, NE 68509-1829
seth.fager@nebraska.gov

NOMINEE INFORMATION:		REPRESENTING:
Name: Peggy Sandall-Bertrand		(Select one; See definitions on back)
Employer: Advance Services, Inc		<input checked="" type="checkbox"/> Business/For Profit Sector* <input type="checkbox"/> Workforce Representative (Indicate organization type): _____ <input type="checkbox"/> Education/Training Entity <input type="checkbox"/> Government, Economic, or Community Development (Indicate entity type): _____
Job Title: Regional Manager		
Work Address: 118 23 rd Street Suite 500		
Work Phone: 402-562-8700	Work Email: peggyb@asinc.net	
FAX #:	Mobile #: 402-750-2985	
Home Address: PO Box 413 Humphrey NE 68642		
Home Phone: 402-923-0423	Home Email: psandallbertrand@yahoo.com	Primary Contact Preference: <input checked="" type="checkbox"/> Work <input type="checkbox"/> Home
Current Employment Responsibilities (ATTACH CURRENT RESUME TO THIS FORM):		
<input type="checkbox"/> Optimum Policymaking Authority (check if applicable) <input checked="" type="checkbox"/> Hiring Authority (check if applicable) Describe TYPE OF BUSINESS: _____ Number of Workers Currently Employed: 18		
Professional Experience/Certifications: Certified Temporary Staffing Specialist & Certified Personnel Consultant from National Association of Personnel Services		
Community Activities/Special Interests: Girl Scout Troop leader Humphrey NE Girl Scout Council delegate/chair		
Signature:		Date: 5/8/2015



**GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD
NOMINATION FORM**

Return this form to: Greater Nebraska Administrative Entity
550 South 16th Street
Lincoln, NE 68509-1829
seth.fager@nebraska.gov

NOMINEE INFORMATION:		REPRESENTING:
Name: Wayne Brozek		(Select one; See definitions on back)
Employer: 21 st Century Equipment		<input checked="" type="checkbox"/> Business/For Profit Sector*
Job Title: VP Aftermarket Operations		<input type="checkbox"/> Workforce Representative (Indicate organization type):
Work Address: 601 5 th Ave		<input type="checkbox"/> Education/Training Entity
Work Phone: 308-262-5829	Work Email: brozekw@yahoo.com	<input type="checkbox"/> Government, Economic, or Community Development (Indicate entity type):
FAX #:	Mobile #: 308-262-5829	
Home Address: 2990 Country Club Rd, Gering NE 69341		
Home Phone: 308-631-9249	Home Email: brozekw@yahoo.com	Primary Contact Preference: <input checked="" type="checkbox"/> Work <input type="checkbox"/> Home
Current Employment Responsibilities (ATTACH CURRENT RESUME TO THIS FORM):		
<input checked="" type="checkbox"/> Optimum Policymaking Authority (check if applicable) <input checked="" type="checkbox"/> Hiring Authority (check if applicable) Describe TYPE OF BUSINESS: Agriculture Dealership Number of Workers Currently Employed: 350		
Professional Experience/Certifications: Several performance awards and certificates		
Community Activities/Special Interests: Donating time for any community event		
Signature: 		Date: 4-29-15



GREATER NEBRASKA
WORKFORCE DEVELOPMENT BOARD

Nomination Form

Nominee Information

Name: Kim Schumacher
Job Title: HR Manager
Work Phone: 402-563-7739
Fax: 402-563-7701
Home Address: 97 S. Parkway, Columbus, NE 68601
Home Phone: 402-910-8170
Primary Contact Preference Work Home

Employer: Cargill, Inc.
Work Address: 1529 E. 23rd Street,
Columbus, NE 68601
Work Email: kim_schumacher@cargill.com
Mobile #: 402-910-8170
Home Email: nkschumacher@hotmail.com

Current Employment Responsibilities

(Attach current resume to this form): Oversee Human Resource Department at the Columbus, NE Cargill facility (400 employees). Manager compliance, compensation, benefits, training, talent recruitment, and health services.

Check If Applicable:

Optimum Policy Making Authority Hiring Authority
Type of Business: Processed Foods
Number of Workers
Currently Employed: 200

Professional Experience/Certifications: Engineering Technician, Safety Manager, HR Manager – Associates Degree in Medical Terminology.

Community Activities/Special Interests: United Way Board of Directors, Teammates Board of Directors, Past School Board Member at St. Anthony's and Scotus High School, Community Housing Development, STEM Academy Advisory Board

Signature: *Kim Schumacher*

Date: *12-30-16*

Representing

- Business/For Profit Sector
- Workforce Representative
(indicate organization type)
- Education/Training Entity
- Government, Economic, or
Community Development
(indicate entity type)



GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD NOMINATION FORM

Return this form to: Greater Nebraska Administrative Entity
550 South 16th Street
Lincoln, NE 68509-1829
seth.fager@nebraska.gov

NOMINEE INFORMATION:		REPRESENTING:
Name: Christopher A. Callihan		(Select one; See definitions on back)
Employer: IBEW Local 265		<input type="checkbox"/> Business/ForProfitSector* <input checked="" type="checkbox"/> Workforce Representative (Indicate organization type): <u>Labor Union</u>
Job Title: Business Representative		
Work Address: 6200 South 14 th Street		<input type="checkbox"/> Education/Training Entity <input type="checkbox"/> Government, Economic, or Community Development (Indicate entity type): _____
Work Phone: 402-423-4497	Work Email: chriscallihan@ibew265.org	
FAX #: 402-423-4506	Mobile #: 402-875-2430	
Home Address: 819 South 45 th Street, Lincoln NE 68510		
Home Phone: 402-875-2430	Home Email: callihan.royalsfan@gmail.com	Primary Contact Preference: <input checked="" type="checkbox"/> Work <input checked="" type="checkbox"/> Home
Current Employment Responsibilities (ATTACH CURRENT RESUME TO THIS FORM): I talk to electricians and contractors in the electrical construction industry in Nebraska about the benefits of being part of the IBEW. <input checked="" type="checkbox"/> Optimum Policymaking (check if applicable) <input type="checkbox"/> Hiring Authority (check if applicable) Describe TYPE OF BUSINESS: Labor Union Number of Workers Currently Employed: 305		
Professional Experience/Certifications: I went through IBEW/NECA Electrical Apprenticeship Training Program in Lincoln and graduated in May of 2009. I attended and graduated from the Fleming Foods/B & R Stores Management Training Class in 2000.		
Community Activities/Special Interests: I serve on the Lincoln/Lancaster County/United Way Board of Directors, prior to that I was on their Campaign Cabinet for the last 3 years. Working with the veterans group Operation Veterans Encouraging Recovery in Lincoln. We are rewiring a house that was donated to them for veterans trying to get back on their feet. I handle the scheduling and coordinating of the annual NECA/ IBEW Local 265 Charity Golf Tournament. I worked with local electrical contractors, electrical wholesalers and Nebraska Senators to amend the Nebraska Prompt Pay Act in 2012.		
Signature:		Date: 5-7-15



**GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD
NOMINATION FORM**

Return this form to: Greater Nebraska Administrative Entity
550 South 16th Street
Lincoln, NE 68509-1829
seth.fager@nebraska.gov

NOMINEE INFORMATION:		REPRESENTING:
Name: Cristina J. Thout		(Select one; See definitions on back)
Employer: Indian Center, Inc.		<input type="checkbox"/> Business/For Profit Sector*
Job Title: WIOA Program Director		<input checked="" type="checkbox"/> Workforce Representative (Indicate organization type):
Work Address: 1100 Military Road, Lincoln, NE 68508		<input type="checkbox"/> Education/Training Entity
Work Phone: 402-438-5231	Work Email: cjthout@icindn.org	<input type="checkbox"/> Government, Economic, or Community Development (Indicate entity type):
FAX #: 402-438-5236	Mobile #: 402-802-1036	
Home Address: 1811 Mindoro Drive, Lincoln, NE 68506		
Home Phone: 402-440-9818	Home Email: cjthout@gmail.com	Primary Contact Preference: <input checked="" type="checkbox"/> Work <input type="checkbox"/> Home
Current Employment Responsibilities (ATTACH CURRENT RESUME TO THIS FORM): Client intake; WIOA program budget; grant writing; administrative		
<input type="checkbox"/> Optimum Policymaking Authority (check if applicable) <input type="checkbox"/> Hiring Authority (check if applicable) Describe TYPE OF BUSINESS: _____ Number of Workers Currently Employed: _____		
Professional Experience/Certifications: Teaching, advising, program coordinating, event planning, BA, M.A.		
Community Activities/Special Interests:		
Signature:		Date: 8/21/15



**GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD
NOMINATION FORM**

Return this form to: Greater Nebraska Administrative Entity
550 South 16th Street
Lincoln, NE 68509-1829
seth.fager@nebraska.gov

NOMINEE INFORMATION:		REPRESENTING:
Name: Gary Kelly		(Select one; See definitions on back)
Employer: Thompson Specialty Services		<input type="checkbox"/> Business/For Profit Sector*
Job Title: Manager		<input checked="" type="checkbox"/> Workforce Representative (Indicate organization type):
Work Address: 4520 F Street, Omaha, Ne. 68117		<u>Labor Organization</u>
Work Phone: 402-891-9480	Work Email: gkelly@tee-corp.com	<input type="checkbox"/> Education/Training Entity
FAX #: 402-891-9463	Mobile #: 402-676-2671	<input type="checkbox"/> Government, Economic, or Community Development (Indicate entity type):
Home Address: 1520 N. 209 th Street, Elkhorn, Ne. 68022		
Home Phone: -	Home Email: -	Primary Contact Preference: <input checked="" type="checkbox"/> Work <input type="checkbox"/> Home
Current Employment Responsibilities (ATTACH CURRENT RESUME TO THIS FORM): I'm currently the division manager for Thompson Specialty Services. We perform infrared thermal imaging inspections, hazard risk assessments, energy efficiency studies, and service work. I manage the department and have optimum policymaking authority and hiring authority.		
<input checked="" type="checkbox"/> Optimum Policymaking Authority (check if applicable) <input checked="" type="checkbox"/> Hiring Authority (check if applicable) Describe TYPE OF BUSINESS: Electrical Contractor Number of Workers Currently Employed: 300		
Professional Experience/Certifications: Licensed journeyman electrician in the states of Nebraska (6747), and Iowa (EL-049582-JA). I'm also a certified Thermographer (81794) for performing infrared thermal imaging inspections.		
Community Activities/Special Interests: I have served on many community boards and committees including the United Way of the Midlands, and I was recently re-appointed by Governor Ricketts as a member of the Judicial Nominating Commission.		
Signature:		Date: 4/16/2015



GREATER NEBRASKA
WORKFORCE DEVELOPMENT BOARD

Nomination Form

Nominee Information

Name: Dr. Matt Gotschall Employer: Central Community College

Job Title: Columbus Campus President/Area Division VP Work Address: 4500 63rd St, PO Box 1027, Columbus, NE 68601

Work Phone: 402-562-1211 Work Email: mgotschall@cccneb.edu

Fax: 402-562-1211 Mobile #: 402-910-6663

Home Address: 8760 40th Ave, Columbus, NE 68601

Home Phone: 402-564-3656 Home Email: gotschallm@hotmail.com

Primary Contact Preference Work Home

Representing

- Business/For Profit Sector
- Workforce Representative (indicate organization type)
- Education/Training Entity
- Government, Economic, or Community Development (indicate entity type)

Current Employment Responsibilities

Under guidance of the College President, lead Columbus campus and area divisions of Academic Education, Extended Learning Services and Training & Workforce Development. This includes, adult education, foundations education, transfer education, Early College, customized training and continuing education. (Resume Attached)

Check If Applicable:

- Optimum Policy Making Authority Hiring Authority
- Type of Business: Post-secondary Education Number of Workers
- Currently Employed: Approx. 180 FTE campus, 240 FTE Area wide

Professional Experience/Certifications: Served on local, state and national boards and committees requiring partnering with government, business, non-profit and education. Managed fiscal grants and loans from private foundations, local, state and national sources. Doctor of Philosophy in Higher Education Administration, Curriculum and Leadership. Most recent project has been supporting Columbus Works project, a program involving the Nebraska Departments of Labor, Education and Economic Development in addition to Cargill, Inc, Platte Valley Literacy Association and Central Community College.

Community Activities/Special Interests: Columbus Area Chamber of Commerce, Nebraska Community Foundation, Rural community development, Leadership Development and Inclusion Activities for young adults.

Signature: *Matt Gotschall*

Date: 9/23/16



GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD NOMINATION FORM

Return this form to: Greater Nebraska Administrative Entity
550 South 16th Street
Lincoln, NE 68509-1829
seth.fager@nebraska.gov

NOMINEE INFORMATION:		REPRESENTING:
Name: Elaine Anderson		(Select one; See definitions on back)
Employer: State of Nebraska - Department of Education		<input type="checkbox"/> Business/For Profit Sector*
Job Title: Office Director		<input type="checkbox"/> Workforce Representative (Indicate organization type):
Work Address: 316 W 60 th Street, STE 400, Kearney NE 68845-1504		<input type="checkbox"/> Education/Training Entity
Work Phone: 308-865-5011	Work Email: elaine.anderson@nebraska.gov	<input checked="" type="checkbox"/> Government, Economic, or Community Development (Indicate entity type):
FAX #: 308-865-5348	Mobile #: 308-224-0590	Title I of the Rehabilitation Act of 1973
Home Address: 101 Cedar Street, Kearney NE 68845		Primary Contact Preference:
Home Phone: 308-627-9305	Home Email: eanders1@charter.net	<input checked="" type="checkbox"/> Work <input type="checkbox"/> Home
Current Employment Responsibilities (ATTACH CURRENT RESUME TO THIS FORM):		
<input type="checkbox"/> Optimum Policymaking Authority (check if applicable) <input checked="" type="checkbox"/> Hiring Authority (check if applicable) Describe TYPE OF BUSINESS: State Government/Employment Agency for Disabled Number of Workers Currently Employed: 10		
Professional Experience/Certifications: Experience working with the employment field for people with disabilities, supervision, budget, policy and compliance. Serve on Chamber of Commerce, knowledge of current employment trends. Experience in human services with knowledge of issues surrounding poverty, housing, health, human services programs, eligibility and community resources. Family business for 20+ years. Currently attending Emporia State University for Masters Degree in Vocational Rehabilitation.		
Community Activities/Special Interests: Chamber of Commerce, Church affiliation, Art, Public School interest		
Signature: <i>Elaine Anderson</i>		Date: 5/5/2015



GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD NOMINATION FORM

Return this form to: Greater Nebraska Administrative Entity
550 South 16th Street
Lincoln, NE 68509-1829
seth.fager@nebraska.gov

NOMINEE INFORMATION:		REPRESENTING:
Name: Kelsey Miller		(Select one; See definitions on back)
Employer: Nebraska Department of Labor		<input type="checkbox"/> Business For Profit Sector ^a
Job Title: Regional Manager		<input type="checkbox"/> Workforce Representative (Indicate organization type):
Work Address: 306 E. 6 th Street, North Platte, NE 69101		<input type="checkbox"/> Education/Training Entity
Work Phone: 308-535-8340	Work Email: kelsey.miller@nebraska.gov	<input checked="" type="checkbox"/> Government, Economic, or Community Development (Indicate entity type):
FAX #: 308-535-8085	Mobile #:	<u>Wagner-Peyser</u>
Home Address: 508 W. 8 th Street, North Platte, NE 69101		Primary Contact Preference: <input checked="" type="checkbox"/> Work <input type="checkbox"/> Home
Home Phone: 308-530-7425	Home Email: kelsey_ksu@hotmail.com	
Current Employment Responsibilities (ATTACH CURRENT RESUME TO THIS FORM): Supervise employees, maintain partnerships with local growth organizations and schools, maintain public labor exchange. See attached resume.		
<input type="checkbox"/> Optimum Policymaking Authority (check if applicable) <input checked="" type="checkbox"/> Hiring Authority (check if applicable) Describe TYPE OF BUSINESS: Employment and Training Number of Workers Currently Employed: 5		
Professional Experience/Certifications: Employed in current position since 2012. Been at NDOL since 2009.		
Community Activities/Special Interests: Mentor with Community Connections. Chamber Membership Committee member. Community 308 group member		
Signature: <u>Kelsey Miller</u>		Date: <u>4/13/15</u>



GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD NOMINATION FORM

Return this form to: Greater Nebraska Administrative Entity
550 South 16th Street
Lincoln, NE 68509-1829
seth.fager@nebraska.gov

NOMINEE INFORMATION:		REPRESENTING:
Name: Dan Mauk		(Select one; See definitions on back)
Employer: North Platte Area Chamber of Commerce & Development Corporation		<input type="checkbox"/> Business/For Profit Sector* <input type="checkbox"/> Workforce Representative (Indicate organization type): _____ <input type="checkbox"/> Education/Training Entity <input checked="" type="checkbox"/> Government, Economic, or Community Development (Indicate entity type): <u>Economic Development</u>
Job Title: President / CEO		
Work Address: 502 South Dewey Street, North Platte, NE 69101		
Work Phone: 308-532-4966	Work Email: Dan@nparea.com	
FAX #: 308-532-4827	Mobile #: 308-539-7447	
Home Address: 3016 W. 4 th Street, North Platte, NE 69101		
Home Phone: 308-539-7447	Home Email: dan.mauk,ne@gmail.com	
Current Employment Responsibilities (ATTACH CURRENT RESUME TO THIS FORM): Business association and economic development corporation manager		Primary Contact Preference: <input checked="" type="checkbox"/> Work <input type="checkbox"/> Home
<input checked="" type="checkbox"/> Optimum Policymaking Authority (check if applicable) <input checked="" type="checkbox"/> Hiring Authority (check if applicable) Describe TYPE OF BUSINESS: Business association and economic development corporation manage Number of Workers Currently Employed: 5		
Professional Experience/Certifications: see attached		
Community Activities/Special Interests: see attached		
Signature:		Date: 4/20/2015



**GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD
NOMINATION FORM**

Return this form to: Greater Nebraska Administrative Entity
550 South 16th Street
Lincoln, NE 68509-1829
seth.fager@nebraska.gov

NOMINEE INFORMATION:		REPRESENTING:
Name: Roy Lamb II		(Select one; See definitions on back)
Employer: Lincoln Electrical JATC		<input type="checkbox"/> Business/For Profit Sector*
Job Title: Training Director		<input type="checkbox"/> Workforce Representative (Indicate organization type):
Work Address: 6200 S 14 th St		_____
Work Phone: 402-423-4519	Work Email: jatc@ibew265.org	<input checked="" type="checkbox"/> Education/Training Entity
FAX #: 402-423-4506	Mobile #: 402-770-6863	<input type="checkbox"/> Government, Economic, or Community Development (Indicate entity type):
Home Address: .		_____
Home Phone:	Home Email:	Primary Contact Preference: <input checked="" type="checkbox"/> Work <input type="checkbox"/> Home
Current Employment Responsibilities (ATTACH CURRENT RESUME TO THIS FORM):		
<input checked="" type="checkbox"/> Optimum Policymaking (check if applicable) <input type="checkbox"/> Hiring Authority (check if applicable)		
Describe TYPE OF BUSINESS: Electrical Apprenticeship & Journeyman training		Number of Workers Currently Employed: 300
Professional Experience/Certifications: Have been training director since January 2000, completed 5-year electrical apprenticeship in 1996. Hold a State of Nebraska and City of Lincoln Journeymans electrician licenses. Completed 4-year instructor training program sponsored by the National Joint Apprenticeship & Training Committee in 2011. Have taught several Journeyman and apprentice training courses including Fire Alarm, Electrical Safety and National Electrical Code update just to name a few.		
Community Activities/Special Interests: Participate in several outreach and mission events through my church. Contest coordinator for the Skills USA Nebraska Electrical Construction Wiring contest since 2004. On the planning board for the new Lincoln Public Schools Career Academy. Chairman of the NE/SW Iowa Apprentice Advisory Council.		
Signature:		Date: 4/8/2015

Attachment 8

Lead Local Board Standing Committees

INSTRUCTIONS:

Complete a table for each standing committee of the Lead Local Board, the formation and activities of which must comply with WIOA Sec. 107(b)(4). Also, provide a description of the roles and responsibilities of each standing committee.

Greater Nebraska Workforce Development Board – Executive Committee Membership

	First Name	Last Name
1	Chris	Callihan
2	Roy	Lamb II
3	Kelsey	Miller
4	Denise	Pfeifer
5	Jill	Smith
6	Stacey	Weaver
7	Lisa	Wilson

* Chair of the Executive Committee, Lisa Wilson ** Vice Chair of the Executive Committee, Jill Smith

Greater Nebraska Workforce Development Board – Executive Committee Roles and Responsibilities

The Executive Committee shall have the authority to act on behalf of the GNWDB on issues that require action to develop or implement the local plan between scheduled Board meetings, and may exercise such other powers and perform such other duties or functions as may be authorized by majority vote of the Board. The Executive Committee, as a public body, is subject to Nebraska’s Open Meetings Act.

Greater Nebraska Workforce Development Board – Strategic Planning Committee Membership

	First Name	Last Name
1	Chris	Callihan
2	Cristina	Thaut
3	Roy	Lamb II
4	Dan	Mauk
5	Denise	Pfeifer
6	Elaine	Anderson
7	Peggy	Sandall- Bertrand

* Chair of the Strategic Planning Committee, Chris Callihan

Greater Nebraska Workforce Development Board – Strategic Planning Committee Roles and Responsibilities

- Employer Engagement
- Sector Strategies
- Developing Career Pathways
- Grant Development
- Financial Monitoring
- Board Bylaws
- Regional Planning

Greater Nebraska Workforce Development Board – System Coordination Committee Membership

	First Name	Last Name
1	Stacey	Weaver
2	Gary	Kelly
3	Greta	Kickland
4	Kelsey	Miller
5	Charlene	Lant
6	Wayne	Brozek
7	Ann	Chambers
8	Alicia	Fries

* Chair of the System Coordination Committee, Stacey Weaver

Greater Nebraska Workforce Development Board – System Coordination Committee Roles and Responsibilities

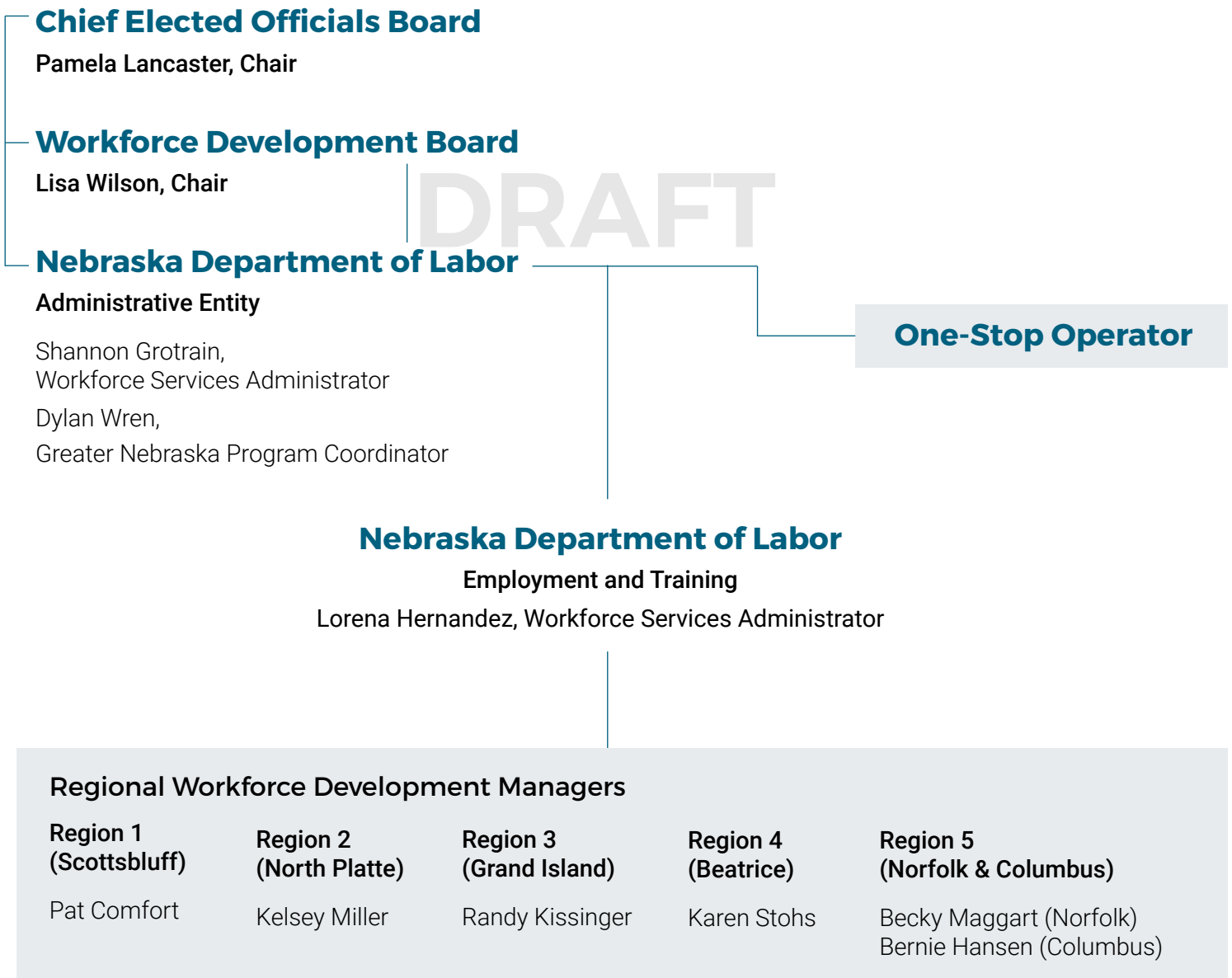
- Performance
- One-Stop System
- Youth Program
- Accessibility, Equal Opportunity, Nondiscrimination
- Policy Alignment
- Local Plan

Attachment 9

Lead Local Area Organizational Chart

INSTRUCTIONS:

Provide an organizational chart that illustrates staffing in the local area from the Grantee level through the level of program manager(s).



Attachment 10

List of Required and Optional One-Stop Partners

INSTRUCTIONS:

Provide a list of the required and optional one-stop partners in the lead local board's local area, including each partner's:

- Agency name;
- Program name;
- Physical address;
- Phone; and
- The name and title of the individual responsible for negotiation of the MOU with the local board and CEO.

Workforce Development Activities Delivered by Nebraska's Core Programs	Agency	Negotiator	Negotiator Contact Information	Authorized Signatory	Agency Address
Adult, Dislocated Worker, and Youth Programs (WIOA Title I)	Nebraska Department of Labor	Shannon Grotrian, Workforce Services Administrator	402-471-9897 Shannon.Grotrian@nebraska.gov	Joan Modrell	550 S 16th St. Lincoln, NE 68508
Jobs for Veterans' State Grants (JVSG) (38 USC Chapter 41)	Nebraska Department of Labor	Lorena Hernandez, Workforce Services Administrator	402-471-9781 lorena.hernandez@nebraska.gov	Joan Modrell	550 S 16th St. Lincoln, NE 68508
"Wagner-Peyser Employment Services (WIOA Title III)"	Nebraska Department of Labor	Lorena Hernandez, Workforce Services Administrator	402-471-9781 lorena.hernandez@nebraska.gov	Joan Modrell	550 S 16th St. Lincoln, NE 68508

Workforce Development Activities Delivered by Nebraska's Core Programs					
Programs	Agency	Negotiator	Negotiator Contact Information	Authorized Signatory	Agency Address
Trade Adjustment Assistance (TAA) (Neb. Rev. Stat. § 48-617)	Nebraska Department of Labor	Lorena Hernandez, Workforce Services Administrator	402-471-9781 lorena.hernandez@nebraska.gov	Joan Modrell	550 S 16th St. Lincoln, NE 68508
Unemployment Insurance (UI) (Neb. Rev. Stat. 48-617)	Nebraska Department of Labor	Evan Littrell, Unemployment Insurance Benefits Administrator	402-471-2547 evan.littrell@nebraska.gov	John Albin	550 S 16th St. Lincoln, NE 68508
Adult Basic Education & Adult Secondary Education (WIOA Title II)	Nebraska Department of Education/ Central Community College	Tate Lauer, Adult Education Director	402-471-4807 tate.lauer@nebraska.gov	Tate Lauer	3134 West Highway 34 Grand Island, NE 68802
Vocational Rehabilitation (WIOA Title IV)	Nebraska VR	Mark Schulz, Deputy Commissioner/ Director	402-471-3231 Mark.Schultz@nebraska.gov	Mark Schulz	3901 N 27th St, Ste 6 Lincoln, NE 68521
Commission for the Blind & Visually Impaired (WIOA Title IV)	Nebraska Commission for the Blind and Visually Impaired	Pearl Van Zandt, Connie Daly, Executive Director	402-471-8100 Pearl.VanZandt@nebraska.gov	Pearl Van Zandt, Executive Director	4600 Valley Road, Ste 100 Lincoln, NE 68510
Senior Community Service Employment Program (SCSEP) (Older Americans Act, Title V)	Department of Health and Human Services	Madhavi Bhadbhade - DHHS, Patricia Wilkins, Program Coordinator	402-471-2309 Madhavi.Bhabbhade@nebraska.gov	Grace Powers, President	PO Box 95026 Lincoln, NE 68509

Workforce Development Activities Delivered by Nebraska's Core Programs					
Programs	Agency	Negotiator	Negotiator Contact Information	Authorized Signatory	Agency Address
Temporary Assistance for Needy Families (TANF) (Social Security Act, Title IV, Part A)	TANF (Temporary Assistance for Needy Families) Children and Family Services	Doug Weinberg/ Teri Chasten Director	(402) 471-1757 Doug.Weinberg@nebraska.gov	Doug Weinberg	301 Centennial Mall South Lincoln, Ne 68509
Job Corps (38 USC Chapter 41)	Pine Ridge Job Corps Civilian Conservation Center	Tammy Calamari, Director	308-432-3316 tcalamari@fsfd.us	Tammy Calamari	15710 Highway 385 Chadron, NE 69337
Migrant and Seasonal Farmworker Programs (WIOA Title ID)	Proetus, Inc	Susan Billups Rabick, Regional Director	855-458-3421 susanb@proteusinc.net	Jesus Soto, CEO	3830 Vermaas Place, Ste. A Lincoln, NE 68502
Native American Programs (WIOA Title ID)	Indian Center, Inc	Cristi Thaut, Executive Director	402-438-5231 Ext. 102 cthaut@icindn.org	TBA	1100 Military Rd. Lincoln, NE 68508
Career and Technical Education Programs at the Postsecondary Level (Carl D. Perkins Career and Technical Education Act of 2006)	Nebraska Department of Education/ Central Community College	Rich Katt, State Director	402-471-4808 Rich.Katt@nebraska.gov	TBA	301 Centennial Mall Ste. 6 Lincoln, NE 68508
Employment and Training Activities Carried Out Under the Community Services Block Grant (42 USC § 9901 et seq.)	Central Nebraska Community Action Partnership, Inc	Cheryl Holcomb	308-385-5601		2525 W Lincoln Hwy Grand Island, NE 68803

Workforce Development Activities Delivered by Nebraska's Core Programs					
	Agency	Negotiator	Negotiator Contact Information	Authorized Signatory	Agency Address
Second Change Act (ex-offender) programs	Not in GN				
Employment and training activities carried out by the Department of Housing and Urban Development	Not in GN				

Also, provide a list of the AJC(s) located in any other local area that is part of the local area's region, including:

- Agency name;
- Physical address;
- Phone; and
- The name and title of the one-stop operator for the AJC(s).

None

Attachment 11

Memorandums of Understanding

INSTRUCTIONS:

Provide fully-executed copies of all MOUs with required and optional one-stop partners, which must comply with the requirements of NDOL's policy on MOUs and funding on one-stop operations.

MEMORANDUM OF UNDERSTANDING

Between

**THE GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
CENTRAL COMMUNITY COLLEGE**

ABE / GED / Postsecondary Vocational Education Services

THIS MEMORANDUM OF UNDERSTANDING is entered into on July 1, 2017 between the Greater Nebraska Workforce Development Board (GNWDB), the Greater Nebraska Chief Elected Officials Board (GNCEOB), and **Central Community College** (PARTNER), for Adult Basic Education (ABE), General Education Development (GED) and postsecondary vocational education services in the **Grand Island American Job Center** (AJC).

WHEREAS, the parties desire to build an integrated service delivery system in the Greater Nebraska Workforce Development Area (88 Nebraska counties – except Douglas, Lancaster, Sarpy, Saunders, and Washington) pursuant to the provisions of the Workforce Innovation & Opportunity Act of 2014 (WIOA); and

WHEREAS, PARTNER is engaged in workforce development activities in the Greater Nebraska Workforce Development Area; and

WHEREAS, the parties desire to determine, negotiate and allocate the services and costs of funding those services at the AJC.

NOW, THEREFORE, the parties agree as follows:

I- Purpose of MOU

- A. **Workforce Design.** The Greater Nebraska Workforce Development Area is a member of the AJC network which includes six core programs: Title I Adult, Dislocated Worker, and Youth programs; the Title II Adult Education and Family Literacy Act (AEFLA) program; the Employment Service (ES) program (authorized under the Wagner-Peyser Act, as amended by Title III of WIOA), and the Vocational Rehabilitation (VR) program (authorized under Title I of the Rehabilitation Act of 1973, as amended by Title IV of WIOA). The AJC network also includes other required and additional partners identified in WIOA. Through the AJCs, these partner programs and their direct service providers ensure businesses and all job seekers—a shared client base across the multiple programs—have access to information and services that lead to positive educational and employment outcomes. Under WIOA, AJCs and partner staff strive to:

1. Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families;
 2. Provide access and opportunities to job seekers, including individuals with barriers to employment, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;
 3. Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.
 4. Participate in rigorous evaluations that support continuous improvement of AJCs by identifying which strategies work better for different populations; and
 5. Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.
- B. The local workforce delivery system includes a comprehensive AJC in Grand Island and ten (10) affiliated AJC sites located in: Alliance, Beatrice, Columbus, Kearney, Lexington, Nebraska City, Norfolk, North Platte, Scottsbluff, and York.
- C. Partner Responsibilities & Expectations. The one-stop partners of this MOU agree to participate in joint planning, plan development, and modification of activities to accomplish the following:
1. Accessibility of the partner’s applicable service(s) to customers through the one-stop delivery system.
 2. Participation in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
 3. All partners and staff are adequately cross-trained as a result of their participation in capacity building and staff development activities.
 4. Continuous partnership building; requiring inclusiveness of all partners involved.
 5. Continuous planning in response to state and federal requirements.
 6. Responsiveness to local and economic conditions, including employer needs.
 7. Meet common data collection and reporting needs.
 8. Involvement in special grant and/or pilot projects that impact a partner’s shared staffing resources.
 9. Co-branding and System Affiliation – Each one-stop delivery system partner will include “a proud partner of the AJC network” on any joint products, programs, activities, services, facilities, and materials used by the combined partnership of the one-stop system.

DRAFT

- D. Greater Nebraska must have at least one comprehensive AJC that provides universal access to the full range of employment services, training and education, employer assistance, etc. In other words, a comprehensive AJC is a physical location where job seekers and employers have access to the programs, services, and activities of all the required AJC partners.
- E. For a service to be deemed “accessible,” a partner must provide access to that service through at least one of the following methods:
1. Co-location – Program staff from the partner are physically present at the AJC.
 2. Cross information sharing / Customer Referral – AJC staff are trained to provide information about all programs, services, and activities that may be available to the customer through the partner organization and can make referrals.
 3. Direct access through real-time technology – Access through two-way communication and interaction between clients and the partner that results in services being provided. Examples may include the following:
 - a. Identification of a single point of contact for service delivery at the partner’s program.
 - b. Email or instant messaging.
 - c. Facilitating phone calls between partner agency staff and clients.
 - d. Live chat via Skype or FaceTime.
 - e. Establishment of an Internet portal linking all of the partners
- F. Role of the One-stop Operator. Through the AJC, the one-stop operator is responsible for carrying out the activities described below:
1. Facilitates integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the AJC.
 2. Develops and implements operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings.
 3. Facilitates the implementation of the “common intake” and communication tool to; integrate partner program services, increase co-enrollments across programs and eliminate duplication of services.
 4. Organizes and integrates AJC services by function (rather than by program), when permitted by a program’s authorizing statute and, as appropriate, through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having AJC staff who perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams).
 5. Create a model of service integration that focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program.

6. Facilitate the integrated Greater Nebraska AJC sites by ensuring;
 - a. Center staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.
 - b. Center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs' services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.
 - c. Center staff are routinely trained so they are keenly aware as to how their particular work function supports and contributes to the overall vision of the Local WDB, as well as within the AJC network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

II – Vision Statement

To deliver local coordinated, proactive, responsive and adaptable services for jobseekers and employers to maximize opportunities for earning, learning, and living.

III - Integrated Service Delivery Activities

- A. The parties to this MOU agree to conduct the following activities:
 1. Jointly promote the further integration of programs through joint planning at the state, regional, and local levels;
 2. Coordinate resources and programs for a more streamlined and efficient workforce development system;
 3. Promote information-sharing and the coordination of activities to improve the performance of the AJC through the development and implementation of an MOU;
 4. Identify barriers to coordination;
 5. Promote the development and implementation of a more unified system of measuring program performance and accountability;
 6. Promote, when feasible, the development of a more common data system to track client progress; and
 7. Promote any other activities which will lead to establishment of an efficient and effective workforce development program.
- B. The Nebraska Department of Labor (NDOL) is the Administrative Entity for the Greater Nebraska Workforce Development Area. NDOL shall have oversight responsibility, which includes coordination with a facility manager where appropriate, for office management design, and daily operational issues. PARTNER shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

IV - General Provisions

It is understood that PARTNER should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time PARTNER is unable to perform its functions under this MOU consistent with PARTNER's statutory and regulatory mandates, PARTNER shall immediately provide written notice to the GNWDB through NDOL to establish a date for mutual resolution of the conflict.

V - PARTNER Cost Allocation and Description of Services and/or Program Activities

The parties agree to the following cost allocations, services, and/or program activities:

- A. SITE LOCATION. [to be determined]
- B. INTEGRATION OF SERVICES. Under WIOA, there are three (3) types of career services: basic, individualized, and follow-up. [WIOA Sec. 134(c)(2); 20 CFR § 678.430]

PARTNER agrees to integrate services provided under the WIOA as a single service delivery system. Services and/or program activities to be provided are generally identified as:

- 1. Required Basic Career Services. Basic career services must be made available to each individual accessing an AJC and must be made available otherwise through the local workforce delivery system. Basic career services must also be made available to local employers.

The following table lists the basic career services that must be provided. [20 CFR §678.430(a)]

In addition to the basic career services, TANF agencies must identify all other employment services and related support services being provided by the TANF program in the local area that qualify as career services and ensure access to those services through the local workforce delivery system.

REQUIRED BASIC CAREER SERVICES	
1.	Eligibility determination for WIOA Title IB Adult, Dislocated Worker, and Youth programs
2.	Outreach, intake (including profiling), and orientation to information and other services available through the local workforce delivery system, including: <ul style="list-style-type: none"> a. an opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to an application web site
3.	Initial assessment of skill levels including literacy, numeracy, and English-language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs
4.	Labor exchange services, including: <ul style="list-style-type: none"> a. job search and placement assistance and career counseling (when needed by an individual), including provision of information on in-demand industry sectors and occupations and nontraditional employment; b. appropriate recruitment and other business services on behalf of employers, including labor market information and referrals to specialized business services other than those traditionally offered through the local workforce delivery system; and c. development of on-the-job training contracts and employer job development for unsubsidized placements
5.	Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce delivery system and, when appropriate, other workforce development programs

REQUIRED BASIC CAREER SERVICES	
6.	Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: <ol style="list-style-type: none"> job vacancy listings in labor market areas; information on job skills necessary to obtain the vacant jobs listed; and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those occupations
7.	Provision of performance information and program cost information on Eligible Training Providers by program and type of providers
8.	Provision of information, in usable and understandable formats and languages, relating to how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce delivery system
9.	Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: <ol style="list-style-type: none"> child care; child support; medical or child health assistance available through Nebraska’s Medicaid program and Children’s Health Insurance Program; benefits under SNAP; and assistance through the earned income tax credit; and assistance under Nebraska’s TANF program and other supportive services and transportation provided through TANF
10.	Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation
11.	Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA

- Individualized Career Services. Individualized career services are tailored to each program participant to best meet the individual’s needs, if determined appropriate in order for an individual to obtain or retain employment, and must be made available through the local workforce delivery system.

The following table lists the individualized career services that must be made available. [20 CFR § 678.430(b)]

INDIVIDUALIZED CAREER SERVICES	
1.	Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include: <ol style="list-style-type: none"> diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
2.	Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information on and access to the Eligible Training Provider List
3.	Group counseling
4.	Individual counseling
5.	Career planning
6.	Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training

INDIVIDUALIZED CAREER SERVICES
7. Internships and work experiences that are linked to careers
8. Workforce preparation activities
9. Financial literacy services
10. Out-of-area job search assistance and relocation assistance
11. English-language acquisition programs and integrated education and training programs [20 CFR § 678.430: If any one-stop partner or service provider receives funds directly or indirectly from U.S. Department of Health and Human Services or other Federal agencies, it is required under Title VI of the Civil Rights Act of 1964 and its implementing regulations, to take reasonable steps to ensure meaningful access to its programs by persons with limited English proficiency. Title VI also prohibits Federal grant recipients from utilizing methods of administration that have the effect of discriminating against persons based on their race, color, or national origin. In some cases, a provider's failure to provide language assistance to linguistically or culturally diverse populations could be a violation of Title VI. However, the Title VI requirement to take reasonable steps to ensure meaningful access <u>does not mean</u> that jurisdictions are required to provide universal ESL training. While individual jurisdictions may need to provide ESL training and testing to TANF family members in some cases, universal ESL training is not a statutorily mandated requirement.]

3. Follow-up Career Services.

FOLLOW-UP CAREER SERVICES
Follow-up services <u>must</u> be provided for up to twelve (12) months <u>after</u> an individual's first day of employment, as appropriate.
Follow-up career services include counseling regarding the workplace for participants in Adult or Dislocated Worker programs who are placed in unsubsidized employment

4. Other services to be provided by PARTNER: [to be determined]

C. OPERATIONAL COSTS.

1. Co-Location. [to be determined].

2. Funding Source. The funding source that will provide the financial support for PARTNER's participation is: to be determined.

3. Special Conditions. [to be determined].

D. STAFFING. PARTNER intends to allocate [to be determined] staffing under this MOU.

E. COMMON INTAKE, INFORMATION EXCHANGE SYSTEMS, AND METHODS OF REFERRAL.

1. Common Intake. [to be determined]

2. Information Exchange Systems. [to be determined]

3. Referral Process. [to be determined]

VI - Performance Criteria

It is agreed that parties to this MOU will strive to achieve the goals of the WIOA State and Local Plans and the following standards of quality service for its customers, employees and other participating partners:

- A. PARTNER will deliver high quality services through the AJC delivery system.
- B. All customers will receive prompt and courteous service, and appropriate services, education, and training that will help them reach their employment goals.

VII - Cost Sharing and Resource Sharing

[to be determined]

VIII - Complaint and Grievance Procedures

PARTNER will have a policy and procedure to handle complaints and grievances specific to services provided by PARTNER. Complaints and grievances specific to the AJC may be resolved with the GNWDB’s Administrative Entity (NDOL) or may be processed in accordance with the GNWDB policy on complaints of discrimination or the policy on non-criminal complaints and grievances.

IX - MOU Approval

The undersigned participating PARTNER binds itself to the faithful performance of this MOU.

X - Restriction on Use of Funds

Unless specifically allowed or required by federal or state law or mandates, no funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office, nor shall they be used to provide services to or the employment of or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this MOU with:

- A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
- B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

XI - Risk of Loss

- A. If PARTNER is a state agency, it is self-insured.
- B. If PARTNER is not a state agency, it shall be responsible for any loss due to theft, misappropriation and the actions of its contractors, agents and employees. The other PARTNERS shall not be responsible for loss or damage to property owned by a PARTNER unless such loss or damage was due to the actions of the other PARTNER. Office furniture and appurtenances purchased with WIOA funds are the property of the AJC.

XII - Term of MOU

- A. This MOU is effective July 1, 2017 through June 30, 2020.
- B. Any amendment or extension to this MOU shall be in writing and signed by all parties.

- C. This MOU shall terminate with regard to PARTNER upon the occurrence of any or all of the following:
1. Exhaustion of designated fund.
 2. Upon thirty days' written notice by any party to the others.
 3. Should this MOU be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. This MOU shall be reviewed annually.
- E. Costs under this MOU shall be renegotiated annually.

XIII - Assignability

The parties shall not assign, transfer, or convey any right, title, or interest of this MOU.

XIV - EEO / ADA / Drug Free Workplace Provisions

PARTNER acknowledges that its activities pursuant to this MOU must be in compliance with civil rights laws and statutes, and any implementing regulations, and makes the following assurances:

- A. Warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, religion, sex, national origin, age, or status as a qualified person with a disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which any contractor receives federal financial assistance.
- B. PARTNER and any of its subcontractors with respect to any services performed under this MOU shall not discriminate against any employee or applicant for employment, to be employed in the performance of this MOU, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
- C. PARTNER shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

XV - Statement of Confidentiality of Program Information

- A. To safeguard information exchanged via this MOU:
1. Each PARTNER, their employees and agents, are required to review and follow applicable laws, regulations and policies relating to program-specific information as it applies to confidentiality of information with respect to any use or redisclosure of information provided to them through this MOU.
 2. Access to the information provided by this MOU will be restricted only to authorized employees and agents of PARTNERS.
 3. Information provided by this MOU will be processed under the immediate supervision and control of

authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.

4. Each PARTNER, and its employees and agents, agree to hold all information received in a confidential manner in accordance with all applicable laws and regulations respecting the same.
5. Any records created from information provided by this MOU will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
6. Unauthorized release or use of this information shall be cause for immediate termination of this MOU.

B. To ensure confidentiality, each PARTNER, and its employees and agents, agree to:

1. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means. Therefore, the parties agree to:
 - a. Sign off of or password protect computers when they are not in use,
 - b. Encrypt or password-protect confidential or sensitive files, and
 - c. Store all PC diskettes or other media holding the exchanged information which contain confidential or sensitive information under lock and key.
2. Ensure that only authorized persons will have access to exchanged information.
3. Instruct that all personnel with access to the exchanged information provided by this MOU are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.
4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

XVI - Conflict of Interest

No officer, employee, or agent who has or will participate in the selection, the award, or the administration of this MOU may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to the MOU. Upon written request, exceptions may be granted upon a case-by-case basis. These exceptions are granted by the GNWDB.

XVII - Entire MOU

This MOU contains the entire agreement of the parties. No representations were made or relied upon by any party hereto other than those that are expressly set forth herein.

XVIII - Applicable Law

Parties to this MOU shall conform with all existing and applicable city and county ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Parties to this MOU shall conform with all state and local WIOA policies. Nebraska law will govern the terms and performance under this MOU.

XIX - Public Record Statement

This document is a public record.

XX - Debarment, Suspension or Declared Ineligible

PARTNER certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is PARTNER’s affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. PARTNER acknowledges that suspension or debarment is cause for termination.

XXI - Staffing

This MOU does not create an employment relationship or establish other employment-related rights. PARTNER shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the GNWDB’s ability to provide other essential services. PARTNER will indemnify and hold harmless the other parties for any injury PARTNER or PARTNER’s employees suffer in the performance of this MOU.

XXII - WIOA Assurances

See *Attachment #1*.

XXIII – Point of Contact

A. The following individuals are designated to be the Point of Contact (POC) for the parties:

For NDOL:

Shannon Grotrian, E&T Administrator 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-9897 Email: shannon.grotrian@nebraska.gov
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For PARTNER:

Dr. Greg Smith, President 3134 West Highway 34 PO Box 4903 Grand Island, NE 68802	Phone: (308) 398-4222 Phone: (308) 398-7399 Email: gpsmith@cccneb.edu
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B. POC’s do not have the authority to amend, extend or otherwise change this Agreement, unless the POC is also the signatory to the Agreement.

XXIV – Auditor of Public Accounts

PARTNER understands and acknowledges that the records it provides to NDOL may be subject to an examination by the Auditor of Public Accounts in accordance with *Neb. Rev. Stat.* §84-305 including, but not limited to, books, accounts, vouchers, records and expenditures.

[signature page to follow]

XXV - Signatures

IN WITNESS WHEREOF, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

Date
Greater Nebraska Workforce Development Board

LISA WILSON, Chair

Date

PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date

DR. GREG SMITH, President
Central Community College

REVIEWED AND APPROVED:

KIM SCHREINER, Controller
Nebraska Department of Labor

Date

JOAN MODRELL, E&T Director
Nebraska Department of Labor

Date

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

Date

KATIE S. THURBER, General Counsel
Nebraska Department of Labor

Date

ATTACHMENTS:
#1 – WIOA Assurances

**Workforce Innovation and Opportunity Act (WIOA)
ASSURANCES**

Access to Records - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to examine, all documents related to the grant agreement.

Administration – The Grantee assures it will fully comply with all Grantor instructions and relating to the administration of funds.

Administration and Fiscal Systems - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the WIOA, and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to sub-grants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls will be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

Audit Resolution File – The Grantee assures that the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

Bonding – The Grantee assures that all persons and/or sub-recipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and State regulatory requirements for protection against loss.

Cash Management – The Grantee assures that no excess cash will be kept on hand, and procedures for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements will be in place.

Citizenship / Status - No person or beneficiary will be discriminated against by Grantee on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA Title I financially-assisted program or activity.

Compliance with Nebraska Revised Statutes §§4-108 through 4-112 and 4-114 – The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in *Neb. Rev. Stat.* §4-114, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to *Neb. Rev. Stat.* §§4-111 and 4-112, if the Contractor has applied for public benefits, as defined in *Neb. Rev. Stat.* §4108. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIOA – The Grantee assures that it will fully comply with the requirements of WIOA.

Confidentiality – The Grantee assures it will comply with the confidentiality requirements of Section 116(i)(3) of WIOA.

Consultation - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Development Board, the business community, labor organizations, and other partners.

Disabilities - The Grantee assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Executive Order 11375. Grantee agrees to comply with Executive Order 11246 of September 28, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 (October 13, 1967) entitled “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity” and as supplemented in US Department of Labor regulations on “Obligations of Contractors and Subcontractors” (Title 41, Subtitle B, Chapter 60, Part 60-1).

Expending Funds – The Grantee assures that funds will be spent in accordance with WIOA and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal laws and regulations, state statutes and regulations, and state policies.

Governor’s Grant Procedures – The Grantee assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

General Administrative Requirements:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
 - Standard Form 424 B – Assurances - Non-Construction Programs.
 - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
 - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
 - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
 - 29 CFR Part 93 – New Restrictions on Lobbying.
 - 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions. -
 - 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

Grievances/Complaints- The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

Human Trafficking – The Grantee understands that the awarding agency may terminate the award, without penalty, as a result of actions by Grantee, employees or sub-recipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

In Demand Occupation or Industry – WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate.

Labor Standard Provisions. Grantee agrees to adhere to the Davis-Bacon Act of 1931 (40 U.S.C. §276a to 276a-7) and the Contract Work Hours & Safety Standards Act of 1962 (40 U.S.C. §§3141 and 3702 to 3708), as amended, and supplemented by U.S. Department of Labor regulations.

Licensing, Taxation, and Insurance – The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

Nebraska Fair Employment Practice Act - The Grantee assures it will comply with the Nebraska Fair Employment Practice Act, *Neb. Rev. Stat.* §§48-1101 to 48-1126.

Nondiscrimination - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibit discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- On the basis of age under the Age Discrimination Act of 1975;
- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee further assures it will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

Patent Rights, Copyrights and Rights in Data – The Grantee understands that NDOL and US Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Political Affiliation - No person or beneficiary will be discriminated against by Grantee on the basis of his/her political affiliation.

Regional Planning – The Workforce Development Board will participate in regional planning.

Reporting - The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

Responsibility Matters – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

Retention of Records – The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of five years after grant closeout. If prior to the five-year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement will be maintained until the litigation is complete and audit findings are resolved.

Salary and Bonus Limitations – The Grantee assures none of the funds appropriated in WIOA or prior Acts under the heading “Employment and Training Administration” that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under Section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.

Special Clauses/Provisions – Grantee understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

State Energy Conservation Plan – The Grantee recognizes mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee agrees to comply with all applicable standards, orders, or requirements issued under §306 of the Energy Policy and Conservation Act, §508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of \$100,000 (40 CFR Part 15).

State WIOA Policies - Grantee shall comply with all provisions contained in the State of Nebraska WIOA Policies.

Sunshine Provision – The local Workforce Development Board assures that the public, including individuals with disabilities, has access to minutes of its meetings.

Title VII - The Grantee assures it will comply with Title VII of the Civil Rights Act of 1964, as amended.

Union Organizing – The Grantee assures no funds received under WIOA will be to assist, promote, or deter union organizing.

Veterans – The Grantee assures that funds received under WIOA will comply with the veteran’s priority provisions established in the Jobs for Veterans Act.

MEMORANDUM OF UNDERSTANDING
Between
THE GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
CENTRAL COMMUNITY COLLEGE

Career and Technical Education Programs at the Postsecondary Level
(Carl D. Perkins Career and Technical Education Act of 2006)

THIS MEMORANDUM OF UNDERSTANDING is entered into on July 1, 2017 between the Greater Nebraska Workforce Development Board (GNWDB), the Greater Nebraska Chief Elected Officials Board (GNCEOB), and **Central Community College** (PARTNER), for Career and Technical Education program services in the **Grand Island American Job Center** (AJC).

WHEREAS, the parties desire to build an integrated service delivery system in the Greater Nebraska Workforce Development Area (88 Nebraska counties – except Douglas, Lancaster, Sarpy, Saunders, and Washington) pursuant to the provisions of the Workforce Innovation & Opportunity Act of 2014 (WIOA); and

WHEREAS, PARTNER is engaged in workforce development activities in the Greater Nebraska Workforce Development Area; and

WHEREAS, the parties desire to determine, negotiate and allocate the services and costs of funding those services at the AJC.

NOW, THEREFORE, the parties agree as follows:

I- Purpose of MOU

- A. Workforce Design. The Greater Nebraska Workforce Development Area is a member of the AJC network which includes six core programs: Title I Adult, Dislocated Worker, and Youth programs; the Title II Adult Education and Family Literacy Act (AEFLA) program; the Employment Service (ES) program (authorized under the Wagner-Peyser Act, as amended by Title III of WIOA), and the Vocational Rehabilitation (VR) program (authorized under Title I of the Rehabilitation Act of 1973, as amended by Title IV of WIOA). The AJC network also includes other required and additional partners identified in WIOA. Through the AJCs, these partner programs and their direct service providers ensure businesses and all job seekers—a shared client base across the multiple programs—have access to information and services that lead to positive educational and employment outcomes. Under WIOA, AJCs and partner staff strive to:
1. Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families;

2. Provide access and opportunities to job seekers, including individuals with barriers to employment, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;
 3. Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.
 4. Participate in rigorous evaluations that support continuous improvement of AJCs by identifying which strategies work better for different populations; and
 5. Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.
- B. The local workforce delivery system includes a comprehensive AJC in Grand Island and ten (10) affiliated AJC sites located in: Alliance, Beatrice, Columbus, Kearney, Lexington, Nebraska City, Norfolk, North Platte, Scottsbluff, and York.
- C. Partner Responsibilities & Expectations. The one-stop partners of this MOU agree to participate in joint planning, plan development, and modification of activities to accomplish the following:
1. Accessibility of the partner’s applicable service(s) to customers through the one-stop delivery system.
 2. Participation in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
 3. All partners and staff are adequately cross-trained as a result of their participation in capacity building and staff development activities.
 4. Continuous partnership building; requiring inclusiveness of all partners involved.
 5. Continuous planning in response to state and federal requirements.
 6. Responsiveness to local and economic conditions, including employer needs.
 7. Meet common data collection and reporting needs.
 8. Involvement in special grant and/or pilot projects that impact a partner’s shared staffing resources.
 9. Co-branding and System Affiliation – Each one-stop delivery system partner will include “a proud partner of the AJC network” on any joint products, programs, activities, services, facilities, and materials used by the combined partnership of the one-stop system.
- D. Greater Nebraska must have at least one comprehensive AJC that provides universal access to the full range of employment services, training and education, employer assistance, etc. In other words, a comprehensive AJC is a physical location where job seekers and employers have access to the programs, services, and activities of all the required AJC partners.

- E. For a service to be deemed “accessible,” a partner must provide access to that service through at least one of the following methods:
1. Co-location – Program staff from the partner are physically present at the AJC.
 2. Cross information sharing / Customer Referral – AJC staff are trained to provide information about all programs, services, and activities that may be available to the customer through the partner organization and can make referrals.
 3. Direct access through real-time technology – Access through two-way communication and interaction between clients and the partner that results in services being provided. Examples may include the following:
 - a. Identification of a single point of contact for service delivery at the partner’s program.
 - b. Email or instant messaging.
 - c. Facilitating phone calls between partner agency staff and clients.
 - d. Live chat via Skype or FaceTime.
 - e. Establishment of an Internet portal linking all of the partners
- F. Role of the One-stop Operator. Through the AJC, the one-stop operator is responsible for carrying out the activities described below:
1. Facilitates integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the AJC.
 2. Develops and implements operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings.
 3. Facilitates the implementation of the “common intake” and communication tool to; integrate partner program services, increase co-enrollments across programs and eliminate duplication of services.
 4. Organizes and integrates AJC services by function (rather than by program), when permitted by a program’s authorizing statute and, as appropriate, through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having AJC staff who perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams).
 5. Create a model of service integration that focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program.
 6. Facilitate the integrated Greater Nebraska AJC sites by ensuring;

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- a. Center staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.
- b. Center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs' services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.
- c. Center staff are routinely trained so they are keenly aware as to how their particular work function supports and contributes to the overall vision of the Local WDB, as well as within the AJC network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

II – Vision Statement

To deliver local coordinated, proactive, responsive and adaptable services for jobseekers and employers to maximize opportunities for earning, learning, and living.

III - Integrated Service Delivery Activities

- A. The parties to this MOU agree to conduct the following activities:
 1. Jointly promote the further integration of programs through joint planning at the state, regional, and local levels;
 2. Coordinate resources and programs for a more streamlined and efficient workforce development system;
 3. Promote information-sharing and the coordination of activities to improve the performance of the AJC through the development and implementation of an MOU;
 4. Identify barriers to coordination;
 5. Promote the development and implementation of a more unified system of measuring program performance and accountability;
 6. Promote, when feasible, the development of a more common data system to track client progress; and
 7. Promote any other activities which will lead to establishment of an efficient and effective workforce development program.
- B. The Nebraska Department of Labor (NDOL) is the Administrative Entity for the Greater Nebraska Workforce Development Area. NDOL shall have oversight responsibility, which includes coordination with a facility manager where appropriate, for office management design, and daily operational issues. PARTNER shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

IV - General Provisions

It is understood that PARTNER should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time PARTNER is unable to perform its functions under this MOU consistent with PARTNER’s statutory and regulatory mandates, PARTNER shall immediately provide written notice to the GNWDB through NDOL to establish a date for mutual resolution of the conflict.

V - PARTNER Cost Allocation and Description of Services and/or Program Activities

The parties agree to the following cost allocations, services, and/or program activities:

- A. SITE LOCATION. [to be determined]
- B. INTEGRATION OF SERVICES. Under WIOA, there are three (3) types of career services: basic, individualized, and follow-up. [WIOA Sec. 134(c)(2); 20 CFR § 678.430]

PARTNER agrees to integrate services provided under the WIOA as a single service delivery system. Services and/or program activities to be provided are generally identified as:

- 1. Required Basic Career Services. Basic career services must be made available to each individual accessing an AJC and must be made available otherwise through the local workforce delivery system. Basic career services must also be made available to local employers.

The following table lists the basic career services that must be provided. [20 CFR §678.430(a)]

In addition to the basic career services, TANF agencies must identify all other employment services and related support services being provided by the TANF program in the local area that qualify as career services and ensure access to those services through the local workforce delivery system.

REQUIRED BASIC CAREER SERVICES	
1.	Eligibility determination for WIOA Title IB Adult, Dislocated Worker, and Youth programs
2.	Outreach, intake (including profiling), and orientation to information and other services available through the local workforce delivery system, including: <ul style="list-style-type: none"> a. an opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to an application web site
3.	Initial assessment of skill levels including literacy, numeracy, and English-language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs
4.	Labor exchange services, including: <ul style="list-style-type: none"> a. job search and placement assistance and career counseling (when needed by an individual), including provision of information on in-demand industry sectors and occupations and nontraditional employment; b. appropriate recruitment and other business services on behalf of employers, including labor market information and referrals to specialized business services other than those traditionally offered through the local workforce delivery system; and c. development of on-the-job training contracts and employer job development for unsubsidized placements
5.	Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce delivery system and, when appropriate, other workforce development programs

REQUIRED BASIC CAREER SERVICES	
6.	Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: <ol style="list-style-type: none"> job vacancy listings in labor market areas; information on job skills necessary to obtain the vacant jobs listed; and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those occupations
7.	Provision of performance information and program cost information on Eligible Training Providers by program and type of providers
8.	Provision of information, in usable and understandable formats and languages, relating to how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce delivery system
9.	Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: <ol style="list-style-type: none"> child care; child support; medical or child health assistance available through Nebraska’s Medicaid program and Children’s Health Insurance Program; benefits under SNAP; and assistance through the earned income tax credit; and assistance under Nebraska’s TANF program and other supportive services and transportation provided through TANF
10.	Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation
11.	Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA

- Individualized Career Services. Individualized career services are tailored to each program participant to best meet the individual’s needs, if determined appropriate in order for an individual to obtain or retain employment, and must be made available through the local workforce delivery system.

The following table lists the individualized career services that must be made available. [20 CFR § 678.430(b)]

INDIVIDUALIZED CAREER SERVICES	
1.	Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include: <ol style="list-style-type: none"> diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
2.	Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information on and access to the Eligible Training Provider List
3.	Group counseling
4.	Individual counseling
5.	Career planning
6.	Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training
7.	Internships and work experiences that are linked to careers
8.	Workforce preparation activities
9.	Financial literacy services

INDIVIDUALIZED CAREER SERVICES
10. Out-of-area job search assistance and relocation assistance
11. English-language acquisition programs and integrated education and training programs [20 CFR § 678.430: If any one-stop partner or service provider receives funds directly or indirectly from U.S. Department of Health and Human Services or other Federal agencies, it is required under Title VI of the Civil Rights Act of 1964 and its implementing regulations, to take reasonable steps to ensure meaningful access to its programs by persons with limited English proficiency. Title VI also prohibits Federal grant recipients from utilizing methods of administration that have the effect of discriminating against persons based on their race, color, or national origin. In some cases, a provider’s failure to provide language assistance to linguistically or culturally diverse populations could be a violation of Title VI. However, the Title VI requirement to take reasonable steps to ensure meaningful access <u>does not mean</u> that jurisdictions are required to provide universal ESL training. While individual jurisdictions may need to provide ESL training and testing to TANF family members in some cases, universal ESL training is not a statutorily mandated requirement.]

3. Follow-up Career Services.

FOLLOW-UP CAREER SERVICES
Follow-up services <u>must</u> be provided for up to twelve (12) months <u>after</u> an individual’s first day of employment, as appropriate.
Follow-up career services include counseling regarding the workplace for participants in Adult or Dislocated Worker programs who are placed in unsubsidized employment

4. Other services to be provided by PARTNER: [to be determined]

C. OPERATIONAL COSTS.

1. Co-Location. [to be determined].

2. Funding Source. The funding source that will provide the financial support for PARTNER’s participation is: to be determined.

3. Special Conditions. [to be determined].

D. STAFFING. PARTNER intends to allocate [to be determined] staffing under this MOU.

E. COMMON INTAKE, INFORMATION EXCHANGE SYSTEMS, AND METHODS OF REFERRAL.

1. Common Intake. [to be determined]

2. Information Exchange Systems. [to be determined]

3. Referral Process. [to be determined]

VI - Performance Criteria

It is agreed that parties to this MOU will strive to achieve the goals of the WIOA State and Local Plans and the following standards of quality service for its customers, employees and other participating partners:

A. PARTNER will deliver high quality services through the AJC delivery system.

- B. All customers will receive prompt and courteous service, and appropriate services, education, and training that will help them reach their employment goals.

VII - Cost Sharing and Resource Sharing

[to be determined]

VIII - Complaint and Grievance Procedures

PARTNER will have a policy and procedure to handle complaints and grievances specific to services provided by PARTNER. Complaints and grievances specific to the AJC may be resolved with the GNWDB's Administrative Entity (NDOL) or may be processed in accordance with the GNWDB policy on complaints of discrimination or the policy on non-criminal complaints and grievances.

IX - MOU Approval

The undersigned participating PARTNER binds itself to the faithful performance of this MOU.

X - Restriction on Use of Funds

Unless specifically allowed or required by federal or state law or mandates, no funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office, nor shall they be used to provide services to or the employment of or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this MOU with:

- A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
- B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

XI - Risk of Loss

- A. If PARTNER is a state agency, it is self-insured.
- B. If PARTNER is not a state agency, it shall be responsible for any loss due to theft, misappropriation and the actions of its contractors, agents and employees. The other PARTNERS shall not be responsible for loss or damage to property owned by a PARTNER unless such loss or damage was due to the actions of the other PARTNER. Office furniture and appurtenances purchased with WIOA funds are the property of the AJC.

XII - Term of MOU

- A. This MOU is effective July 1, 2017 through June 30, 2020.
- B. Any amendment or extension to this MOU shall be in writing and signed by all parties.
- C. This MOU shall terminate with regard to PARTNER upon the occurrence of any or all of the following:

1. Exhaustion of designated fund.
 2. Upon thirty days' written notice by any party to the others.
 3. Should this MOU be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. This MOU shall be reviewed annually.
- E. Costs under this MOU shall be renegotiated annually.

XIII - Assignability

The parties shall not assign, transfer, or convey any right, title, or interest of this MOU.

XIV - EEO / ADA / Drug Free Workplace Provisions

PARTNER acknowledges that its activities pursuant to this MOU must be in compliance with civil rights laws and statutes, and any implementing regulations, and makes the following assurances:

- A. Warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, religion, sex, national origin, age, or status as a qualified person with a disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which any contractor receives federal financial assistance.
- B. PARTNER and any of its subcontractors with respect to any services performed under this MOU shall not discriminate against any employee or applicant for employment, to be employed in the performance of this MOU, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
- C. PARTNER shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

XV - Statement of Confidentiality of Program Information

- A. To safeguard information exchanged via this MOU:
 1. Each PARTNER, their employees and agents, are required to review and follow applicable laws, regulations and policies relating to program-specific information as it applies to confidentiality of information with respect to any use or redisclosure of information provided to them through this MOU.
 2. Access to the information provided by this MOU will be restricted only to authorized employees and agents of PARTNERS.
 3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.

4. Each PARTNER, and its employees and agents, agree to hold all information received in a confidential manner in accordance with all applicable laws and regulations respecting the same.
 5. Any records created from information provided by this MOU will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
 6. Unauthorized release or use of this information shall be cause for immediate termination of this MOU.
- B. To ensure confidentiality, each PARTNER, and its employees and agents, agree to:
1. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means. Therefore, the parties agree to:
 - a. Sign off of or password protect computers when they are not in use,
 - b. Encrypt or password-protect confidential or sensitive files, and
 - c. Store all PC diskettes or other media holding the exchanged information which contain confidential or sensitive information under lock and key.
 2. Ensure that only authorized persons will have access to exchanged information.
 3. Instruct that all personnel with access to the exchanged information provided by this MOU are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.
 4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

XVI - Conflict of Interest

No officer, employee, or agent who has or will participate in the selection, the award, or the administration of this MOU may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all sub-contracts to the MOU. Upon written request, exceptions may be granted upon a case-by-case basis. These exceptions are granted by the GNWDB.

XVII - Entire MOU

This MOU contains the entire agreement of the parties. No representations were made or relied upon by any party hereto other than those that are expressly set forth herein.

XVIII - Applicable Law

Parties to this MOU shall conform with all existing and applicable city and county ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Parties to this MOU shall conform with all state and local WIOA policies. Nebraska law will govern the terms and performance under this MOU.

XIX - Public Record Statement

This document is a public record.

XX - Debarment, Suspension or Declared Ineligible

PARTNER certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is PARTNER's affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. PARTNER acknowledges that suspension or debarment is cause for termination.

XXI - Staffing

This MOU does not create an employment relationship or establish other employment-related rights. PARTNER shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the GNWDB's ability to provide other essential services. PARTNER will indemnify and hold harmless the other parties for any injury PARTNER or PARTNER's employees suffer in the performance of this MOU.

XXII - WIOA Assurances

See *Attachment #1*.

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XXIII – Point of Contact

A. The following individuals are designated to be the Point of Contact (POC) for the parties:

For NDOL:

Shannon Grotrian, E&T Administrator 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-9897 Email: <i>shannon.grotrian@nebraska.gov</i>
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For PARTNER:

Dr. Greg Smith, President 3134 West Highway 34 PO Box 4903 Grand Island, NE 68802	Phone: (308) 398-4222 Email: <i>gpsmith@cccneb.edu</i>
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B. POC's do not have the authority to amend, extend or otherwise change this Agreement, unless the POC is also the signatory to the Agreement.

XXIV – Auditor of Public Accounts

PARTNER understands and acknowledges that the records it provides to NDOL may be subject to an examination by the Auditor of Public Accounts in accordance with *Neb. Rev. Stat. §84-305* including, but not limited to, books, accounts, vouchers, records and expenditures.

[signature page to follow]

XXV - Signatures

IN WITNESS WHEREOF, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

Date LISA WILSON, Chair
Greater Nebraska Workforce Development Board

Date PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date DR. GREG SMITH, President
Central Community College

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REVIEWED AND APPROVED:

KIM SCHREINER, Controller
Nebraska Department of Labor Date

JOAN MODRELL, E&T Director
Nebraska Department of Labor Date

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor Date

KATIE S. THURBER, General Counsel
Nebraska Department of Labor Date

ATTACHMENTS:

#1 – WIOA Assurances

**Workforce Innovation and Opportunity Act (WIOA)
ASSURANCES**

Access to Records - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to examine, all documents related to the grant agreement.

Administration – The Grantee assures it will fully comply with all Grantor instructions and relating to the administration of funds.

Administration and Fiscal Systems - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the WIOA, and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to sub-grants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls will be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

Audit Resolution File – The Grantee assures that the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

Bonding – The Grantee assures that all persons and/or sub-recipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and State regulatory requirements for protection against loss.

Cash Management – The Grantee assures that no excess cash will be kept on hand, and procedures for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements will be in place.

Citizenship / Status - No person or beneficiary will be discriminated against by Grantee on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA Title I financially-assisted program or activity.

Compliance with Nebraska Revised Statutes §§4-108 through 4-112 and 4-114 – The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in *Neb. Rev. Stat.* §4-114, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to *Neb. Rev. Stat.* §§4-111 and 4-112, if the Contractor has applied for public benefits, as defined in *Neb. Rev. Stat.* §4108. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIOA – The Grantee assures that it will fully comply with the requirements of WIOA.

Confidentiality – The Grantee assures it will comply with the confidentiality requirements of Section 116(i)(3) of WIOA.

Consultation - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Development Board, the business community, labor organizations, and other partners.

Disabilities - The Grantee assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Executive Order 11375. Grantee agrees to comply with Executive Order 11246 of September 28, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 (October 13, 1967) entitled “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity” and as supplemented in US Department of Labor regulations on “Obligations of Contractors and Subcontractors” (Title 41, Subtitle B, Chapter 60, Part 60-1).

Expending Funds – The Grantee assures that funds will be spent in accordance with WIOA and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal laws and regulations, state statutes and regulations, and state policies.

Governor’s Grant Procedures – The Grantee assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

General Administrative Requirements:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
 - Standard Form 424 B – Assurances - Non-Construction Programs.
 - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
 - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
 - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
 - 29 CFR Part 93 – New Restrictions on Lobbying.
 - 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions. -
 - 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

Grievances/Complaints- The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

Human Trafficking – The Grantee understands that the awarding agency may terminate the award, without penalty, as a result of actions by Grantee, employees or sub-recipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

In Demand Occupation or Industry – WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate.

Labor Standard Provisions. Grantee agrees to adhere to the Davis-Bacon Act of 1931 (40 U.S.C. §276a to 276a-7) and the Contract Work Hours & Safety Standards Act of 1962 (40 U.S.C. §§3141 and 3702 to 3708), as amended, and supplemented by U.S. Department of Labor regulations.

Licensing, Taxation, and Insurance – The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

Nebraska Fair Employment Practice Act - The Grantee assures it will comply with the Nebraska Fair Employment Practice Act, *Neb. Rev. Stat.* §§48-1101 to 48-1126.

Nondiscrimination - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibit discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;

- On the basis of age under the Age Discrimination Act of 1975;
- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee further assures it will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

Patent Rights, Copyrights and Rights in Data – The Grantee understands that NDOL and US Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Political Affiliation - No person or beneficiary will be discriminated against by Grantee on the basis of his/her political affiliation.

Regional Planning – The Workforce Development Board will participate in regional planning.

Reporting - The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

Responsibility Matters – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

Retention of Records – The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of five years after grant closeout. If prior to the five-year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement will be maintained until the litigation is complete and audit findings are resolved.

Salary and Bonus Limitations – The Grantee assures none of the funds appropriated in WIOA or prior Acts under the heading “Employment and Training Administration” that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under Section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.

Special Clauses/Provisions – Grantee understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

State Energy Conservation Plan – The Grantee recognizes mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee agrees to comply with all applicable standards, orders, or requirements issued under §306 of the Energy Policy and Conservation Act, §508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of \$100,000 (40 CFR Part 15).

State WIOA Policies - Grantee shall comply with all provisions contained in the State of Nebraska WIOA Policies.

Sunshine Provision – The local Workforce Development Board assures that the public, including individuals with disabilities, has access to minutes of its meetings.

Title VII - The Grantee assures it will comply with Title VII of the Civil Rights Act of 1964, as amended.

Union Organizing – The Grantee assures no funds received under WIOA will be to assist, promote, or deter union organizing.

Veterans – The Grantee assures that funds received under WIOA will comply with the veteran’s priority provisions established in the Jobs for Veterans Act.

MEMORANDUM OF UNDERSTANDING

Between

**THE GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
CENTRAL NEBRASKA COMMUNITY ACTION PARTNERSHIP, INC.**

Employment & Training Activities

Carried out under the Community Services Block Grant (42 USC 9901, *et seq.*)

THIS MEMORANDUM OF UNDERSTANDING is entered into on July 1, 2017 between the Greater Nebraska Workforce Development Board (GNWDB), the Greater Nebraska Chief Elected Officials Board (GNCEOB), and the **Central Nebraska Community Action Partnership, Inc.** (PARTNER), for employment and training services (as referenced above) in the **Grand Island American Job Center (AJC)**.

WHEREAS, the parties desire to build an integrated service delivery system in the Greater Nebraska Workforce Development Area (88 Nebraska counties – except Douglas, Lancaster, Sarpy, Saunders, and Washington) pursuant to the provisions of the Workforce Innovation & Opportunity Act of 2014 (WIOA); and

WHEREAS, PARTNER is engaged in workforce development activities in the Greater Nebraska Workforce Development Area; and

WHEREAS, the parties desire to determine, negotiate and allocate the services and costs of funding those services at the AJC.

NOW, THEREFORE, the parties agree as follows:

I - Purpose of MOU

- A. Workforce Design. The Greater Nebraska Workforce Development Area is a member of the AJC network which includes six core programs: Title I Adult, Dislocated Worker, and Youth programs; the Title II Adult Education and Family Literacy Act (AEFLA) program; the Employment Service (ES) program (authorized under the Wagner-Peyser Act, as amended by Title III of WIOA), and the Vocational Rehabilitation (VR) program (authorized under Title I of the Rehabilitation Act of 1973, as amended by Title IV of WIOA). The AJC network also includes other required and additional partners identified in WIOA. Through the AJCs, these partner programs and their direct service providers ensure businesses and all job seekers—a shared client base across the multiple programs—have access to information and services that lead to positive educational and employment outcomes. Under WIOA, AJCs and partner staff strive to:
1. Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families;
 2. Provide access and opportunities to job seekers, including individuals with barriers to employment, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;

3. Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.
 4. Participate in rigorous evaluations that support continuous improvement of AJCs by identifying which strategies work better for different populations; and
 5. Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.
- B. The local workforce delivery system includes a comprehensive AJC in Grand Island and ten (10) affiliated AJC sites located in: Alliance, Beatrice, Columbus, Kearney, Lexington, Nebraska City, Norfolk, North Platte, Scottsbluff, and York.
- C. Partner Responsibilities & Expectations. The one-stop partners of this MOU agree to participate in joint planning, plan development, and modification of activities to accomplish the following:
1. Accessibility of the partner’s applicable service(s) to customers through the one-stop delivery system.
 2. Participation in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
 3. All partners and staff are adequately cross-trained as a result of their participation in capacity building and staff development activities.
 4. Continuous partnership building; requiring inclusiveness of all partners involved.
 5. Continuous planning in response to state and federal requirements.
 6. Responsiveness to local and economic conditions, including employer needs.
 7. Meet common data collection and reporting needs.
 8. Involvement in special grant and/or pilot projects that impact a partner’s shared staffing resources.
 9. Co-branding and System Affiliation – Each one-stop delivery system partner will include “a proud partner of the AJC network” on any joint products, programs, activities, services, facilities, and materials used by the combined partnership of the one-stop system.
- D. Greater Nebraska must have at least one comprehensive AJC that provides universal access to the full range of employment services, training and education, employer assistance, etc. In other words, a comprehensive AJC is a physical location where job seekers and employers have access to the programs, services, and activities of all the required AJC partners.
- E. For a service to be deemed “accessible,” a partner must provide access to that service through at least one of the following methods:
1. Co-location – Program staff from the partner are physically present at the AJC.

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2. Cross information sharing / Customer Referral – AJC staff are trained to provide information about all programs, services, and activities that may be available to the customer through the partner organization and can make referrals.
 3. Direct access through real-time technology – Access through two-way communication and interaction between clients and the partner that results in services being provided. Examples may include the following:
 - a. Identification of a single point of contact for service delivery at the partner’s program.
 - b. Email or instant messaging.
 - c. Facilitating phone calls between partner agency staff and clients.
 - d. Live chat via Skype or FaceTime.
 - e. Establishment of an Internet portal linking all of the partners
- F. Role of the One-stop Operator. Through the AJC, the one-stop operator is responsible for carrying out the activities described below:
1. Facilitates integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the AJC.
 2. Develops and implements operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings.
 3. Facilitates the implementation of the “common intake” and communication tool to; integrate partner program services, increase co-enrollments across programs and eliminate duplication of services.
 4. Organizes and integrates AJC services by function (rather than by program), when permitted by a program’s authorizing statute and, as appropriate, through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having AJC staff who perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams).
 5. Create a model of service integration that focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program.
 6. Facilitate the integrated Greater Nebraska AJC sites by ensuring;
 - a. Center staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.

- b. Center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs' services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.
- c. Center staff are routinely trained so they are keenly aware as to how their particular work function supports and contributes to the overall vision of the Local WDB, as well as within the AJC network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

II – Vision Statement

To deliver local coordinated, proactive, responsive and adaptable services for jobseekers and employers to maximize opportunities for earning, learning, and living.

III - Integrated Service Delivery Activities

- A. The parties to this MOU agree to conduct the following activities:
 - 1. Jointly promote the further integration of programs through joint planning at the state, regional, and local levels;
 - 2. Coordinate resources and programs for a more streamlined and efficient workforce development system;
 - 3. Promote information-sharing and the coordination of activities to improve the performance of the AJC through the development and implementation of an MOU;
 - 4. Identify barriers to coordination;
 - 5. Promote the development and implementation of a more unified system of measuring program performance and accountability;
 - 6. Promote, when feasible, the development of a more common data system to track client progress; and
 - 7. Promote any other activities which will lead to establishment of an efficient and effective workforce development program.
- B. The Nebraska Department of Labor (NDOL) is the Administrative Entity for the Greater Nebraska Workforce Development Area. NDOL shall have oversight responsibility, which includes coordination with a facility manager where appropriate, for office management design, and daily operational issues. PARTNER shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

IV - General Provisions

It is understood that PARTNER should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time PARTNER is unable to perform its functions under this MOU consistent with PARTNER's statutory and regulatory mandates, PARTNER shall immediately provide written notice to the GNWDB through NDOL to establish a date for mutual resolution of the conflict.

V - PARTNER Cost Allocation and Description of Services and/or Program Activities

The parties agree to the following cost allocations, services, and/or program activities:

- A. SITE LOCATION. [to be determined]
- B. INTEGRATION OF SERVICES. Under WIOA, there are three (3) types of career services: basic, individualized, and follow-up. [WIOA Sec. 134(c)(2); 20 CFR § 678.430]

PARTNER agrees to integrate services provided under the WIOA as a single service delivery system. Services and/or program activities to be provided are generally identified as:

- 1. Required Basic Career Services. Basic career services must be made available to each individual accessing an AJC and must be made available otherwise through the local workforce delivery system. Basic career services must also be made available to local employers.

The following table lists the basic career services that must be provided. [20 CFR §678.430(a)]

In addition to the basic career services, TANF agencies must identify all other employment services and related support services being provided by the TANF program in the local area that qualify as career services and ensure access to those services through the local workforce delivery system.

REQUIRED BASIC CAREER SERVICES
1. Eligibility determination for WIOA Title IB Adult, Dislocated Worker, and Youth programs
2. Outreach, intake (including profiling), and orientation to information and other services available through the local workforce delivery system, including: <ul style="list-style-type: none"> a. an opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to an application web site
3. Initial assessment of skill levels including literacy, numeracy, and English-language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs
4. Labor exchange services, including: <ul style="list-style-type: none"> a. job search and placement assistance and career counseling (when needed by an individual), including provision of information on in-demand industry sectors and occupations and nontraditional employment; b. appropriate recruitment and other business services on behalf of employers, including labor market information and referrals to specialized business services other than those traditionally offered through the local workforce delivery system; and c. development of on-the-job training contracts and employer job development for unsubsidized placements
5. Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce delivery system and, when appropriate, other workforce development programs
6. Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: <ul style="list-style-type: none"> a. job vacancy listings in labor market areas; b. information on job skills necessary to obtain the vacant jobs listed; and c. information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those occupations
7. Provision of performance information and program cost information on Eligible Training Providers by program and type of providers
8. Provision of information, in usable and understandable formats and languages, relating to how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce delivery system

REQUIRED BASIC CAREER SERVICES	
9.	Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: <ol style="list-style-type: none"> child care; child support; medical or child health assistance available through Nebraska’s Medicaid program and Children’s Health Insurance Program; benefits under SNAP; and assistance through the earned income tax credit; and assistance under Nebraska’s TANF program and other supportive services and transportation provided through TANF
10.	Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation
11.	Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA

- Individualized Career Services. Individualized career services are tailored to each program participant to best meet the individual’s needs, if determined appropriate in order for an individual to obtain or retain employment, and must be made available through the local workforce delivery system.

The following table lists the individualized career services that must be made available. [20 CFR § 678.430(b)]

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INDIVIDUALIZED CAREER SERVICES	
1.	Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include: <ol style="list-style-type: none"> diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
2.	Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information on and access to the Eligible Training Provider List
3.	Group counseling
4.	Individual counseling
5.	Career planning
6.	Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training
7.	Internships and work experiences that are linked to careers
8.	Workforce preparation activities
9.	Financial literacy services
10.	Out-of-area job search assistance and relocation assistance
11.	English-language acquisition programs and integrated education and training programs [20 CFR § 678.430: If any one-stop partner or service provider receives funds directly or indirectly from U.S. Department of Health and Human Services or other Federal agencies, it is required under Title VI of the Civil Rights Act of 1964 and its implementing regulations, to take reasonable steps to ensure meaningful access to its programs by persons with limited English proficiency. Title VI also prohibits Federal grant recipients from utilizing methods of administration that have the effect of discriminating against persons based on their race, color, or national origin. In some cases, a provider’s failure to provide language assistance to linguistically or culturally diverse populations could be a violation of Title VI. However, the Title VI requirement to take reasonable steps to ensure meaningful access <u>does not mean</u> that jurisdictions are required to provide universal ESL training. While individual jurisdictions may need to provide ESL training and testing to TANF family members in some cases, universal ESL training is not a statutorily mandated requirement.]

3. Follow-up Career Services.

FOLLOW-UP CAREER SERVICES

Follow-up services must be provided for up to twelve (12) months after an individual's first day of employment, as appropriate.

Follow-up career services include counseling regarding the workplace for participants in Adult or Dislocated Worker programs who are placed in unsubsidized employment

4. Other services to be provided by PARTNER: [to be determined]

C. OPERATIONAL COSTS.

1. Co-Location. [to be determined].

2. Funding Source. The funding source that will provide the financial support for PARTNER's participation is: to be determined.

3. Special Conditions. [to be determined].

D. STAFFING. PARTNER intends to allocate [to be determined] staffing under this MOU.

E. COMMON INTAKE, INFORMATION EXCHANGE SYSTEMS, AND METHODS OF REFERRAL.

1. Common Intake. [to be determined]

2. Information Exchange Systems. [to be determined]

3. Referral Process. [to be determined]

VI - Performance Criteria

It is agreed that parties to this MOU will strive to achieve the goals of the WIOA State and Local Plans and the following standards of quality service for its customers, employees and other participating partners:

A. PARTNER will deliver high quality services through the AJC delivery system.

B. All customers will receive prompt and courteous service, and appropriate services, education, and training that will help them reach their employment goals.

VII - Cost Sharing and Resource Sharing

[to be determined]

VIII - Complaint and Grievance Procedures

PARTNER will have a policy and procedure to handle complaints and grievances specific to services provided by PARTNER. Complaints and grievances specific to the AJC may be resolved with the GNWDB's Administrative Entity (NDOL) or may be processed in accordance with the GNWDB policy on complaints of discrimination or the policy on non-criminal complaints and grievances.

IX - MOU Approval

The undersigned participating PARTNER binds itself to the faithful performance of this MOU.

X - Restriction on Use of Funds

Unless specifically allowed or required by federal or state law or mandates, no funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office, nor shall they be used to provide services to or the employment of or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this MOU with:

- A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
- B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

XI - Risk of Loss

- A. If PARTNER is a state agency, it is self-insured.
- B. If PARTNER is not a state agency, it shall be responsible for any loss due to theft, misappropriation and the actions of its contractors, agents and employees. The other PARTNERS shall not be responsible for loss or damage to property owned by a PARTNER unless such loss or damage was due to the actions of the other PARTNER. Office furniture and appurtenances purchased with WIOA funds are the property of the AJC.

XII - Term of MOU

- A. This MOU is effective July 1, 2017 through June 30, 2020.
- B. Any amendment or extension to this MOU shall be in writing and signed by all parties.
- C. This MOU shall terminate with regard to PARTNER upon the occurrence of any or all of the following:
 - 1. Exhaustion of designated fund.
 - 2. Upon thirty days' written notice by any party to the others.
 - 3. Should this MOU be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. This MOU shall be reviewed annually.
- E. Costs under this MOU shall be renegotiated annually.

XIII - Assignability

The parties shall not assign, transfer, or convey any right, title, or interest of this MOU.

XIV - EEO / ADA / Drug Free Workplace Provisions

PARTNER acknowledges that its activities pursuant to this MOU must be in compliance with civil rights laws and statutes, and any implementing regulations, and makes the following assurances:

- A. Warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, religion, sex, national origin, age, or status as a qualified person with a disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which any contractor receives federal financial assistance.
- B. PARTNER and any of its subcontractors with respect to any services performed under this MOU shall not discriminate against any employee or applicant for employment, to be employed in the performance of this MOU, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
- C. PARTNER shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

XV - Statement of Confidentiality of Program Information

- A. To safeguard information exchanged via this MOU:
 - 1. Each PARTNER, their employees and agents, are required to review and follow applicable laws, regulations and policies relating to program-specific information as it applies to confidentiality of information with respect to any use or redisclosure of information provided to them through this MOU.
 - 2. Access to the information provided by this MOU will be restricted only to authorized employees and agents of PARTNERS.
 - 3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.
 - 4. Each PARTNER, and its employees and agents, agree to hold all information received in a confidential manner in accordance with all applicable laws and regulations respecting the same.
 - 5. Any records created from information provided by this MOU will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
 - 6. Unauthorized release or use of this information shall be cause for immediate termination of this MOU.
- B. To ensure confidentiality, each PARTNER, and its employees and agents, agree to:

1. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means. Therefore, the parties agree to:
 - a. Sign off of or password protect computers when they are not in use,
 - b. Encrypt or password-protect confidential or sensitive files, and
 - c. Store all PC diskettes or other media holding the exchanged information which contain confidential or sensitive information under lock and key.
2. Ensure that only authorized persons will have access to exchanged information.
3. Instruct that all personnel with access to the exchanged information provided by this MOU are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.
4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

XVI - Conflict of Interest

No officer, employee, or agent who has or will participate in the selection, the award, or the administration of this MOU may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to the MOU. Upon written request, exceptions may be granted upon a case-by-case basis. These exceptions are granted by the GNWDB.

XVII - Entire MOU

This MOU contains the entire agreement of the parties. No representations were made or relied upon by any party hereto other than those that are expressly set forth herein.

XVIII - Applicable Law

Parties to this MOU shall conform with all existing and applicable city and county ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Parties to this MOU shall conform with all state and local WIOA policies. Nebraska law will govern the terms and performance under this MOU.

XIX - Public Record Statement

This document is a public record.

XX - Debarment, Suspension or Declared Ineligible

PARTNER certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is PARTNER's affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. PARTNER acknowledges that suspension or debarment is cause for termination.

XXI - Staffing

This MOU does not create an employment relationship or establish other employment-related rights. PARTNER shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the GNWDB’s ability to provide other essential services. PARTNER will indemnify and hold harmless the other parties for any injury PARTNER or PARTNER’s employees suffer in the performance of this MOU.

XXII - WIOA Assurances

See *Attachment #1*.

XXIII – Point of Contact

A. The following individuals are designated to be the Point of Contact (POC) for the parties:

For NDOL:

Shannon Grotrian, E&T Administrator 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-9897 Email: shannon.grotrian@nebraska.gov
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For PARTNER:

Cheryl Holcomb, Executive Director 2525 W. Lincoln Hwy. Grand Island, NE 68803	Phone: (308) 385-5601 Email:
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B. POC’s do not have the authority to amend, extend or otherwise change this Agreement, unless the POC is also the signatory to the Agreement.

XXIV – Auditor of Public Accounts

PARTNER understands and acknowledges that the records it provides to NDOL may be subject to an examination by the Auditor of Public Accounts in accordance with *Neb. Rev. Stat.* §84-305 including, but not limited to, books, accounts, vouchers, records and expenditures.

[signature page to follow]

XXV - Signatures

IN WITNESS WHEREOF, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

Date
Greater Nebraska Workforce Development Board

LISA WILSON, Chair

Date
Greater Nebraska Chief Elected Officials Board

PAMELA LANCASTER, Chair

Date
Central Nebraska Community Action Partnership, Inc.

CHERYL HOLCOMB, Executive Director

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REVIEWED AND APPROVED:

KIM SCHREINER, Controller
Nebraska Department of Labor

Date

JOAN MODRELL, E&T Director
Nebraska Department of Labor

Date

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

Date

KATIE S. THURBER, General Counsel
Nebraska Department of Labor

Date

ATTACHMENTS:
#1 – WIOA Assurances

**Workforce Innovation and Opportunity Act (WIOA)
ASSURANCES**

Access to Records - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to examine, all documents related to the grant agreement.

Administration – The Grantee assures it will fully comply with all Grantor instructions and relating to the administration of funds.

Administration and Fiscal Systems - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the WIOA, and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to sub-grants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls will be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

Audit Resolution File – The Grantee assures that the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

Bonding – The Grantee assures that all persons and/or sub-recipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and State regulatory requirements for protection against loss.

Cash Management – The Grantee assures that no excess cash will be kept on hand, and procedures for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements will be in place.

Citizenship / Status - No person or beneficiary will be discriminated against by Grantee on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA Title I financially-assisted program or activity.

Compliance with Nebraska Revised Statutes §§4-108 through 4-112 and 4-114 – The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in *Neb. Rev. Stat.* §4-114, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to *Neb. Rev. Stat.* §§4-111 and 4-112, if the Contractor has applied for public benefits, as defined in *Neb. Rev. Stat.* §4108. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIOA – The Grantee assures that it will fully comply with the requirements of WIOA.

Confidentiality – The Grantee assures it will comply with the confidentiality requirements of Section 116(i)(3) of WIOA.

Consultation - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Development Board, the business community, labor organizations, and other partners.

Disabilities - The Grantee assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Executive Order 11375. Grantee agrees to comply with Executive Order 11246 of September 28, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 (October 13, 1967) entitled “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity” and as supplemented in US Department of Labor regulations on “Obligations of Contractors and Subcontractors” (Title 41, Subtitle B, Chapter 60, Part 60-1).

Expending Funds – The Grantee assures that funds will be spent in accordance with WIOA and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal laws and regulations, state statutes and regulations, and state policies.

Governor’s Grant Procedures – The Grantee assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

General Administrative Requirements:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
 - Standard Form 424 B – Assurances - Non-Construction Programs.
 - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
 - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
 - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
 - 29 CFR Part 93 – New Restrictions on Lobbying.
 - 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions. -
 - 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

Grievances/Complaints- The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

Human Trafficking – The Grantee understands that the awarding agency may terminate the award, without penalty, as a result of actions by Grantee, employees or sub-recipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

In Demand Occupation or Industry – WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate.

Labor Standard Provisions. Grantee agrees to adhere to the Davis-Bacon Act of 1931 (40 U.S.C. §276a to 276a-7) and the Contract Work Hours & Safety Standards Act of 1962 (40 U.S.C. §§3141 and 3702 to 3708), as amended, and supplemented by U.S. Department of Labor regulations.

Licensing, Taxation, and Insurance – The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

Nebraska Fair Employment Practice Act - The Grantee assures it will comply with the Nebraska Fair Employment Practice Act, *Neb. Rev. Stat.* §§48-1101 to 48-1126.

Nondiscrimination - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibit discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- On the basis of age under the Age Discrimination Act of 1975;
- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee further assures it will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

Patent Rights, Copyrights and Rights in Data – The Grantee understands that NDOL and US Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Political Affiliation - No person or beneficiary will be discriminated against by Grantee on the basis of his/her political affiliation.

Regional Planning – The Workforce Development Board will participate in regional planning.

Reporting - The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

Responsibility Matters – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

Retention of Records – The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of five years after grant closeout. If prior to the five-year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement will be maintained until the litigation is complete and audit findings are resolved.

Salary and Bonus Limitations – The Grantee assures none of the funds appropriated in WIOA or prior Acts under the heading “Employment and Training Administration” that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under Section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.

Special Clauses/Provisions – Grantee understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

State Energy Conservation Plan – The Grantee recognizes mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee agrees to comply with all applicable standards, orders, or requirements issued under §306 of the Energy Policy and Conservation Act, §508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of \$100,000 (40 CFR Part 15).

State WIOA Policies - Grantee shall comply with all provisions contained in the State of Nebraska WIOA Policies.

Sunshine Provision – The local Workforce Development Board assures that the public, including individuals with disabilities, has access to minutes of its meetings.

Title VII - The Grantee assures it will comply with Title VII of the Civil Rights Act of 1964, as amended.

Union Organizing – The Grantee assures no funds received under WIOA will be to assist, promote, or deter union organizing.

Veterans – The Grantee assures that funds received under WIOA will comply with the veteran’s priority provisions established in the Jobs for Veterans Act.

MEMORANDUM OF UNDERSTANDING
Between
THE GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
NEBRASKA DEPARTMENT OF HEALTH & HUMAN SERVICES

Senior Community Service Employment Program Services
[Older Americans Act (Title V)]

THIS MEMORANDUM OF UNDERSTANDING is entered into on July 1, 2017 between the Greater Nebraska Workforce Development Board (GNWDB), the Greater Nebraska Chief Elected Officials Board (GNCEOB), and the **Nebraska Department of Health & Human Services (PARTNER)**, for Senior Community Service Employment Program services in the **Grand Island American Job Center (AJC)**.

WHEREAS, the parties desire to build an integrated service delivery system in the Greater Nebraska Workforce Development Area (88 Nebraska counties – except Douglas, Lancaster, Sarpy, Saunders, and Washington) pursuant to the provisions of the Workforce Innovation & Opportunity Act of 2014 (WIOA); and

WHEREAS, PARTNER is engaged in workforce development activities in the Greater Nebraska Workforce Development Area; and

WHEREAS, the parties desire to determine, negotiate and allocate the services and costs of funding those services at the AJC.

NOW, THEREFORE, the parties agree as follows:

I- Purpose of MOU

- A. Workforce Design. The Greater Nebraska Workforce Development Area is a member of the AJC network which includes six core programs: Title I Adult, Dislocated Worker, and Youth programs; the Title II Adult Education and Family Literacy Act (AEFLA) program; the Employment Service (ES) program (authorized under the Wagner-Peyser Act, as amended by Title III of WIOA), and the Vocational Rehabilitation (VR) program (authorized under Title I of the Rehabilitation Act of 1973, as amended by Title IV of WIOA). The AJC network also includes other required and additional partners identified in WIOA. Through the AJCs, these partner programs and their direct service providers ensure businesses and all job seekers—a shared client base across the multiple programs—have access to information and services that lead to positive educational and employment outcomes. Under WIOA, AJCs and partner staff strive to:
 - 1. Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families;

2. Provide access and opportunities to job seekers, including individuals with barriers to employment, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;
 3. Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.
 4. Participate in rigorous evaluations that support continuous improvement of AJCs by identifying which strategies work better for different populations; and
 5. Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.
- B. The local workforce delivery system includes a comprehensive AJC in Grand Island and ten (10) affiliated AJC sites located in: Alliance, Beatrice, Columbus, Kearney, Lexington, Nebraska City, Norfolk, North Platte, Scottsbluff, and York.
- C. Partner Responsibilities & Expectations. The one-stop partners of this MOU agree to participate in joint planning, plan development, and modification of activities to accomplish the following:
1. Accessibility of the partner's applicable service(s) to customers through the one-stop delivery system.
 2. Participation in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
 3. All partners and staff are adequately cross-trained as a result of their participation in capacity building and staff development activities.
 4. Continuous partnership building; requiring inclusiveness of all partners involved.
 5. Continuous planning in response to state and federal requirements.
 6. Responsiveness to local and economic conditions, including employer needs.
 7. Meet common data collection and reporting needs.
 8. Involvement in special grant and/or pilot projects that impact a partner's shared staffing resources.
 9. Co-branding and System Affiliation – Each one-stop delivery system partner will include “a proud partner of the AJC network” on any joint products, programs, activities, services, facilities, and materials used by the combined partnership of the one-stop system.
- D. Greater Nebraska must have at least one comprehensive AJC that provides universal access to the full range of employment services, training and education, employer assistance, etc. In other words, a comprehensive AJC is a physical location where job seekers and employers have access to the programs, services, and activities of all the required AJC partners.

- E. For a service to be deemed “accessible,” a partner must provide access to that service through at least one of the following methods:
1. Co-location – Program staff from the partner are physically present at the AJC.
 2. Cross information sharing / Customer Referral – AJC staff are trained to provide information about all programs, services, and activities that may be available to the customer through the partner organization and can make referrals.
 3. Direct access through real-time technology – Access through two-way communication and interaction between clients and the partner that results in services being provided. Examples may include the following:
 - a. Identification of a single point of contact for service delivery at the partner’s program.
 - b. Email or instant messaging.
 - c. Facilitating phone calls between partner agency staff and clients.
 - d. Live chat via Skype or FaceTime.
 - e. Establishment of an Internet portal linking all of the partners
- F. Role of the One-stop Operator. Through the AJC, the one-stop operator is responsible for carrying out the activities described below:
1. Facilitates integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the AJC.
 2. Develops and implements operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings.
 3. Facilitates the implementation of the “common intake” and communication tool to; integrate partner program services, increase co-enrollments across programs and eliminate duplication of services.
 4. Organizes and integrates AJC services by function (rather than by program), when permitted by a program’s authorizing statute and, as appropriate, through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having AJC staff who perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams).
 5. Create a model of service integration that focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program.
 6. Facilitate the integrated Greater Nebraska AJC sites by ensuring;

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- a. Center staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.
- b. Center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs' services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.
- c. Center staff are routinely trained so they are keenly aware as to how their particular work function supports and contributes to the overall vision of the Local WDB, as well as within the AJC network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

II – Vision Statement

To deliver local coordinated, proactive, responsive and adaptable services for jobseekers and employers to maximize opportunities for earning, learning, and living.

III - Integrated Service Delivery Activities

- A. The parties to this MOU agree to conduct the following activities:
 1. Jointly promote the further integration of programs through joint planning at the state, regional, and local levels;
 2. Coordinate resources and programs for a more streamlined and efficient workforce development system;
 3. Promote information-sharing and the coordination of activities to improve the performance of the AJC through the development and implementation of an MOU;
 4. Identify barriers to coordination;
 5. Promote the development and implementation of a more unified system of measuring program performance and accountability;
 6. Promote, when feasible, the development of a more common data system to track client progress; and
 7. Promote any other activities which will lead to establishment of an efficient and effective workforce development program.
- B. The Nebraska Department of Labor (NDOL) is the Administrative Entity for the Greater Nebraska Workforce Development Area. NDOL shall have oversight responsibility, which includes coordination with a facility manager where appropriate, for office management design, and daily operational issues. PARTNER shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

IV - General Provisions

It is understood that PARTNER should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time PARTNER is unable to perform its functions under this MOU consistent with PARTNER’s statutory and regulatory mandates, PARTNER shall immediately provide written notice to the GNWDB through NDOL to establish a date for mutual resolution of the conflict.

V - PARTNER Cost Allocation and Description of Services and/or Program Activities

The parties agree to the following cost allocations, services, and/or program activities:

- A. SITE LOCATION. [to be determined]
- B. INTEGRATION OF SERVICES. Under WIOA, there are three (3) types of career services: basic, individualized, and follow-up. [WIOA Sec. 134(c)(2); 20 CFR § 678.430]

PARTNER agrees to integrate services provided under the WIOA as a single service delivery system. Services and/or program activities to be provided are generally identified as:

- 1. Required Basic Career Services. Basic career services must be made available to each individual accessing an AJC and must be made available otherwise through the local workforce delivery system. Basic career services must also be made available to local employers.

The following table lists the basic career services that must be provided. [20 CFR §678.430(a)]

In addition to the basic career services, TANF agencies must identify all other employment services and related support services being provided by the TANF program in the local area that qualify as career services and ensure access to those services through the local workforce delivery system.

REQUIRED BASIC CAREER SERVICES	
1.	Eligibility determination for WIOA Title IB Adult, Dislocated Worker, and Youth programs
2.	Outreach, intake (including profiling), and orientation to information and other services available through the local workforce delivery system, including: <ul style="list-style-type: none"> a. an opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to an application web site
3.	Initial assessment of skill levels including literacy, numeracy, and English-language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs
4.	Labor exchange services, including: <ul style="list-style-type: none"> a. job search and placement assistance and career counseling (when needed by an individual), including provision of information on in-demand industry sectors and occupations and nontraditional employment; b. appropriate recruitment and other business services on behalf of employers, including labor market information and referrals to specialized business services other than those traditionally offered through the local workforce delivery system; and c. development of on-the-job training contracts and employer job development for unsubsidized placements
5.	Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce delivery system and, when appropriate, other workforce development programs

REQUIRED BASIC CAREER SERVICES	
6.	Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: <ol style="list-style-type: none"> a. job vacancy listings in labor market areas; b. information on job skills necessary to obtain the vacant jobs listed; and c. information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those occupations
7.	Provision of performance information and program cost information on Eligible Training Providers by program and type of providers
8.	Provision of information, in usable and understandable formats and languages, relating to how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce delivery system
9.	Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: <ol style="list-style-type: none"> a. child care; b. child support; c. medical or child health assistance available through Nebraska’s Medicaid program and Children’s Health Insurance Program; d. benefits under SNAP; and e. assistance through the earned income tax credit; and f. assistance under Nebraska’s TANF program and other supportive services and transportation provided through TANF
10.	Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation
11.	Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA

2. Individualized Career Services. Individualized career services are tailored to each program participant to best meet the individual’s needs, if determined appropriate in order for an individual to obtain or retain employment, and must be made available through the local workforce delivery system.

The following table lists the individualized career services that must be made available. [20 CFR § 678.430(b)]

INDIVIDUALIZED CAREER SERVICES	
1.	Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include: <ol style="list-style-type: none"> a. diagnostic testing and use of other assessment tools; and b. in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
2.	Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information on and access to the Eligible Training Provider List
3.	Group counseling
4.	Individual counseling
5.	Career planning
6.	Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training
7.	Internships and work experiences that are linked to careers
8.	Workforce preparation activities
9.	Financial literacy services

INDIVIDUALIZED CAREER SERVICES
10. Out-of-area job search assistance and relocation assistance
11. English-language acquisition programs and integrated education and training programs [20 CFR § 678.430: If any one-stop partner or service provider receives funds directly or indirectly from U.S. Department of Health and Human Services or other Federal agencies, it is required under Title VI of the Civil Rights Act of 1964 and its implementing regulations, to take reasonable steps to ensure meaningful access to its programs by persons with limited English proficiency. Title VI also prohibits Federal grant recipients from utilizing methods of administration that have the effect of discriminating against persons based on their race, color, or national origin. In some cases, a provider’s failure to provide language assistance to linguistically or culturally diverse populations could be a violation of Title VI. However, the Title VI requirement to take reasonable steps to ensure meaningful access <u>does not mean</u> that jurisdictions are required to provide universal ESL training. While individual jurisdictions may need to provide ESL training and testing to TANF family members in some cases, universal ESL training is not a statutorily mandated requirement.]

3. Follow-up Career Services.

FOLLOW-UP CAREER SERVICES
Follow-up services <u>must</u> be provided for up to twelve (12) months <u>after</u> an individual’s first day of employment, as appropriate.
Follow-up career services include counseling regarding the workplace for participants in Adult or Dislocated Worker programs who are placed in unsubsidized employment

4. Other services to be provided by PARTNER: [to be determined]

C. OPERATIONAL COSTS.

1. Co-Location. [to be determined].

2. Funding Source. The funding source that will provide the financial support for PARTNER’s participation is: to be determined.

3. Special Conditions. [to be determined].

D. STAFFING. PARTNER intends to allocate [to be determined] staffing under this MOU.

E. COMMON INTAKE, INFORMATION EXCHANGE SYSTEMS, AND METHODS OF REFERRAL.

1. Common Intake. [to be determined]

2. Information Exchange Systems. [to be determined]

3. Referral Process. [to be determined]

VI - Performance Criteria

It is agreed that parties to this MOU will strive to achieve the goals of the WIOA State and Local Plans and the following standards of quality service for its customers, employees and other participating partners:

A. PARTNER will deliver high quality services through the AJC delivery system.

- B. All customers will receive prompt and courteous service, and appropriate services, education, and training that will help them reach their employment goals.

VII - Cost Sharing and Resource Sharing

[to be determined]

VIII - Complaint and Grievance Procedures

PARTNER will have a policy and procedure to handle complaints and grievances specific to services provided by PARTNER. Complaints and grievances specific to the AJC may be resolved with the GNWDB's Administrative Entity (NDOL) or may be processed in accordance with the GNWDB policy on complaints of discrimination or the policy on non-criminal complaints and grievances.

IX - MOU Approval

The undersigned participating PARTNER binds itself to the faithful performance of this MOU.

X - Restriction on Use of Funds

Unless specifically allowed or required by federal or state law or mandates, no funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office, nor shall they be used to provide services to or the employment of or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this MOU with:

- A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
- B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

XI - Risk of Loss

- A. If PARTNER is a state agency, it is self-insured.
- B. If PARTNER is not a state agency, it shall be responsible for any loss due to theft, misappropriation and the actions of its contractors, agents and employees. The other PARTNERS shall not be responsible for loss or damage to property owned by a PARTNER unless such loss or damage was due to the actions of the other PARTNER. Office furniture and appurtenances purchased with WIOA funds are the property of the AJC.

XII - Term of MOU

- A. This MOU is effective July 1, 2017 through June 30, 2020.
- B. Any amendment or extension to this MOU shall be in writing and signed by all parties.
- C. This MOU shall terminate with regard to PARTNER upon the occurrence of any or all of the following:

1. Exhaustion of designated fund.
 2. Upon thirty days' written notice by any party to the others.
 3. Should this MOU be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. This MOU shall be reviewed annually.
- E. Costs under this MOU shall be renegotiated annually.

XIII - Assignability

The parties shall not assign, transfer, or convey any right, title, or interest of this MOU.

XIV - EEO / ADA / Drug Free Workplace Provisions

PARTNER acknowledges that its activities pursuant to this MOU must be in compliance with civil rights laws and statutes, and any implementing regulations, and makes the following assurances:

- A. Warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, religion, sex, national origin, age, or status as a qualified person with a disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which any contractor receives federal financial assistance.
- B. PARTNER and any of its subcontractors with respect to any services performed under this MOU shall not discriminate against any employee or applicant for employment, to be employed in the performance of this MOU, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
- C. PARTNER shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

XV - Statement of Confidentiality of Program Information

- A. To safeguard information exchanged via this MOU:
 1. Each PARTNER, their employees and agents, are required to review and follow applicable laws, regulations and policies relating to program-specific information as it applies to confidentiality of information with respect to any use or redisclosure of information provided to them through this MOU.
 2. Access to the information provided by this MOU will be restricted only to authorized employees and agents of PARTNERS.
 3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.

4. Each PARTNER, and its employees and agents, agree to hold all information received in a confidential manner in accordance with all applicable laws and regulations respecting the same.
 5. Any records created from information provided by this MOU will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
 6. Unauthorized release or use of this information shall be cause for immediate termination of this MOU.
- B. To ensure confidentiality, each PARTNER, and its employees and agents, agree to:
1. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means. Therefore, the parties agree to:
 - a. Sign off of or password protect computers when they are not in use,
 - b. Encrypt or password-protect confidential or sensitive files, and
 - c. Store all PC diskettes or other media holding the exchanged information which contain confidential or sensitive information under lock and key.
 2. Ensure that only authorized persons will have access to exchanged information.
 3. Instruct that all personnel with access to the exchanged information provided by this MOU are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.
 4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

XVI - Conflict of Interest

No officer, employee, or agent who has or will participate in the selection, the award, or the administration of this MOU may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all sub-contracts to the MOU. Upon written request, exceptions may be granted upon a case-by-case basis. These exceptions are granted by the GNWDB.

XVII - Entire MOU

This MOU contains the entire agreement of the parties. No representations were made or relied upon by any party hereto other than those that are expressly set forth herein.

XVIII - Applicable Law

Parties to this MOU shall conform with all existing and applicable city and county ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Parties to this MOU shall conform with all state and local WIOA policies. Nebraska law will govern the terms and performance under this MOU.

XIX - Public Record Statement

This document is a public record.

XX - Debarment, Suspension or Declared Ineligible

PARTNER certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is PARTNER’s affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. PARTNER acknowledges that suspension or debarment is cause for termination.

XXI - Staffing

This MOU does not create an employment relationship or establish other employment-related rights. PARTNER shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the GNWDB’s ability to provide other essential services. PARTNER will indemnify and hold harmless the other parties for any injury PARTNER or PARTNER’s employees suffer in the performance of this MOU.

XXII - WIOA Assurances

See *Attachment #1*.

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XXIII – Point of Contact

A. The following individuals are designated to be the Point of Contact (POC) for the parties:

For NDOL:

Shannon Grotrian, E&T Administrator 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-9897 Email: <i>shannon.grotrian@nebraska.gov</i>
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For PARTNER:

Madhavi Bhadbhade, Program Coordinator Patricia Wilkins, Program Coordinator Medicaid & Long Term Care 301 Centennial Mall, South Lincoln, NE 68508	Phone: (402) 471-2309 Email: <i>madhavi.bhadbhade@nebraska.gov</i>
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B. POC’s do not have the authority to amend, extend or otherwise change this Agreement, unless the POC is also the signatory to the Agreement.

XXIV – Auditor of Public Accounts

PARTNER understands and acknowledges that the records it provides to NDOL may be subject to an examination by the Auditor of Public Accounts in accordance with *Neb. Rev. Stat. §84-305* including, but not limited to, books, accounts, vouchers, records and expenditures.

[signature page to follow]

XXV - Signatures

IN WITNESS WHEREOF, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

Date LISA WILSON, Chair
Greater Nebraska Workforce Development Board

Date PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date COURTNEY PHILLIPS, CEO
Nebraska Department of Health & Human Services

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REVIEWED AND APPROVED:

KIM SCHREINER, Controller Date
Nebraska Department of Labor

JOAN MODRELL, E&T Director Date
Nebraska Department of Labor

JOHN H. ALBIN, Commissioner Date
Nebraska Department of Labor

KATIE S. THURBER, General Counsel Date
Nebraska Department of Labor

ATTACHMENTS:

#1 – WIOA Assurances

**Workforce Innovation and Opportunity Act (WIOA)
ASSURANCES**

Access to Records - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to examine, all documents related to the grant agreement.

Administration – The Grantee assures it will fully comply with all Grantor instructions and relating to the administration of funds.

Administration and Fiscal Systems - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the WIOA, and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to sub-grants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls will be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

Audit Resolution File – The Grantee assures that the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

Bonding – The Grantee assures that all persons and/or sub-recipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and State regulatory requirements for protection against loss.

Cash Management – The Grantee assures that no excess cash will be kept on hand, and procedures for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements will be in place.

Citizenship / Status - No person or beneficiary will be discriminated against by Grantee on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA Title I financially-assisted program or activity.

Compliance with Nebraska Revised Statutes §§4-108 through 4-112 and 4-114 – The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in *Neb. Rev. Stat.* §4-114, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to *Neb. Rev. Stat.* §§4-111 and 4-112, if the Contractor has applied for public benefits, as defined in *Neb. Rev. Stat.* §4108. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIOA – The Grantee assures that it will fully comply with the requirements of WIOA.

Confidentiality – The Grantee assures it will comply with the confidentiality requirements of Section 116(i)(3) of WIOA.

Consultation - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Development Board, the business community, labor organizations, and other partners.

Disabilities - The Grantee assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Executive Order 11375. Grantee agrees to comply with Executive Order 11246 of September 28, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 (October 13, 1967) entitled “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity” and as supplemented in US Department of Labor regulations on “Obligations of Contractors and Subcontractors” (Title 41, Subtitle B, Chapter 60, Part 60-1).

Expending Funds – The Grantee assures that funds will be spent in accordance with WIOA and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal laws and regulations, state statutes and regulations, and state policies.

Governor’s Grant Procedures – The Grantee assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

General Administrative Requirements:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
 - Standard Form 424 B – Assurances - Non-Construction Programs.
 - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
 - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
 - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
 - 29 CFR Part 93 – New Restrictions on Lobbying.
 - 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions. -
 - 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

Grievances/Complaints- The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

Human Trafficking – The Grantee understands that the awarding agency may terminate the award, without penalty, as a result of actions by Grantee, employees or sub-recipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

In Demand Occupation or Industry – WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate.

Labor Standard Provisions. Grantee agrees to adhere to the Davis-Bacon Act of 1931 (40 U.S.C. §276a to 276a-7) and the Contract Work Hours & Safety Standards Act of 1962 (40 U.S.C. §§3141 and 3702 to 3708), as amended, and supplemented by U.S. Department of Labor regulations.

Licensing, Taxation, and Insurance – The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

Nebraska Fair Employment Practice Act - The Grantee assures it will comply with the Nebraska Fair Employment Practice Act, *Neb. Rev. Stat.* §§48-1101 to 48-1126.

Nondiscrimination - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibit discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- On the basis of age under the Age Discrimination Act of 1975;
- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee further assures it will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

Patent Rights, Copyrights and Rights in Data – The Grantee understands that NDOL and US Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Political Affiliation - No person or beneficiary will be discriminated against by Grantee on the basis of his/her political affiliation.

Regional Planning – The Workforce Development Board will participate in regional planning.

Reporting - The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

Responsibility Matters – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

Retention of Records – The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of five years after grant closeout. If prior to the five-year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement will be maintained until the litigation is complete and audit findings are resolved.

Salary and Bonus Limitations – The Grantee assures none of the funds appropriated in WIOA or prior Acts under the heading “Employment and Training Administration” that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under Section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.

Special Clauses/Provisions – Grantee understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

State Energy Conservation Plan – The Grantee recognizes mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee agrees to comply with all applicable standards, orders, or requirements issued under §306 of the Energy Policy and Conservation Act, §508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of \$100,000 (40 CFR Part 15).

State WIOA Policies - Grantee shall comply with all provisions contained in the State of Nebraska WIOA Policies.

Sunshine Provision – The local Workforce Development Board assures that the public, including individuals with disabilities, has access to minutes of its meetings.

Title VII - The Grantee assures it will comply with Title VII of the Civil Rights Act of 1964, as amended.

Union Organizing – The Grantee assures no funds received under WIOA will be to assist, promote, or deter union organizing.

Veterans – The Grantee assures that funds received under WIOA will comply with the veteran’s priority provisions established in the Jobs for Veterans Act.

MEMORANDUM OF UNDERSTANDING

Between

**THE GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
NEBRASKA DEPARTMENT OF HEALTH & HUMAN SERVICES**

Temporary Assistance for Needy Families (TANF) Services

THIS MEMORANDUM OF UNDERSTANDING is entered into on July 1, 2017 between the Greater Nebraska Workforce Development Board (GNWDB), the Greater Nebraska Chief Elected Officials Board (GNCEOB), and the **Nebraska Department of Health & Human Services** (PARTNER), for Temporary Assistance for Needy Families (TANF) services in the **Grand Island American Job Center** (AJC).

WHEREAS, the parties desire to build an integrated service delivery system in the Greater Nebraska Workforce Development Area (88 Nebraska counties – except Douglas, Lancaster, Sarpy, Saunders, and Washington) pursuant to the provisions of the Workforce Innovation & Opportunity Act of 2014 (WIOA); and

WHEREAS, PARTNER is engaged in workforce development activities in the Greater Nebraska Workforce Development Area; and

WHEREAS, the parties desire to determine, negotiate and allocate the services and costs of funding those services at the AJC.

NOW, THEREFORE, the parties agree as follows:

I - Purpose of MOU

- A. Workforce Design. The Greater Nebraska Workforce Development Area is a member of the AJC network which includes six core programs: Title I Adult, Dislocated Worker, and Youth programs; the Title II Adult Education and Family Literacy Act (AEFLA) program; the Employment Service (ES) program (authorized under the Wagner-Peyser Act, as amended by Title III of WIOA), and the Vocational Rehabilitation (VR) program (authorized under Title I of the Rehabilitation Act of 1973, as amended by Title IV of WIOA). The AJC network also includes other required and additional partners identified in WIOA. Through the AJCs, these partner programs and their direct service providers ensure businesses and all job seekers—a shared client base across the multiple programs—have access to information and services that lead to positive educational and employment outcomes. Under WIOA, AJCs and partner staff strive to:
1. Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families;
 2. Provide access and opportunities to job seekers, including individuals with barriers to employment, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;

3. Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.
 4. Participate in rigorous evaluations that support continuous improvement of AJCs by identifying which strategies work better for different populations; and
 5. Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.
- B. The local workforce delivery system includes a comprehensive AJC in Grand Island and ten (10) affiliated AJC sites located in: Alliance, Beatrice, Columbus, Kearney, Lexington, Nebraska City, Norfolk, North Platte, Scottsbluff, and York.
- C. Partner Responsibilities & Expectations. The one-stop partners of this MOU agree to participate in joint planning, plan development, and modification of activities to accomplish the following:
1. Accessibility of the partner’s applicable service(s) to customers through the one-stop delivery system.
 2. Participation in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
 3. All partners and staff are adequately cross-trained as a result of their participation in capacity building and staff development activities.
 4. Continuous partnership building; requiring inclusiveness of all partners involved.
 5. Continuous planning in response to state and federal requirements.
 6. Responsiveness to local and economic conditions, including employer needs.
 7. Meet common data collection and reporting needs.
 8. Involvement in special grant and/or pilot projects that impact a partner’s shared staffing resources.
 9. Co-branding and System Affiliation – Each one-stop delivery system partner will include “a proud partner of the AJC network” on any joint products, programs, activities, services, facilities, and materials used by the combined partnership of the one-stop system.
- D. Greater Nebraska must have at least one comprehensive AJC that provides universal access to the full range of employment services, training and education, employer assistance, etc. In other words, a comprehensive AJC is a physical location where job seekers and employers have access to the programs, services, and activities of all the required AJC partners.
- E. For a service to be deemed “accessible,” a partner must provide access to that service through at least one of the following methods:
1. Co-location – Program staff from the partner are physically present at the AJC.

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2. Cross information sharing / Customer Referral – AJC staff are trained to provide information about all programs, services, and activities that may be available to the customer through the partner organization and can make referrals.
 3. Direct access through real-time technology – Access through two-way communication and interaction between clients and the partner that results in services being provided. Examples may include the following:
 - a. Identification of a single point of contact for service delivery at the partner’s program.
 - b. Email or instant messaging.
 - c. Facilitating phone calls between partner agency staff and clients.
 - d. Live chat via Skype or FaceTime.
 - e. Establishment of an Internet portal linking all of the partners
- F. Role of the One-stop Operator. Through the AJC, the one-stop operator is responsible for carrying out the activities described below:
1. Facilitates integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the AJC.
 2. Develops and implements operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings.
 3. Facilitates the implementation of the “common intake” and communication tool to; integrate partner program services, increase co-enrollments across programs and eliminate duplication of services.
 4. Organizes and integrates AJC services by function (rather than by program), when permitted by a program’s authorizing statute and, as appropriate, through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having AJC staff who perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams).
 5. Create a model of service integration that focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program.
 6. Facilitate the integrated Greater Nebraska AJC sites by ensuring;
 - a. Center staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.

- b. Center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs' services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.
- c. Center staff are routinely trained so they are keenly aware as to how their particular work function supports and contributes to the overall vision of the Local WDB, as well as within the AJC network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

II – Vision Statement

To deliver local coordinated, proactive, responsive and adaptable services for jobseekers and employers to maximize opportunities for earning, learning, and living.

III - Integrated Service Delivery Activities

- A. The parties to this MOU agree to conduct the following activities:
 - 1. Jointly promote the further integration of programs through joint planning at the state, regional, and local levels;
 - 2. Coordinate resources and programs for a more streamlined and efficient workforce development system;
 - 3. Promote information-sharing and the coordination of activities to improve the performance of the AJC through the development and implementation of an MOU;
 - 4. Identify barriers to coordination;
 - 5. Promote the development and implementation of a more unified system of measuring program performance and accountability;
 - 6. Promote, when feasible, the development of a more common data system to track client progress; and
 - 7. Promote any other activities which will lead to establishment of an efficient and effective workforce development program.
- B. The Nebraska Department of Labor (NDOL) is the Administrative Entity for the Greater Nebraska Workforce Development Area. NDOL shall have oversight responsibility, which includes coordination with a facility manager where appropriate, for office management design, and daily operational issues. PARTNER shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

IV - General Provisions

It is understood that PARTNER should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time PARTNER is unable to perform its functions under this MOU consistent with PARTNER's statutory and regulatory mandates, PARTNER shall immediately provide written notice to the GNWDB through NDOL to establish a date for mutual resolution of the conflict.

V - PARTNER Cost Allocation and Description of Services and/or Program Activities

The parties agree to the following cost allocations, services, and/or program activities:

- A. SITE LOCATION. [to be determined]
- B. INTEGRATION OF SERVICES. Under WIOA, there are three (3) types of career services: basic, individualized, and follow-up. [WIOA Sec. 134(c)(2); 20 CFR § 678.430]

PARTNER agrees to integrate services provided under the WIOA as a single service delivery system. Services and/or program activities to be provided are generally identified as:

- 1. Required Basic Career Services. Basic career services must be made available to each individual accessing an AJC and must be made available otherwise through the local workforce delivery system. Basic career services must also be made available to local employers.

The following table lists the basic career services that must be provided. [20 CFR §678.430(a)]

In addition to the basic career services, TANF agencies must identify all other employment services and related support services being provided by the TANF program in the local area that qualify as career services and ensure access to those services through the local workforce delivery system.

REQUIRED BASIC CAREER SERVICES	
1.	Eligibility determination for WIOA Title IB Adult, Dislocated Worker, and Youth programs
2.	Outreach, intake (including profiling), and orientation to information and other services available through the local workforce delivery system, including: <ul style="list-style-type: none"> a. an opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to an application web site
3.	Initial assessment of skill levels including literacy, numeracy, and English-language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs
4.	Labor exchange services, including: <ul style="list-style-type: none"> a. job search and placement assistance and career counseling (when needed by an individual), including provision of information on in-demand industry sectors and occupations and nontraditional employment; b. appropriate recruitment and other business services on behalf of employers, including labor market information and referrals to specialized business services other than those traditionally offered through the local workforce delivery system; and c. development of on-the-job training contracts and employer job development for unsubsidized placements
5.	Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce delivery system and, when appropriate, other workforce development programs
6.	Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: <ul style="list-style-type: none"> a. job vacancy listings in labor market areas; b. information on job skills necessary to obtain the vacant jobs listed; and c. information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those occupations
7.	Provision of performance information and program cost information on Eligible Training Providers by program and type of providers

REQUIRED BASIC CAREER SERVICES	
8.	Provision of information, in usable and understandable formats and languages, relating to how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce delivery system
9.	Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: <ol style="list-style-type: none"> a. child care; b. child support; c. medical or child health assistance available through Nebraska’s Medicaid program and Children’s Health Insurance Program; d. benefits under SNAP; and e. assistance through the earned income tax credit; and f. assistance under Nebraska’s TANF program and other supportive services and transportation provided through TANF
10.	Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation
11.	Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA

2. Individualized Career Services. Individualized career services are tailored to each program participant to best meet the individual’s needs, if determined appropriate in order for an individual to obtain or retain employment, and must be made available through the local workforce delivery system.

The following table lists the individualized career services that must be made available. [20 CFR § 678.430(b)]

INDIVIDUALIZED CAREER SERVICES	
1.	Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include: <ol style="list-style-type: none"> a. diagnostic testing and use of other assessment tools; and b. in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
2.	Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information on and access to the Eligible Training Provider List
3.	Group counseling
4.	Individual counseling
5.	Career planning
6.	Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training
7.	Internships and work experiences that are linked to careers
8.	Workforce preparation activities
9.	Financial literacy services
10.	Out-of-area job search assistance and relocation assistance

INDIVIDUALIZED CAREER SERVICES

11. English-language acquisition programs and integrated education and training programs [20 CFR § 678.430: If any one-stop partner or service provider receives funds directly or indirectly from U.S. Department of Health and Human Services or other Federal agencies, it is required under Title VI of the Civil Rights Act of 1964 and its implementing regulations, to take reasonable steps to ensure meaningful access to its programs by persons with limited English proficiency. Title VI also prohibits Federal grant recipients from utilizing methods of administration that have the effect of discriminating against persons based on their race, color, or national origin. In some cases, a provider's failure to provide language assistance to linguistically or culturally diverse populations could be a violation of Title VI. However, the Title VI requirement to take reasonable steps to ensure meaningful access does not mean that jurisdictions are required to provide universal ESL training. While individual jurisdictions may need to provide ESL training and testing to TANF family members in some cases, universal ESL training is not a statutorily mandated requirement.]

3. Follow-up Career Services.

FOLLOW-UP CAREER SERVICES

Follow-up services must be provided for up to twelve (12) months after an individual's first day of employment, as appropriate.

Follow-up career services include counseling regarding the workplace for participants in Adult or Dislocated Worker programs who are placed in unsubsidized employment

4. Other services to be provided by PARTNER: [to be determined]

C. OPERATIONAL COSTS.

1. Co-Location. [to be determined].

2. Funding Source. The funding source that will provide the financial support for PARTNER's participation is: to be determined.

3. Special Conditions. [to be determined].

D. STAFFING. PARTNER intends to allocate [to be determined] staffing under this MOU.

E. COMMON INTAKE, INFORMATION EXCHANGE SYSTEMS, AND METHODS OF REFERRAL.

1. Common Intake. [to be determined]

2. Information Exchange Systems. [to be determined]

3. Referral Process. [to be determined]

VI - Performance Criteria

It is agreed that parties to this MOU will strive to achieve the goals of the WIOA State and Local Plans and the following standards of quality service for its customers, employees and other participating partners:

A. PARTNER will deliver high quality services through the AJC delivery system.

B. All customers will receive prompt and courteous service, and appropriate services, education, and training that will help them reach their employment goals.

VII - Cost Sharing and Resource Sharing

[to be determined]

VIII - Complaint and Grievance Procedures

PARTNER will have a policy and procedure to handle complaints and grievances specific to services provided by PARTNER. Complaints and grievances specific to the AJC may be resolved with the GNWDB's Administrative Entity (NDOL) or may be processed in accordance with the GNWDB policy on complaints of discrimination or the policy on non-criminal complaints and grievances.

IX - MOU Approval

The undersigned participating PARTNER binds itself to the faithful performance of this MOU.

X - Restriction on Use of Funds

Unless specifically allowed or required by federal or state law or mandates, no funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office, nor shall they be used to provide services to or the employment of or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this MOU with:

- A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
- B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

XI - Risk of Loss

- A. If PARTNER is a state agency, it is self-insured.
- B. If PARTNER is not a state agency, it shall be responsible for any loss due to theft, misappropriation and the actions of its contractors, agents and employees. The other PARTNERS shall not be responsible for loss or damage to property owned by a PARTNER unless such loss or damage was due to the actions of the other PARTNER. Office furniture and appurtenances purchased with WIOA funds are the property of the AJC.

XII - Term of MOU

- A. This MOU is effective July 1, 2017 through June 30, 2020.
- B. Any amendment or extension to this MOU shall be in writing and signed by all parties.
- C. This MOU shall terminate with regard to PARTNER upon the occurrence of any or all of the following:
 - 1. Exhaustion of designated fund.
 - 2. Upon thirty days' written notice by any party to the others.

3. Should this MOU be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. This MOU shall be reviewed annually.
- E. Costs under this MOU shall be renegotiated annually.

XIII - Assignability

The parties shall not assign, transfer, or convey any right, title, or interest of this MOU.

XIV - EEO / ADA / Drug Free Workplace Provisions

PARTNER acknowledges that its activities pursuant to this MOU must be in compliance with civil rights laws and statutes, and any implementing regulations, and makes the following assurances:

- A. Warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, religion, sex, national origin, age, or status as a qualified person with a disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which any contractor receives federal financial assistance.
- B. PARTNER and any of its subcontractors with respect to any services performed under this MOU shall not discriminate against any employee or applicant for employment, to be employed in the performance of this MOU, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
- C. PARTNER shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

XV - Statement of Confidentiality of Program Information

- A. To safeguard information exchanged via this MOU:
 1. Each PARTNER, their employees and agents, are required to review and follow applicable laws, regulations and policies relating to program-specific information as it applies to confidentiality of information with respect to any use or redisclosure of information provided to them through this MOU.
 2. Access to the information provided by this MOU will be restricted only to authorized employees and agents of PARTNERS.
 3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.
 4. Each PARTNER, and its employees and agents, agree to hold all information received in a confidential manner in accordance with all applicable laws and regulations respecting the same.

5. Any records created from information provided by this MOU will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
 6. Unauthorized release or use of this information shall be cause for immediate termination of this MOU.
- B. To ensure confidentiality, each PARTNER, and its employees and agents, agree to:
1. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means. Therefore, the parties agree to:
 - a. Sign off of or password protect computers when they are not in use,
 - b. Encrypt or password-protect confidential or sensitive files, and
 - c. Store all PC diskettes or other media holding the exchanged information which contain confidential or sensitive information under lock and key.
 2. Ensure that only authorized persons will have access to exchanged information.
 3. Instruct that all personnel with access to the exchanged information provided by this MOU are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.
 4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

XVI - Conflict of Interest

No officer, employee, or agent who has or will participate in the selection, the award, or the administration of this MOU may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all sub-contracts to the MOU. Upon written request, exceptions may be granted upon a case-by-case basis. These exceptions are granted by the GNWDB.

XVII - Entire MOU

This MOU contains the entire agreement of the parties. No representations were made or relied upon by any party hereto other than those that are expressly set forth herein.

XVIII - Applicable Law

Parties to this MOU shall conform with all existing and applicable city and county ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Parties to this MOU shall conform with all state and local WIOA policies. Nebraska law will govern the terms and performance under this MOU.

XIX - Public Record Statement

This document is a public record.

XX - Debarment, Suspension or Declared Ineligible

PARTNER certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is PARTNER's affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. PARTNER acknowledges that suspension or debarment is cause for termination.

XXI - Staffing

This MOU does not create an employment relationship or establish other employment-related rights. PARTNER shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the GNWDB's ability to provide other essential services. PARTNER will indemnify and hold harmless the other parties for any injury PARTNER or PARTNER's employees suffer in the performance of this MOU.

XXII - WIOA Assurances

See *Attachment #1*.

XXIII – Point of Contact

A. The following individuals are designated to be the Point of Contact (POC) for the parties:

For NDOL:

Shannon Grotrian, E&T Administrator 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-9897 Email: shannon.grotrian@nebraska.gov
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For PARTNER:

Doug Weinberg, Director Division of Children & Family Services 301 Centennial Mall, South Lincoln, NE 68508	Phone: (402) 471-3121 Email: doug.weinberg@nebraska.gov
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B. POC's do not have the authority to amend, extend or otherwise change this Agreement, unless the POC is also the signatory to the Agreement.

XXIV – Auditor of Public Accounts

PARTNER understands and acknowledges that the records it provides to NDOL may be subject to an examination by the Auditor of Public Accounts in accordance with *Neb. Rev. Stat. §84-305* including, but not limited to, books, accounts, vouchers, records and expenditures.

[signature page to follow]

XXV - Signatures

IN WITNESS WHEREOF, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

Date
Greater Nebraska Workforce Development Board

LISA WILSON, Chair

Date
Greater Nebraska Chief Elected Officials Board

PAMELA LANCASTER, Chair

Date
Nebraska Department of Health & Human Services

COURTNEY PHILLIPS, CEO

DRAFT

REVIEWED AND APPROVED:

KIM SCHREINER, Controller
Nebraska Department of Labor

Date

JOAN MODRELL, E&T Director
Nebraska Department of Labor

Date

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

Date

KATIE S. THURBER, General Counsel
Nebraska Department of Labor

Date

ATTACHMENTS:

#1 – WIOA Assurances

**Workforce Innovation and Opportunity Act (WIOA)
ASSURANCES**

Access to Records - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to examine, all documents related to the grant agreement.

Administration – The Grantee assures it will fully comply with all Grantor instructions and relating to the administration of funds.

Administration and Fiscal Systems - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the WIOA, and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to sub-grants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls will be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

Audit Resolution File – The Grantee assures that the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

Bonding – The Grantee assures that all persons and/or sub-recipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and State regulatory requirements for protection against loss.

Cash Management – The Grantee assures that no excess cash will be kept on hand, and procedures for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements will be in place.

Citizenship / Status - No person or beneficiary will be discriminated against by Grantee on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA Title I financially-assisted program or activity.

Compliance with Nebraska Revised Statutes §§4-108 through 4-112 and 4-114 – The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in *Neb. Rev. Stat.* §4-114, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to *Neb. Rev. Stat.* §§4-111 and 4-112, if the Contractor has applied for public benefits, as defined in *Neb. Rev. Stat.* §4108. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIOA – The Grantee assures that it will fully comply with the requirements of WIOA.

Confidentiality – The Grantee assures it will comply with the confidentiality requirements of Section 116(i)(3) of WIOA.

Consultation - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Development Board, the business community, labor organizations, and other partners.

Disabilities - The Grantee assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Executive Order 11375. Grantee agrees to comply with Executive Order 11246 of September 28, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 (October 13, 1967) entitled “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity” and as supplemented in US Department of Labor regulations on “Obligations of Contractors and Subcontractors” (Title 41, Subtitle B, Chapter 60, Part 60-1).

Expending Funds – The Grantee assures that funds will be spent in accordance with WIOA and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal laws and regulations, state statutes and regulations, and state policies.

Governor’s Grant Procedures – The Grantee assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

General Administrative Requirements:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
 - Standard Form 424 B – Assurances - Non-Construction Programs.
 - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
 - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
 - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
 - 29 CFR Part 93 – New Restrictions on Lobbying.
 - 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions. -
 - 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

Grievances/Complaints- The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

Human Trafficking – The Grantee understands that the awarding agency may terminate the award, without penalty, as a result of actions by Grantee, employees or sub-recipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

In Demand Occupation or Industry – WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate.

Labor Standard Provisions. Grantee agrees to adhere to the Davis-Bacon Act of 1931 (40 U.S.C. §276a to 276a-7) and the Contract Work Hours & Safety Standards Act of 1962 (40 U.S.C. §§3141 and 3702 to 3708), as amended, and supplemented by U.S. Department of Labor regulations.

Licensing, Taxation, and Insurance – The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

Nebraska Fair Employment Practice Act - The Grantee assures it will comply with the Nebraska Fair Employment Practice Act, *Neb. Rev. Stat.* §§48-1101 to 48-1126.

Nondiscrimination - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibit discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- On the basis of age under the Age Discrimination Act of 1975;
- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee further assures it will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

Patent Rights, Copyrights and Rights in Data – The Grantee understands that NDOL and US Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Political Affiliation - No person or beneficiary will be discriminated against by Grantee on the basis of his/her political affiliation.

Regional Planning – The Workforce Development Board will participate in regional planning.

Reporting - The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

Responsibility Matters – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

Retention of Records – The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of five years after grant closeout. If prior to the five-year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement will be maintained until the litigation is complete and audit findings are resolved.

Salary and Bonus Limitations – The Grantee assures none of the funds appropriated in WIOA or prior Acts under the heading “Employment and Training Administration” that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under Section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.

Special Clauses/Provisions – Grantee understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

State Energy Conservation Plan – The Grantee recognizes mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee agrees to comply with all applicable standards, orders, or requirements issued under §306 of the Energy Policy and Conservation Act, §508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of \$100,000 (40 CFR Part 15).

State WIOA Policies - Grantee shall comply with all provisions contained in the State of Nebraska WIOA Policies.

Sunshine Provision – The local Workforce Development Board assures that the public, including individuals with disabilities, has access to minutes of its meetings.

Title VII - The Grantee assures it will comply with Title VII of the Civil Rights Act of 1964, as amended.

Union Organizing – The Grantee assures no funds received under WIOA will be to assist, promote, or deter union organizing.

Veterans – The Grantee assures that funds received under WIOA will comply with the veteran’s priority provisions established in the Jobs for Veterans Act.

MEMORANDUM OF UNDERSTANDING
Between
THE GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
INDIAN CENTER, INC.

Native American Programs ([WIOA Title I(D)]

THIS MEMORANDUM OF UNDERSTANDING is entered into on July 1, 2017 between the Greater Nebraska Workforce Development Board (GNWDB), the Greater Nebraska Chief Elected Officials Board (GNCEOB), and the **Indian Center, Inc.** (PARTNER), for Native American program services in the **Grand Island American Job Center (AJC)**.

WHEREAS, the parties desire to build an integrated service delivery system in the Greater Nebraska Workforce Development Area (88 Nebraska counties – except Douglas, Lancaster, Sarpy, Saunders, and Washington) pursuant to the provisions of the Workforce Innovation & Opportunity Act of 2014 (WIOA); and

WHEREAS, PARTNER is engaged in workforce development activities in the Greater Nebraska Workforce Development Area; and

WHEREAS, the parties desire to determine, negotiate and allocate the services and costs of funding those services at the AJC.

NOW, THEREFORE, the parties agree as follows:

I - Purpose of MOU

- A. Workforce Design. The Greater Nebraska Workforce Development Area is a member of the AJC network which includes six core programs: Title I Adult, Dislocated Worker, and Youth programs; the Title II Adult Education and Family Literacy Act (AEFLA) program; the Employment Service (ES) program (authorized under the Wagner-Peyser Act, as amended by Title III of WIOA), and the Vocational Rehabilitation (VR) program (authorized under Title I of the Rehabilitation Act of 1973, as amended by Title IV of WIOA). The AJC network also includes other required and additional partners identified in WIOA. Through the AJCs, these partner programs and their direct service providers ensure businesses and all job seekers—a shared client base across the multiple programs—have access to information and services that lead to positive educational and employment outcomes. Under WIOA, AJCs and partner staff strive to:
1. Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families;
 2. Provide access and opportunities to job seekers, including individuals with barriers to employment, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;

3. Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.
 4. Participate in rigorous evaluations that support continuous improvement of AJCs by identifying which strategies work better for different populations; and
 5. Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.
- B. The local workforce delivery system includes a comprehensive AJC in Grand Island and ten (10) affiliated AJC sites located in: Alliance, Beatrice, Columbus, Kearney, Lexington, Nebraska City, Norfolk, North Platte, Scottsbluff, and York.
- C. Partner Responsibilities & Expectations. The one-stop partners of this MOU agree to participate in joint planning, plan development, and modification of activities to accomplish the following:
1. Accessibility of the partner’s applicable service(s) to customers through the one-stop delivery system.
 2. Participation in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
 3. All partners and staff are adequately cross-trained as a result of their participation in capacity building and staff development activities.
 4. Continuous partnership building; requiring inclusiveness of all partners involved.
 5. Continuous planning in response to state and federal requirements.
 6. Responsiveness to local and economic conditions, including employer needs.
 7. Meet common data collection and reporting needs.
 8. Involvement in special grant and/or pilot projects that impact a partner’s shared staffing resources.
 9. Co-branding and System Affiliation – Each one-stop delivery system partner will include “a proud partner of the AJC network” on any joint products, programs, activities, services, facilities, and materials used by the combined partnership of the one-stop system.
- D. Greater Nebraska must have at least one comprehensive AJC that provides universal access to the full range of employment services, training and education, employer assistance, etc. In other words, a comprehensive AJC is a physical location where job seekers and employers have access to the programs, services, and activities of all the required AJC partners.
- E. For a service to be deemed “accessible,” a partner must provide access to that service through at least one of the following methods:
1. Co-location – Program staff from the partner are physically present at the AJC.

2. Cross information sharing / Customer Referral – AJC staff are trained to provide information about all programs, services, and activities that may be available to the customer through the partner organization and can make referrals.
 3. Direct access through real-time technology – Access through two-way communication and interaction between clients and the partner that results in services being provided. Examples may include the following:
 - a. Identification of a single point of contact for service delivery at the partner’s program.
 - b. Email or instant messaging.
 - c. Facilitating phone calls between partner agency staff and clients.
 - d. Live chat via Skype or FaceTime.
 - e. Establishment of an Internet portal linking all of the partners
- F. Role of the One-stop Operator. Through the AJC, the one-stop operator is responsible for carrying out the activities described below:
1. Facilitates integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the AJC.
 2. Develops and implements operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings.
 3. Facilitates the implementation of the “common intake” and communication tool to; integrate partner program services, increase co-enrollments across programs and eliminate duplication of services.
 4. Organizes and integrates AJC services by function (rather than by program), when permitted by a program’s authorizing statute and, as appropriate, through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having AJC staff who perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams).
 5. Create a model of service integration that focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program.
 6. Facilitate the integrated Greater Nebraska AJC sites by ensuring;
 - a. Center staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.

DRAFT

- b. Center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs' services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.
- c. Center staff are routinely trained so they are keenly aware as to how their particular work function supports and contributes to the overall vision of the Local WDB, as well as within the AJC network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

II – Vision Statement

To deliver local coordinated, proactive, responsive and adaptable services for jobseekers and employers to maximize opportunities for earning, learning, and living.

III - Integrated Service Delivery Activities

- A. The parties to this MOU agree to conduct the following activities:
 - 1. Jointly promote the further integration of programs through joint planning at the state, regional, and local levels;
 - 2. Coordinate resources and programs for a more streamlined and efficient workforce development system;
 - 3. Promote information-sharing and the coordination of activities to improve the performance of the AJC through the development and implementation of an MOU;
 - 4. Identify barriers to coordination;
 - 5. Promote the development and implementation of a more unified system of measuring program performance and accountability;
 - 6. Promote, when feasible, the development of a more common data system to track client progress; and
 - 7. Promote any other activities which will lead to establishment of an efficient and effective workforce development program.
- B. The Nebraska Department of Labor (NDOL) is the Administrative Entity for the Greater Nebraska Workforce Development Area. NDOL shall have oversight responsibility, which includes coordination with a facility manager where appropriate, for office management design, and daily operational issues. PARTNER shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

IV - General Provisions

It is understood that PARTNER should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time PARTNER is unable to perform its functions under this MOU consistent with PARTNER's statutory and regulatory mandates, PARTNER shall immediately provide written notice to the GNWDB through NDOL to establish a date for mutual resolution of the conflict.

V - PARTNER Cost Allocation and Description of Services and/or Program Activities

The parties agree to the following cost allocations, services, and/or program activities:

- A. SITE LOCATION. [to be determined]
- B. INTEGRATION OF SERVICES. Under WIOA, there are three (3) types of career services: basic, individualized, and follow-up. [WIOA Sec. 134(c)(2); 20 CFR § 678.430]

PARTNER agrees to integrate services provided under the WIOA as a single service delivery system. Services and/or program activities to be provided are generally identified as:

- 1. Required Basic Career Services. Basic career services must be made available to each individual accessing an AJC and must be made available otherwise through the local workforce delivery system. Basic career services must also be made available to local employers.

The following table lists the basic career services that must be provided. [20 CFR §678.430(a)]

In addition to the basic career services, TANF agencies must identify all other employment services and related support services being provided by the TANF program in the local area that qualify as career services and ensure access to those services through the local workforce delivery system.

REQUIRED BASIC CAREER SERVICES	
1.	Eligibility determination for WIOA Title IB Adult, Dislocated Worker, and Youth programs
2.	Outreach, intake (including profiling), and orientation to information and other services available through the local workforce delivery system, including: <ul style="list-style-type: none"> a. an opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to an application web site
3.	Initial assessment of skill levels including literacy, numeracy, and English-language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs
4.	Labor exchange services, including: <ul style="list-style-type: none"> a. job search and placement assistance and career counseling (when needed by an individual), including provision of information on in-demand industry sectors and occupations and nontraditional employment; b. appropriate recruitment and other business services on behalf of employers, including labor market information and referrals to specialized business services other than those traditionally offered through the local workforce delivery system; and c. development of on-the-job training contracts and employer job development for unsubsidized placements
5.	Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce delivery system and, when appropriate, other workforce development programs
6.	Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: <ul style="list-style-type: none"> a. job vacancy listings in labor market areas; b. information on job skills necessary to obtain the vacant jobs listed; and c. information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those occupations
7.	Provision of performance information and program cost information on Eligible Training Providers by program and type of providers

REQUIRED BASIC CAREER SERVICES	
8.	Provision of information, in usable and understandable formats and languages, relating to how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce delivery system
9.	Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: <ol style="list-style-type: none"> child care; child support; medical or child health assistance available through Nebraska's Medicaid program and Children's Health Insurance Program; benefits under SNAP; and assistance through the earned income tax credit; and assistance under Nebraska's TANF program and other supportive services and transportation provided through TANF
10.	Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation
11.	Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA

2. Individualized Career Services. Individualized career services are tailored to each program participant to best meet the individual's needs, if determined appropriate in order for an individual to obtain or retain employment, and must be made available through the local workforce delivery system.

The following table lists the individualized career services that must be made available. [20 CFR § 678.430(b)]

INDIVIDUALIZED CAREER SERVICES	
1.	Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include: <ol style="list-style-type: none"> diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
2.	Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information on and access to the Eligible Training Provider List
3.	Group counseling
4.	Individual counseling
5.	Career planning
6.	Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training
7.	Internships and work experiences that are linked to careers
8.	Workforce preparation activities
9.	Financial literacy services
10.	Out-of-area job search assistance and relocation assistance

INDIVIDUALIZED CAREER SERVICES

11. English-language acquisition programs and integrated education and training programs [20 CFR § 678.430: If any one-stop partner or service provider receives funds directly or indirectly from U.S. Department of Health and Human Services or other Federal agencies, it is required under Title VI of the Civil Rights Act of 1964 and its implementing regulations, to take reasonable steps to ensure meaningful access to its programs by persons with limited English proficiency. Title VI also prohibits Federal grant recipients from utilizing methods of administration that have the effect of discriminating against persons based on their race, color, or national origin. In some cases, a provider’s failure to provide language assistance to linguistically or culturally diverse populations could be a violation of Title VI. However, the Title VI requirement to take reasonable steps to ensure meaningful access does not mean that jurisdictions are required to provide universal ESL training. While individual jurisdictions may need to provide ESL training and testing to TANF family members in some cases, universal ESL training is not a statutorily mandated requirement.]

3. Follow-up Career Services.

FOLLOW-UP CAREER SERVICES
Follow-up services <u>must</u> be provided for up to twelve (12) months <u>after</u> an individual’s first day of employment, as appropriate.
Follow-up career services include counseling regarding the workplace for participants in Adult or Dislocated Worker programs who are placed in unsubsidized employment

4. Other services to be provided by PARTNER: [to be determined]

C. OPERATIONAL COSTS.

1. Co-Location. [to be determined].

2. Funding Source. The funding source that will provide the financial support for PARTNER’s participation is: to be determined.

3. Special Conditions. [to be determined].

D. STAFFING. PARTNER intends to allocate [to be determined] staffing under this MOU.

E. COMMON INTAKE, INFORMATION EXCHANGE SYSTEMS, AND METHODS OF REFERRAL.

1. Common Intake. [to be determined]

2. Information Exchange Systems. [to be determined]

3. Referral Process. [to be determined]

VI - Performance Criteria

It is agreed that parties to this MOU will strive to achieve the goals of the WIOA State and Local Plans and the following standards of quality service for its customers, employees and other participating partners:

A. PARTNER will deliver high quality services through the AJC delivery system.

B. All customers will receive prompt and courteous service, and appropriate services, education, and training that will help them reach their employment goals.

VII - Cost Sharing and Resource Sharing

[to be determined]

VIII - Complaint and Grievance Procedures

PARTNER will have a policy and procedure to handle complaints and grievances specific to services provided by PARTNER. Complaints and grievances specific to the AJC may be resolved with the GNWDB's Administrative Entity (NDOL) or may be processed in accordance with the GNWDB policy on complaints of discrimination or the policy on non-criminal complaints and grievances.

IX - MOU Approval

The undersigned participating PARTNER binds itself to the faithful performance of this MOU.

X - Restriction on Use of Funds

Unless specifically allowed or required by federal or state law or mandates, no funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office, nor shall they be used to provide services to or the employment of or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this MOU with:

- A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
- B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

XI - Risk of Loss

- A. If PARTNER is a state agency, it is self-insured.
- B. If PARTNER is not a state agency, it shall be responsible for any loss due to theft, misappropriation and the actions of its contractors, agents and employees. The other PARTNERS shall not be responsible for loss or damage to property owned by a PARTNER unless such loss or damage was due to the actions of the other PARTNER. Office furniture and appurtenances purchased with WIOA funds are the property of the AJC.

XII - Term of MOU

- A. This MOU is effective July 1, 2017 through June 30, 2020.
- B. Any amendment or extension to this MOU shall be in writing and signed by all parties.
- C. This MOU shall terminate with regard to PARTNER upon the occurrence of any or all of the following:
 - 1. Exhaustion of designated fund.
 - 2. Upon thirty days' written notice by any party to the others.

3. Should this MOU be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. This MOU shall be reviewed annually.
- E. Costs under this MOU shall be renegotiated annually.

XIII - Assignability

The parties shall not assign, transfer, or convey any right, title, or interest of this MOU.

XIV - EEO / ADA / Drug Free Workplace Provisions

PARTNER acknowledges that its activities pursuant to this MOU must be in compliance with civil rights laws and statutes, and any implementing regulations, and makes the following assurances:

- A. Warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, religion, sex, national origin, age, or status as a qualified person with a disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which any contractor receives federal financial assistance.
- B. PARTNER and any of its subcontractors with respect to any services performed under this MOU shall not discriminate against any employee or applicant for employment, to be employed in the performance of this MOU, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
- C. PARTNER shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

XV - Statement of Confidentiality of Program Information

- A. To safeguard information exchanged via this MOU:
 1. Each PARTNER, their employees and agents, are required to review and follow applicable laws, regulations and policies relating to program-specific information as it applies to confidentiality of information with respect to any use or redisclosure of information provided to them through this MOU.
 2. Access to the information provided by this MOU will be restricted only to authorized employees and agents of PARTNERS.
 3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.
 4. Each PARTNER, and its employees and agents, agree to hold all information received in a confidential manner in accordance with all applicable laws and regulations respecting the same.

5. Any records created from information provided by this MOU will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
 6. Unauthorized release or use of this information shall be cause for immediate termination of this MOU.
- B. To ensure confidentiality, each PARTNER, and its employees and agents, agree to:
1. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means. Therefore, the parties agree to:
 - a. Sign off of or password protect computers when they are not in use,
 - b. Encrypt or password-protect confidential or sensitive files, and
 - c. Store all PC diskettes or other media holding the exchanged information which contain confidential or sensitive information under lock and key.
 2. Ensure that only authorized persons will have access to exchanged information.
 3. Instruct that all personnel with access to the exchanged information provided by this MOU are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.
 4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

XVI - Conflict of Interest

No officer, employee, or agent who has or will participate in the selection, the award, or the administration of this MOU may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all sub-contracts to the MOU. Upon written request, exceptions may be granted upon a case-by-case basis. These exceptions are granted by the GNWDB.

XVII - Entire MOU

This MOU contains the entire agreement of the parties. No representations were made or relied upon by any party hereto other than those that are expressly set forth herein.

XVIII - Applicable Law

Parties to this MOU shall conform with all existing and applicable city and county ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Parties to this MOU shall conform with all state and local WIOA policies. Nebraska law will govern the terms and performance under this MOU.

XIX - Public Record Statement

This document is a public record.

XX - Debarment, Suspension or Declared Ineligible

PARTNER certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is PARTNER’s affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. PARTNER acknowledges that suspension or debarment is cause for termination.

XXI - Staffing

This MOU does not create an employment relationship or establish other employment-related rights. PARTNER shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the GNWDB’s ability to provide other essential services. PARTNER will indemnify and hold harmless the other parties for any injury PARTNER or PARTNER’s employees suffer in the performance of this MOU.

XXII - WIOA Assurances

See *Attachment #1*.

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XXIII – Point of Contact

A. The following individuals are designated to be the Point of Contact (POC) for the parties:

For NDOL:

Shannon Grotrian, E&T Administrator 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-9897 Email: <i>shannon.grotrian@nebraska.gov</i>
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For PARTNER:

Cristi Thaut, Executive Director Indian Center, Inc. 1100 Military Road Lincoln, NE 68508	Phone: (402) 438-5231, Ext. 102 Email: <i>cthaut@icindn.org</i>
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B. POC’s do not have the authority to amend, extend or otherwise change this Agreement, unless the POC is also the signatory to the Agreement.

XXIV – Auditor of Public Accounts

PARTNER understands and acknowledges that the records it provides to NDOL may be subject to an examination by the Auditor of Public Accounts in accordance with *Neb. Rev. Stat.* §84-305 including, but not limited to, books, accounts, vouchers, records and expenditures.

[signature page to follow]

XXV - Signatures

IN WITNESS WHEREOF, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

Date LISA WILSON, Chair
Greater Nebraska Workforce Development Board

Date PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date CLYDE TYNDALL, Executive Director
Indian Center, Inc.

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REVIEWED AND APPROVED:

KIM SCHREINER, Controller
Nebraska Department of Labor Date

JOAN MODRELL, E&T Director
Nebraska Department of Labor Date

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor Date

KATIE S. THURBER, General Counsel
Nebraska Department of Labor Date

ATTACHMENTS:

#1 – WIOA Assurances

**Workforce Innovation and Opportunity Act (WIOA)
ASSURANCES**

Access to Records - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to examine, all documents related to the grant agreement.

Administration – The Grantee assures it will fully comply with all Grantor instructions and relating to the administration of funds.

Administration and Fiscal Systems - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the WIOA, and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to sub-grants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls will be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

Audit Resolution File – The Grantee assures that the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

Bonding – The Grantee assures that all persons and/or sub-recipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and State regulatory requirements for protection against loss.

Cash Management – The Grantee assures that no excess cash will be kept on hand, and procedures for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements will be in place.

Citizenship / Status - No person or beneficiary will be discriminated against by Grantee on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA Title I financially-assisted program or activity.

Compliance with Nebraska Revised Statutes §§4-108 through 4-112 and 4-114 – The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in *Neb. Rev. Stat.* §4-114, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to *Neb. Rev. Stat.* §§4-111 and 4-112, if the Contractor has applied for public benefits, as defined in *Neb. Rev. Stat.* §4108. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIOA – The Grantee assures that it will fully comply with the requirements of WIOA.

Confidentiality – The Grantee assures it will comply with the confidentiality requirements of Section 116(i)(3) of WIOA.

Consultation - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Development Board, the business community, labor organizations, and other partners.

Disabilities - The Grantee assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Executive Order 11375. Grantee agrees to comply with Executive Order 11246 of September 28, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 (October 13, 1967) entitled “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity” and as supplemented in US Department of Labor regulations on “Obligations of Contractors and Subcontractors” (Title 41, Subtitle B, Chapter 60, Part 60-1).

Expending Funds – The Grantee assures that funds will be spent in accordance with WIOA and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal laws and regulations, state statutes and regulations, and state policies.

Governor’s Grant Procedures – The Grantee assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

General Administrative Requirements:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
 - Standard Form 424 B – Assurances - Non-Construction Programs.
 - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
 - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
 - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
 - 29 CFR Part 93 – New Restrictions on Lobbying.
 - 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions. -
 - 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

Grievances/Complaints- The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

Human Trafficking – The Grantee understands that the awarding agency may terminate the award, without penalty, as a result of actions by Grantee, employees or sub-recipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

In Demand Occupation or Industry – WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate.

Labor Standard Provisions. Grantee agrees to adhere to the Davis-Bacon Act of 1931 (40 U.S.C. §276a to 276a-7) and the Contract Work Hours & Safety Standards Act of 1962 (40 U.S.C. §§3141 and 3702 to 3708), as amended, and supplemented by U.S. Department of Labor regulations.

Licensing, Taxation, and Insurance – The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

Nebraska Fair Employment Practice Act - The Grantee assures it will comply with the Nebraska Fair Employment Practice Act, *Neb. Rev. Stat.* §§48-1101 to 48-1126.

Nondiscrimination - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibit discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- On the basis of age under the Age Discrimination Act of 1975;
- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee further assures it will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

Patent Rights, Copyrights and Rights in Data – The Grantee understands that NDOL and US Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Political Affiliation - No person or beneficiary will be discriminated against by Grantee on the basis of his/her political affiliation.

Regional Planning – The Workforce Development Board will participate in regional planning.

Reporting - The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

Responsibility Matters – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

Retention of Records – The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of five years after grant closeout. If prior to the five-year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement will be maintained until the litigation is complete and audit findings are resolved.

Salary and Bonus Limitations – The Grantee assures none of the funds appropriated in WIOA or prior Acts under the heading “Employment and Training Administration” that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under Section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.

Special Clauses/Provisions – Grantee understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

State Energy Conservation Plan – The Grantee recognizes mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee agrees to comply with all applicable standards, orders, or requirements issued under §306 of the Energy Policy and Conservation Act, §508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of \$100,000 (40 CFR Part 15).

State WIOA Policies - Grantee shall comply with all provisions contained in the State of Nebraska WIOA Policies.

Sunshine Provision – The local Workforce Development Board assures that the public, including individuals with disabilities, has access to minutes of its meetings.

Title VII - The Grantee assures it will comply with Title VII of the Civil Rights Act of 1964, as amended.

Union Organizing – The Grantee assures no funds received under WIOA will be to assist, promote, or deter union organizing.

Veterans – The Grantee assures that funds received under WIOA will comply with the veteran’s priority provisions established in the Jobs for Veterans Act.

MEMORANDUM OF UNDERSTANDING
Between
THE GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
NEBRASKA COMMISSION FOR THE BLIND AND VISUALLY IMPAIRED

Services for the Blind and Visually Impaired (WIOA Title IV)

THIS MEMORANDUM OF UNDERSTANDING is entered into on July 1, 2017 between the Greater Nebraska Workforce Development Board (GNWDB), the Greater Nebraska Chief Elected Officials Board (GNCEOB), and the **Nebraska Commission for the Blind and Visually Impaired (PARTNER)**, for blind and visually impaired services in the **Grand Island American Job Center (AJC)**.

WHEREAS, the parties desire to build an integrated service delivery system in the Greater Nebraska Workforce Development Area (88 Nebraska counties – except Douglas, Lancaster, Sarpy, Saunders, and Washington) pursuant to the provisions of the Workforce Innovation & Opportunity Act of 2014 (WIOA); and

WHEREAS, PARTNER is engaged in workforce development activities in the Greater Nebraska Workforce Development Area; and

WHEREAS, the parties desire to determine, negotiate and allocate the services and costs of funding those services at the AJC.

NOW, THEREFORE, the parties agree as follows:

I - Purpose of MOU

- A. Workforce Design. The Greater Nebraska Workforce Development Area is a member of the AJC network which includes six core programs: Title I Adult, Dislocated Worker, and Youth programs; the Title II Adult Education and Family Literacy Act (AEFLA) program; the Employment Service (ES) program (authorized under the Wagner-Peyser Act, as amended by Title III of WIOA), and the Vocational Rehabilitation (VR) program (authorized under Title I of the Rehabilitation Act of 1973, as amended by Title IV of WIOA). The AJC network also includes other required and additional partners identified in WIOA. Through the AJCs, these partner programs and their direct service providers ensure businesses and all job seekers—a shared client base across the multiple programs—have access to information and services that lead to positive educational and employment outcomes. Under WIOA, AJCs and partner staff strive to:
1. Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families;
 2. Provide access and opportunities to job seekers, including individuals with barriers to employment, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;

3. Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.
 4. Participate in rigorous evaluations that support continuous improvement of AJCs by identifying which strategies work better for different populations; and
 5. Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.
- B. The local workforce delivery system includes a comprehensive AJC in Grand Island and ten (10) affiliated AJC sites located in: Alliance, Beatrice, Columbus, Kearney, Lexington, Nebraska City, Norfolk, North Platte, Scottsbluff, and York.
- C. Partner Responsibilities & Expectations. The one-stop partners of this MOU agree to participate in joint planning, plan development, and modification of activities to accomplish the following:
1. Accessibility of the partner's applicable service(s) to customers through the one-stop delivery system.
 2. Participation in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
 3. All partners and staff are adequately cross-trained as a result of their participation in capacity building and staff development activities.
 4. Continuous partnership building; requiring inclusiveness of all partners involved.
 5. Continuous planning in response to state and federal requirements.
 6. Responsiveness to local and economic conditions, including employer needs.
 7. Meet common data collection and reporting needs.
 8. Involvement in special grant and/or pilot projects that impact a partner's shared staffing resources.
 9. Co-branding and System Affiliation – Each one-stop delivery system partner will include “a proud partner of the AJC network” on any joint products, programs, activities, services, facilities, and materials used by the combined partnership of the one-stop system.
- D. Greater Nebraska must have at least one comprehensive AJC that provides universal access to the full range of employment services, training and education, employer assistance, etc. In other words, a comprehensive AJC is a physical location where job seekers and employers have access to the programs, services, and activities of all the required AJC partners.
- E. For a service to be deemed “accessible,” a partner must provide access to that service through at least one of the following methods:
1. Co-location – Program staff from the partner are physically present at the AJC.

2. Cross information sharing / Customer Referral – AJC staff are trained to provide information about all programs, services, and activities that may be available to the customer through the partner organization and can make referrals.
 3. Direct access through real-time technology – Access through two-way communication and interaction between clients and the partner that results in services being provided. Examples may include the following:
 - a. Identification of a single point of contact for service delivery at the partner’s program.
 - b. Email or instant messaging.
 - c. Facilitating phone calls between partner agency staff and clients.
 - d. Live chat via Skype or FaceTime.
 - e. Establishment of an Internet portal linking all of the partners
- F. Role of the One-stop Operator. Through the AJC, the one-stop operator is responsible for carrying out the activities described below:
1. Facilitates integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the AJC.
 2. Develops and implements operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings.
 3. Facilitates the implementation of the “common intake” and communication tool to; integrate partner program services, increase co-enrollments across programs and eliminate duplication of services.
 4. Organizes and integrates AJC services by function (rather than by program), when permitted by a program’s authorizing statute and, as appropriate, through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having AJC staff who perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams).
 5. Create a model of service integration that focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program.
 6. Facilitate the integrated Greater Nebraska AJC sites by ensuring;
 - a. Center staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.

- b. Center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs' services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.
- c. Center staff are routinely trained so they are keenly aware as to how their particular work function supports and contributes to the overall vision of the Local WDB, as well as within the AJC network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

II – Vision Statement

To deliver local coordinated, proactive, responsive and adaptable services for jobseekers and employers to maximize opportunities for earning, learning, and living.

III - Integrated Service Delivery Activities

- A. The parties to this MOU agree to conduct the following activities:
 - 1. Jointly promote the further integration of programs through joint planning at the state, regional, and local levels;
 - 2. Coordinate resources and programs for a more streamlined and efficient workforce development system;
 - 3. Promote information-sharing and the coordination of activities to improve the performance of the AJC through the development and implementation of an MOU;
 - 4. Identify barriers to coordination;
 - 5. Promote the development and implementation of a more unified system of measuring program performance and accountability;
 - 6. Promote, when feasible, the development of a more common data system to track client progress; and
 - 7. Promote any other activities which will lead to establishment of an efficient and effective workforce development program.
- B. The Nebraska Department of Labor (NDOL) is the Administrative Entity for the Greater Nebraska Workforce Development Area. NDOL shall have oversight responsibility, which includes coordination with a facility manager where appropriate, for office management design, and daily operational issues. PARTNER shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

IV - General Provisions

It is understood that PARTNER should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time PARTNER is unable to perform its functions under this MOU consistent with PARTNER's statutory and regulatory mandates, PARTNER shall immediately provide written notice to the GNWDB through NDOL to establish a date for mutual resolution of the conflict.

V - PARTNER Cost Allocation and Description of Services and/or Program Activities

The parties agree to the following cost allocations, services, and/or program activities:

- A. SITE LOCATION. [to be determined]
- B. INTEGRATION OF SERVICES. Under WIOA, there are three (3) types of career services: basic, individualized, and follow-up. [WIOA Sec. 134(c)(2); 20 CFR § 678.430]

PARTNER agrees to integrate services provided under the WIOA as a single service delivery system. Services and/or program activities to be provided are generally identified as:

1. Required Basic Career Services. Basic career services must be made available to each individual accessing an AJC and must be made available otherwise through the local workforce delivery system. Basic career services must also be made available to local employers.

The following table lists the basic career services that must be provided. [20 CFR §678.430(a)]

In addition to the basic career services, TANF agencies must identify all other employment services and related support services being provided by the TANF program in the local area that qualify as career services and ensure access to those services through the local workforce delivery system.

REQUIRED BASIC CAREER SERVICES
1. Eligibility determination for WIOA Title IB Adult, Dislocated Worker, and Youth programs
2. Outreach, intake (including profiling), and orientation to information and other services available through the local workforce delivery system, including: <ol style="list-style-type: none"> a. an opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to an application web site
3. Initial assessment of skill levels including literacy, numeracy, and English-language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs
4. Labor exchange services, including: <ol style="list-style-type: none"> a. job search and placement assistance and career counseling (when needed by an individual), including provision of information on in-demand industry sectors and occupations and nontraditional employment; b. appropriate recruitment and other business services on behalf of employers, including labor market information and referrals to specialized business services other than those traditionally offered through the local workforce delivery system; and c. development of on-the-job training contracts and employer job development for unsubsidized placements
5. Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce delivery system and, when appropriate, other workforce development programs
6. Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: <ol style="list-style-type: none"> a. job vacancy listings in labor market areas; b. information on job skills necessary to obtain the vacant jobs listed; and c. information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those occupations
7. Provision of performance information and program cost information on Eligible Training Providers by program and type of providers
8. Provision of information, in usable and understandable formats and languages, relating to how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce delivery system

REQUIRED BASIC CAREER SERVICES	
9.	Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: <ol style="list-style-type: none"> child care; child support; medical or child health assistance available through Nebraska’s Medicaid program and Children’s Health Insurance Program; benefits under SNAP; and assistance through the earned income tax credit; and assistance under Nebraska’s TANF program and other supportive services and transportation provided through TANF
10.	Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation
11.	Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA

2. Individualized Career Services. Individualized career services are tailored to each program participant to best meet the individual’s needs, if determined appropriate in order for an individual to obtain or retain employment, and must be made available through the local workforce delivery system.

The following table lists the individualized career services that must be made available. [20 CFR § 678.430(b)]

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INDIVIDUALIZED CAREER SERVICES	
1.	Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include: <ol style="list-style-type: none"> diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
2.	Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information on and access to the Eligible Training Provider List
3.	Group counseling
4.	Individual counseling
5.	Career planning
6.	Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training
7.	Internships and work experiences that are linked to careers
8.	Workforce preparation activities
9.	Financial literacy services
10.	Out-of-area job search assistance and relocation assistance
11.	English-language acquisition programs and integrated education and training programs [20 CFR § 678.430: If any one-stop partner or service provider receives funds directly or indirectly from U.S. Department of Health and Human Services or other Federal agencies, it is required under Title VI of the Civil Rights Act of 1964 and its implementing regulations, to take reasonable steps to ensure meaningful access to its programs by persons with limited English proficiency. Title VI also prohibits Federal grant recipients from utilizing methods of administration that have the effect of discriminating against persons based on their race, color, or national origin. In some cases, a provider’s failure to provide language assistance to linguistically or culturally diverse populations could be a violation of Title VI. However, the Title VI requirement to take reasonable steps to ensure meaningful access <u>does not mean</u> that jurisdictions are required to provide universal ESL training. While individual jurisdictions may need to provide ESL training and testing to TANF family members in some cases, universal ESL training is not a statutorily mandated requirement.]

3. Follow-up Career Services.

FOLLOW-UP CAREER SERVICES

Follow-up services must be provided for up to twelve (12) months after an individual's first day of employment, as appropriate.

Follow-up career services include counseling regarding the workplace for participants in Adult or Dislocated Worker programs who are placed in unsubsidized employment

4. Other services to be provided by PARTNER: [to be determined]

C. OPERATIONAL COSTS.

1. Co-Location. [to be determined].

2. Funding Source. The funding source that will provide the financial support for PARTNER's participation is: to be determined.

3. Special Conditions. [to be determined].

D. STAFFING. PARTNER intends to allocate [to be determined] staffing under this MOU.

E. COMMON INTAKE, INFORMATION EXCHANGE SYSTEMS, AND METHODS OF REFERRAL.

1. Common Intake. [to be determined]

2. Information Exchange Systems. [to be determined]

3. Referral Process. [to be determined]

VI - Performance Criteria

It is agreed that parties to this MOU will strive to achieve the goals of the WIOA State and Local Plans and the following standards of quality service for its customers, employees and other participating partners:

A. PARTNER will deliver high quality services through the AJC delivery system.

B. All customers will receive prompt and courteous service, and appropriate services, education, and training that will help them reach their employment goals.

VII - Cost Sharing and Resource Sharing

[to be determined]

VIII - Complaint and Grievance Procedures

PARTNER will have a policy and procedure to handle complaints and grievances specific to services provided by PARTNER. Complaints and grievances specific to the AJC may be resolved with the GNWDB's Administrative Entity (NDOL) or may be processed in accordance with the GNWDB policy on complaints of discrimination or the policy on non-criminal complaints and grievances.

IX - MOU Approval

The undersigned participating PARTNER binds itself to the faithful performance of this MOU.

X - Restriction on Use of Funds

Unless specifically allowed or required by federal or state law or mandates, no funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office, nor shall they be used to provide services to or the employment of or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this MOU with:

- A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
- B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

XI - Risk of Loss

- A. If PARTNER is a state agency, it is self-insured.
- B. If PARTNER is not a state agency, it shall be responsible for any loss due to theft, misappropriation and the actions of its contractors, agents and employees. The other PARTNERS shall not be responsible for loss or damage to property owned by a PARTNER unless such loss or damage was due to the actions of the other PARTNER. Office furniture and appurtenances purchased with WIOA funds are the property of the AJC.

XII - Term of MOU

- A. This MOU is effective July 1, 2017 through June 30, 2020.
- B. Any amendment or extension to this MOU shall be in writing and signed by all parties.
- C. This MOU shall terminate with regard to PARTNER upon the occurrence of any or all of the following:
 - 1. Exhaustion of designated fund.
 - 2. Upon thirty days' written notice by any party to the others.
 - 3. Should this MOU be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. This MOU shall be reviewed annually.
- E. Costs under this MOU shall be renegotiated annually.

XIII - Assignability

The parties shall not assign, transfer, or convey any right, title, or interest of this MOU.

XIV - EEO / ADA / Drug Free Workplace Provisions

PARTNER acknowledges that its activities pursuant to this MOU must be in compliance with civil rights laws and statutes, and any implementing regulations, and makes the following assurances:

- A. Warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, religion, sex, national origin, age, or status as a qualified person with a disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which any contractor receives federal financial assistance.
- B. PARTNER and any of its subcontractors with respect to any services performed under this MOU shall not discriminate against any employee or applicant for employment, to be employed in the performance of this MOU, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
- C. PARTNER shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

XV - Statement of Confidentiality of Program Information

- A. To safeguard information exchanged via this MOU:
 1. Each PARTNER, their employees and agents, are required to review and follow applicable laws, regulations and policies relating to program-specific information as it applies to confidentiality of information with respect to any use or redisclosure of information provided to them through this MOU.
 2. Access to the information provided by this MOU will be restricted only to authorized employees and agents of PARTNERS.
 3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.
 4. Each PARTNER, and its employees and agents, agree to hold all information received in a confidential manner in accordance with all applicable laws and regulations respecting the same.
 5. Any records created from information provided by this MOU will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
 6. Unauthorized release or use of this information shall be cause for immediate termination of this MOU.
- B. To ensure confidentiality, each PARTNER, and its employees and agents, agree to:
 1. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means. Therefore, the parties agree to:

- a. Sign off of or password protect computers when they are not in use,
 - b. Encrypt or password-protect confidential or sensitive files, and
 - c. Store all PC diskettes or other media holding the exchanged information which contain confidential or sensitive information under lock and key.
2. Ensure that only authorized persons will have access to exchanged information.
 3. Instruct that all personnel with access to the exchanged information provided by this MOU are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.
 4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

XVI - Conflict of Interest

No officer, employee, or agent who has or will participate in the selection, the award, or the administration of this MOU may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all sub-contracts to the MOU. Upon written request, exceptions may be granted upon a case-by-case basis. These exceptions are granted by the GNWDB.

XVII - Entire MOU

This MOU contains the entire agreement of the parties. No representations were made or relied upon by any party hereto other than those that are expressly set forth herein.

XVIII - Applicable Law

Parties to this MOU shall conform with all existing and applicable city and county ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Parties to this MOU shall conform with all state and local WIOA policies. Nebraska law will govern the terms and performance under this MOU.

XIX - Public Record Statement

This document is a public record.

XX - Debarment, Suspension or Declared Ineligible

PARTNER certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is PARTNER's affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. PARTNER acknowledges that suspension or debarment is cause for termination.

XXI - Staffing

This MOU does not create an employment relationship or establish other employment-related rights. PARTNER shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the GNWDB’s ability to provide other essential services. PARTNER will indemnify and hold harmless the other parties for any injury PARTNER or PARTNER’s employees suffer in the performance of this MOU.

XXII - WIOA Assurances

See *Attachment #1*.

XXIII – Point of Contact

A. The following individuals are designated to be the Point of Contact (POC) for the parties:

For NDOL:

Shannon Grotrian, E&T Administrator 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-9897 Email: <i>shannon.grotrian@nebraska.gov</i>
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For PARTNER:

Connie Daly, Lincoln District Supervisor 4600 Valley Road, Ste. 100 Lincoln, NE 68510-4844	Phone: (402) 471-8111 Email: <i>connie.m.daly@nebraska.gov</i>
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B. POC’s do not have the authority to amend, extend or otherwise change this Agreement, unless the POC is also the signatory to the Agreement.

XXIV – Auditor of Public Accounts

PARTNER understands and acknowledges that the records it provides to NDOL may be subject to an examination by the Auditor of Public Accounts in accordance with *Neb. Rev. Stat. §84-305* including, but not limited to, books, accounts, vouchers, records and expenditures.

[signature page to follow]

XXV - Signatures

IN WITNESS WHEREOF, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

Date
Greater Nebraska Workforce Development Board

LISA WILSON, Chair

Date
Greater Nebraska Chief Elected Officials Board

PAMELA LANCASTER, Chair

Date
Nebraska Commission for the Blind and Visually Impaired

DR. PEARL VAN ZANDT, Ph.D., Executive Director

DRAFT

REVIEWED AND APPROVED:

KIM SCHREINER, Controller
Nebraska Department of Labor

Date

JOAN MODRELL, E&T Director
Nebraska Department of Labor

Date

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

Date

KATIE S. THURBER, General Counsel
Nebraska Department of Labor

Date

ATTACHMENTS:

#1 – WIOA Assurances

**Workforce Innovation and Opportunity Act (WIOA)
ASSURANCES**

Access to Records - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to examine, all documents related to the grant agreement.

Administration – The Grantee assures it will fully comply with all Grantor instructions and relating to the administration of funds.

Administration and Fiscal Systems - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the WIOA, and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to sub-grants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls will be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

Audit Resolution File – The Grantee assures that the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

Bonding – The Grantee assures that all persons and/or sub-recipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and State regulatory requirements for protection against loss.

Cash Management – The Grantee assures that no excess cash will be kept on hand, and procedures for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements will be in place.

Citizenship / Status - No person or beneficiary will be discriminated against by Grantee on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA Title I financially-assisted program or activity.

Compliance with Nebraska Revised Statutes §§4-108 through 4-112 and 4-114 – The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in *Neb. Rev. Stat.* §4-114, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to *Neb. Rev. Stat.* §§4-111 and 4-112, if the Contractor has applied for public benefits, as defined in *Neb. Rev. Stat.* §4108. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIOA – The Grantee assures that it will fully comply with the requirements of WIOA.

Confidentiality – The Grantee assures it will comply with the confidentiality requirements of Section 116(i)(3) of WIOA.

Consultation - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Development Board, the business community, labor organizations, and other partners.

Disabilities - The Grantee assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Executive Order 11375. Grantee agrees to comply with Executive Order 11246 of September 28, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 (October 13, 1967) entitled “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity” and as supplemented in US Department of Labor regulations on “Obligations of Contractors and Subcontractors” (Title 41, Subtitle B, Chapter 60, Part 60-1).

Expending Funds – The Grantee assures that funds will be spent in accordance with WIOA and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal laws and regulations, state statutes and regulations, and state policies.

Governor’s Grant Procedures – The Grantee assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

General Administrative Requirements:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
 - Standard Form 424 B – Assurances - Non-Construction Programs.
 - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
 - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
 - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
 - 29 CFR Part 93 – New Restrictions on Lobbying.
 - 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions. -
 - 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

Grievances/Complaints- The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

Human Trafficking – The Grantee understands that the awarding agency may terminate the award, without penalty, as a result of actions by Grantee, employees or sub-recipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

In Demand Occupation or Industry – WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate.

Labor Standard Provisions. Grantee agrees to adhere to the Davis-Bacon Act of 1931 (40 U.S.C. §276a to 276a-7) and the Contract Work Hours & Safety Standards Act of 1962 (40 U.S.C. §§3141 and 3702 to 3708), as amended, and supplemented by U.S. Department of Labor regulations.

Licensing, Taxation, and Insurance – The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

Nebraska Fair Employment Practice Act - The Grantee assures it will comply with the Nebraska Fair Employment Practice Act, *Neb. Rev. Stat.* §§48-1101 to 48-1126.

Nondiscrimination - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibit discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- On the basis of age under the Age Discrimination Act of 1975;
- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee further assures it will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

Patent Rights, Copyrights and Rights in Data – The Grantee understands that NDOL and US Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Political Affiliation - No person or beneficiary will be discriminated against by Grantee on the basis of his/her political affiliation.

Regional Planning – The Workforce Development Board will participate in regional planning.

Reporting - The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

Responsibility Matters – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

Retention of Records – The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of five years after grant closeout. If prior to the five-year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement will be maintained until the litigation is complete and audit findings are resolved.

Salary and Bonus Limitations – The Grantee assures none of the funds appropriated in WIOA or prior Acts under the heading “Employment and Training Administration” that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under Section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.

Special Clauses/Provisions – Grantee understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

State Energy Conservation Plan – The Grantee recognizes mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee agrees to comply with all applicable standards, orders, or requirements issued under §306 of the Energy Policy and Conservation Act, §508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of \$100,000 (40 CFR Part 15).

State WIOA Policies - Grantee shall comply with all provisions contained in the State of Nebraska WIOA Policies.

Sunshine Provision – The local Workforce Development Board assures that the public, including individuals with disabilities, has access to minutes of its meetings.

Title VII - The Grantee assures it will comply with Title VII of the Civil Rights Act of 1964, as amended.

Union Organizing – The Grantee assures no funds received under WIOA will be to assist, promote, or deter union organizing.

Veterans – The Grantee assures that funds received under WIOA will comply with the veteran’s priority provisions established in the Jobs for Veterans Act.

MEMORANDUM OF UNDERSTANDING
Between
THE GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
NEBRASKA DEPARTMENT OF EDUCATION,
VOCATIONAL REHABILITATION SERVICES

Vocational Rehabilitation Services

THIS MEMORANDUM OF UNDERSTANDING is entered into on July 1, 2017 between the Greater Nebraska Workforce Development Board (GNWDB), the Greater Nebraska Chief Elected Officials Board (GNCEOB), and the **Nebraska Department of Education, Vocational Rehabilitation** (PARTNER), for vocational rehabilitation services in the **Grand Island American Job Center** (AJC).

WHEREAS, the parties desire to build an integrated service delivery system in the Greater Nebraska Workforce Development Area (88 Nebraska counties – except Douglas, Lancaster, Sarpy, Saunders, and Washington) pursuant to the provisions of the Workforce Innovation & Opportunity Act of 2014 (WIOA); and

WHEREAS, PARTNER is engaged in workforce development activities in the Greater Nebraska Workforce Development Area; and

WHEREAS, the parties desire to determine, negotiate and allocate the services and costs of funding those services at the AJC.

NOW, THEREFORE, the parties agree as follows:

I - Purpose of MOU

- A. Workforce Design. The Greater Nebraska Workforce Development Area is a member of the AJC network which includes six core programs: Title I Adult, Dislocated Worker, and Youth programs; the Title II Adult Education and Family Literacy Act (AEFLA) program; the Employment Service (ES) program (authorized under the Wagner-Peyser Act, as amended by Title III of WIOA), and the Vocational Rehabilitation (VR) program (authorized under Title I of the Rehabilitation Act of 1973, as amended by Title IV of WIOA). The AJC network also includes other required and additional partners identified in WIOA. Through the AJCs, these partner programs and their direct service providers ensure businesses and all job seekers—a shared client base across the multiple programs—have access to information and services that lead to positive educational and employment outcomes. Under WIOA, AJCs and partner staff strive to:
1. Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families;
 2. Provide access and opportunities to job seekers, including individuals with barriers to employment, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;

3. Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.
 4. Participate in rigorous evaluations that support continuous improvement of AJCs by identifying which strategies work better for different populations; and
 5. Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.
- B. The local workforce delivery system includes a comprehensive AJC in Grand Island and ten (10) affiliated AJC sites located in: Alliance, Beatrice, Columbus, Kearney, Lexington, Nebraska City, Norfolk, North Platte, Scottsbluff, and York.
- C. Partner Responsibilities & Expectations. The one-stop partners of this MOU agree to participate in joint planning, plan development, and modification of activities to accomplish the following:
1. Accessibility of the partner’s applicable service(s) to customers through the one-stop delivery system.
 2. Participation in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
 3. All partners and staff are adequately cross-trained as a result of their participation in capacity building and staff development activities.
 4. Continuous partnership building; requiring inclusiveness of all partners involved.
 5. Continuous planning in response to state and federal requirements.
 6. Responsiveness to local and economic conditions, including employer needs.
 7. Meet common data collection and reporting needs.
 8. Involvement in special grant and/or pilot projects that impact a partner’s shared staffing resources.
 9. Co-branding and System Affiliation – Each one-stop delivery system partner will include “a proud partner of the AJC network” on any joint products, programs, activities, services, facilities, and materials used by the combined partnership of the one-stop system.
- D. Greater Nebraska must have at least one comprehensive AJC that provides universal access to the full range of employment services, training and education, employer assistance, etc. In other words, a comprehensive AJC is a physical location where job seekers and employers have access to the programs, services, and activities of all the required AJC partners.
- E. For a service to be deemed “accessible,” a partner must provide access to that service through at least one of the following methods:
1. Co-location – Program staff from the partner are physically present at the AJC.

2. Cross information sharing / Customer Referral – AJC staff are trained to provide information about all programs, services, and activities that may be available to the customer through the partner organization and can make referrals.
 3. Direct access through real-time technology – Access through two-way communication and interaction between clients and the partner that results in services being provided. Examples may include the following:
 - a. Identification of a single point of contact for service delivery at the partner’s program.
 - b. Email or instant messaging.
 - c. Facilitating phone calls between partner agency staff and clients.
 - d. Live chat via Skype or FaceTime.
 - e. Establishment of an Internet portal linking all of the partners
- F. Role of the One-stop Operator. Through the AJC, the one-stop operator is responsible for carrying out the activities described below:
1. Facilitates integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the AJC.
 2. Develops and implements operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings.
 3. Facilitates the implementation of the “common intake” and communication tool to; integrate partner program services, increase co-enrollments across programs and eliminate duplication of services.
 4. Organizes and integrates AJC services by function (rather than by program), when permitted by a program’s authorizing statute and, as appropriate, through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having AJC staff who perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams).
 5. Create a model of service integration that focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program.
 6. Facilitate the integrated Greater Nebraska AJC sites by ensuring;
 - a. Center staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.

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- b. Center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs' services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.
- c. Center staff are routinely trained so they are keenly aware as to how their particular work function supports and contributes to the overall vision of the Local WDB, as well as within the AJC network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

II – Vision Statement

To deliver local coordinated, proactive, responsive and adaptable services for jobseekers and employers to maximize opportunities for earning, learning, and living.

III - Integrated Service Delivery Activities

- A. The parties to this MOU agree to conduct the following activities:
 - 1. Jointly promote the further integration of programs through joint planning at the state, regional, and local levels;
 - 2. Coordinate resources and programs for a more streamlined and efficient workforce development system;
 - 3. Promote information-sharing and the coordination of activities to improve the performance of the AJC through the development and implementation of an MOU;
 - 4. Identify barriers to coordination;
 - 5. Promote the development and implementation of a more unified system of measuring program performance and accountability;
 - 6. Promote, when feasible, the development of a more common data system to track client progress; and
 - 7. Promote any other activities which will lead to establishment of an efficient and effective workforce development program.
- B. The Nebraska Department of Labor (NDOL) is the Administrative Entity for the Greater Nebraska Workforce Development Area. NDOL shall have oversight responsibility, which includes coordination with a facility manager where appropriate, for office management design, and daily operational issues. PARTNER shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

IV - General Provisions

It is understood that PARTNER should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time PARTNER is unable to perform its functions under this MOU consistent with PARTNER's statutory and regulatory mandates, PARTNER shall immediately provide written notice to the GNWDB through NDOL to establish a date for mutual resolution of the conflict.

V - PARTNER Cost Allocation and Description of Services and/or Program Activities

The parties agree to the following cost allocations, services, and/or program activities:

- A. SITE LOCATION. [to be determined]
- B. INTEGRATION OF SERVICES. Under WIOA, there are three (3) types of career services: basic, individualized, and follow-up. [WIOA Sec. 134(c)(2); 20 CFR § 678.430]

PARTNER agrees to integrate services provided under the WIOA as a single service delivery system. Services and/or program activities to be provided are generally identified as:

- 1. Required Basic Career Services. Basic career services must be made available to each individual accessing an AJC and must be made available otherwise through the local workforce delivery system. Basic career services must also be made available to local employers.

The following table lists the basic career services that must be provided. [20 CFR §678.430(a)]

In addition to the basic career services, TANF agencies must identify all other employment services and related support services being provided by the TANF program in the local area that qualify as career services and ensure access to those services through the local workforce delivery system.

REQUIRED BASIC CAREER SERVICES	
1.	Eligibility determination for WIOA Title IB Adult, Dislocated Worker, and Youth programs
2.	Outreach, intake (including profiling), and orientation to information and other services available through the local workforce delivery system, including: <ul style="list-style-type: none"> a. an opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to an application web site
3.	Initial assessment of skill levels including literacy, numeracy, and English-language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs
4.	Labor exchange services, including: <ul style="list-style-type: none"> a. job search and placement assistance and career counseling (when needed by an individual), including provision of information on in-demand industry sectors and occupations and nontraditional employment; b. appropriate recruitment and other business services on behalf of employers, including labor market information and referrals to specialized business services other than those traditionally offered through the local workforce delivery system; and c. development of on-the-job training contracts and employer job development for unsubsidized placements
5.	Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce delivery system and, when appropriate, other workforce development programs
6.	Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: <ul style="list-style-type: none"> a. job vacancy listings in labor market areas; b. information on job skills necessary to obtain the vacant jobs listed; and c. information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those occupations
7.	Provision of performance information and program cost information on Eligible Training Providers by program and type of providers
8.	Provision of information, in usable and understandable formats and languages, relating to how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce delivery system

REQUIRED BASIC CAREER SERVICES

- | |
|--|
| 9. Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: <ol style="list-style-type: none"> child care; child support; medical or child health assistance available through Nebraska's Medicaid program and Children's Health Insurance Program; benefits under SNAP; and assistance through the earned income tax credit; and assistance under Nebraska's TANF program and other supportive services and transportation provided through TANF |
| 10. Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation |
| 11. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA |

- Individualized Career Services. Individualized career services are tailored to each program participant to best meet the individual's needs, if determined appropriate in order for an individual to obtain or retain employment, and must be made available through the local workforce delivery system.

The following table lists the individualized career services that must be made available. [20 CFR § 678.430(b)]

INDIVIDUALIZED CAREER SERVICES

- | |
|--|
| 1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include: <ol style="list-style-type: none"> diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals |
| 2. Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information on and access to the Eligible Training Provider List |
| 3. Group counseling |
| 4. Individual counseling |
| 5. Career planning |
| 6. Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training |
| 7. Internships and work experiences that are linked to careers |
| 8. Workforce preparation activities |
| 9. Financial literacy services |
| 10. Out-of-area job search assistance and relocation assistance |
| 11. English-language acquisition programs and integrated education and training programs [20 CFR § 678.430: If any one-stop partner or service provider receives funds directly or indirectly from U.S. Department of Health and Human Services or other Federal agencies, it is required under Title VI of the Civil Rights Act of 1964 and its implementing regulations, to take reasonable steps to ensure meaningful access to its programs by persons with limited English proficiency. Title VI also prohibits Federal grant recipients from utilizing methods of administration that have the effect of discriminating against persons based on their race, color, or national origin. In some cases, a provider's failure to provide language assistance to linguistically or culturally diverse populations could be a violation of Title VI. However, the Title VI requirement to take reasonable steps to ensure meaningful access <u>does not mean</u> that jurisdictions are required to provide universal ESL training. While individual jurisdictions may need to provide ESL training and testing to TANF family members in some cases, universal ESL training is not a statutorily mandated requirement.] |

3. Follow-up Career Services.

FOLLOW-UP CAREER SERVICES
Follow-up services <u>must</u> be provided for up to twelve (12) months <u>after</u> an individual's first day of employment, as appropriate.
Follow-up career services include counseling regarding the workplace for participants in Adult or Dislocated Worker programs who are placed in unsubsidized employment

4. Other services to be provided by PARTNER: [to be determined]

C. OPERATIONAL COSTS.

1. Co-Location. [to be determined].
2. Funding Source. The funding source that will provide the financial support for PARTNER's participation is: to be determined.
3. Special Conditions. [to be determined].

D. STAFFING. PARTNER intends to allocate [to be determined] staffing under this MOU.

E. COMMON INTAKE, INFORMATION EXCHANGE SYSTEMS, AND METHODS OF REFERRAL.

1. Common Intake. [to be determined]
2. Information Exchange Systems. [to be determined]
3. Referral Process. [to be determined]

VI - Performance Criteria

It is agreed that parties to this MOU will strive to achieve the goals of the WIOA State and Local Plans and the following standards of quality service for its customers, employees and other participating partners:

- A. PARTNER will deliver high quality services through the AJC delivery system.
- B. All customers will receive prompt and courteous service, and appropriate services, education, and training that will help them reach their employment goals.

VII - Cost Sharing and Resource Sharing

[to be determined]

VIII - Complaint and Grievance Procedures

PARTNER will have a policy and procedure to handle complaints and grievances specific to services provided by PARTNER. Complaints and grievances specific to the AJC may be resolved with the GNWDB's Administrative Entity (NDOL) or may be processed in accordance with the GNWDB policy on complaints of discrimination or the policy on non-criminal complaints and grievances.

IX - MOU Approval

The undersigned participating PARTNER binds itself to the faithful performance of this MOU.

X - Restriction on Use of Funds

Unless specifically allowed or required by federal or state law or mandates, no funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office, nor shall they be used to provide services to or the employment of or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this MOU with:

- A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
- B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

XI - Risk of Loss

- A. If PARTNER is a state agency, it is self-insured.
- B. If PARTNER is not a state agency, it shall be responsible for any loss due to theft, misappropriation and the actions of its contractors, agents and employees. The other PARTNERS shall not be responsible for loss or damage to property owned by a PARTNER unless such loss or damage was due to the actions of the other PARTNER. Office furniture and appurtenances purchased with WIOA funds are the property of the AJC.

XII - Term of MOU

- A. This MOU is effective July 1, 2017 through June 30, 2020.
- B. Any amendment or extension to this MOU shall be in writing and signed by all parties.
- C. This MOU shall terminate with regard to PARTNER upon the occurrence of any or all of the following:
 - 1. Exhaustion of designated fund.
 - 2. Upon thirty days' written notice by any party to the others.
 - 3. Should this MOU be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. This MOU shall be reviewed annually.
- E. Costs under this MOU shall be renegotiated annually.

XIII - Assignability

The parties shall not assign, transfer, or convey any right, title, or interest of this MOU.

XIV - EEO / ADA / Drug Free Workplace Provisions

PARTNER acknowledges that its activities pursuant to this MOU must be in compliance with civil rights laws and statutes, and any implementing regulations, and makes the following assurances:

- A. Warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, religion, sex, national origin, age, or status as a qualified person with a disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which any contractor receives federal financial assistance.
- B. PARTNER and any of its subcontractors with respect to any services performed under this MOU shall not discriminate against any employee or applicant for employment, to be employed in the performance of this MOU, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
- C. PARTNER shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

XV - Statement of Confidentiality of Program Information

- A. To safeguard information exchanged via this MOU:
 - 1. Each PARTNER, their employees and agents, are required to review and follow applicable laws, regulations and policies relating to program-specific information as it applies to confidentiality of information with respect to any use or redisclosure of information provided to them through this MOU.
 - 2. Access to the information provided by this MOU will be restricted only to authorized employees and agents of PARTNERS.
 - 3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.
 - 4. Each PARTNER, and its employees and agents, agree to hold all information received in a confidential manner in accordance with all applicable laws and regulations respecting the same.
 - 5. Any records created from information provided by this MOU will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
 - 6. Unauthorized release or use of this information shall be cause for immediate termination of this MOU.
- B. To ensure confidentiality, each PARTNER, and its employees and agents, agree to:
 - 1. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means. Therefore, the parties agree to:

- a. Sign off of or password protect computers when they are not in use,
 - b. Encrypt or password-protect confidential or sensitive files, and
 - c. Store all PC diskettes or other media holding the exchanged information which contain confidential or sensitive information under lock and key.
2. Ensure that only authorized persons will have access to exchanged information.
 3. Instruct that all personnel with access to the exchanged information provided by this MOU are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.
 4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

XVI - Conflict of Interest

No officer, employee, or agent who has or will participate in the selection, the award, or the administration of this MOU may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all sub-contracts to the MOU. Upon written request, exceptions may be granted upon a case-by-case basis. These exceptions are granted by the GNWDB.

XVII - Entire MOU

This MOU contains the entire agreement of the parties. No representations were made or relied upon by any party hereto other than those that are expressly set forth herein.

XVIII - Applicable Law

Parties to this MOU shall conform with all existing and applicable city and county ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Parties to this MOU shall conform with all state and local WIOA policies. Nebraska law will govern the terms and performance under this MOU.

XIX - Public Record Statement

This document is a public record.

XX - Debarment, Suspension or Declared Ineligible

PARTNER certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is PARTNER's affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. PARTNER acknowledges that suspension or debarment is cause for termination.

XXI - Staffing

This MOU does not create an employment relationship or establish other employment-related rights. PARTNER shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the GNWDB’s ability to provide other essential services. PARTNER will indemnify and hold harmless the other parties for any injury PARTNER or PARTNER’s employees suffer in the performance of this MOU.

XXII - WIOA Assurances

See *Attachment #1*.

XXIII – Point of Contact

A. The following individuals are designated to be the Point of Contact (POC) for the parties:

For NDOL:

Shannon Grotrian, E&T Administrator 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-9897 Email: <i>shannon.grotrian@nebraska.gov</i>
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For PARTNER:

Mark Schultz, Director, VocRehab Services 301 Centennial Mall, South Lincoln, NE 68508	Phone: (402) 471-1202 Email: <i>mark.schultz@nebraska.gov</i>
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B. POC’s do not have the authority to amend, extend or otherwise change this Agreement, unless the POC is also the signatory to the Agreement.

XXIV – Auditor of Public Accounts

PARTNER understands and acknowledges that the records it provides to NDOL may be subject to an examination by the Auditor of Public Accounts in accordance with *Neb. Rev. Stat. §84-305* including, but not limited to, books, accounts, vouchers, records and expenditures.

[signature page to follow]

XXV - Signatures

IN WITNESS WHEREOF, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

Date LISA WILSON, Chair
Greater Nebraska Workforce Development Board

Date PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date MARK SCHULTZ, Director, Vocational Rehabilitation Services
Nebraska Department of Education

REVIEWED AND APPROVED:

DRAFT

KIM SCHREINER, Controller Date
Nebraska Department of Labor

JOAN MODRELL, E&T Director Date
Nebraska Department of Labor

JOHN H. ALBIN, Commissioner Date
Nebraska Department of Labor

KATIE S. THURBER, General Counsel Date
Nebraska Department of Labor

ATTACHMENTS:

#1 – WIOA Assurances

**Workforce Innovation and Opportunity Act (WIOA)
ASSURANCES**

Access to Records - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to examine, all documents related to the grant agreement.

Administration – The Grantee assures it will fully comply with all Grantor instructions and relating to the administration of funds.

Administration and Fiscal Systems - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the WIOA, and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to sub-grants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls will be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

Audit Resolution File – The Grantee assures that the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

Bonding – The Grantee assures that all persons and/or sub-recipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and State regulatory requirements for protection against loss.

Cash Management – The Grantee assures that no excess cash will be kept on hand, and procedures for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements will be in place.

Citizenship / Status - No person or beneficiary will be discriminated against by Grantee on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA Title I financially-assisted program or activity.

Compliance with Nebraska Revised Statutes §§4-108 through 4-112 and 4-114 – The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in *Neb. Rev. Stat.* §4-114, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to *Neb. Rev. Stat.* §§4-111 and 4-112, if the Contractor has applied for public benefits, as defined in *Neb. Rev. Stat.* §4108. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIOA – The Grantee assures that it will fully comply with the requirements of WIOA.

Confidentiality – The Grantee assures it will comply with the confidentiality requirements of Section 116(i)(3) of WIOA.

Consultation - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Development Board, the business community, labor organizations, and other partners.

Disabilities - The Grantee assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Executive Order 11375. Grantee agrees to comply with Executive Order 11246 of September 28, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 (October 13, 1967) entitled “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity” and as supplemented in US Department of Labor regulations on “Obligations of Contractors and Subcontractors” (Title 41, Subtitle B, Chapter 60, Part 60-1).

Expending Funds – The Grantee assures that funds will be spent in accordance with WIOA and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal laws and regulations, state statutes and regulations, and state policies.

Governor’s Grant Procedures – The Grantee assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

General Administrative Requirements:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
 - Standard Form 424 B – Assurances - Non-Construction Programs.
 - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
 - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
 - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
 - 29 CFR Part 93 – New Restrictions on Lobbying.
 - 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions. -
 - 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

Grievances/Complaints- The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

Human Trafficking – The Grantee understands that the awarding agency may terminate the award, without penalty, as a result of actions by Grantee, employees or sub-recipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

In Demand Occupation or Industry – WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate.

Labor Standard Provisions. Grantee agrees to adhere to the Davis-Bacon Act of 1931 (40 U.S.C. §276a to 276a-7) and the Contract Work Hours & Safety Standards Act of 1962 (40 U.S.C. §§3141 and 3702 to 3708), as amended, and supplemented by U.S. Department of Labor regulations.

Licensing, Taxation, and Insurance – The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

Nebraska Fair Employment Practice Act - The Grantee assures it will comply with the Nebraska Fair Employment Practice Act, *Neb. Rev. Stat.* §§48-1101 to 48-1126.

Nondiscrimination - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibit discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- On the basis of age under the Age Discrimination Act of 1975;
- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee further assures it will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

Patent Rights, Copyrights and Rights in Data – The Grantee understands that NDOL and US Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Political Affiliation - No person or beneficiary will be discriminated against by Grantee on the basis of his/her political affiliation.

Regional Planning – The Workforce Development Board will participate in regional planning.

Reporting - The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

Responsibility Matters – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

Retention of Records – The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of five years after grant closeout. If prior to the five-year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement will be maintained until the litigation is complete and audit findings are resolved.

Salary and Bonus Limitations – The Grantee assures none of the funds appropriated in WIOA or prior Acts under the heading “Employment and Training Administration” that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under Section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.

Special Clauses/Provisions – Grantee understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

State Energy Conservation Plan – The Grantee recognizes mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee agrees to comply with all applicable standards, orders, or requirements issued under §306 of the Energy Policy and Conservation Act, §508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of \$100,000 (40 CFR Part 15).

State WIOA Policies - Grantee shall comply with all provisions contained in the State of Nebraska WIOA Policies.

Sunshine Provision – The local Workforce Development Board assures that the public, including individuals with disabilities, has access to minutes of its meetings.

Title VII - The Grantee assures it will comply with Title VII of the Civil Rights Act of 1964, as amended.

Union Organizing – The Grantee assures no funds received under WIOA will be to assist, promote, or deter union organizing.

Veterans – The Grantee assures that funds received under WIOA will comply with the veteran’s priority provisions established in the Jobs for Veterans Act.

MEMORANDUM OF UNDERSTANDING
Between
THE GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
NEBRASKA DEPARTMENT OF LABOR

Adult, Dislocated Worker, and Youth (WIOA Title I)
Wagner-Peyser Employment Services (WIOA Title III)
Jobs for Veterans' State Grants (JVSG) (38 USC Chapter 41)
Trade Adjustment Assistance (TAA) (*Neb. Rev. Stat. §48-617*)

THIS MEMORANDUM OF UNDERSTANDING is entered into on July 1, 2017 between the Greater Nebraska Workforce Development Board (GNWDB), the Greater Nebraska Chief Elected Officials Board (GNCEOB), and the **Nebraska Department of Labor** (PARTNER), for 1) Adult, Dislocated Worker, and Youth, 2) Wagner-Peyser Employment Services, 3) Jobs for Veterans' State Grants (JVSG), and Trade Adjustment Assistance (TAA) services in the **Grand Island American Job Center** (AJC).

WHEREAS, the parties desire to build an integrated service delivery system in the Greater Nebraska Workforce Development Area (88 Nebraska counties – except Douglas, Lancaster, Sarpy, Saunders, and Washington) pursuant to the provisions of the Workforce Innovation & Opportunity Act of 2014 (WIOA); and

WHEREAS, PARTNER is engaged in workforce development activities in the Greater Nebraska Workforce Development Area; and

WHEREAS, the parties desire to determine, negotiate and allocate the services and costs of funding those services at the AJC.

NOW, THEREFORE, the parties agree as follows:

I - Purpose of MOU

- A. **Workforce Design.** The Greater Nebraska Workforce Development Area is a member of the AJC network which includes six core programs: Title I Adult, Dislocated Worker, and Youth programs; the Title II Adult Education and Family Literacy Act (AEFLA) program; the Employment Service (ES) program (authorized under the Wagner-Peyser Act, as amended by Title III of WIOA), and the Vocational Rehabilitation (VR) program (authorized under Title I of the Rehabilitation Act of 1973, as amended by Title IV of WIOA). The AJC network also includes other required and additional partners identified in WIOA. Through the AJCs, these partner programs and their direct service providers ensure businesses and all job seekers—a shared client base across the multiple programs—have access to information and services that lead to positive educational and employment outcomes. Under WIOA, AJCs and partner staff strive to:
1. Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families;

2. Provide access and opportunities to job seekers, including individuals with barriers to employment, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;
 3. Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.
 4. Participate in rigorous evaluations that support continuous improvement of AJCs by identifying which strategies work better for different populations; and
 5. Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.
- B. The local workforce delivery system includes a comprehensive AJC in Grand Island and ten (10) affiliated AJC sites located in: Alliance, Beatrice, Columbus, Kearney, Lexington, Nebraska City, Norfolk, North Platte, Scottsbluff, and York.
- C. Partner Responsibilities & Expectations. The one-stop partners of this MOU agree to participate in joint planning, plan development, and modification of activities to accomplish the following:
1. Accessibility of the partner's applicable service(s) to customers through the one-stop delivery system.
 2. Participation in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
 3. All partners and staff are adequately cross-trained as a result of their participation in capacity building and staff development activities.
 4. Continuous partnership building; requiring inclusiveness of all partners involved.
 5. Continuous planning in response to state and federal requirements.
 6. Responsiveness to local and economic conditions, including employer needs.
 7. Meet common data collection and reporting needs.
 8. Involvement in special grant and/or pilot projects that impact a partner's shared staffing resources.
 9. Co-branding and System Affiliation – Each one-stop delivery system partner will include “a proud partner of the AJC network” on any joint products, programs, activities, services, facilities, and materials used by the combined partnership of the one-stop system.
- D. Greater Nebraska must have at least one comprehensive AJC that provides universal access to the full range of employment services, training and education, employer assistance, etc. In other words, a comprehensive AJC is a physical location where job seekers and employers have access to the programs, services, and activities of all the required AJC partners.

- E. For a service to be deemed “accessible,” a partner must provide access to that service through at least one of the following methods:
1. Co-location – Program staff from the partner are physically present at the AJC.
 2. Cross information sharing / Customer Referral – AJC staff are trained to provide information about all programs, services, and activities that may be available to the customer through the partner organization and can make referrals.
 3. Direct access through real-time technology – Access through two-way communication and interaction between clients and the partner that results in services being provided. Examples may include the following:
 - a. Identification of a single point of contact for service delivery at the partner’s program.
 - b. Email or instant messaging.
 - c. Facilitating phone calls between partner agency staff and clients.
 - d. Live chat via Skype or FaceTime.
 - e. Establishment of an Internet portal linking all of the partners
- F. Role of the One-stop Operator. Through the AJC, the one-stop operator is responsible for carrying out the activities described below:
1. Facilitates integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the AJC.
 2. Develops and implements operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings.
 3. Facilitates the implementation of the “common intake” and communication tool to; integrate partner program services, increase co-enrollments across programs and eliminate duplication of services.
 4. Organizes and integrates AJC services by function (rather than by program), when permitted by a program’s authorizing statute and, as appropriate, through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having AJC staff who perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams).
 5. Create a model of service integration that focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program.
 6. Facilitate the integrated Greater Nebraska AJC sites by ensuring;

- a. Center staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.
- b. Center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs' services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.
- c. Center staff are routinely trained so they are keenly aware as to how their particular work function supports and contributes to the overall vision of the Local WDB, as well as within the AJC network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

II – Vision Statement

To deliver local coordinated, proactive, responsive and adaptable services for jobseekers and employers to maximize opportunities for earning, learning, and living.

III - Integrated Service Delivery Activities

- A. The parties to this MOU agree to conduct the following activities:
1. Jointly promote the further integration of programs through joint planning at the state, regional, and local levels;
 2. Coordinate resources and programs for a more streamlined and efficient workforce development system;
 3. Promote information-sharing and the coordination of activities to improve the performance of the AJC through the development and implementation of an MOU;
 4. Identify barriers to coordination;
 5. Promote the development and implementation of a more unified system of measuring program performance and accountability;
 6. Promote, when feasible, the development of a more common data system to track client progress; and
 7. Promote any other activities which will lead to establishment of an efficient and effective workforce development program.
- B. The Nebraska Department of Labor (NDOL) is the Administrative Entity for the Greater Nebraska Workforce Development Area. NDOL shall have oversight responsibility, which includes coordination with a facility manager where appropriate, for office management design, and daily operational issues. PARTNER shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

IV - General Provisions

It is understood that PARTNER should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time PARTNER is unable to perform its functions under this MOU consistent with PARTNER’s statutory and regulatory mandates, PARTNER shall immediately provide written notice to the GNWDB through NDOL to establish a date for mutual resolution of the conflict.

V - PARTNER Cost Allocation and Description of Services and/or Program Activities

The parties agree to the following cost allocations, services, and/or program activities:

- A. SITE LOCATION. [to be determined]
- B. INTEGRATION OF SERVICES. Under WIOA, there are three (3) types of career services: basic, individualized, and follow-up. [WIOA Sec. 134(c)(2); 20 CFR § 678.430]

PARTNER agrees to integrate services provided under the WIOA as a single service delivery system. Services and/or program activities to be provided are generally identified as:

- 1. Required Basic Career Services. Basic career services must be made available to each individual accessing an AJC and must be made available otherwise through the local workforce delivery system. Basic career services must also be made available to local employers.

The following table lists the basic career services that must be provided. [20 CFR §678.430(a)]

In addition to the basic career services, TANF agencies must identify all other employment services and related support services being provided by the TANF program in the local area that qualify as career services and ensure access to those services through the local workforce delivery system.

REQUIRED BASIC CAREER SERVICES	
1.	Eligibility determination for WIOA Title IB Adult, Dislocated Worker, and Youth programs
2.	Outreach, intake (including profiling), and orientation to information and other services available through the local workforce delivery system, including: <ul style="list-style-type: none"> a. an opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to an application web site
3.	Initial assessment of skill levels including literacy, numeracy, and English-language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs
4.	Labor exchange services, including: <ul style="list-style-type: none"> a. job search and placement assistance and career counseling (when needed by an individual), including provision of information on in-demand industry sectors and occupations and nontraditional employment; b. appropriate recruitment and other business services on behalf of employers, including labor market information and referrals to specialized business services other than those traditionally offered through the local workforce delivery system; and c. development of on-the-job training contracts and employer job development for unsubsidized placements
5.	Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce delivery system and, when appropriate, other workforce development programs

REQUIRED BASIC CAREER SERVICES	
6.	Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: <ol style="list-style-type: none"> a. job vacancy listings in labor market areas; b. information on job skills necessary to obtain the vacant jobs listed; and c. information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those occupations
7.	Provision of performance information and program cost information on Eligible Training Providers by program and type of providers
8.	Provision of information, in usable and understandable formats and languages, relating to how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce delivery system
9.	Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: <ol style="list-style-type: none"> a. child care; b. child support; c. medical or child health assistance available through Nebraska’s Medicaid program and Children’s Health Insurance Program; d. benefits under SNAP; and e. assistance through the earned income tax credit; and f. assistance under Nebraska’s TANF program and other supportive services and transportation provided through TANF
10.	Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation
11.	Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA

2. **Individualized Career Services.** Individualized career services are tailored to each program participant to best meet the individual’s needs, if determined appropriate in order for an individual to obtain or retain employment, and must be made available through the local workforce delivery system.

The following table lists the individualized career services that must be made available. [20 CFR § 678.430(b)]

INDIVIDUALIZED CAREER SERVICES	
1.	Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include: <ol style="list-style-type: none"> a. diagnostic testing and use of other assessment tools; and b. in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
2.	Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information on and access to the Eligible Training Provider List
3.	Group counseling
4.	Individual counseling
5.	Career planning
6.	Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training
7.	Internships and work experiences that are linked to careers
8.	Workforce preparation activities

INDIVIDUALIZED CAREER SERVICES
9. Financial literacy services
10. Out-of-area job search assistance and relocation assistance
11. English-language acquisition programs and integrated education and training programs [20 CFR § 678.430: If any one-stop partner or service provider receives funds directly or indirectly from U.S. Department of Health and Human Services or other Federal agencies, it is required under Title VI of the Civil Rights Act of 1964 and its implementing regulations, to take reasonable steps to ensure meaningful access to its programs by persons with limited English proficiency. Title VI also prohibits Federal grant recipients from utilizing methods of administration that have the effect of discriminating against persons based on their race, color, or national origin. In some cases, a provider's failure to provide language assistance to linguistically or culturally diverse populations could be a violation of Title VI. However, the Title VI requirement to take reasonable steps to ensure meaningful access <u>does not mean</u> that jurisdictions are required to provide universal ESL training. While individual jurisdictions may need to provide ESL training and testing to TANF family members in some cases, universal ESL training is not a statutorily mandated requirement.]

3. Follow-up Career Services.

FOLLOW-UP CAREER SERVICES
Follow-up services <u>must</u> be provided for up to twelve (12) months <u>after</u> an individual's first day of employment, as appropriate.
Follow-up career services include counseling regarding the workplace for participants in Adult or Dislocated Worker programs who are placed in unsubsidized employment

4. Other services to be provided by PARTNER: [to be determined]

C. OPERATIONAL COSTS.

1. Co-Location. [to be determined].

2. Funding Source. The funding source that will provide the financial support for PARTNER's participation is: to be determined.

3. Special Conditions. [to be determined].

D. STAFFING. PARTNER intends to allocate [to be determined] staffing under this MOU.

E. COMMON INTAKE, INFORMATION EXCHANGE SYSTEMS, AND METHODS OF REFERRAL.

1. Common Intake. [to be determined]

2. Information Exchange Systems. [to be determined]

3. Referral Process. [to be determined]

VI - Performance Criteria

It is agreed that parties to this MOU will strive to achieve the goals of the WIOA State and Local Plans and the following standards of quality service for its customers, employees and other participating partners:

A. PARTNER will deliver high quality services through the AJC delivery system.

- B. All customers will receive prompt and courteous service, and appropriate services, education, and training that will help them reach their employment goals.

VII - Cost Sharing and Resource Sharing

[to be determined]

VIII - Complaint and Grievance Procedures

PARTNER will have a policy and procedure to handle complaints and grievances specific to services provided by PARTNER. Complaints and grievances specific to the AJC may be resolved with the GNWDB's Administrative Entity (NDOL) or may be processed in accordance with the GNWDB policy on complaints of discrimination or the policy on non-criminal complaints and grievances.

IX - MOU Approval

The undersigned participating PARTNER binds itself to the faithful performance of this MOU.

X - Restriction on Use of Funds

Unless specifically allowed or required by federal or state law or mandates, no funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office, nor shall they be used to provide services to or the employment of or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this MOU with:

- A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
- B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

XI - Risk of Loss

- A. If PARTNER is a state agency, it is self-insured.
- B. If PARTNER is not a state agency, it shall be responsible for any loss due to theft, misappropriation and the actions of its contractors, agents and employees. The other PARTNERS shall not be responsible for loss or damage to property owned by a PARTNER unless such loss or damage was due to the actions of the other PARTNER. Office furniture and appurtenances purchased with WIOA funds are the property of the AJC.

XII - Term of MOU

- A. This MOU is effective July 1, 2017 through June 30, 2020.
- B. Any amendment or extension to this MOU shall be in writing and signed by all parties.
- C. This MOU shall terminate with regard to PARTNER upon the occurrence of any or all of the following:

1. Exhaustion of designated fund.
 2. Upon thirty days' written notice by any party to the others.
 3. Should this MOU be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. This MOU shall be reviewed annually.
- E. Costs under this MOU shall be renegotiated annually.

XIII - Assignability

The parties shall not assign, transfer, or convey any right, title, or interest of this MOU.

XIV - EEO / ADA / Drug Free Workplace Provisions

PARTNER acknowledges that its activities pursuant to this MOU must be in compliance with civil rights laws and statutes, and any implementing regulations, and makes the following assurances:

- A. Warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, religion, sex, national origin, age, or status as a qualified person with a disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which any contractor receives federal financial assistance.
- B. PARTNER and any of its subcontractors with respect to any services performed under this MOU shall not discriminate against any employee or applicant for employment, to be employed in the performance of this MOU, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
- C. PARTNER shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

XV - Statement of Confidentiality of Program Information

- A. To safeguard information exchanged via this MOU:
 1. Each PARTNER, their employees and agents, are required to review and follow applicable laws, regulations and policies relating to program-specific information as it applies to confidentiality of information with respect to any use or redisclosure of information provided to them through this MOU.
 2. Access to the information provided by this MOU will be restricted only to authorized employees and agents of PARTNERS.
 3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.

4. Each PARTNER, and its employees and agents, agree to hold all information received in a confidential manner in accordance with all applicable laws and regulations respecting the same.
 5. Any records created from information provided by this MOU will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
 6. Unauthorized release or use of this information shall be cause for immediate termination of this MOU.
- B. To ensure confidentiality, each PARTNER, and its employees and agents, agree to:
1. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means. Therefore, the parties agree to:
 - a. Sign off of or password protect computers when they are not in use,
 - b. Encrypt or password-protect confidential or sensitive files, and
 - c. Store all PC diskettes or other media holding the exchanged information which contain confidential or sensitive information under lock and key.
 2. Ensure that only authorized persons will have access to exchanged information.
 3. Instruct that all personnel with access to the exchanged information provided by this MOU are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.
 4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

XVI - Conflict of Interest

No officer, employee, or agent who has or will participate in the selection, the award, or the administration of this MOU may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all sub-contracts to the MOU. Upon written request, exceptions may be granted upon a case-by-case basis. These exceptions are granted by the GNWDB.

XVII - Entire MOU

This MOU contains the entire agreement of the parties. No representations were made or relied upon by any party hereto other than those that are expressly set forth herein.

XVIII - Applicable Law

Parties to this MOU shall conform with all existing and applicable city and county ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Parties to this MOU shall conform with all state and local WIOA policies. Nebraska law will govern the terms and performance under this MOU.

XIX - Public Record Statement

This document is a public record.

XX - Debarment, Suspension or Declared Ineligible

PARTNER certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is PARTNER's affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. PARTNER acknowledges that suspension or debarment is cause for termination.

XXI - Staffing

This MOU does not create an employment relationship or establish other employment-related rights. PARTNER shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the GNWDB's ability to provide other essential services. PARTNER will indemnify and hold harmless the other parties for any injury PARTNER or PARTNER's employees suffer in the performance of this MOU.

XXII - WIOA Assurances

See *Attachment #1*.

DRAFT

XXIII – Point of Contact

A. The following individuals are designated to be the Point of Contact (POC) for the parties:

For PARTNER Adult, Dislocated Worker, and Youth Programs (WIOA Title I):

Shannon Grotrian, Workforce Services Administrator 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-9897 Email: shannon.grotrian@nebraska.gov
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For PARTNER Wagner-Peyser Employment Services (WIOA Title III):

Lorena Hernandez, Workforce Services Administrator 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-9871 Email: lorena.hernandez@nebraska.gov
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For PARTNER Jobs for Veterans' State Grants (JVSG):

Lorena Hernandez, Workforce Services Administrator 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-9871 Email: lorena.hernandez@nebraska.gov
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For PARTNER Trade Adjustment Assistance (TAA):

Lorena Hernandez, Workforce Services Administrator 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-9871 Email: lorena.hernandez@nebraska.gov
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For GNWDB:

M. L. Martin, Chair Coyote Lake Ranch 300 West Circle Drive North Platte, NE 69101	Phone: (308) 530-9200 Fax: (308) 530-9200 Email: mlmartin@charter.net
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For GNCEOB:

Pamela Lancaster, Chair
c/o Hall County Commissioner’s Office
121 South Pine Street
Grand Island, NE 68801

Phone: (308) 385-5093
Fax: (308) 385-5094
Email: pelcommis@charter.net

B. POC’s do not have the authority to amend, extend or otherwise change this Agreement, unless the POC is also the signatory to the Agreement.

XXIV – Auditor of Public Accounts

PARTNER understands and acknowledges that the records it provides to NDOL may be subject to an examination by the Auditor of Public Accounts in accordance with *Neb. Rev. Stat.* §84-305 including, but not limited to, books, accounts, vouchers, records and expenditures.

XXV - Signatures

IN WITNESS WHEREOF, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

DRAFT

Date LISA WILSON, Chair
Greater Nebraska Workforce Development Board

Date PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

REVIEWED AND APPROVED:

KIM SCHREINER, Controller Date
Nebraska Department of Labor

JOAN MODRELL, E&T Director Date
Nebraska Department of Labor

KATIE S. THURBER, General Counsel Date
Nebraska Department of Labor

ATTACHMENTS:

#1 – WIOA Assurances

**Workforce Innovation and Opportunity Act (WIOA)
ASSURANCES**

Access to Records - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to examine, all documents related to the grant agreement.

Administration – The Grantee assures it will fully comply with all Grantor instructions and relating to the administration of funds.

Administration and Fiscal Systems - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the WIOA, and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to sub-grants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls will be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

Audit Resolution File – The Grantee assures that the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

Bonding – The Grantee assures that all persons and/or sub-recipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and State regulatory requirements for protection against loss.

Cash Management – The Grantee assures that no excess cash will be kept on hand, and procedures for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements will be in place.

Citizenship / Status - No person or beneficiary will be discriminated against by Grantee on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA Title I financially-assisted program or activity.

Compliance with Nebraska Revised Statutes §§4-108 through 4-112 and 4-114 – The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in *Neb. Rev. Stat.* §4-114, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to *Neb. Rev. Stat.* §§4-111 and 4-112, if the Contractor has applied for public benefits, as defined in *Neb. Rev. Stat.* §4108. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIOA – The Grantee assures that it will fully comply with the requirements of WIOA.

Confidentiality – The Grantee assures it will comply with the confidentiality requirements of Section 116(i)(3) of WIOA.

Consultation - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Development Board, the business community, labor organizations, and other partners.

Disabilities - The Grantee assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Executive Order 11375. Grantee agrees to comply with Executive Order 11246 of September 28, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 (October 13, 1967) entitled “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity” and as supplemented in US Department of Labor regulations on “Obligations of Contractors and Subcontractors” (Title 41, Subtitle B, Chapter 60, Part 60-1).

Expending Funds – The Grantee assures that funds will be spent in accordance with WIOA and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal laws and regulations, state statutes and regulations, and state policies.

Governor’s Grant Procedures – The Grantee assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

General Administrative Requirements:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
 - Standard Form 424 B – Assurances - Non-Construction Programs.
 - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
 - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
 - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
 - 29 CFR Part 93 – New Restrictions on Lobbying.
 - 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions. -
 - 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

Grievances/Complaints- The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

Human Trafficking – The Grantee understands that the awarding agency may terminate the award, without penalty, as a result of actions by Grantee, employees or sub-recipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

In Demand Occupation or Industry – WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate.

Labor Standard Provisions. Grantee agrees to adhere to the Davis-Bacon Act of 1931 (40 U.S.C. §276a to 276a-7) and the Contract Work Hours & Safety Standards Act of 1962 (40 U.S.C. §§3141 and 3702 to 3708), as amended, and supplemented by U.S. Department of Labor regulations.

Licensing, Taxation, and Insurance – The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

Nebraska Fair Employment Practice Act - The Grantee assures it will comply with the Nebraska Fair Employment Practice Act, *Neb. Rev. Stat.* §§48-1101 to 48-1126.

Nondiscrimination - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibit discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- On the basis of age under the Age Discrimination Act of 1975;
- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee further assures it will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

Patent Rights, Copyrights and Rights in Data – The Grantee understands that NDOL and US Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Political Affiliation - No person or beneficiary will be discriminated against by Grantee on the basis of his/her political affiliation.

Regional Planning – The Workforce Development Board will participate in regional planning.

Reporting - The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

Responsibility Matters – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

Retention of Records – The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of five years after grant closeout. If prior to the five-year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement will be maintained until the litigation is complete and audit findings are resolved.

Salary and Bonus Limitations – The Grantee assures none of the funds appropriated in WIOA or prior Acts under the heading “Employment and Training Administration” that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under Section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.

Special Clauses/Provisions – Grantee understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

State Energy Conservation Plan – The Grantee recognizes mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee agrees to comply with all applicable standards, orders, or requirements issued under §306 of the Energy Policy and Conservation Act, §508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of \$100,000 (40 CFR Part 15).

State WIOA Policies - Grantee shall comply with all provisions contained in the State of Nebraska WIOA Policies.

Sunshine Provision – The local Workforce Development Board assures that the public, including individuals with disabilities, has access to minutes of its meetings.

Title VII - The Grantee assures it will comply with Title VII of the Civil Rights Act of 1964, as amended.

Union Organizing – The Grantee assures no funds received under WIOA will be to assist, promote, or deter union organizing.

Veterans – The Grantee assures that funds received under WIOA will comply with the veteran’s priority provisions established in the Jobs for Veterans Act.

MEMORANDUM OF UNDERSTANDING
Between
THE GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
NEBRASKA DEPARTMENT OF LABOR

Unemployment Insurance

THIS MEMORANDUM OF UNDERSTANDING is entered into on July 1, 2017 between the Greater Nebraska Workforce Development Board (GNWDB), the Greater Nebraska Chief Elected Officials Board (GNCEOB), and the **Nebraska Department of Labor** (PARTNER), for unemployment insurance program services in the **Grand Island American Job Center** (AJC).

WHEREAS, the parties desire to build an integrated service delivery system in the Greater Nebraska Workforce Development Area (88 Nebraska counties – except Douglas, Lancaster, Sarpy, Saunders, and Washington) pursuant to the provisions of the Workforce Innovation & Opportunity Act of 2014 (WIOA); and

WHEREAS, PARTNER is engaged in workforce development activities in the Greater Nebraska Workforce Development Area; and

WHEREAS, the parties desire to determine, negotiate and allocate the services and costs of funding those services at the AJC.

NOW, THEREFORE, the parties agree as follows:

I- Purpose of MOU

- A. Workforce Design. The Greater Nebraska Workforce Development Area is a member of the AJC network which includes six core programs: Title I Adult, Dislocated Worker, and Youth programs; the Title II Adult Education and Family Literacy Act (AEFLA) program; the Employment Service (ES) program (authorized under the Wagner-Peyser Act, as amended by Title III of WIOA), and the Vocational Rehabilitation (VR) program (authorized under Title I of the Rehabilitation Act of 1973, as amended by Title IV of WIOA). The AJC network also includes other required and additional partners identified in WIOA. Through the AJCs, these partner programs and their direct service providers ensure businesses and all job seekers—a shared client base across the multiple programs—have access to information and services that lead to positive educational and employment outcomes. Under WIOA, AJCs and partner staff strive to:
1. Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families;
 2. Provide access and opportunities to job seekers, including individuals with barriers to employment, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;

3. Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.
 4. Participate in rigorous evaluations that support continuous improvement of AJCs by identifying which strategies work better for different populations; and
 5. Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.
- B. The local workforce delivery system includes a comprehensive AJC in Grand Island and ten (10) affiliated AJC sites located in: Alliance, Beatrice, Columbus, Kearney, Lexington, Nebraska City, Norfolk, North Platte, Scottsbluff, and York.
- C. Partner Responsibilities & Expectations. The one-stop partners of this MOU agree to participate in joint planning, plan development, and modification of activities to accomplish the following:
1. Accessibility of the partner’s applicable service(s) to customers through the one-stop delivery system.
 2. Participation in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
 3. All partners and staff are adequately cross-trained as a result of their participation in capacity building and staff development activities.
 4. Continuous partnership building; requiring inclusiveness of all partners involved.
 5. Continuous planning in response to state and federal requirements.
 6. Responsiveness to local and economic conditions, including employer needs.
 7. Meet common data collection and reporting needs.
 8. Involvement in special grant and/or pilot projects that impact a partner’s shared staffing resources.
 9. Co-branding and System Affiliation – Each one-stop delivery system partner will include “a proud partner of the AJC network” on any joint products, programs, activities, services, facilities, and materials used by the combined partnership of the one-stop system.
- D. Greater Nebraska must have at least one comprehensive AJC that provides universal access to the full range of employment services, training and education, employer assistance, etc. In other words, a comprehensive AJC is a physical location where job seekers and employers have access to the programs, services, and activities of all the required AJC partners.
- E. For a service to be deemed “accessible,” a partner must provide access to that service through at least one of the following methods:
1. Co-location – Program staff from the partner are physically present at the AJC.

2. Cross information sharing / Customer Referral – AJC staff are trained to provide information about all programs, services, and activities that may be available to the customer through the partner organization and can make referrals.
 3. Direct access through real-time technology – Access through two-way communication and interaction between clients and the partner that results in services being provided. Examples may include the following:
 - a. Identification of a single point of contact for service delivery at the partner’s program.
 - b. Email or instant messaging.
 - c. Facilitating phone calls between partner agency staff and clients.
 - d. Live chat via Skype or FaceTime.
 - e. Establishment of an Internet portal linking all of the partners
- F. Role of the One-stop Operator. Through the AJC, the one-stop operator is responsible for carrying out the activities described below:
1. Facilitates integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the AJC.
 2. Develops and implements operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings.
 3. Facilitates the implementation of the “common intake” and communication tool to; integrate partner program services, increase co-enrollments across programs and eliminate duplication of services.
 4. Organizes and integrates AJC services by function (rather than by program), when permitted by a program’s authorizing statute and, as appropriate, through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having AJC staff who perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams).
 5. Create a model of service integration that focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program.
 6. Facilitate the integrated Greater Nebraska AJC sites by ensuring;
 - a. Center staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.

DRAFT

- b. Center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs' services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.
- c. Center staff are routinely trained so they are keenly aware as to how their particular work function supports and contributes to the overall vision of the Local WDB, as well as within the AJC network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

II – Vision Statement

To deliver local coordinated, proactive, responsive and adaptable services for jobseekers and employers to maximize opportunities for earning, learning, and living.

III - Integrated Service Delivery Activities

- A. The parties to this MOU agree to conduct the following activities:
 - 1. Jointly promote the further integration of programs through joint planning at the state, regional, and local levels;
 - 2. Coordinate resources and programs for a more streamlined and efficient workforce development system;
 - 3. Promote information-sharing and the coordination of activities to improve the performance of the AJC through the development and implementation of an MOU;
 - 4. Identify barriers to coordination;
 - 5. Promote the development and implementation of a more unified system of measuring program performance and accountability;
 - 6. Promote, when feasible, the development of a more common data system to track client progress; and
 - 7. Promote any other activities which will lead to establishment of an efficient and effective workforce development program.
- B. The Nebraska Department of Labor (NDOL) is the Administrative Entity for the Greater Nebraska Workforce Development Area. NDOL shall have oversight responsibility, which includes coordination with a facility manager where appropriate, for office management design, and daily operational issues. PARTNER shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

IV - General Provisions

It is understood that PARTNER should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time PARTNER is unable to perform its functions under this MOU consistent with PARTNER's statutory and regulatory mandates, PARTNER shall immediately provide written notice to the GNWDB through NDOL to establish a date for mutual resolution of the conflict.

V - PARTNER Cost Allocation and Description of Services and/or Program Activities

The parties agree to the following cost allocations, services, and/or program activities:

- A. SITE LOCATION. [to be determined]
- B. INTEGRATION OF SERVICES. Under WIOA, there are three (3) types of career services: basic, individualized, and follow-up. [WIOA Sec. 134(c)(2); 20 CFR § 678.430]

PARTNER agrees to integrate services provided under the WIOA as a single service delivery system. Services and/or program activities to be provided are generally identified as:

- 1. Required Basic Career Services. Basic career services must be made available to each individual accessing an AJC and must be made available otherwise through the local workforce delivery system. Basic career services must also be made available to local employers.

The following table lists the basic career services that must be provided. [20 CFR §678.430(a)]

In addition to the basic career services, TANF agencies must identify all other employment services and related support services being provided by the TANF program in the local area that qualify as career services and ensure access to those services through the local workforce delivery system.

REQUIRED BASIC CAREER SERVICES	
1.	Eligibility determination for WIOA Title IB Adult, Dislocated Worker, and Youth programs
2.	Outreach, intake (including profiling), and orientation to information and other services available through the local workforce delivery system, including: <ul style="list-style-type: none"> a. an opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to an application web site
3.	Initial assessment of skill levels including literacy, numeracy, and English-language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs
4.	Labor exchange services, including: <ul style="list-style-type: none"> a. job search and placement assistance and career counseling (when needed by an individual), including provision of information on in-demand industry sectors and occupations and nontraditional employment; b. appropriate recruitment and other business services on behalf of employers, including labor market information and referrals to specialized business services other than those traditionally offered through the local workforce delivery system; and c. development of on-the-job training contracts and employer job development for unsubsidized placements
5.	Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce delivery system and, when appropriate, other workforce development programs
6.	Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: <ul style="list-style-type: none"> a. job vacancy listings in labor market areas; b. information on job skills necessary to obtain the vacant jobs listed; and c. information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those occupations
7.	Provision of performance information and program cost information on Eligible Training Providers by program and type of providers
8.	Provision of information, in usable and understandable formats and languages, relating to how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce delivery system

REQUIRED BASIC CAREER SERVICES

- | |
|--|
| 9. Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: <ol style="list-style-type: none"> child care; child support; medical or child health assistance available through Nebraska's Medicaid program and Children's Health Insurance Program; benefits under SNAP; and assistance through the earned income tax credit; and assistance under Nebraska's TANF program and other supportive services and transportation provided through TANF |
| 10. Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation |
| 11. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA |

- Individualized Career Services. Individualized career services are tailored to each program participant to best meet the individual's needs, if determined appropriate in order for an individual to obtain or retain employment, and must be made available through the local workforce delivery system.

The following table lists the individualized career services that must be made available. [20 CFR § 678.430(b)]

INDIVIDUALIZED CAREER SERVICES

- | |
|--|
| 1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include: <ol style="list-style-type: none"> diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals |
| 2. Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information on and access to the Eligible Training Provider List |
| 3. Group counseling |
| 4. Individual counseling |
| 5. Career planning |
| 6. Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training |
| 7. Internships and work experiences that are linked to careers |
| 8. Workforce preparation activities |
| 9. Financial literacy services |
| 10. Out-of-area job search assistance and relocation assistance |
| 11. English-language acquisition programs and integrated education and training programs [20 CFR § 678.430: If any one-stop partner or service provider receives funds directly or indirectly from U.S. Department of Health and Human Services or other Federal agencies, it is required under Title VI of the Civil Rights Act of 1964 and its implementing regulations, to take reasonable steps to ensure meaningful access to its programs by persons with limited English proficiency. Title VI also prohibits Federal grant recipients from utilizing methods of administration that have the effect of discriminating against persons based on their race, color, or national origin. In some cases, a provider's failure to provide language assistance to linguistically or culturally diverse populations could be a violation of Title VI. However, the Title VI requirement to take reasonable steps to ensure meaningful access <u>does not mean</u> that jurisdictions are required to provide universal ESL training. While individual jurisdictions may need to provide ESL training and testing to TANF family members in some cases, universal ESL training is not a statutorily mandated requirement.] |

3. Follow-up Career Services.

FOLLOW-UP CAREER SERVICES
Follow-up services <u>must</u> be provided for up to twelve (12) months <u>after</u> an individual's first day of employment, as appropriate.
Follow-up career services include counseling regarding the workplace for participants in Adult or Dislocated Worker programs who are placed in unsubsidized employment

4. Other services to be provided by PARTNER: [to be determined]

C. OPERATIONAL COSTS.

1. Co-Location. [to be determined].

2. Funding Source. The funding source that will provide the financial support for PARTNER's participation is: to be determined.

3. Special Conditions. [to be determined].

D. STAFFING. PARTNER intends to allocate [to be determined] staffing under this MOU.

E. COMMON INTAKE, INFORMATION EXCHANGE SYSTEMS, AND METHODS OF REFERRAL.

1. Common Intake. [to be determined]

2. Information Exchange Systems. [to be determined]

3. Referral Process. [to be determined]

VI - Performance Criteria

It is agreed that parties to this MOU will strive to achieve the goals of the WIOA State and Local Plans and the following standards of quality service for its customers, employees and other participating partners:

A. PARTNER will deliver high quality services through the AJC delivery system.

B. All customers will receive prompt and courteous service, and appropriate services, education, and training that will help them reach their employment goals.

VII - Cost Sharing and Resource Sharing

[to be determined]

VIII - Complaint and Grievance Procedures

PARTNER will have a policy and procedure to handle complaints and grievances specific to services provided by PARTNER. Complaints and grievances specific to the AJC may be resolved with the GNWDB's Administrative Entity (NDOL) or may be processed in accordance with the GNWDB policy on complaints of discrimination or the policy on non-criminal complaints and grievances.

IX - MOU Approval

The undersigned participating PARTNER binds itself to the faithful performance of this MOU.

X - Restriction on Use of Funds

Unless specifically allowed or required by federal or state law or mandates, no funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office, nor shall they be used to provide services to or the employment of or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this MOU with:

- A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
- B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

XI - Risk of Loss

- A. If PARTNER is a state agency, it is self-insured.
- B. If PARTNER is not a state agency, it shall be responsible for any loss due to theft, misappropriation and the actions of its contractors, agents and employees. The other PARTNERS shall not be responsible for loss or damage to property owned by a PARTNER unless such loss or damage was due to the actions of the other PARTNER. Office furniture and appurtenances purchased with WIOA funds are the property of the AJC.

XII - Term of MOU

- A. This MOU is effective July 1, 2017 through June 30, 2020.
- B. Any amendment or extension to this MOU shall be in writing and signed by all parties.
- C. This MOU shall terminate with regard to PARTNER upon the occurrence of any or all of the following:
 - 1. Exhaustion of designated fund.
 - 2. Upon thirty days' written notice by any party to the others.
 - 3. Should this MOU be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. This MOU shall be reviewed annually.
- E. Costs under this MOU shall be renegotiated annually.

XIII - Assignability

The parties shall not assign, transfer, or convey any right, title, or interest of this MOU.

XIV - EEO / ADA / Drug Free Workplace Provisions

PARTNER acknowledges that its activities pursuant to this MOU must be in compliance with civil rights laws and statutes, and any implementing regulations, and makes the following assurances:

- A. Warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, religion, sex, national origin, age, or status as a qualified person with a disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which any contractor receives federal financial assistance.
- B. PARTNER and any of its subcontractors with respect to any services performed under this MOU shall not discriminate against any employee or applicant for employment, to be employed in the performance of this MOU, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
- C. PARTNER shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

XV - Statement of Confidentiality of Program Information

- A. To safeguard information exchanged via this MOU:
 - 1. Each PARTNER, their employees and agents, are required to review and follow applicable laws, regulations and policies relating to program-specific information as it applies to confidentiality of information with respect to any use or redisclosure of information provided to them through this MOU.
 - 2. Access to the information provided by this MOU will be restricted only to authorized employees and agents of PARTNERS.
 - 3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.
 - 4. Each PARTNER, and its employees and agents, agree to hold all information received in a confidential manner in accordance with all applicable laws and regulations respecting the same.
 - 5. Any records created from information provided by this MOU will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
 - 6. Unauthorized release or use of this information shall be cause for immediate termination of this MOU.
- B. To ensure confidentiality, each PARTNER, and its employees and agents, agree to:
 - 1. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means. Therefore, the parties agree to:

- a. Sign off of or password protect computers when they are not in use,
 - b. Encrypt or password-protect confidential or sensitive files, and
 - c. Store all PC diskettes or other media holding the exchanged information which contain confidential or sensitive information under lock and key.
2. Ensure that only authorized persons will have access to exchanged information.
 3. Instruct that all personnel with access to the exchanged information provided by this MOU are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.
 4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

XVI - Conflict of Interest

No officer, employee, or agent who has or will participate in the selection, the award, or the administration of this MOU may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all sub-contracts to the MOU. Upon written request, exceptions may be granted upon a case-by-case basis. These exceptions are granted by the GNWDB.

XVII - Entire MOU

This MOU contains the entire agreement of the parties. No representations were made or relied upon by any party hereto other than those that are expressly set forth herein.

XVIII - Applicable Law

Parties to this MOU shall conform with all existing and applicable city and county ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Parties to this MOU shall conform with all state and local WIOA policies. Nebraska law will govern the terms and performance under this MOU.

XIX - Public Record Statement

This document is a public record.

XX - Debarment, Suspension or Declared Ineligible

PARTNER certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is PARTNER's affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. PARTNER acknowledges that suspension or debarment is cause for termination.

XXI - Staffing

This MOU does not create an employment relationship or establish other employment-related rights. PARTNER shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the GNWDB’s ability to provide other essential services. PARTNER will indemnify and hold harmless the other parties for any injury PARTNER or PARTNER’s employees suffer in the performance of this MOU.

XXII - WIOA Assurances

See *Attachment #1*.

XXIII – Point of Contact

A. The following individuals are designated to be the Point of Contact (POC) for the parties:

For NDOL:

Shannon Grotrian, E&T Administrator 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-9897 Email: <i>shannon.grotrian@nebraska.gov</i>
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For PARTNER (UI Benefits):

Evan Littrell, UI Benefits Director 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-2547 Email: <i>evan.littrell@nebraska.gov</i>
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For PARTNER (UI Tax):

James Kubovy, UI Tax Director 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-4525 Email: <i>jim.kubovy@nebraska.gov</i>
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B. POC’s do not have the authority to amend, extend or otherwise change this Agreement, unless the POC is also the signatory to the Agreement.

XXIV – Auditor of Public Accounts

PARTNER understands and acknowledges that the records it provides to NDOL may be subject to an examination by the Auditor of Public Accounts in accordance with *Neb. Rev. Stat. §84-305* including, but not limited to, books, accounts, vouchers, records and expenditures.

[signature page to follow]

XXV - Signatures

IN WITNESS WHEREOF, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

Date LISA WILSON, Chair
Greater Nebraska Workforce Development Board

Date PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

DRAFT

REVIEWED AND APPROVED:

KIM SCHREINER, Controller Date
Nebraska Department of Labor

JOAN MODRELL, E&T Director Date
Nebraska Department of Labor

KATIE S. THURBER, General Counsel Date
Nebraska Department of Labor

ATTACHMENTS:

#1 – WIOA Assurances

**Workforce Innovation and Opportunity Act (WIOA)
ASSURANCES**

Access to Records - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to examine, all documents related to the grant agreement.

Administration – The Grantee assures it will fully comply with all Grantor instructions and relating to the administration of funds.

Administration and Fiscal Systems - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the WIOA, and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to sub-grants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls will be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

Audit Resolution File – The Grantee assures that the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

Bonding – The Grantee assures that all persons and/or sub-recipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and State regulatory requirements for protection against loss.

Cash Management – The Grantee assures that no excess cash will be kept on hand, and procedures for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements will be in place.

Citizenship / Status - No person or beneficiary will be discriminated against by Grantee on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA Title I financially-assisted program or activity.

Compliance with Nebraska Revised Statutes §§4-108 through 4-112 and 4-114 – The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in *Neb. Rev. Stat.* §4-114, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to *Neb. Rev. Stat.* §§4-111 and 4-112, if the Contractor has applied for public benefits, as defined in *Neb. Rev. Stat.* §4108. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIOA – The Grantee assures that it will fully comply with the requirements of WIOA.

Confidentiality – The Grantee assures it will comply with the confidentiality requirements of Section 116(i)(3) of WIOA.

Consultation - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Development Board, the business community, labor organizations, and other partners.

Disabilities - The Grantee assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Executive Order 11375. Grantee agrees to comply with Executive Order 11246 of September 28, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 (October 13, 1967) entitled “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity” and as supplemented in US Department of Labor regulations on “Obligations of Contractors and Subcontractors” (Title 41, Subtitle B, Chapter 60, Part 60-1).

Expending Funds – The Grantee assures that funds will be spent in accordance with WIOA and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal laws and regulations, state statutes and regulations, and state policies.

Governor’s Grant Procedures – The Grantee assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

General Administrative Requirements:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
 - Standard Form 424 B – Assurances - Non-Construction Programs.
 - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
 - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
 - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
 - 29 CFR Part 93 – New Restrictions on Lobbying.
 - 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions. -
 - 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

Grievances/Complaints- The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

Human Trafficking – The Grantee understands that the awarding agency may terminate the award, without penalty, as a result of actions by Grantee, employees or sub-recipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

In Demand Occupation or Industry – WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate.

Labor Standard Provisions. Grantee agrees to adhere to the Davis-Bacon Act of 1931 (40 U.S.C. §276a to 276a-7) and the Contract Work Hours & Safety Standards Act of 1962 (40 U.S.C. §§3141 and 3702 to 3708), as amended, and supplemented by U.S. Department of Labor regulations.

Licensing, Taxation, and Insurance – The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

Nebraska Fair Employment Practice Act - The Grantee assures it will comply with the Nebraska Fair Employment Practice Act, *Neb. Rev. Stat.* §§48-1101 to 48-1126.

Nondiscrimination - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibit discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- On the basis of age under the Age Discrimination Act of 1975;
- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee further assures it will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

Patent Rights, Copyrights and Rights in Data – The Grantee understands that NDOL and US Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Political Affiliation - No person or beneficiary will be discriminated against by Grantee on the basis of his/her political affiliation.

Regional Planning – The Workforce Development Board will participate in regional planning.

Reporting - The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

Responsibility Matters – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

Retention of Records – The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of five years after grant closeout. If prior to the five-year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement will be maintained until the litigation is complete and audit findings are resolved.

Salary and Bonus Limitations – The Grantee assures none of the funds appropriated in WIOA or prior Acts under the heading “Employment and Training Administration” that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under Section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.

Special Clauses/Provisions – Grantee understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

State Energy Conservation Plan – The Grantee recognizes mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee agrees to comply with all applicable standards, orders, or requirements issued under §306 of the Energy Policy and Conservation Act, §508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of \$100,000 (40 CFR Part 15).

State WIOA Policies - Grantee shall comply with all provisions contained in the State of Nebraska WIOA Policies.

Sunshine Provision – The local Workforce Development Board assures that the public, including individuals with disabilities, has access to minutes of its meetings.

Title VII - The Grantee assures it will comply with Title VII of the Civil Rights Act of 1964, as amended.

Union Organizing – The Grantee assures no funds received under WIOA will be to assist, promote, or deter union organizing.

Veterans – The Grantee assures that funds received under WIOA will comply with the veteran’s priority provisions established in the Jobs for Veterans Act.

MEMORANDUM OF UNDERSTANDING
Between
THE GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
PINE RIDGE JOB CORPS CENTER

Job Corps (38 USC Chapter 41) Services

THIS MEMORANDUM OF UNDERSTANDING is entered into on July 1, 2017 between the Greater Nebraska Workforce Development Board (GNWDB), the Greater Nebraska Chief Elected Officials Board (GNCEOB), and the **Pine Ridge Job Corps Center** (PARTNER), for job corps services in the **Grand Island American Job Center** (AJC).

WHEREAS, the parties desire to build an integrated service delivery system in the Greater Nebraska Workforce Development Area (88 Nebraska counties – except Douglas, Lancaster, Sarpy, Saunders, and Washington) pursuant to the provisions of the Workforce Innovation & Opportunity Act of 2014 (WIOA); and

WHEREAS, PARTNER is engaged in workforce development activities in the Greater Nebraska Workforce Development Area; and

WHEREAS, the parties desire to determine, negotiate and allocate the services and costs of funding those services at the AJC.

NOW, THEREFORE, the parties agree as follows:

I - Purpose of MOU

- A. Workforce Design. The Greater Nebraska Workforce Development Area is a member of the AJC network which includes six core programs: Title I Adult, Dislocated Worker, and Youth programs; the Title II Adult Education and Family Literacy Act (AEFLA) program; the Employment Service (ES) program (authorized under the Wagner-Peyser Act, as amended by Title III of WIOA), and the Vocational Rehabilitation (VR) program (authorized under Title I of the Rehabilitation Act of 1973, as amended by Title IV of WIOA). The AJC network also includes other required and additional partners identified in WIOA. Through the AJCs, these partner programs and their direct service providers ensure businesses and all job seekers—a shared client base across the multiple programs—have access to information and services that lead to positive educational and employment outcomes. Under WIOA, AJCs and partner staff strive to:
1. Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families;
 2. Provide access and opportunities to job seekers, including individuals with barriers to employment, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;
 3. Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.

4. Participate in rigorous evaluations that support continuous improvement of AJCs by identifying which strategies work better for different populations; and
 5. Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.
- B. The local workforce delivery system includes a comprehensive AJC in Grand Island and ten (10) affiliated AJC sites located in: Alliance, Beatrice, Columbus, Kearney, Lexington, Nebraska City, Norfolk, North Platte, Scottsbluff, and York.
- C. Partner Responsibilities & Expectations. The one-stop partners of this MOU agree to participate in joint planning, plan development, and modification of activities to accomplish the following:
1. Accessibility of the partner's applicable service(s) to customers through the one-stop delivery system.
 2. Participation in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
 3. All partners and staff are adequately cross-trained as a result of their participation in capacity building and staff development activities.
 4. Continuous partnership building; requiring inclusiveness of all partners involved.
 5. Continuous planning in response to state and federal requirements.
 6. Responsiveness to local and economic conditions, including employer needs.
 7. Meet common data collection and reporting needs.
 8. Involvement in special grant and/or pilot projects that impact a partner's shared staffing resources.
 9. Co-branding and System Affiliation – Each one-stop delivery system partner will include “a proud partner of the AJC network” on any joint products, programs, activities, services, facilities, and materials used by the combined partnership of the one-stop system.
- D. Greater Nebraska must have at least one comprehensive AJC that provides universal access to the full range of employment services, training and education, employer assistance, etc. In other words, a comprehensive AJC is a physical location where job seekers and employers have access to the programs, services, and activities of all the required AJC partners.
- E. For a service to be deemed “accessible,” a partner must provide access to that service through at least one of the following methods:
1. Co-location – Program staff from the partner are physically present at the AJC.
 2. Cross information sharing / Customer Referral – AJC staff are trained to provide information about all programs, services, and activities that may be available to the customer through the partner organization and can make referrals.

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3. Direct access through real-time technology – Access through two-way communication and interaction between clients and the partner that results in services being provided. Examples may include the following:
 - a. Identification of a single point of contact for service delivery at the partner’s program.
 - b. Email or instant messaging.
 - c. Facilitating phone calls between partner agency staff and clients.
 - d. Live chat via Skype or FaceTime.
 - e. Establishment of an Internet portal linking all of the partners
- F. Role of the One-stop Operator. Through the AJC, the one-stop operator is responsible for carrying out the activities described below:
1. Facilitates integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the AJC.
 2. Develops and implements operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings.
 3. Facilitates the implementation of the “common intake” and communication tool to; integrate partner program services, increase co-enrollments across programs and eliminate duplication of services.
 4. Organizes and integrates AJC services by function (rather than by program), when permitted by a program’s authorizing statute and, as appropriate, through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having AJC staff who perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams).
 5. Create a model of service integration that focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program.
 6. Facilitate the integrated Greater Nebraska AJC sites by ensuring;
 - a. Center staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.
 - b. Center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs’ services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.

- c. Center staff are routinely trained so they are keenly aware as to how their particular work function supports and contributes to the overall vision of the Local WDB, as well as within the AJC network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

II – Vision Statement

To deliver local coordinated, proactive, responsive and adaptable services for jobseekers and employers to maximize opportunities for earning, learning, and living.

III - Integrated Service Delivery Activities

- A. The parties to this MOU agree to conduct the following activities:
 1. Jointly promote the further integration of programs through joint planning at the state, regional, and local levels;
 2. Coordinate resources and programs for a more streamlined and efficient workforce development system;
 3. Promote information-sharing and the coordination of activities to improve the performance of the AJC through the development and implementation of an MOU;
 4. Identify barriers to coordination;
 5. Promote the development and implementation of a more unified system of measuring program performance and accountability;
 6. Promote, when feasible, the development of a more common data system to track client progress; and
 7. Promote any other activities which will lead to establishment of an efficient and effective workforce development program.
- B. The Nebraska Department of Labor (NDOL) is the Administrative Entity for the Greater Nebraska Workforce Development Area. NDOL shall have oversight responsibility, which includes coordination with a facility manager where appropriate, for office management design, and daily operational issues. PARTNER shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

IV - General Provisions

It is understood that PARTNER should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time PARTNER is unable to perform its functions under this MOU consistent with PARTNER's statutory and regulatory mandates, PARTNER shall immediately provide written notice to the GNWDB through NDOL to establish a date for mutual resolution of the conflict.

V - PARTNER Cost Allocation and Description of Services and/or Program Activities

The parties agree to the following cost allocations, services, and/or program activities:

- A. SITE LOCATION. [to be determined]
- B. INTEGRATION OF SERVICES. Under WIOA, there are three (3) types of career services: basic, individualized, and follow-up. [WIOA Sec. 134(c)(2); 20 CFR § 678.430]

PARTNER agrees to integrate services provided under the WIOA as a single service delivery system. Services and/or program activities to be provided are generally identified as:

- 1. Required Basic Career Services. Basic career services must be made available to each individual accessing an AJC and must be made available otherwise through the local workforce delivery system. Basic career services must also be made available to local employers.

The following table lists the basic career services that must be provided. [20 CFR §678.430(a)]

In addition to the basic career services, TANF agencies must identify all other employment services and related support services being provided by the TANF program in the local area that qualify as career services and ensure access to those services through the local workforce delivery system.

REQUIRED BASIC CAREER SERVICES	
1.	Eligibility determination for WIOA Title IB Adult, Dislocated Worker, and Youth programs
2.	Outreach, intake (including profiling), and orientation to information and other services available through the local workforce delivery system, including: <ul style="list-style-type: none"> a. an opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to an application web site
3.	Initial assessment of skill levels including literacy, numeracy, and English-language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs
4.	Labor exchange services, including: <ul style="list-style-type: none"> a. job search and placement assistance and career counseling (when needed by an individual), including provision of information on in-demand industry sectors and occupations and nontraditional employment; b. appropriate recruitment and other business services on behalf of employers, including labor market information and referrals to specialized business services other than those traditionally offered through the local workforce delivery system; and c. development of on-the-job training contracts and employer job development for unsubsidized placements
5.	Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce delivery system and, when appropriate, other workforce development programs
6.	Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: <ul style="list-style-type: none"> a. job vacancy listings in labor market areas; b. information on job skills necessary to obtain the vacant jobs listed; and c. information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those occupations
7.	Provision of performance information and program cost information on Eligible Training Providers by program and type of providers
8.	Provision of information, in usable and understandable formats and languages, relating to how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce delivery system

REQUIRED BASIC CAREER SERVICES	
9.	Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: <ol style="list-style-type: none"> child care; child support; medical or child health assistance available through Nebraska’s Medicaid program and Children’s Health Insurance Program; benefits under SNAP; and assistance through the earned income tax credit; and assistance under Nebraska’s TANF program and other supportive services and transportation provided through TANF
10.	Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation
11.	Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA

- Individualized Career Services. Individualized career services are tailored to each program participant to best meet the individual’s needs, if determined appropriate in order for an individual to obtain or retain employment, and must be made available through the local workforce delivery system.

The following table lists the individualized career services that must be made available. [20 CFR § 678.430(b)]

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INDIVIDUALIZED CAREER SERVICES	
1.	Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include: <ol style="list-style-type: none"> diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
2.	Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information on and access to the Eligible Training Provider List
3.	Group counseling
4.	Individual counseling
5.	Career planning
6.	Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training
7.	Internships and work experiences that are linked to careers
8.	Workforce preparation activities
9.	Financial literacy services
10.	Out-of-area job search assistance and relocation assistance
11.	English-language acquisition programs and integrated education and training programs [20 CFR § 678.430: If any one-stop partner or service provider receives funds directly or indirectly from U.S. Department of Health and Human Services or other Federal agencies, it is required under Title VI of the Civil Rights Act of 1964 and its implementing regulations, to take reasonable steps to ensure meaningful access to its programs by persons with limited English proficiency. Title VI also prohibits Federal grant recipients from utilizing methods of administration that have the effect of discriminating against persons based on their race, color, or national origin. In some cases, a provider’s failure to provide language assistance to linguistically or culturally diverse populations could be a violation of Title VI. However, the Title VI requirement to take reasonable steps to ensure meaningful access <u>does not mean</u> that jurisdictions are required to provide universal ESL training. While individual jurisdictions may need to provide ESL training and testing to TANF family members in some cases, universal ESL training is not a statutorily mandated requirement.]

3. Follow-up Career Services.

FOLLOW-UP CAREER SERVICES

Follow-up services must be provided for up to twelve (12) months after an individual's first day of employment, as appropriate.

Follow-up career services include counseling regarding the workplace for participants in Adult or Dislocated Worker programs who are placed in unsubsidized employment

4. Other services to be provided by PARTNER: [to be determined]

C. OPERATIONAL COSTS.

1. Co-Location. [to be determined].

2. Funding Source. The funding source that will provide the financial support for PARTNER's participation is: to be determined.

3. Special Conditions. [to be determined].

D. STAFFING. PARTNER intends to allocate [to be determined] staffing under this MOU.

E. COMMON INTAKE, INFORMATION EXCHANGE SYSTEMS, AND METHODS OF REFERRAL.

1. Common Intake. [to be determined]

2. Information Exchange Systems. [to be determined]

3. Referral Process. [to be determined]

VI - Performance Criteria

It is agreed that parties to this MOU will strive to achieve the goals of the WIOA State and Local Plans and the following standards of quality service for its customers, employees and other participating partners:

A. PARTNER will deliver high quality services through the AJC delivery system.

B. All customers will receive prompt and courteous service, and appropriate services, education, and training that will help them reach their employment goals.

VII - Cost Sharing and Resource Sharing

[to be determined]

VIII - Complaint and Grievance Procedures

PARTNER will have a policy and procedure to handle complaints and grievances specific to services provided by PARTNER. Complaints and grievances specific to the AJC may be resolved with the GNWDB's Administrative Entity (NDOL) or may be processed in accordance with the GNWDB policy on complaints of discrimination or the policy on non-criminal complaints and grievances.

IX - MOU Approval

The undersigned participating PARTNER binds itself to the faithful performance of this MOU.

X - Restriction on Use of Funds

Unless specifically allowed or required by federal or state law or mandates, no funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office, nor shall they be used to provide services to or the employment of or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this MOU with:

- A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
- B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

XI - Risk of Loss

- A. If PARTNER is a state agency, it is self-insured.
- B. If PARTNER is not a state agency, it shall be responsible for any loss due to theft, misappropriation and the actions of its contractors, agents and employees. The other PARTNERS shall not be responsible for loss or damage to property owned by a PARTNER unless such loss or damage was due to the actions of the other PARTNER. Office furniture and appurtenances purchased with WIOA funds are the property of the AJC.

XII - Term of MOU

- A. This MOU is effective July 1, 2017 through June 30, 2020.
- B. Any amendment or extension to this MOU shall be in writing and signed by all parties.
- C. This MOU shall terminate with regard to PARTNER upon the occurrence of any or all of the following:
 - 1. Exhaustion of designated fund.
 - 2. Upon thirty days' written notice by any party to the others.
 - 3. Should this MOU be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. This MOU shall be reviewed annually.
- E. Costs under this MOU shall be renegotiated annually.

XIII - Assignability

The parties shall not assign, transfer, or convey any right, title, or interest of this MOU.

XIV - EEO / ADA / Drug Free Workplace Provisions

PARTNER acknowledges that its activities pursuant to this MOU must be in compliance with civil rights laws and statutes, and any implementing regulations, and makes the following assurances:

- A. Warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, religion, sex, national origin, age, or status as a qualified person with a disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which any contractor receives federal financial assistance.
- B. PARTNER and any of its subcontractors with respect to any services performed under this MOU shall not discriminate against any employee or applicant for employment, to be employed in the performance of this MOU, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
- C. PARTNER shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

XV - Statement of Confidentiality of Program Information

- A. To safeguard information exchanged via this MOU:
 1. Each PARTNER, their employees and agents, are required to review and follow applicable laws, regulations and policies relating to program-specific information as it applies to confidentiality of information with respect to any use or redisclosure of information provided to them through this MOU.
 2. Access to the information provided by this MOU will be restricted only to authorized employees and agents of PARTNERS.
 3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.
 4. Each PARTNER, and its employees and agents, agree to hold all information received in a confidential manner in accordance with all applicable laws and regulations respecting the same.
 5. Any records created from information provided by this MOU will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
 6. Unauthorized release or use of this information shall be cause for immediate termination of this MOU.
- B. To ensure confidentiality, each PARTNER, and its employees and agents, agree to:
 1. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means. Therefore, the parties agree to:

- a. Sign off of or password protect computers when they are not in use,
 - b. Encrypt or password-protect confidential or sensitive files, and
 - c. Store all PC diskettes or other media holding the exchanged information which contain confidential or sensitive information under lock and key.
2. Ensure that only authorized persons will have access to exchanged information.
 3. Instruct that all personnel with access to the exchanged information provided by this MOU are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.
 4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

XVI - Conflict of Interest

No officer, employee, or agent who has or will participate in the selection, the award, or the administration of this MOU may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all sub-contracts to the MOU. Upon written request, exceptions may be granted upon a case-by-case basis. These exceptions are granted by the GNWDB.

XVII - Entire MOU

This MOU contains the entire agreement of the parties. No representations were made or relied upon by any party hereto other than those that are expressly set forth herein.

XVIII - Applicable Law

Parties to this MOU shall conform with all existing and applicable city and county ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Parties to this MOU shall conform with all state and local WIOA policies. Nebraska law will govern the terms and performance under this MOU.

XIX - Public Record Statement

This document is a public record.

XX - Debarment, Suspension or Declared Ineligible

PARTNER certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is PARTNER's affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. PARTNER acknowledges that suspension or debarment is cause for termination.

XXI - Staffing

This MOU does not create an employment relationship or establish other employment-related rights. PARTNER shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the GNWDB’s ability to provide other essential services. PARTNER will indemnify and hold harmless the other parties for any injury PARTNER or PARTNER’s employees suffer in the performance of this MOU.

XXII - WIOA Assurances

See *Attachment #1*.

XXIII – Point of Contact

A. The following individuals are designated to be the Point of Contact (POC) for the parties:

For NDOL:

Shannon Grotrian, E&T Administrator 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-9897 Email: shannon.grotrian@nebraska.gov
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For PARTNER:

Tammy Calamari, Director 15710 Highway 385 Chadron, NE 69337	Phone: (308) 432-3316 Email: tcalamari@fsfd.us
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B. POC’s do not have the authority to amend, extend or otherwise change this Agreement, unless the POC is also the signatory to the Agreement.

XXIV – Auditor of Public Accounts

PARTNER understands and acknowledges that the records it provides to NDOL may be subject to an examination by the Auditor of Public Accounts in accordance with *Neb. Rev. Stat.* §84-305 including, but not limited to, books, accounts, vouchers, records and expenditures.

[signature page to follow]

XXV - Signatures

IN WITNESS WHEREOF, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

Date
Greater Nebraska Workforce Development Board

LISA WILSON, Chair

Date
Greater Nebraska Chief Elected Officials Board

PAMELA LANCASTER, Chair

Date
Pine Ridge Job Corps Center

TAMMY CALAMARI, Director

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REVIEWED AND APPROVED:

KIM SCHREINER, Controller
Nebraska Department of Labor

Date

JOAN MODRELL, E&T Director
Nebraska Department of Labor

Date

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

Date

KATIE S. THURBER, General Counsel
Nebraska Department of Labor

Date

ATTACHMENTS:

#1 – WIOA Assurances

**Workforce Innovation and Opportunity Act (WIOA)
ASSURANCES**

Access to Records - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to examine, all documents related to the grant agreement.

Administration – The Grantee assures it will fully comply with all Grantor instructions and relating to the administration of funds.

Administration and Fiscal Systems - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the WIOA, and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to sub-grants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls will be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

Audit Resolution File – The Grantee assures that the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

Bonding – The Grantee assures that all persons and/or sub-recipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and State regulatory requirements for protection against loss.

Cash Management – The Grantee assures that no excess cash will be kept on hand, and procedures for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements will be in place.

Citizenship / Status - No person or beneficiary will be discriminated against by Grantee on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA Title I financially-assisted program or activity.

Compliance with Nebraska Revised Statutes §§4-108 through 4-112 and 4-114 – The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in *Neb. Rev. Stat.* §4-114, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to *Neb. Rev. Stat.* §§4-111 and 4-112, if the Contractor has applied for public benefits, as defined in *Neb. Rev. Stat.* §4108. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIOA – The Grantee assures that it will fully comply with the requirements of WIOA.

Confidentiality – The Grantee assures it will comply with the confidentiality requirements of Section 116(i)(3) of WIOA.

Consultation - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Development Board, the business community, labor organizations, and other partners.

Disabilities - The Grantee assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Executive Order 11375. Grantee agrees to comply with Executive Order 11246 of September 28, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 (October 13, 1967) entitled “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity” and as supplemented in US Department of Labor regulations on “Obligations of Contractors and Subcontractors” (Title 41, Subtitle B, Chapter 60, Part 60-1).

Expending Funds – The Grantee assures that funds will be spent in accordance with WIOA and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal laws and regulations, state statutes and regulations, and state policies.

Governor’s Grant Procedures – The Grantee assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

General Administrative Requirements:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
 - Standard Form 424 B – Assurances - Non-Construction Programs.
 - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
 - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
 - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
 - 29 CFR Part 93 – New Restrictions on Lobbying.
 - 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions. -
 - 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

Grievances/Complaints- The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

Human Trafficking – The Grantee understands that the awarding agency may terminate the award, without penalty, as a result of actions by Grantee, employees or sub-recipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

In Demand Occupation or Industry – WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate.

Labor Standard Provisions. Grantee agrees to adhere to the Davis-Bacon Act of 1931 (40 U.S.C. §276a to 276a-7) and the Contract Work Hours & Safety Standards Act of 1962 (40 U.S.C. §§3141 and 3702 to 3708), as amended, and supplemented by U.S. Department of Labor regulations.

Licensing, Taxation, and Insurance – The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

Nebraska Fair Employment Practice Act - The Grantee assures it will comply with the Nebraska Fair Employment Practice Act, *Neb. Rev. Stat.* §§48-1101 to 48-1126.

Nondiscrimination - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibit discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- On the basis of age under the Age Discrimination Act of 1975;
- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee further assures it will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

Patent Rights, Copyrights and Rights in Data – The Grantee understands that NDOL and US Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Political Affiliation - No person or beneficiary will be discriminated against by Grantee on the basis of his/her political affiliation.

Regional Planning – The Workforce Development Board will participate in regional planning.

Reporting - The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

Responsibility Matters – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

Retention of Records – The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of five years after grant closeout. If prior to the five-year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement will be maintained until the litigation is complete and audit findings are resolved.

Salary and Bonus Limitations – The Grantee assures none of the funds appropriated in WIOA or prior Acts under the heading “Employment and Training Administration” that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under Section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.

Special Clauses/Provisions – Grantee understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

State Energy Conservation Plan – The Grantee recognizes mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee agrees to comply with all applicable standards, orders, or requirements issued under §306 of the Energy Policy and Conservation Act, §508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of \$100,000 (40 CFR Part 15).

State WIOA Policies - Grantee shall comply with all provisions contained in the State of Nebraska WIOA Policies.

Sunshine Provision – The local Workforce Development Board assures that the public, including individuals with disabilities, has access to minutes of its meetings.

Title VII - The Grantee assures it will comply with Title VII of the Civil Rights Act of 1964, as amended.

Union Organizing – The Grantee assures no funds received under WIOA will be to assist, promote, or deter union organizing.

Veterans – The Grantee assures that funds received under WIOA will comply with the veteran’s priority provisions established in the Jobs for Veterans Act.

MEMORANDUM OF UNDERSTANDING
Between
THE GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
PROTEUS, INC.

Migrant and Seasonal Farmworker Programs [WIOA Title I(D)]

THIS MEMORANDUM OF UNDERSTANDING is entered into on July 1, 2017 between the Greater Nebraska Workforce Development Board (GNWDB), the Greater Nebraska Chief Elected Officials Board (GNCEOB), and **Proteus, Inc.** (PARTNER), for migrant and seasonal farmworker program services in the **Grand Island American Job Center** (AJC).

WHEREAS, the parties desire to build an integrated service delivery system in the Greater Nebraska Workforce Development Area (88 Nebraska counties – except Douglas, Lancaster, Sarpy, Saunders, and Washington) pursuant to the provisions of the Workforce Innovation & Opportunity Act of 2014 (WIOA); and

WHEREAS, PARTNER is engaged in workforce development activities in the Greater Nebraska Workforce Development Area; and

WHEREAS, the parties desire to determine, negotiate and allocate the services and costs of funding those services at the AJC.

NOW, THEREFORE, the parties agree as follows:

I- Purpose of MOU

- A. Workforce Design. The Greater Nebraska Workforce Development Area is a member of the AJC network which includes six core programs: Title I Adult, Dislocated Worker, and Youth programs; the Title II Adult Education and Family Literacy Act (AEFLA) program; the Employment Service (ES) program (authorized under the Wagner-Peyser Act, as amended by Title III of WIOA), and the Vocational Rehabilitation (VR) program (authorized under Title I of the Rehabilitation Act of 1973, as amended by Title IV of WIOA). The AJC network also includes other required and additional partners identified in WIOA. Through the AJCs, these partner programs and their direct service providers ensure businesses and all job seekers—a shared client base across the multiple programs—have access to information and services that lead to positive educational and employment outcomes. Under WIOA, AJCs and partner staff strive to:
1. Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families;
 2. Provide access and opportunities to job seekers, including individuals with barriers to employment, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;

3. Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.
 4. Participate in rigorous evaluations that support continuous improvement of AJCs by identifying which strategies work better for different populations; and
 5. Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.
- B. The local workforce delivery system includes a comprehensive AJC in Grand Island and ten (10) affiliated AJC sites located in: Alliance, Beatrice, Columbus, Kearney, Lexington, Nebraska City, Norfolk, North Platte, Scottsbluff, and York.
- C. Partner Responsibilities & Expectations. The one-stop partners of this MOU agree to participate in joint planning, plan development, and modification of activities to accomplish the following:
1. Accessibility of the partner’s applicable service(s) to customers through the one-stop delivery system.
 2. Participation in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
 3. All partners and staff are adequately cross-trained as a result of their participation in capacity building and staff development activities.
 4. Continuous partnership building; requiring inclusiveness of all partners involved.
 5. Continuous planning in response to state and federal requirements.
 6. Responsiveness to local and economic conditions, including employer needs.
 7. Meet common data collection and reporting needs.
 8. Involvement in special grant and/or pilot projects that impact a partner’s shared staffing resources.
 9. Co-branding and System Affiliation – Each one-stop delivery system partner will include “a proud partner of the AJC network” on any joint products, programs, activities, services, facilities, and materials used by the combined partnership of the one-stop system.
- D. Greater Nebraska must have at least one comprehensive AJC that provides universal access to the full range of employment services, training and education, employer assistance, etc. In other words, a comprehensive AJC is a physical location where job seekers and employers have access to the programs, services, and activities of all the required AJC partners.
- E. For a service to be deemed “accessible,” a partner must provide access to that service through at least one of the following methods:
1. Co-location – Program staff from the partner are physically present at the AJC.

2. Cross information sharing / Customer Referral – AJC staff are trained to provide information about all programs, services, and activities that may be available to the customer through the partner organization and can make referrals.
 3. Direct access through real-time technology – Access through two-way communication and interaction between clients and the partner that results in services being provided. Examples may include the following:
 - a. Identification of a single point of contact for service delivery at the partner’s program.
 - b. Email or instant messaging.
 - c. Facilitating phone calls between partner agency staff and clients.
 - d. Live chat via Skype or FaceTime.
 - e. Establishment of an Internet portal linking all of the partners
- F. Role of the One-stop Operator. Through the AJC, the one-stop operator is responsible for carrying out the activities described below:
1. Facilitates integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the AJC.
 2. Develops and implements operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings.
 3. Facilitates the implementation of the “common intake” and communication tool to; integrate partner program services, increase co-enrollments across programs and eliminate duplication of services.
 4. Organizes and integrates AJC services by function (rather than by program), when permitted by a program’s authorizing statute and, as appropriate, through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having AJC staff who perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams).
 5. Create a model of service integration that focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program.
 6. Facilitate the integrated Greater Nebraska AJC sites by ensuring;
 - a. Center staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.

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- b. Center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs' services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.
- c. Center staff are routinely trained so they are keenly aware as to how their particular work function supports and contributes to the overall vision of the Local WDB, as well as within the AJC network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

II – Vision Statement

To deliver local coordinated, proactive, responsive and adaptable services for jobseekers and employers to maximize opportunities for earning, learning, and living.

III - Integrated Service Delivery Activities

- A. The parties to this MOU agree to conduct the following activities:
 - 1. Jointly promote the further integration of programs through joint planning at the state, regional, and local levels;
 - 2. Coordinate resources and programs for a more streamlined and efficient workforce development system;
 - 3. Promote information-sharing and the coordination of activities to improve the performance of the AJC through the development and implementation of an MOU;
 - 4. Identify barriers to coordination;
 - 5. Promote the development and implementation of a more unified system of measuring program performance and accountability;
 - 6. Promote, when feasible, the development of a more common data system to track client progress; and
 - 7. Promote any other activities which will lead to establishment of an efficient and effective workforce development program.
- B. The Nebraska Department of Labor (NDOL) is the Administrative Entity for the Greater Nebraska Workforce Development Area. NDOL shall have oversight responsibility, which includes coordination with a facility manager where appropriate, for office management design, and daily operational issues. PARTNER shall maintain exclusive direction and control over the delivery of their respective program responsibilities.

IV - General Provisions

It is understood that PARTNER should be able to fulfill its responsibilities under this MOU in accordance with the provisions of the law and regulations which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time PARTNER is unable to perform its functions under this MOU consistent with PARTNER's statutory and regulatory mandates, PARTNER shall immediately provide written notice to the GNWDB through NDOL to establish a date for mutual resolution of the conflict.

V - PARTNER Cost Allocation and Description of Services and/or Program Activities

The parties agree to the following cost allocations, services, and/or program activities:

- A. SITE LOCATION. [to be determined]
- B. INTEGRATION OF SERVICES. Under WIOA, there are three (3) types of career services: basic, individualized, and follow-up. [WIOA Sec. 134(c)(2); 20 CFR §678.430]

PARTNER agrees to integrate services provided under the WIOA as a single service delivery system. Services and/or program activities to be provided are generally identified as:

- 1. Required Basic Career Services. Basic career services must be made available to each individual accessing an AJC and must be made available otherwise through the local workforce delivery system. Basic career services must also be made available to local employers.

The following table lists the basic career services that must be provided. [20 CFR §678.430(a)]

In addition to the basic career services, TANF agencies must identify all other employment services and related support services being provided by the TANF program in the local area that qualify as career services and ensure access to those services through the local workforce delivery system.

REQUIRED BASIC CAREER SERVICES	
1.	Eligibility determination for WIOA Title IB Adult, Dislocated Worker, and Youth programs
2.	Outreach, intake (including profiling), and orientation to information and other services available through the local workforce delivery system, including: <ul style="list-style-type: none"> a. an opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to an application web site
3.	Initial assessment of skill levels including literacy, numeracy, and English-language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs
4.	Labor exchange services, including: <ul style="list-style-type: none"> a. job search and placement assistance and career counseling (when needed by an individual), including provision of information on in-demand industry sectors and occupations and nontraditional employment; b. appropriate recruitment and other business services on behalf of employers, including labor market information and referrals to specialized business services other than those traditionally offered through the local workforce delivery system; and c. development of on-the-job training contracts and employer job development for unsubsidized placements
5.	Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce delivery system and, when appropriate, other workforce development programs
6.	Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: <ul style="list-style-type: none"> a. job vacancy listings in labor market areas; b. information on job skills necessary to obtain the vacant jobs listed; and c. information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those occupations
7.	Provision of performance information and program cost information on Eligible Training Providers by program and type of providers

REQUIRED BASIC CAREER SERVICES	
8.	Provision of information, in usable and understandable formats and languages, relating to how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce delivery system
9.	Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: <ol style="list-style-type: none"> child care; child support; medical or child health assistance available through Nebraska's Medicaid program and Children's Health Insurance Program; benefits under SNAP; and assistance through the earned income tax credit; and assistance under Nebraska's TANF program and other supportive services and transportation provided through TANF
10.	Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation
11.	Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA

2. Individualized Career Services. Individualized career services are tailored to each program participant to best meet the individual's needs, if determined appropriate in order for an individual to obtain or retain employment, and must be made available through the local workforce delivery system.

The following table lists the individualized career services that must be made available. [20 CFR § 678.430(b)]

INDIVIDUALIZED CAREER SERVICES	
1.	Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include: <ol style="list-style-type: none"> diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
2.	Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information on and access to the Eligible Training Provider List
3.	Group counseling
4.	Individual counseling
5.	Career planning
6.	Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training
7.	Internships and work experiences that are linked to careers
8.	Workforce preparation activities
9.	Financial literacy services
10.	Out-of-area job search assistance and relocation assistance

INDIVIDUALIZED CAREER SERVICES

11. English-language acquisition programs and integrated education and training programs [20 CFR § 678.430: If any one-stop partner or service provider receives funds directly or indirectly from U.S. Department of Health and Human Services or other Federal agencies, it is required under Title VI of the Civil Rights Act of 1964 and its implementing regulations, to take reasonable steps to ensure meaningful access to its programs by persons with limited English proficiency. Title VI also prohibits Federal grant recipients from utilizing methods of administration that have the effect of discriminating against persons based on their race, color, or national origin. In some cases, a provider’s failure to provide language assistance to linguistically or culturally diverse populations could be a violation of Title VI. However, the Title VI requirement to take reasonable steps to ensure meaningful access does not mean that jurisdictions are required to provide universal ESL training. While individual jurisdictions may need to provide ESL training and testing to TANF family members in some cases, universal ESL training is not a statutorily mandated requirement.]

3. Follow-up Career Services.

FOLLOW-UP CAREER SERVICES
Follow-up services <u>must</u> be provided for up to twelve (12) months <u>after</u> an individual’s first day of employment, as appropriate.
Follow-up career services include counseling regarding the workplace for participants in Adult or Dislocated Worker programs who are placed in unsubsidized employment

4. Other services to be provided by PARTNER: [to be determined]

C. OPERATIONAL COSTS.

1. Co-Location. [to be determined].

2. Funding Source. The funding source that will provide the financial support for PARTNER’s participation is: to be determined.

3. Special Conditions. [to be determined].

D. STAFFING. PARTNER intends to allocate [to be determined] staffing under this MOU.

E. COMMON INTAKE, INFORMATION EXCHANGE SYSTEMS, AND METHODS OF REFERRAL.

1. Common Intake. [to be determined]

2. Information Exchange Systems. [to be determined]

3. Referral Process. [to be determined]

VI - Performance Criteria

It is agreed that parties to this MOU will strive to achieve the goals of the WIOA State and Local Plans and the following standards of quality service for its customers, employees and other participating partners:

A. PARTNER will deliver high quality services through the AJC delivery system.

B. All customers will receive prompt and courteous service, and appropriate services, education, and training that will help them reach their employment goals.

VII - Cost Sharing and Resource Sharing

[to be determined]

VIII - Complaint and Grievance Procedures

PARTNER will have a policy and procedure to handle complaints and grievances specific to services provided by PARTNER. Complaints and grievances specific to the AJC may be resolved with the GNWDB's Administrative Entity (NDOL) or may be processed in accordance with the GNWDB policy on complaints of discrimination or the policy on non-criminal complaints and grievances.

IX - MOU Approval

The undersigned participating PARTNER binds itself to the faithful performance of this MOU.

X - Restriction on Use of Funds

Unless specifically allowed or required by federal or state law or mandates, no funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office, nor shall they be used to provide services to or the employment of or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this MOU with:

- A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
- B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

XI - Risk of Loss

- A. If PARTNER is a state agency, it is self-insured.
- B. If PARTNER is not a state agency, it shall be responsible for any loss due to theft, misappropriation and the actions of its contractors, agents and employees. The other PARTNERS shall not be responsible for loss or damage to property owned by a PARTNER unless such loss or damage was due to the actions of the other PARTNER. Office furniture and appurtenances purchased with WIOA funds are the property of the AJC.

XII - Term of MOU

- A. This MOU is effective July 1, 2017 through June 30, 2020.
- B. Any amendment or extension to this MOU shall be in writing and signed by all parties.
- C. This MOU shall terminate with regard to PARTNER upon the occurrence of any or all of the following:
 - 1. Exhaustion of designated fund.
 - 2. Upon thirty days' written notice by any party to the others.

3. Should this MOU be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. This MOU shall be reviewed annually.
- E. Costs under this MOU shall be renegotiated annually.

XIII - Assignability

The parties shall not assign, transfer, or convey any right, title, or interest of this MOU.

XIV - EEO / ADA / Drug Free Workplace Provisions

PARTNER acknowledges that its activities pursuant to this MOU must be in compliance with civil rights laws and statutes, and any implementing regulations, and makes the following assurances:

- A. Warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, religion, sex, national origin, age, or status as a qualified person with a disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which any contractor receives federal financial assistance.
- B. PARTNER and any of its subcontractors with respect to any services performed under this MOU shall not discriminate against any employee or applicant for employment, to be employed in the performance of this MOU, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
- C. PARTNER shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

XV - Statement of Confidentiality of Program Information

- A. To safeguard information exchanged via this MOU:
 1. Each PARTNER, their employees and agents, are required to review and follow applicable laws, regulations and policies relating to program-specific information as it applies to confidentiality of information with respect to any use or redisclosure of information provided to them through this MOU.
 2. Access to the information provided by this MOU will be restricted only to authorized employees and agents of PARTNERS.
 3. Information provided by this MOU will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.
 4. Each PARTNER, and its employees and agents, agree to hold all information received in a confidential manner in accordance with all applicable laws and regulations respecting the same.

5. Any records created from information provided by this MOU will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
 6. Unauthorized release or use of this information shall be cause for immediate termination of this MOU.
- B. To ensure confidentiality, each PARTNER, and its employees and agents, agree to:
1. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means. Therefore, the parties agree to:
 - a. Sign off of or password protect computers when they are not in use,
 - b. Encrypt or password-protect confidential or sensitive files, and
 - c. Store all PC diskettes or other media holding the exchanged information which contain confidential or sensitive information under lock and key.
 2. Ensure that only authorized persons will have access to exchanged information.
 3. Instruct that all personnel with access to the exchanged information provided by this MOU are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.
 4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

XVI - Conflict of Interest

No officer, employee, or agent who has or will participate in the selection, the award, or the administration of this MOU may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all sub-contracts to the MOU. Upon written request, exceptions may be granted upon a case-by-case basis. These exceptions are granted by the GNWDB.

XVII - Entire MOU

This MOU contains the entire agreement of the parties. No representations were made or relied upon by any party hereto other than those that are expressly set forth herein.

XVIII - Applicable Law

Parties to this MOU shall conform with all existing and applicable city and county ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Parties to this MOU shall conform with all state and local WIOA policies. Nebraska law will govern the terms and performance under this MOU.

XIX - Public Record Statement

This document is a public record.

XX - Debarment, Suspension or Declared Ineligible

PARTNER certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is PARTNER’s affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. PARTNER acknowledges that suspension or debarment is cause for termination.

XXI - Staffing

This MOU does not create an employment relationship or establish other employment-related rights. PARTNER shall retain all supervisory responsibility over its staff, and shall, in no event, limit or restrict the GNWDB’s ability to provide other essential services. PARTNER will indemnify and hold harmless the other parties for any injury PARTNER or PARTNER’s employees suffer in the performance of this MOU.

XXII - WIOA Assurances

See *Attachment #1*.

XXIII – Point of Contact

A. The following individuals are designated to be the Point of Contact (POC) for the parties:

DRAFT

For NDOL:

Shannon Grotrian, E&T Administrator 550 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-9897 Email: shannon.grotrian@nebraska.gov
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For PARTNER:

Susan Billups Rabick, Regional Director 3830 Vermaas Place, Ste. A Lincoln, NE 68502	Phone: (855) 458-3421 Email: susanb@proteusinc.net
--	--

B. POC’s do not have the authority to amend, extend or otherwise change this Agreement, unless the POC is also the signatory to the Agreement.

XXIV – Auditor of Public Accounts

PARTNER understands and acknowledges that the records it provides to NDOL may be subject to an examination by the Auditor of Public Accounts in accordance with *Neb. Rev. Stat. §84-305* including, but not limited to, books, accounts, vouchers, records and expenditures.

[signature page to follow]

XXV - Signatures

IN WITNESS WHEREOF, the parties have executed this MOU, each duly authorized to do so, effective on the date of signature.

Date LISA WILSON, Chair
Greater Nebraska Workforce Development Board

Date PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

Date JESUS SOTO, CEO
Proteus, Inc.

DRAFT

REVIEWED AND APPROVED:

KIM SCHREINER, Controller Date
Nebraska Department of Labor

JOAN MODRELL, E&T Director Date
Nebraska Department of Labor

JOHN H. ALBIN, Commissioner Date
Nebraska Department of Labor

KATIE S. THURBER, General Counsel Date
Nebraska Department of Labor

ATTACHMENTS:

#1 – WIOA Assurances

**Workforce Innovation and Opportunity Act (WIOA)
ASSURANCES**

Access to Records - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to examine, all documents related to the grant agreement.

Administration – The Grantee assures it will fully comply with all Grantor instructions and relating to the administration of funds.

Administration and Fiscal Systems - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the WIOA, and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to sub-grants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls will be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

Audit Resolution File – The Grantee assures that the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

Bonding – The Grantee assures that all persons and/or sub-recipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and State regulatory requirements for protection against loss.

Cash Management – The Grantee assures that no excess cash will be kept on hand, and procedures for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements will be in place.

Citizenship / Status - No person or beneficiary will be discriminated against by Grantee on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA Title I financially-assisted program or activity.

Compliance with Nebraska Revised Statutes §§4-108 through 4-112 and 4-114 – The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in *Neb. Rev. Stat.* §4-114, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to *Neb. Rev. Stat.* §§4-111 and 4-112, if the Contractor has applied for public benefits, as defined in *Neb. Rev. Stat.* §4108. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIOA – The Grantee assures that it will fully comply with the requirements of WIOA.

Confidentiality – The Grantee assures it will comply with the confidentiality requirements of Section 116(i)(3) of WIOA.

Consultation - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Development Board, the business community, labor organizations, and other partners.

Disabilities - The Grantee assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Executive Order 11375. Grantee agrees to comply with Executive Order 11246 of September 28, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 (October 13, 1967) entitled “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity” and as supplemented in US Department of Labor regulations on “Obligations of Contractors and Subcontractors” (Title 41, Subtitle B, Chapter 60, Part 60-1).

Expending Funds – The Grantee assures that funds will be spent in accordance with WIOA and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal laws and regulations, state statutes and regulations, and state policies.

Governor’s Grant Procedures – The Grantee assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

General Administrative Requirements:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
 - Standard Form 424 B – Assurances - Non-Construction Programs.
 - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
 - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
 - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
 - 29 CFR Part 93 – New Restrictions on Lobbying.
 - 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions. -
 - 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

Grievances/Complaints- The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

Human Trafficking – The Grantee understands that the awarding agency may terminate the award, without penalty, as a result of actions by Grantee, employees or sub-recipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

In Demand Occupation or Industry – WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate.

Labor Standard Provisions. Grantee agrees to adhere to the Davis-Bacon Act of 1931 (40 U.S.C. §276a to 276a-7) and the Contract Work Hours & Safety Standards Act of 1962 (40 U.S.C. §§3141 and 3702 to 3708), as amended, and supplemented by U.S. Department of Labor regulations.

Licensing, Taxation, and Insurance – The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

Nebraska Fair Employment Practice Act - The Grantee assures it will comply with the Nebraska Fair Employment Practice Act, *Neb. Rev. Stat.* §§48-1101 to 48-1126.

Nondiscrimination - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibit discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- On the basis of age under the Age Discrimination Act of 1975;

- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee further assures it will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

Patent Rights, Copyrights and Rights in Data – The Grantee understands that NDOL and US Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Political Affiliation - No person or beneficiary will be discriminated against by Grantee on the basis of his/her political affiliation.

Regional Planning – The Workforce Development Board will participate in regional planning.

Reporting - The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

Responsibility Matters – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

Retention of Records – The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of five years after grant closeout. If prior to the five-year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement will be maintained until the litigation is complete and audit findings are resolved.

Salary and Bonus Limitations – The Grantee assures none of the funds appropriated in WIOA or prior Acts under the heading “Employment and Training Administration” that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under Section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.

Special Clauses/Provisions – Grantee understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

State Energy Conservation Plan – The Grantee recognizes mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee agrees to comply with all applicable standards, orders, or requirements issued under §306 of the Energy Policy and Conservation Act, §508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of \$100,000 (40 CFR Part 15).

State WIOA Policies - Grantee shall comply with all provisions contained in the State of Nebraska WIOA Policies.

Sunshine Provision – The local Workforce Development Board assures that the public, including individuals with disabilities, has access to minutes of its meetings.

Title VII - The Grantee assures it will comply with Title VII of the Civil Rights Act of 1964, as amended.

Union Organizing – The Grantee assures no funds received under WIOA will be to assist, promote, or deter union organizing.

Veterans – The Grantee assures that funds received under WIOA will comply with the veteran’s priority provisions established in the Jobs for Veterans Act.

Attachment 12

One-Stop Operator Sole-Source Procurement Process Documentation

INSTRUCTIONS:

If the lead local board selected its one-stop operator on a sole-source basis, provide documentation for the entire sole-source procurement process.

This content is not applicable for the Greater Nebraska Region.

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Attachment 13

One-Stop Operator Agreement

INSTRUCTIONS:

Provide a fully-executed copy of the written agreement between the local board and CEO and the one-stop operator that clarifies how the one-stop operator will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations, relevant Office of Management and Budget circulars, and NDOL's conflict of interest policy.

Request for proposal for One-Stop Operator is scheduled to be released in March 2017. An agreement will be signed when the process is completed.

DRAFT

Attachment 14

Proof of Publication of the Public Notice

INSTRUCTIONS:

Provide proof of publication of the regional and local plan.

February 7, 2017

Beatrice Daily Sun

200 North Seventh Street

Beatrice, NE 68310

(402) 223-5233

beatrice.legals@beatricedailysun.com

Hastings Tribune

908 W 2nd

Hastings, NE

(402) 462-2131

legals@hastingstribune.com

North Platte Telegraph

621 N Chestnut St.

North Platte, NE

(308) 535-4731

jmurrish@nptelegraph.com

Columbus Telegram

1254 17th Avenue

Columbus, NE

(402) 564-2741

col.clerk@lee.net

Kearney Hub

13 E 22nd St

Kearney, NE

(308) 233-9707

legals@kearneyhub.com

Scottsbluff Star-Herald

1405 Broadway

Scottsbluff, NE

(308) 632-9000

casey.harvey@starherald.com

Grand Island Independent

422 W. First

Grand Island, NE

(308) 382-1000

legals@theindependent.com

Norfolk Daily News

PO Box 977

Norfolk, NE 68702

(402) 371-1020

legals@norfolkdailynews.com

Sidney Sun-Telegraph

817 12th Ave

Sidney, NE 69162

(308) 254-2818

legals@suntelegraph.com

Please publish the following Notice of Meeting as a public notice once, on the next possible publication date.

Notice of Publication

The Greater Nebraska Workforce Development Board is preparing a regional and local plan for the period July 1, 2017 through June 30, 2021. This plan covers the local workforce area of 88 rural counties and the Tri-Cities regional area designated by the Governor as Blaine, Garfield, Valley, Sherman, Howard, Merrick, Hamilton, Hall, Clay, Nuckolls, Webster, Franklin, Kearney, Adams, and Buffalo counties. This plan will meet requirements of the Workforce Innovation and Opportunity Act (WIOA) by establishing local and regional strategies for directing investments in economic, education and workforce training programs with the end results being individuals acquiring skills to compete in the job market and employers having a ready supply of skilled workers.

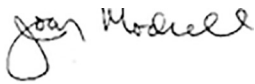
A draft of the Greater Nebraska WIOA Local and Regional Plan will be available for review on February 15, 2017 on-line at www.dol.nebraska.gov and at the Nebraska Department of Labor, 550 S. 16th Street, Lincoln, NE 68508. Written comments on the plan should be sent to Lisa Wilson, Chairperson of the Greater Nebraska Workforce Development Board, at the Nebraska Department of Labor address listed above or by email to Dylan Wren, Program Coordinator, at dylan.wren@nebraska.gov. This draft plan will be continually updated until expiration of the 30 day comment period on March 15, 2017 when it will be submitted to the Nebraska Department of Labor.

If auxiliary aids or reasonable accommodations are needed, please contact Wendy Sieler at 402-471-2565. An Equal Opportunity Employer/Program • TDD: 800.833.7352

Lisa Wilson, Chair
Greater Nebraska Workforce Development Board

Please include the logo if you charge a line by line fee, but do NOT include the logo if you charge advertising fees. If you need a TIF of the logo or if you have any questions concerning this notice, please contact Wendy Sieler at (402) 471-2565.

Sincerely,



Joan Modrell, Director, Office of Employment & Training

CC: John Albin, Joan Modrell, Pamela Lancaster, Lisa Wilson, Thomas Ukinski, Jean Mertz, Denise Schroder, Shannon Grotrian, Dylan Wren

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Attachment 15

Public Comments on Plan

INSTRUCTIONS:

Provide a summary of comments from the public on the proposed regional and local plan that disagree with the proposed plan.

No public comments were received.

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Attachment 16

WIOA Grant Agreement

INSTRUCTIONS:

Provide a fully-executed copy of the WIOA Grant Agreement with NDOL.

The WIOA Grant Agreement will be submitted on March 31, 2017.

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Attachment 17

WIOA Grant Agreement Signature Sheet

The WIOA Grant Agreement Signature Sheet will be submitted on March 31, 2017.

This grant agreement is entered into by the Nebraska Department of Labor on behalf of the State of Nebraska, hereafter referred to as the "Grantor," by <insert name of Grantee here>, hereafter referred to as the "Grantee," and by the Tap to choose the name of the lead local board.

1. This grant agreement, consisting of the attached Regional and Local Plan and its attachments, in conjunction with Public Law 113-128 (the Workforce Innovation and Opportunity Act of 2014), the rules and regulations promulgated thereunder and therewith, the policies and procedures issued by the Grantor, and the terms and conditions of this grant agreement, constitute the entire agreement among the Grantor, the Grantee, and the Tap to choose the name of the lead local board.
2. This one (1) year grant agreement commences on Tap to enter start date and ends Tap to enter end date, hereafter the "Term."
3. The amount of funds allocated by the Grantor to the Grantee for the Term is:

WIOA Title IB Program	Category of Funds	Amount
Adult Program	Program Year (Base) Funds	\$<insert amount here>
	Fiscal Year (Advance) Funds	\$<insert amount here>
Dislocated Worker Program	Program Year (Base) Funds	\$<insert amount here>
	Fiscal Year (Advance) Funds	\$<insert amount here>
Youth Program	Program Year (Base) Funds	\$<insert amount here>
Total		\$<insert amount here>

4. Modification of this grant agreement may be made by the written agreement of the Grantor, the Grantee, and the Tap to choose the name of the lead local board.
5. Unilateral modification of this grant agreement may be made by the Grantor in the case of changes in funding.

This grant agreement is signed with the agreement of the Grantor, the Grantee, and the Tap to choose the name of the lead local board.

Grantor

On behalf of the State of Nebraska

Signature

Date

John H. Albin
Commissioner, Nebraska Department of Labor

Grantee

Signature

Date

<insert CEO name here>

<insert CEO title here>

<insert CEO jurisdiction here>

On behalf of the Tap to choose the name of the lead local board

Signature

Date

<insert Chair name here>

<insert Chair's title and company name here>

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Attachment 18

WIOA Title 1B (Adult, Dislocated Worker, and Youth) **Program Budget, Participant, and Exit Summaries**

INSTRUCTIONS:

1. Complete one (1) Budget, Participant, and Exit Summary worksheet for each WIOA Title 1B (Adult, Dislocated Worker, and Youth) program using the instructions provided in Sections A or B, as applicable.
2. Complete one (1) Budget Summary – Administration worksheet for Administration costs using the instructions provided in Section C.

Working versions of the Budget, Participant, and Exit Summary worksheets and Budget Summary – Administration worksheet will be provided by email to each local board as one Microsoft Excel workbook. Samples of each are provided for reference only, as Section D to this Attachment 18.

For technical assistance with the worksheets (formatting questions or issues, etc.), email ndol.wioa_policy@nebraska.gov.

Annual Comprehensive Budget will be submitted on March 31, 2017.

A. Budget, Participant, and Exit Summary – Adult and Dislocated Worker Programs

Instructions

Adult and Dislocated Worker program administration costs (10%) are reflected only in the Budget Summary - Administration worksheet.

The Budget, Participant, and Exit Summary worksheets for the Adult and Dislocated Worker programs must reflect program costs only (90% of total funds allocated to the local area for the respective program).

- **Transitional Jobs Costs¹**
 - For transitional jobs costs, the local board may reserve no more than 10% of the combined total of the funds allocated to the local area for the Adult and Dislocated Worker programs.
 - The reserve is calculated based on the total funds allocated, not just program funds.
 - The reserve for transitional jobs costs is shared between the Adult and Dislocated Worker programs, with a portion to be designated for each program. Example using a 10% reserve:

¹ 20 CFR § 680.195

- Combined total funds allocated to the local area for Adult and Dislocated Worker programs = \$100,000
- Local board reserves 10% for transitional jobs costs = \$10,000
- The local board determines the portion of the reserve to be designated to each program for transitional jobs costs.
 - 50% of the reserve is designated for Adult transitional jobs costs = \$5,000
 - 50% of the reserve is designated for Dislocated Worker transitional jobs costs = \$5,000
- **Incumbent Worker Training Costs²**
 - For incumbent worker training costs, the local board may reserve no more than 20% of the combined total of the funds allocated to the local area for the Adult and Dislocated Worker programs.
 - The reserve is based on the total funds allocated, not just program funds.
 - The reserve for incumbent worker training costs is shared between the Adult and Dislocated Worker programs, with a portion to be designated for each program. Example using a 20% reserve:
 - Combined total funds allocated to the local area for Adult and Dislocated Worker programs = \$100,000
 - Local board reserves 20% for incumbent worker training costs = \$20,000
 - The local board determines the portion of the reserve to be designated to each program for incumbent worker training costs.
 - 50% of the reserve is designated for Adult incumbent worker training costs = \$10,000
 - 50% of the reserve is designated for Dislocated Worker incumbent worker training costs = \$10,000
- **Pay-for-performance Contract Costs³**
 - No more than 10% of the total funds allocated to the local area for each of the Adult or Dislocated Worker programs may be spent on pay-for-performance contract costs for the program. Example using a 10% reserve for the Adult program:
 - Total funds allocated to the local area for the Adult program = \$100,000
 - Local board reserves 10% for pay-for-performance contract costs for the Adult program = \$10,000

Note: Cells used for entering monetary values are formatted to reflect “dollars and cents” (i.e., two decimal places).

Worksheet Header

Program Area

- Must indicate Adult (90%) or Dislocated Worker (90%), as applicable

2 20 CFR §§ 680.800 and 680.195

3 20 CFR § 681.420(i)

Issuance

- Must indicate the issuance number under which the local area allocation of program year and fiscal funds is announced (example: 15-01)

Program Period

- Must indicate the applicable program year and fiscal year for which funds are allocated (example: PY16/ FY17)

Section I. Funds Available

Part A. Program Funds (90%)

Column 1. Carry-in Funds

- Must reflect the amount of estimated carry-in funds from the previous program year

Column 2. PY Funds (Jul – Sep)

- Must reflect the amount of PY funds (July 1 – September 30) allocated to the local area for the program

Column 3. FY Funds (Oct – Jun)

- Must reflect the amount of FY funds (October 1 – June 30) allocated to the local area for the program

Column 4. Amount of Other Additional Funds

- Not applicable

Column 5. Total

- Calculates automatically

Part B. Additional Funds: Authorized transfer in from <PROGRAM PERIOD> Adult or Dislocated Worker funds

You must identify the program period of the transferred funds by replacing <PROGRAM PERIOD> with the PY period or FY period from which Adult or Dislocated Worker funds are transferred. Examples:

- Additional Funds: Authorized transfer in from PY15 Adult program
- Additional Funds: Authorized transfer in from FY16 Adult program

Column 1. Carry-in Funds

- Not applicable

Column 2. PY Funds (Jul – Sep)

- Must reflect the total amount of PY funds (July 1 – September 30) the local area is transferring in from Adult or Dislocated Worker funds, as applicable
- Must enter a positive number

Column 3. FY Funds (Oct – Jun)

- Must reflect the total amount of FY funds (October 1 – June 30) the local area is transferring in from Adult or Dislocated Worker funds, as applicable
- Must enter a positive number

Column 4. Amount of Other Additional Funds

- Not applicable

Column 5. Total

- Calculates automatically

Part C. Additional Funds: Authorized transfer out to <PROGRAM PERIOD> Adult or Dislocated Worker funds

You must identify the program period of the transferred funds by replacing <PROGRAM PERIOD> with the PY period or FY period to which Adult or Dislocated Worker funds are transferred. Examples:

- Additional Funds: Authorized transfer out to PY15 Dislocated Worker program
- Additional Funds: Authorized transfer out to FY16 Dislocated Worker program

Column 1. Carry-in Funds

- Not applicable

Column 2. PY Funds (Jul – Sep)

- Must reflect the total amount of PY funds (July 1 – September 30) the local area is transferring out to Adult or Dislocated Worker funds, as applicable
- Must enter a negative number

Column 3. FY Funds (Oct – Jun)

- Must reflect the total amount of FY funds (October 1 – June 30) the local area is transferring out to Adult or Dislocated Worker funds, as applicable
- Must enter a negative number

Column 4. Amount of Other Additional Funds

- Not applicable

Column 5. Total

Part D. Additional Funds: Authorized transfer in from <PROGRAM PERIOD> Administration funds

You must identify the program period of the transferred funds by replacing <PROGRAM PERIOD> with the PY period or FY period from which Administration funds are transferred. Examples:

- Additional Funds: Authorized transfer in from PY15 Administration funds
- Additional Funds: Authorized transfer in from FY16 Administration funds

Follow the instructions for Section I – Part B for authorized transfers of additional funds in from Administration funds.

Part E. Other Additional Funds: <SOURCE>, <EFFECTIVE DATE>

You must identify the:

- Source of the other additional funds by replacing <SOURCE> with the name of the program, organization, or agency from which funds are being transferred or provided to the local area for the Adult or Dislocated Worker program, as applicable:
 - May include, but is not limited to, discretionary grants, program income, or matching funds, all of which must be provided to the local area in direct support of Adult or Dislocated Worker program activities; and
- Effective date of the transfer or provision of other additional funds to the local area for the Adult or Dislocated Worker program, as applicable, by replacing <EFFECTIVE DATE> with the date the funds become available to the local area (example: 11/21/2016).

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Column 1. Carry-in Funds

- Must reflect the amount of estimated carry-in of other additional funds from the previous program year

Column 2. PY Funds (Jul – Sep)

- Not applicable

Column 3. FY Funds (Oct – Jun)

- Not applicable

Column 4. Amount of Other Additional Funds

- Must reflect the amount of other additional funds transferred or provided to the local area for the Adult or Dislocated Worker program, as applicable

Column 5. Total Funds

- Calculates automatically

Part F. Total Funds Available

Calculates automatically.

Section II. Projected Expenditures

Under the Projected Expenditures section:

- Staff costs are salary and benefits costs that are projected to be charged to the Adult or Dislocated Worker program; and

- Operational costs are those expenses required to operate the Adult or Dislocated Worker program (example: all program costs that are non-personnel costs such as rent, utilities, publications and printing, travel).

Part A. Participant Costs

Column 1. Carry-in Funds

- Must reflect the amount of carry-in funds projected to be spent on participant costs

Column 2. PY Funds (Jul – Sep)

- Must reflect the amount of PY funds projected to be spent on participant costs

Column 3. FY Funds (Oct – Jun)

- Must reflect the amount of FY funds projected to be spent on participant costs

Column 4. Amount of Other Additional Funds

- Must reflect the amount of other additional funds projected to be spent on participant costs

Column 5. Total

- Calculates automatically

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Part B. Staff Costs

Follow the instructions for Section II – Part A for columns 1 through 4 for projected expenditures relating to staff costs.

Part C. Operational costs

Follow the instructions for Section II – Part A for columns 1 through 4 for projected expenditures relating to operational costs.

Part D. Equipment Costs

Follow the instructions for Section II – Part A for columns 1 through 4 for projected expenditures relating to equipment costs.

Part E. Transitional Jobs Costs (no more than 10% of combined total Adult and DLW funds, see detailed "Instructions")

Follow the instructions for Section II – Part A for columns 1 through 4 for projected expenditures relating to transitional jobs costs.

Part F. Incumbent Worker Costs (no more than 20% of combined total Adult and DLW funds, see detailed "Instructions")

Follow the instructions for Section II – Part A for columns 1 through 4 for projected expenditures relating to incumbent worker costs.

Part G. Pay-for-performance Contract(s) Costs (no more than 10% of total Adult or DLW funds, see detailed "Instructions")

Follow the instructions for Section II – Part A for columns 1 through 4 for projected expenditures relating to pay-for-performance contract costs.

Part H. Total Projected Expenditures

Calculates automatically.

Section III. Actual Expenditures

This section must be completed but only when the local plan is being modified or revised during the program year to reflect changes to the Adult or Dislocated Worker program budget, as applicable.

Part A. Participant Costs

Column 1. Q1 (Jul 1 – Sep 30)

- Must reflect the total amount of funds expended on participant costs during Q1 as of the date of the plan modification or revision

Column 2. Q2 (Oct 1 – Dec 31)

- Must reflect the total amount of funds expended on participant costs during Q2 as of the date of the plan modification or revision

Column 3. Q3 (Jan 1 – Mar 31)

- Must reflect the total amount of funds expended on participant costs during Q3 as of the date of the plan modification or revision

Column 4. Q4 (Apr 1 – Jun 30)

- Must reflect the total amount of funds expended on participant costs during Q4 as of the date of the plan modification or revision costs

Column 5. Total

- Calculates automatically

Part B. Staff Costs

Follow the instructions for Section III – Part A for columns 1 through 4 for actual expenditures relating to staff costs.

Part C. Operational costs

Follow the instructions for Section III – Part A for columns 1 through 4 for actual expenditures relating to operational costs.

Part D. Equipment Costs

Follow the instructions for Section III – Part A for columns 1 through 4 for actual expenditures relating to equipment costs.

Part E. Transitional Jobs Costs (no more than 10% of combined total Adult and DLW funds, see detailed "Instructions")

Follow the instructions for Section III – Part A for columns 1 through 4 for actual expenditures relating to transitional jobs costs.

Part F. Incumbent Worker Costs (no more than 20% of combined total Adult and DLW funds, see detailed "Instructions")

Follow the instructions for Section III – Part A for columns 1 through 4 for actual expenditures relating to incumbent worker costs.

Part G. Pay-for-Performance Contract Costs (no more than 10% of total Adult or DLW funds, see detailed "Instructions")

Follow the instructions for Section III – Part A for columns 1 through 4 for actual expenditures relating to pay-for-performance contract costs.

Part H. Total Actual Expenditures

Calculates automatically.

Section IV. Projected Carry-In Funds

Part A. Projected carry-in funds from current program year to next program year

Column 1. Carry-in Funds

- Not applicable

Column 2. PY Funds (Jul – Sep)

- Must reflect the total amount of PY funds projected to be carried in from the current program year to the next program year

Column 3. FY Funds (Oct – Jun)

- Must reflect the total amount of FY funds projected to be carried in from the current program year to the next program year

Column 4. Amount of Other Additional Funds

- Must reflect the total amount of other additional funds projected to be carried in from the current program year to the next program year

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Column 5. Total

- Calculates automatically

Section V. Participant Enrollments

Part A. Carry-in Enrollments from Previous Program Year

Column 1. Q1 (Jul 1 – Sep 30)

- Must reflect the total number of participant enrollments carried in from the previous program year to the current program year

Column 2. Q2 (Oct 1 – Dec 31)

- Not applicable

Column 3. Q3 (Jan 1 – Mar 31)

- Not applicable

Column 4. Q4 (Apr 1 – Jun 30)

- Not applicable

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Column 5. Total

- Calculates automatically

Part B. Planned New Enrollments for Current Program Year

Column 1. Q1 (Jul 1 – Sep 30)

- Must reflect the planned number of new participant enrollments for Q1 (Jul 1 – Sep 30)

Column 2. Q2 (Oct 1 – Dec 31)

- Must reflect the planned number of new participant enrollments for Q2 (Oct 1 – Dec 31)

Column 3. Q3 (Jan 1 – Mar 31)

- Must reflect the planned number of new participant enrollments for Q3 (Jan 1 – Mar 31)

Column 4. Q4 (Apr 1 – Jun 30)

- Must reflect the planned number of new participant enrollments for Q4 (Apr 1 – Jun 30)

Column 5. Total

- Calculates automatically

Part C. Projected Carry-in Enrollments into Next Program Year

Column 1. Q1 (Jul 1 – Sep 30)

- Not applicable

Column 2. Q2 (Oct 1 – Dec 31)

- Not applicable

Column 3. Q3 (Jan 1 – Mar 31)

- Not applicable

Column 4. Q4 (Apr 1 – Jun 30)

- Must reflect the total number of participant enrollments projected to be carried in from the current program year to the next program year

Column 5. Total

- Calculates automatically

Part D. Total Participant Enrollments

Calculates automatically

Section VI. Participant Exits

Part A. Planned Exits

Column 1. Q1 (Jul 1 – Sep 30)

- Must reflect the number of planned participant exits for Q1 (Jul 1 – Sep 30)

Column 2. Q2 (Oct 1 – Dec 31)

- Must reflect the number of planned participant exits for Q2 (Oct 1 – Dec 31)

Column 3. Q3 (Jan 1 – Mar 31)

- Must reflect the number of planned participant exits for Q3 (Jan 1 – Mar 31)

Column 4. Q4 (Apr 1 – Jun 30)

- Must reflect the number of planned participant exits for Q4 (Apr 1 – Jun 30)

Column 5. Total

- Calculates automatically

Row 1. Entered Employment 2nd Quarter after Exit

Column 1. Q1 (Jul 1 – Sep 30)

- Must reflect the number of participants who, during Q1 (Jul 1 – Sep 30), are projected to be employed during the second quarter after program exit

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- **Column 2. Q2 (Oct 1 – Dec 31)**
 - Must reflect the number of participants who, during Q2 (Oct 1 – Dec 31), are projected to be employed during the second quarter after program exit
- **Column 3. Q3 (Jan 1 – Mar 31)**
 - Must reflect the number of participants who, during Q3 (Jan 1 – Mar 31), are projected to be employed during the second quarter after program exit
- **Column 4. Q4 (Apr 1 – Jun 30)**
 - Must reflect the number of participants who, during Q4 (Apr 1 – Jun 30), are projected to be employed during the second quarter after program exit
- **Column 5. Total**
 - Calculates automatically

Row 2. Entered Employment 4th Quarter after Exit

Follow the instructions for Section IV – Part A – Row 1 for columns 1 through 4 for the number of participants who are projected to be employed during the fourth quarter after program exit

Row 3. Median Earnings 2nd Quarter after Exit

- **Column 1. Q1 (Jul 1 – Sep 30)**
 - Must reflect the projected median second-quarter earnings of participants who exit during Q1 (Jul 1 – Sep 30)
- **Column 2. Q2 (Oct 1 – Dec 31)**
 - Must reflect the projected median second-quarter earnings of participants who exit during Q2 (Oct 1 – Dec 31)
- **Column 3. Q3 (Jan 1 – Mar 31)**
 - Must reflect the projected median second-quarter earnings of participants who exit during Q3 (Jan 1 – Mar 31)
- **Column 4. Q4 (Apr 1 – Jun 30)**
 - Must reflect the projected median second-quarter earnings of participants who exit during Q4 (Apr 1 – Jun 30)
- **Column 5. Total**
 - Calculates automatically

Row 4. Credential Attainment within 4 Quarters after Exit

Follow the instructions for Section IV – Part A – Row 1 for columns 1 through 4 for the number of participants who are projected to have obtained a credential within four quarters after program exit

Section VII. Projected Cost per Participant

Calculates automatically

Section VIII. Actual Cost per Participant

- Must reflect the actual average cost-per-participant for the previous program year
- Must be completed and calculated based on the following:
 - numerator = total amount of funds available for the previous program year
 - denominator = total number of participants served during the previous program year

B. Budget, Participant, and Exit Summary – Youth Program

Instructions

Youth program Administration costs (10%) are reflected only in the Budget Summary - Administration worksheet.

The Budget, Participant, and Exit Summary worksheets for the Youth program must reflect program costs only (90% of total funds allocated to the local area for the program).

- **Out-of-school Youth Spending Requirement⁴**
 - No less than 75% of the total Youth program funds allocated to the local area (less the 10% administration set aside) must be spent on out-of-school youth.
- **Work Experience Spending Requirement⁵**
 - No less than 20% of the total Youth program funds allocated to the local area (less the 10% administration set aside) must be spent on work experience activities.
 - The percentage of Youth program funds spent on work experience activities is calculated based on the combined total of local area Youth funds expended for both ISY and OSY work experience activities, subject to the 75% OSY spending requirement. Example using a 20% reserve:
 - Combined total funds allocated to the local area for the Youth program = \$100,000
 - Local board reserves 20% for work experience costs = \$20,000
 - The local board determines the portion of the reserve to be designated to each program for work experience costs.
 - 50% of the reserve is designated for OSY work experience costs = \$10,000
 - 50% of the reserve is designated for ISY work experience costs = \$10,000

4 20 CFR § 681.410

5 20 CFR § 681.590

- Work experience costs include participant costs and staff costs, including wages and staff costs for the development and management of work experience activities.
- **Pay-for-performance Contract Costs⁶**
 - No more than 10% of the total funds allocated to the local area for the Youth program can be spent on pay-for-performance contract costs for the program. Example using a 10% reserve:
 - Total funds allocated to the local area for the Youth program = \$100,000
 - Local board reserves 10% for pay-for-performance contract costs for the Youth program = \$10,000

Note: Cells used for entering monetary values are formatted to reflect “dollars and cents” (i.e., two decimal places).

Worksheet Header

Program Area

- Must indicate Youth (90%)

Issuance

- Must indicate the issuance number under which the local area allocation of PY funds is announced (example: 15-01)

Program Period

- Must indicate the applicable program year for which funds are allocated (example: PY16)

Section I. Funds Available

Part A. Program (90%)

Column 1. Carry-in Funds

- Must reflect the amount of estimated carry-in funds from the previous program year

Column 2. PY Funds (Apr - Jun)

- Must reflect the amount of PY funds (April 1 prior to July 1 start of PY – June 30) allocated to the local area for the program

Column 3. Amount of Other Additional Funds

- Not applicable

Column 4. Total

- Calculates automatically

6 20 CFR § 681.420(i)

Part B. Additional Funds: Authorized transfer in from <PROGRAM PERIOD> Administration funds

You must identify the program period of the transferred funds by replacing <PROGRAM PERIOD> with the PY period or FY period from which Administration funds are transferred. Examples:

- Additional Funds: Authorized transfer in from PY15 Administration funds
- Additional Funds: Authorized transfer in from FY16 Administration funds

Column 1. Carry-in Funds

- Not applicable

Column 2. PY Funds (Jul – Jun)

- Must reflect the amount of PY funds (April 1 prior to July 1 start of PY – June 30) the local area is transferring in from Administration funds to the Youth program

Column 3. Amount of Other Additional Funds

- Not applicable

Column 4. Total

- Calculates automatically

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Part C. Other Additional Funds: <SOURCE>, <EFFECTIVE DATE>

You must identify the:

- Source of the other additional funds by replacing <SOURCE> with the name of the program, organization, or agency from which funds are being transferred or provided to the local area for the Youth program:
 - May include, but is not limited to, discretionary grants, program income, or matching funds, all of which must be provided to the local area in direct support of Youth program activities; and
- Effective date of the transfer or provision of other additional funds to the local area for the Youth program by replacing <EFFECTIVE DATE> with the date the funds become available to the local area (example: 11/21/2016)

Column 1. Carry-in Funds

- Must reflect the total amount of estimated carry-in of other additional funds from the previous program year

Column 2. PY Funds (Apr – Jun)

- Not applicable

Column 3. Amount of Other Additional Funds

- Must reflect the total amount of other additional funds transferred or provided to the local area for the Youth program

Column 4. Total

- Calculates automatically

Part D. Total Funds Available

Calculates automatically

Section II. Projected Expenditures

Under the Projected Expenditures section:

- Staff costs are salary and benefits costs that are projected to be charged to the Youth program; and
- Operational costs are those expenses required to operate the Youth program (example: all program costs that are non-personnel costs such as rent, utilities, publications and printing, travel)

Part A. Out-of-school Youth (no less than 75% of Youth program funds, see detailed "Instructions")

Row 1. Participant Costs (non-Work Experience)

- Column 1. Carry-in Funds
 - Must reflect the total amount of carry-in funds that are projected to be spent on non-Work Experience OSY participant costs

Column 2. PY Funds (Apr – Jun)

- Must reflect the total amount of PY funds (April 1 prior to July 1 start of PY – June 30) that are projected to be spent on non-Work Experience OSY participant costs

Column 3. Amount of Other Additional Funds

- Must reflect the total amount of other additional funds that are projected to be spent on non-Work Experience OSY participant costs

Column 4. Total

- Calculates automatically

Row 2. Staff Costs (non-Work Experience)

Follow the instructions for Section II – Part A – Row 1 for columns 1, 2, and 3 for projected expenditures relating to non-Work Experience OSY staff costs

Row 3. Operational Costs

Follow the instructions for Section II – Part A – Row 1 for columns 1, 2, and 3 for projected expenditures relating to OSY operational costs

Row 4. Equipment Costs

Follow the instructions for Section II – Part A – Row 1 for columns 1, 2, and 3 for projected expenditures relating to OSY equipment costs

Row 5. Participant Costs (Work Experience) (no less than 20% of total Youth funds, see detailed "Instructions")

a. Summer Employment (must include academic and occupational education)

- **Column 1. Carry-in Funds**

- Must reflect the amount of carry-in funds projected to be spent on participant Work Experience costs for OSY summer employment

- **Column 2. PY Funds (Apr - Jun)**

- Must reflect the amount of PY funds (April 1 prior to July 1 start of PY – June 30) projected to be spent on participant Work Experience costs for OSY summer employment

- **Column 3. Amount of Other Additional Funds**

- Must reflect the amount of other additional funds projected to be spent on participant Work Experience costs for OSY summer employment

- **Column 4. Total**

- Calculates automatically

b. School-year Employment (must include academic and occupational education)

Follow the instructions for Section II – Part A – Row 5 – Item (a) for columns 1, 2, and 3 for projected expenditures relating to participant Work Experience costs for OSY school-year employment

c. Pre-apprenticeships (must include academic and occupational education)

Follow the instructions for Section II – Part A – Row 5 – Item (a) for columns 1, 2, and 3 for projected expenditures relating to participant Work Experience costs for OSY pre-apprenticeships

d. Internships (must include academic and occupational education)

Follow the instructions for Section II – Part A – Row 5 – Item (a) for columns 1, 2, and 3 for projected expenditures relating to participant Work Experience costs for OSY internships

e. Job Shadowing (must include academic and occupational education)

Follow the instructions for Section II – Part A – Row 5 – Item (a) for columns 1, 2, and 3 for projected expenditures relating to participant Work Experience costs for OSY job shadowing

Row 6. Staff Costs (Work Experience) (no less than 20% of total Youth funds, see detailed "Instructions")

a. Summer Employment (must include academic and occupational education)

• **Column 1. Carry-in Funds**

- Must reflect the amount of carry-in funds projected to be spent on staff Work Experience costs for OSY summer employment

• **Column 2. PY Funds (Apr – Jun)**

- Must reflect the amount of PY funds (April 1 prior to July 1 start of PY – June 30) projected to be spent on staff Work Experience costs for OSY summer employment

• **Column 3. Amount of Other Additional Funds**

- Must reflect the amount of other additional funds projected to be spent on staff Work Experience costs for OSY summer employment

• **Column 4. Total**

- Calculates automatically

b. School-year Employment (must include academic and occupational education)

Follow the instructions for Section II – Part A – Row 6 – Item (a) for columns 1, 2, and 3 for projected expenditures relating to staff Work Experience costs for OSY school-year employment

c. Pre-apprenticeships (must include academic and occupational education)

Follow the instructions for Section II – Part A – Row 6 – Item (a) for columns 1, 2, and 3 for projected expenditures relating to staff Work Experience costs for OSY pre-apprenticeships

d. Internships (must include academic and occupational education)

Follow the instructions for Section II – Part A – Row 6 – Item (a) for columns 1, 2, and 3 for projected expenditures relating to staff Work Experience costs for OSY internships

e. Job Shadowing (must include academic and occupational education)

Follow the instructions for Section II – Part A – Row 6 – Item (a) for columns 1, 2, and 3 for projected expenditures relating to staff Work Experience costs for OSY job shadowing

Part B. In-school Youth

Row 1. Participant Costs (non-Work Experience)

• **Column 1. Carry-in Funds**

- Must reflect the total amount of carry-in funds that are projected to be spent on non-Work Experience ISY participant costs

• **Column 2. PY Funds (Apr – Jun)**

- Must reflect the total amount of PY funds (April 1 prior to July 1 start of PY – June 30) that are projected to be spent on non-Work Experience ISY participant costs
- **Column 3. Amount of Other Additional Funds**
 - Must reflect the total amount of other additional funds that are projected to be spent on non-Work Experience ISY participant costs
- **Column 4. Total**
 - Calculates automatically

Row 2. Staff Costs (non-Work Experience)

Follow the instructions for Section II – Part B – Row 1 for columns 1, 2, and 3 for projected expenditures relating to non-Work Experience ISY staff costs

Row 3. Operational Costs

Follow the instructions for Section II – Part B – Row 1 for columns 1, 2, and 3 for projected expenditures relating to ISY operational costs

Row 4. Equipment Costs

Follow the instructions for Section II – Part B – Row 1 for columns 1, 2, and 3 for projected expenditures relating to ISY equipment costs

Row 5. Participant Costs (Work Experience) (no less than 20% of total Youth funds, see detailed "Instructions")

- a. **Summer Employment (must include academic and occupational education)**
 - **Column 1. Carry-in Funds**
 - Must reflect the amount of carry-in funds projected to be spent on participant Work Experience costs for ISY summer employment
 - **Column 2. PY Funds (Apr - Jun)**
 - Must reflect the amount of PY funds (April 1 prior to July 1 start of PY – June 30) projected to be spent on participant Work Experience costs for ISY summer employment
 - **Column 3. Amount of Other Additional Funds**
 - Must reflect the amount of other additional funds projected to be spent on participant Work Experience costs for ISY summer employment
 - **Column 4. Total**
 - Calculates automatically

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b. (b) School-year Employment (must include academic and occupational education)

Follow the instructions for Section II – Part B – Row 5 – Item (a) for columns 1, 2, and 3 for projected expenditures relating to participant Work Experience costs for ISY school-year employment

c. (c) Pre-apprenticeships (must include academic and occupational education)

Follow the instructions for Section II – Part B – Row 5 – Item (a) for columns 1, 2, and 3 for projected expenditures relating to participant Work Experience costs for ISY pre-apprenticeships

d. Internships (must include academic and occupational education)

Follow the instructions for Section II – Part B – Row 5 – Item (a) for columns 1, 2, and 3 for projected expenditures relating to participant Work Experience costs for ISY internships

e. Job Shadowing (must include academic and occupational education)

Follow the instructions for Section II – Part B – Row 5 – Item (a) for columns 1, 2, and 3 for projected expenditures relating to participant Work Experience costs for ISY job shadowing

Row 6. Staff Costs (Work Experience) (no less than 20% of total Youth funds, see detailed "Instructions")

a. Summer Employment (must include academic and occupational education)

- **Column 1. Carry-in Funds**
 - Must reflect the amount of carry-in funds projected to be spent on staff Work Experience costs for ISY summer employment
- **Column 2. PY Funds (Apr – Jun)**
 - Must reflect the amount of PY funds (April 1 prior to July 1 start of PY – June 30) projected to be spent on staff Work Experience costs for ISY summer employment
- **Column 3. Amount of Other Additional Funds**
 - Must reflect the amount of other additional funds projected to be spent on staff Work Experience costs for ISY summer employment
- **Column 4. Total**
 - Calculates automatically

b. School-year Employment (must include academic and occupational education)

Follow the instructions for Section II – Part B – Row 6 – Item (a) for columns 1, 2, and 3 for projected expenditures relating to staff Work Experience costs for ISY school-year employment

c. Pre-apprenticeships (must include academic and occupational education)

Follow the instructions for Section II – Part B – Row 6 – Item (a) for columns 1, 2, and 3 for projected expenditures relating to staff Work Experience costs for ISY pre-apprenticeships

d. Internships (must include academic and occupational education)

Follow the instructions for Section II – Part B – Row 6 – Item (a) for columns 1, 2, and 3 for projected expenditures relating to staff Work Experience costs for ISY internships

e. Job Shadowing (must include academic and occupational education)

Follow the instructions for Section II – Part B – Row 6 – Item (a) for columns 1, 2, and 3 for projected expenditures relating to staff Work Experience costs for ISY job shadowing

Part C. Pay-for-performance Contract(s) Costs (no more than 10% of Youth program funds, see detailed "Instructions")

Column 1. Carry-in Funds

- Must reflect the amount of carry-in funds that is projected to be spent on pay-for-performance contract(s) costs

Column 2. PY Funds (Jul – Jun)

- Must reflect the amount of PY funds (April 1 prior to July 1 start of PY – June 30) that is projected to be spent on pay-for-performance contract(s) costs

Column 3. Amount of Other Additional Funds

- Must reflect the amount of other additional funds that is projected to be spent on pay-for-performance contract(s) costs

Column 4. Total

- Calculates automatically

Part D. Total Projected Expenditures

Calculates automatically

Section III. Actual Expenditures

This section must be completed but only when the local plan is being modified or revised during the program year to reflect changes to the Youth program budget.

Part A. Out-of-school Youth (no less than 75% of Youth program funds, see detailed "Instructions")

Row 1. Participant Costs (non-Work Experience)

- **Column 1. Q1 (Jul 1 – Sep 30)**
 - Must reflect the total amount of OSY funds expended on non-Work Experience participant costs during Q1 as of the date of the plan modification or revision
- **Column 2. Q2 (Oct 1 – Dec 31)**
 - Must reflect the total amount of OSY funds expended on non-Work Experience participant costs during Q2 as of the date of the plan modification or revision
- **Column 3. Q3 (Jan 1 – Mar 31)**
 - Must reflect the total amount of OSY funds expended on non-Work Experience participant costs during Q3 as of the date of the plan modification or revision
- **Column 4. Q4 (Apr 1 – Jun 30)**
 - Must reflect the total amount of OSY funds expended on non-Work Experience participant costs during Q4 as of the date of the plan modification or revision costs
- **Column 5. Total**
 - Calculates automatically

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Row 2. Staff Costs (non-Work Experience)

Follow the instructions for Section III – Part A – Row 1 for columns 1 through 4 for actual expenditures relating to OSY non-Work Experience staff costs

Row 3. Operational Costs

Follow the instructions for Section III – Part A – Row 1 for columns 1 through 4 for actual expenditures relating to OSY operational costs

Row 4. Equipment Costs

Follow the instructions for Section III – Part A – Row 1 for columns 1 through 4 for actual expenditures relating to OSY equipment costs

Row 5. Participant Costs (Work Experience) (Work Experience) (no less than 20% of total Youth funds, see detailed "Instructions")

a. Summer Employment (must include academic and occupational education)

- **Column 1. Q1 (Jul 1 – Sep 30)**
 - Must reflect the total amount of funds expended on participant Work Experience costs for OSY summer employment during Q1 as of the date of the plan modification or revision
- **Column 2. Q2 (Oct 1 – Dec 31)**

- Must reflect the total amount of funds expended on participant Work Experience costs for OSY summer employment during Q2 as of the date of the plan modification or revision
- **Column 3. Q3 (Jan 1 – Mar 31)**
 - Must reflect the total amount of funds expended on participant Work Experience costs for OSY summer employment during Q3 as of the date of the plan modification or revision
- **Column 4. Q4 (Apr 1 – Jun 30)**
 - Must reflect the total amount of funds expended on participant Work Experience costs for OSY summer employment during Q4 as of the date of the plan modification or revision
- **Column 5. Total**
 - Calculates automatically

b. School-year Employment (must include academic and occupational education)

Follow the instructions for Section III – Part A – Row 5 – Item (a) for columns 1 through 4 for actual expenditures relating to participant Work Experience costs for OSY school-year employment

c. Pre-apprenticeships (must include academic and occupational education)

Follow the instructions for Section III – Part A – Row 5 – Item (a) for columns 1 through 4 for actual expenditures relating to participant Work Experience costs for OSY pre-apprenticeships

d. Internships (must include academic and occupational education)

Follow the instructions for Section III – Part A – Row 5 – Item (a) for columns 1 through 4 for actual expenditures relating to participant Work Experience costs for OSY internships

e. Job Shadowing (must include academic and occupational education)

Follow the instructions for Section III – Part A – Row 5 – Item (a) for columns 1 through 4 for actual expenditures relating to participant Work Experience costs for OSY job shadowing

Row 6. Staff Costs (Work Experience) (no less than 20% of total Youth funds, see detailed "Instructions")

a. Summer Employment (must include academic and occupational education)

- **Column 1. Q1 (Jul 1 – Sep 30)**
 - Must reflect the total amount of funds expended on staff Work Experience costs for OSY summer employment during Q1 as of the date of the plan modification or revision
- **Column 2. Q2 (Oct 1 – Dec 31)**
 - Must reflect the total amount of funds expended on staff Work Experience costs for OSY summer employment during Q2 as of the date of the plan modification or revision

- **Column 3. Q3 (Jan 1 – Mar 31)**
 - Must reflect the total amount of funds expended on staff Work Experience costs for OSY summer employment during Q3 as of the date of the plan modification or revision
- **Column 4. Q4 (Apr 1 – Jun 30)**
 - Must reflect the total amount of funds expended on staff Work Experience costs for OSY summer employment during Q3 as of the date of the plan modification or revision
- **Column 5. Total**
 - Calculates automatically

b. School-year Employment (must include academic and occupational education)

Follow the instructions for Section III – Part A – Row 6 – Item (a) for columns 1 through 4 for actual expenditures relating to staff Work Experience costs for OSY school-year employment

c. Pre-apprenticeships (must include academic and occupational education)

Follow the instructions for Section III – Part A – Row 6 – Item (a) for columns 1 through 4 for actual expenditures relating to staff Work Experience costs for OSY pre-apprenticeships

d. Internships (must include academic and occupational education)

Follow the instructions for Section III – Part A – Row 6 – Item (a) for columns 1 through 4 for actual expenditures relating to staff Work Experience costs for OSY internships

e. Job Shadowing (must include academic and occupational education)

Follow the instructions for Section III – Part A – Row 6 – Item (a) for columns 1 through 4 for actual expenditures relating to staff Work Experience costs for OSY job shadowing

Part B. In-school Youth

Row 1. Participant Costs (non-Work Experience)

- **Column 1. Q1 (Jul 1 – Sep 30)**
 - Must reflect the total amount of funds expended on non-Work Experience ISY participant costs during Q1 as of the date of the plan modification or revision
- **Column 2. Q2 (Oct 1 – Dec 31)**
 - Must reflect the total amount of funds expended on non-Work Experience ISY participant costs during Q2 as of the date of the plan modification or revision
- **Column 3. Q3 (Jan 1 – Mar 31)**

- Must reflect the total amount of funds expended on non-Work Experience ISY participant costs during Q3 as of the date of the plan modification or revision
- **Column 4. Q4 (Apr 1 – Jun 30)**
 - Must reflect the total amount of funds expended on non-Work Experience ISY participant costs during Q4 as of the date of the plan modification or revision costs
- **Column 5. Total**
 - Calculates automatically

Row 2. Staff Costs (non-Work Experience)

Follow the instructions for Section III – Part B – Row 1 for columns 1 through 4 for actual expenditures relating to ISY non-Work Experience staff costs

Row 3. Operational Costs

Follow the instructions for Section III – Part B – Row 1 for columns 1 through 4 for actual expenditures relating to ISY operational costs

Row 4. Equipment Costs

Follow the instructions for Section III – Part B – Row 1 for columns 1 through 4 for actual expenditures relating to ISY equipment costs

Row 5. Participant Costs (Work Experience) (Work Experience) (no less than 20% of total Youth funds, see detailed "Instructions")

- a. **Summer Employment (must include academic and occupational education)**
 - **Column 1. Q1 (Jul 1 – Sep 30)**
 - Must reflect the total amount of funds expended on participant Work Experience costs for ISY summer employment during Q1 as of the date of the plan modification or revision
 - **Column 2. Q2 (Oct 1 – Dec 31)**
 - Must reflect the total amount of funds expended on participant Work Experience costs for ISY summer employment during Q2 as of the date of the plan modification or revision
 - **Column 3. Q3 (Jan 1 – Mar 31)**
 - Must reflect the total amount of funds expended on participant Work Experience costs for ISY summer employment during Q3 as of the date of the plan modification or revision
 - **Column 4. Q4 (Apr 1 – Jun 30)**
 - Must reflect the total amount of funds expended on participant Work Experience costs for ISY summer employment during Q4 as of the date of the plan modification or revision

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- **Column 5. Total**

- Calculates automatically

b. School-year Employment (must include academic and occupational education)

Follow the instructions for Section III – Part B – Row 5 – Item (a) for columns 1 through 4 for actual expenditures relating to participant Work Experience costs for ISY school-year employment

c. Pre-apprenticeships (must include academic and occupational education)

Follow the instructions for Section III – Part B – Row 5 – Item (a) for columns 1 through 4 for actual expenditures relating to participant Work Experience costs for ISY pre-apprenticeships

d. Internships (must include academic and occupational education)

Follow the instructions for Section III – Part B – Row 5 – Item (a) for columns 1 through 4 for actual expenditures relating to participant Work Experience costs for ISY internships

e. Job Shadowing (must include academic and occupational education)

Follow the instructions for Section III – Part B – Row 5 – Item (a) for columns 1 through 4 for actual expenditures relating to participant Work Experience costs for ISY job shadowing

Row 6. Staff Costs (Work Experience) (Work Experience) (no less than 20% of total Youth funds, see detailed "Instructions")

a. Summer Employment (must include academic and occupational education)

- **Column 1. Q1 (Jul 1 – Sep 30)**

- Must reflect the total amount of funds expended on staff Work Experience costs for ISY summer employment during Q1 as of the date of the plan modification or revision

- **Column 2. Q2 (Oct 1 – Dec 31)**

- Must reflect the total amount of funds expended on staff Work Experience costs for ISY summer employment during Q2 as of the date of the plan modification or revision

- **Column 3. Q3 (Jan 1 – Mar 31)**

- Must reflect the total amount of funds expended on staff Work Experience costs for ISY summer employment during Q3 as of the date of the plan modification or revision

- **Column 4. Q4 (Apr 1 – Jun 30)**

- Must reflect the total amount of funds expended on staff Work Experience costs for ISY summer employment during Q4 as of the date of the plan modification or revision

- **Column 5. Total Actual Expenditures**

- Calculates automatically

b. School-year Employment (must include academic and occupational education)

Follow the instructions for Section III – Part B – Row 6 – Item (a) for columns 1 through 4 for actual expenditures relating to staff Work Experience costs for ISY school-year employment

c. Pre-apprenticeships (must include academic and occupational education)

Follow the instructions for Section III – Part B – Row 6 – Item (a) for columns 1 through 4 for actual expenditures relating to staff Work Experience costs for ISY pre-apprenticeships

d. Internships (must include academic and occupational education)

Follow the instructions for Section III – Part B – Row 6 – Item (a) for columns 1 through 4 for actual expenditures relating to staff Work Experience costs for ISY internships

e. Job Shadowing (must include academic and occupational education)

Follow the instructions for Section III – Part B – Row 6 – Item (a) for columns 1 through 4 for actual expenditures relating to staff Work Experience costs for ISY job shadowing

Part C. Pay-for-performance Contract(s) Costs (no more than 10% of Youth program funds, see detailed "Instructions")

Column 1. Q1 (Jul 1 – Sep 30)

- Must reflect the total amount of ISY funds expended on pay-for-performance contract(s) costs during Q1 as of the date of the plan modification or revision

Column 2. Q2 (Oct 1 – Dec 31)

- Must reflect the total amount of ISY funds expended on pay-for-performance contract(s) costs during Q2 as of the date of the plan modification or revision

Column 3. Q3 (Jan 1 – Mar 31)

- Must reflect the total amount of ISY funds expended on pay-for-performance contract(s) costs during Q3 as of the date of the plan modification or revision

Column 4. Q4 (Apr 1 – Jun 30)

- Must reflect the total amount of ISY funds expended on pay-for-performance contract(s) costs during Q4 as of the date of the plan modification or revision costs

Column 5. Total Actual Expenditures

- Calculates automatically

Part D. Total Actual Expenditures

Calculates automatically

Section IV. Projected Carry-In Funds

Part A. Projected carry-in funds from current program year to next program year

Column 1. Carry-in Funds

- Not applicable

Column 2. PY Funds (Apr - Jun)

- Must reflect the total amount of PY funds (April 1 prior to July 1 start of PY – June 30) projected to be carried in from the current program year to the next program year

Column 3. Amount of Other Additional Funds

- Must reflect the total amount of other additional funds projected to be carried in from the current program year to the next program year

Column 4. Total

- Calculates automatically

Section V. Participant Enrollments

Part A. Carry-in Enrollments from Previous Program Year

Column 1. Q1 (Jul 1 – Sep 30)

- Must reflect the total number of carry-in participant enrollments from the previous program year

Column 2. Q2 (Oct 1 – Dec 31)

- Not applicable

Column 3. Q3 (Jan 1 – Mar 31)

- Not applicable

Column 4. Q4 (Apr 1 – Jun 30)

- Not applicable

Column 5. Total

- Calculates automatically

Part B. Planned New Enrollments for Current Program Year

Column 1. Q1 (Jul 1 – Sep 30)

- Must reflect the total number of all planned new participant enrollments for Q1 (Jul 1 – Sep 30)

Column 2. Q2 (Oct 1 – Dec 31)

- Must reflect the total number of all planned new participant enrollments for Q2 (Oct 1 – Dec 31)

Column 3. Q3 (Jan 1 – Mar 31)

- Must reflect the total number of all planned new participant enrollments for Q3 (Jan 1 – Mar 31)

Column 4. Q4 (Apr 1 – Jun 30)

- Must reflect the total number of all planned new participant enrollments for Q4 (Apr 1 – Jun 30)

Column 5. Total

- Calculates automatically

Row 1. Out-of-school Youth

Column 1. Q1 (Jul 1 – Sep 30)

- Must reflect the total number of planned new OSY participant enrollments for Q1 (Jul 1 – Sep 30)

Column 2. Q2 (Oct 1 – Dec 31)

- Must reflect the total number of planned new OSY participant enrollments for Q2 (Oct 1 – Dec 31)

Column 3. Q3 (Jan 1 – Mar 31)

- Must reflect the total number of planned new OSY participant enrollments for Q3 (Jan 1 – Mar 31)

Column 4. Q4 (Apr 1 – Jun 30)

- Must reflect the total number of planned new OSY participant enrollments for Q4 (Apr 1 – Jun 30)

Column 5. Total Enrollments

- Not applicable

Row 2. In-school Youth

Follow the instructions for Section V – Part B – Row 1 for columns 1 through 4 for the total number of planned new ISY participant enrollments

Row 3. Recipients of public assistance

Follow the instructions for Section V – Part B – Row 1 for columns 1 through 4 for the total number of planned new participant enrollments who are recipients of public assistance

Row 4. Other low-income individuals

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Follow the instructions for Section V – Part B – Row 1 for columns 1 through 4 for the total number of planned new participant enrollments who are low-income individuals (does not include the enrollments stated in Row 3. Recipients of Public Assistance)

Row 5. Basic-skills deficient

Follow the instructions for Section V – Part B – Row 1 for columns 1 through 4 for total number of planned new participant enrollments who are basic-skills deficient

Row 6. English-language learners

Follow the instructions for Section V – Part B – Row 1 for columns 1 through 4 for the total number of planned new participant enrollments who are English-language learners

Row 7. High school dropout with no GED

Follow the instructions for Section V – Part B – Row 1 for columns 1 through 4 for the total number of planned new participant enrollments who are high school dropouts and have no GED

Row 8. Unemployed

Follow the instructions for Section V – Part B – Row 1 for columns 1 through 4 for the total number of planned new participant enrollments who are unemployed

Part C. Projected Carry-in Enrollments to Next Program Year

Column 1. Q1 (Jul 1 – Sep 30)

- Not applicable

Column 2. Q2 (Oct 1 – Dec 31)

- Not applicable

Column 3. Q3 (Jan 1 – Mar 31)

- Not applicable

Column 4. Q4 (Apr 1 – Jun 30)

- Must reflect the total projected number of carry-in participant enrollments to the next program year

Column 5. Total

- Calculates automatically

Section VI. Participant Exits

Part A. Planned Exits

Column 1. Q1 (Jul 1 – Sep 30)

- Must reflect the planned number of participant exits for Q1 (Jul 1 – Sep 30)

Column 2. Q2 (Oct 1 – Dec 31)

- Must reflect the planned number of participant exits for Q2 (Oct 1 – Dec 31)

Column 3. Q3 (Jan 1 – Mar 31)

- Must reflect the planned number of participant exits for Q3 (Jan 1 – Mar 31)

Column 4. Q4 (Apr 1 – Jun 30)

- Must reflect the planned number of participant exits for Q4 (Apr 1 – Jun 30)

Column 5. Total Exits

- Calculates automatically

Row 1. Entered Employment 2nd Quarter after Exit

Column 1. Q1 (Jul 1 – Sep 30)

- Must reflect the number of participants who, during Q1 (Jul 1 – Sep 30), are projected to be employed by the second quarter after program exit

Column 2. Q2 (Oct 1 – Dec 31)

- Must reflect the number of participants who, during Q2 (Oct 1 – Dec 31), are projected to be employed by the second quarter after program exit

Column 3. Q3 (Jan 1 – Mar 31)

- Must reflect the number of participants who, during Q3 (Jan 1 – Mar 31), are projected to be employed by the second quarter after program exit

Column 4. Q4 (Apr 1 – Jun 30)

- Must reflect the number of participants who, during Q4 (Apr 1 – Jun 30), are projected to be employed by the second quarter after program exit

Column 5. Total

- Not applicable

Row 2. Entered Employment 4th Quarter after Exit

Follow the instructions for Section VI – Part A – Row 1 for columns 1 through 4 for the number of participants who are projected to be employed during the fourth quarter after program exit

Row 3. Credential Attainment within 4 Quarters after Exit

Follow the instructions for Section VI – Part A – Row 1 for columns 1 through 4 for the number of participants who are projected to have obtained a credential within four quarters after program exit

Section VII. Projected Cost per Participant

Calculates automatically

Section VIII. Actual Cost per Participant

- Must reflect the actual average cost-per-participant for the previous program year
- Must be completed and calculated based on the following:
 - numerator = total amount of funds available for the previous program year
 - denominator = total number of participants served during the previous program year

C. Budget Summary – Administration

Instructions

Program costs (90%) are reflected only in the Budget, Participant, and Exit Summary worksheets for the Adult, Dislocated Worker, and Youth programs.

The Budget Summary – Administration worksheet must reflect Administration costs only (10% of total funds allocated to local area for the respective program).

Worksheet Header

Program Area field

- Must indicate Administration (10%)

Issuance field

- Must indicate the issuance number under which the local area allocation of PY funds is announced (example: 15-01)

Program Period field

- Must indicate the applicable program year for which funds are allocated (example: PY16)

Section I. Funds Available

Part A. Adult Program – Administration Reserve

Column 1. Carry-in Funds

- Must reflect the total amount of estimated Administration carry-in funds derived from Adult funds for the previous program year

Column 2. PY Funds (Jul – Sep)

- Must reflect no more than 10% of the total amount of Adult PY funds (July 1 – September 30) allocated to the local area for the current program year

Column 3. FY Funds (Oct – Jun)

- Must reflect no more than 10% of the total Adult FY funds (October 1 – June 30) allocated to the local area for the current program year

Column 4. Amount of Other Additional Funds

- Not applicable

Column 5. Total

- Calculates automatically

Part B. Dislocated Worker Program – Administration Reserve

Column 1. Carry-in Funds

- Must reflect the total amount of estimated Administration carry-in funds derived from Dislocated Worker funds for the previous program year

Column 2. PY Funds (Jul – Sep)

- Must reflect no more than 10% of the total amount of Dislocated Worker PY funds (July 1 – September 30) allocated to the local area for the current program year

Column 3. FY Funds (Oct – Jun)

- Must reflect no more than 10% of the total amount of Dislocated Worker FY funds (October 1 – June 30) allocated to the local area for the current program year

Column 4. Amount of Other Additional Funds

- Not applicable

Column 5. Total

- Calculates automatically

Part C. Youth Program – Administration Reserve

Column 1. Carry-in Funds

- Must reflect the total amount of estimated Administration carry-in funds derived from Youth funds for the previous program year

Column 2. PY Funds (Jul – Sep)

- Must reflect no more than 10% of the total amount of Youth PY funds (July 1 – June 30) allocated to the local area for the current program year

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Column 3. FY Funds (Oct – Jun)

- Not applicable

Column 4. Amount of Other Additional Funds

- Not applicable

Column 5. Total

- Calculates automatically

Part D. Other Additional Funds: <SOURCE>, <EFFECTIVE DATE>

You must identify the:

- Source of the other additional funds by replacing <SOURCE> with the name of the program or organization/ agency from which funds are being transferred or provided to the to the local area for administration of the WIOA Title IB (Adult, Dislocated Worker, and Youth) programs:
 - May include, but is not limited to, discretionary grants, program income, or matching funds, all of which must be provided to the local area in direct support of administration activities for the WIOA Title IB programs; and
- Effective date of the transfer or provision of other additional funds to the local area for administration activities for the WIOA Title IB programs by replacing <EFFECTIVE DATE> with the date the funds become available to the local area (example: 11/21/2016)

Column 1. Carry-in Funds

- Must reflect the total amount of estimated carry-in of other additional funds from the previous program year

Column 2. PY Funds (Jul – Sep)

- Not applicable

Column 3. FY Funds (Oct – Jun)

- Not applicable

Column 4. Amount of Other Additional Funds

- Must reflect the total amount of other additional funds transferred or provided to the local area for administration activities for the WIOA Title IB programs

Column 5. Total

- Calculates automatically

Part E. Total Funds Available

Calculates automatically

Section II. Projected Expenditures

Under the Projected Expenditures section:

- Staff costs are salary and benefits costs that are projected to be charged against Administration funds; and
- Overhead costs are those expenses required to support Administration functions (example: all administration costs that are non-personnel costs such as rent, utilities, publications and printing, travel)

Part A. Staff Costs

Column 1. Carry-in Funds

- Must reflect the total amount of carry-in Administration funds projected to be spent on staff costs

Column 2. PY Funds (Jul – Sep)

- Must reflect the total amount of PY Administration funds projected to be spent on staff costs

Column 3. FY Funds (Oct – Jun)

- Must reflect the total amount of FY Administration funds projected to be spent on staff costs

Column 4. Effective Date of Availability of Other Additional Funds

- Not applicable

Column 5. Amount of Other Additional Funds

- Must reflect the total amount of other additional funds projected to be spent on staff costs

Column 6. Total Funds

- Calculates automatically

Part B. Overhead Costs

Follow the instructions for Section II – Part A for columns 1 through 4 for projected expenditures relating to overhead costs

Part C. Administration Transfer: Authorized transfer out to <PROGRAM PERIOD> Adult program

You must identify the program period of the transferred funds by replacing <PROGRAM PERIOD> with the PY period or FY period to which Administration funds are transferred. Examples:

- Additional Funds: Authorized transfer out to PY15 Adult program
- Additional Funds: Authorized transfer out to FY16 Adult program

Column 1. Carry-in Funds

- Must reflect the total amount of carry-in Administration funds that are projected to be transferred out to the Adult program

Column 2. PY Funds (Jul – Sep)

- Must reflect the total amount of PY Administration funds that are projected to be transferred out to the Adult program

Column 3. FY Funds (Oct – Jun)

- Must reflect the total amount of FY Administration funds that are projected to be transferred out to the Adult program

Column 4. Amount of Other Additional Funds

- Must reflect the total amount of other additional funds that are projected to be transferred out to the Adult program

Column 5. Total

- Calculates automatically

Part D. Administration Transfer: Authorized transfer out to <PROGRAM PERIOD> Dislocated Worker program

Follow the instructions for Section II – Part C for columns 1 through 4 for projected expenditures relating to transfer of Administration funds to the Dislocated Worker program

Part E. Administration Transfer: Authorized transfer out to <PROGRAM PERIOD> Youth program

Follow the instructions for Section II – Part C for columns 1, 2, and 4 for projected expenditures relating to transfer of Administration funds to the Youth program

Part F. Total Projected Expenditures

Calculates automatically

Section III. Actual Expenditures

This section must be completed but only when the local plan is being modified or revised during the program year to reflect changes in the Administration budget.

Part A. Staff Costs

Column 1. Q1 (Jul 1 – Sep 30)

- Must reflect the total amount of funds expended on staff costs during Q1 as of the date of the plan modification or revision

Column 2. Q2 (Oct 1 – Dec 31)

- Must reflect the total amount of funds expended on staff costs during Q2 as of the date of the plan modification or revision

Column 3. Q3 (Jan 1 – Mar 31)

- Must reflect the total amount of funds expended on staff costs during Q3 as of the date of the plan modification or revision

Column 4. Q4 (Apr 1 – Jun 30)

- Must reflect the total amount of funds expended on staff costs during Q4 as of the date of the plan modification or revision

Column 5. Total Actual Expenditures

- Calculates automatically

Part B. Overhead Costs

Follow the instructions for Section III – Part A for columns 1 through 4 for actual expenditures relating to overhead costs

Part C. Administration Transfer: Authorized transfer out to <PROGRAM PERIOD> Adult program

You must identify the program period of the transferred funds by replacing <PROGRAM PERIOD> with the PY period or FY period to which Administration funds are transferred. Examples:

- Additional Funds: Authorized transfer out to PY15 Adult program
- Additional Funds: Authorized transfer out to FY16 Adult program

Column 1. Q1 (Jul 1 – Sep 30)

- Must reflect the total amount of administration funds transferred out to the Adult program during Q1 as of the date of the plan modification or revision

Column 2. Q2 (Oct 1 – Dec 31)

- Must reflect the total amount of administration funds transferred out to the Adult program during Q2 as of the date of the plan modification or revision

Column 3. Q3 (Jan 1 – Mar 31)

- Must reflect the total amount of administration funds transferred out to the Adult program during Q3 as of the date of the plan modification or revision

Column 4. Q4 (Apr 1 – Jun 30)

- Must reflect the total amount of administration funds transferred out to the Adult program during Q4 as of the date of the plan modification or revision

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Column 5. Total

- Calculates automatically

Part D. Administration Transfer: Authorized transfer out to <PROGRAM PERIOD> Dislocated Worker program

Follow the instructions for Section III – Part C for columns 1 through 4 for actual expenditures relating to the transfer of Administration funds to the Dislocated Worker program

Part E. Administration Transfer: Authorized transfer out to <PROGRAM PERIOD> Youth program

Follow the instructions for Section III – Part C for columns 1 through 4 for actual expenditures relating to the transfer of Administration funds to the Youth program

Part F. Total Actual Expenditures

Calculates automatically

Section IV. Projected Carry-In Funds

Part A. Projected carry-in funds from current program year to next program year

Column 1. Carry-in Funds

- Not applicable

Column 2. PY Funds (Jul – Sep)

- Must reflect the total amount of PY Administration funds projected to be carried in from the current program year to the next program year

Column 3. FY Funds (Oct – Jun)

- Must reflect the total amount of FY Administration funds projected to be carried in from the current program year to the next program year

Column 4. Amount of Other Additional Funds

- Must reflect the total amount of other additional funds projected to be carried in from the current program year to the next program year

Column 5. Total

- Calculates automatically

D. Sample Budget, Participant, and Exit Summaries and Budget Summary Worksheets

INSTRUCTIONS:

1. When submitting the regional and local plan, submit the entire Microsoft Excel workbook as a separate file.
2. The submitted workbook must include a:
 - a. completed Budget, Participant, and Exit Summary worksheet for each WIOA Title 1B (Adult, Dislocated Worker, and Youth) program; and
 - b. Budget Summary – Administration worksheet for Administration costs.
3. The completed worksheets from the submitted workbook will be incorporated into the regional and local plan during the plan review process.

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Attachment 19

Policies and Procedures for WIOA Title 1B (Adult, Dislocated Worker, and Youth) Programs

INSTRUCTIONS:

Provide the lead local board's policies identified in Sections A through W of this Attachment 19. If the topic of a policy identified in one of the sections is included in another required policy, indicate in which policy that topic is located.

Example, using Policy 1. Accessibility:

INSTRUCTIONS: Provide the lead local board's policy on accessibility.

The local board's policy on Accessibility is located in Policy 13. Equal Opportunity and Non-discrimination.

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INSTRUCTIONS: Provide the lead local board's policy on accessibility.

Accessibility Policy

Greater Nebraska Workforce Development Area

550 South 16th Street

Lincoln, NE 68508

402-471-9878

ndol.greaternebraska@nebraska.gov

Policy No. 1

Effective Date **7/1/2017**

Supersedes

Revision Date

Revision No.

Approval **GNWDB**

Policy is under review and will be updated before July 1, 2017.

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INSTRUCTIONS: Provide the lead local board’s policy on administrative cost limitations.

Administrative Cost Limitations Policy

Greater Nebraska Workforce Development Area

550 South 16th Street
Lincoln, NE 68508
402-471-9878
ndol.greaternebraska@nebraska.gov

Policy No. 2

Effective Date 7/1/2017
Supersedes
Revision Date
Revision No.
Approval **GNWDB**

Reference

- Workforce Innovation and Opportunity Act (WIOA) Section 3
- Uniform Requirements, Cost Principles, and Audit Requirements for Federal Awards Final Rule
- 2 CFR Part 200
- 20 CFR §§ 683.205, 683.215
- TEGL 12-14
- Nebraska Department of Labor (NDOL) Interim Policy on Administrative Cost Limitation

Purpose

This policy defines administrative cost limitations.

Background

WIOA and 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Final Rule (Uniform Guidance) provide administrative cost limitations that apply to local area Workforce Innovation and Opportunity Act (WIOA) expenditures.

Action

Effective 7/1/2017, the Administrative Entity, NDOL finance staff, and related service provider staff must implement this policy. Questions and comments should be submitted in writing to the Greater Nebraska WIOA Mailbox: ndol.greaternebraska@nebraska.gov.

Policy

Limit

For a fiscal year not more than 10 percent of the amount of program funds (Adult, DLW, & Youth) may be used by the local board for the administrative costs of carrying out youth workforce development activities or adult and dislocated worker employment and training activities.¹

Cost of Administration

The costs of administration, or “administrative costs,” are expenditures incurred by the Chief Elected Officials Board, Greater Nebraska Workforce Development Board, Administrative Entity, program service providers, and One-Stop Operator that are associated with following functions:

1. Performing overall general administrative functions and coordination of those functions under Title I of WIOA:
 - Accounting, budgeting, financial and cash management functions;
 - Procurement and purchasing functions;
 - Property management functions;
 - Personnel management functions;
 - Payroll functions;
 - Coordinating the resolution of findings arising from audits, reviews, investigations, and incident reports;
 - Audit functions;
 - General legal services functions; and
 - Fiscal agent responsibilities;
2. Performing oversight and monitoring responsibilities related to WIOA administrative functions;
3. Costs of goods and services required for administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space;
4. Travel costs incurred for official business in carrying out administrative activities or the overall management of the WIOA system; and
5. Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting and payroll systems) including the purchase, systems development and operating costs of such systems.²

These costs can be both personnel and non-personnel, and both direct and indirect.

¹ WIOA Section 128 (b)(4)(A)

² 20 CFR § 683.215(b)

Activities that can be Administrative, Programmatic, or Both

Awards to subrecipients or contractors that are solely for the performance of administrative functions are classified as administrative costs.³

Personnel and related non-personnel costs of staff that perform both administrative functions specified in 20 CFR § 683.215(b) (the bulleted list above) and programmatic services or activities must be allocated as administrative or program costs to the benefitting cost objectives/categories based on documented distributions of actual time worked or other equitable cost allocation methods.⁴

Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost. Documentation of such charges must be maintained.⁵ These charges are most commonly found on invoices and accounts payable documents.

Except for awards to recipients or contractors that are solely for the performance of administrative functions, all costs incurred for functions and activities of sub-recipients (other than a sub-recipient appointed pursuant to 107(d)(12)(B)(i)(II)) and contractors are program costs.⁶

Continuous improvement activities are charged to the administration or program category based on the purpose or nature of the activity to be improved.⁷

Costs of the following information systems including the purchase, systems development, and operational cost (e.g. data entry) are charged to the program category:

- Tracking and monitoring of participant and performance information;
- Employment statistics information, including job listing information, job skills information, and demand occupation information;
- Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities;
- Local area performance information; and
- Information relating to supportive services and unemployment insurance claims for program participants.⁸

Streamlining

Where possible the local area makes every effort to streamline services in order to reduce administrative cost by minimizing duplication and effectively using information technology to improve services.

³ 20 CFR § 683.215(c)(1)

⁴ 20 CFR § 683.215(c)(2)

⁵ 20 CFR § 683.215(c)(3)

⁶ 20 CFR § 683.215(c)(4)

⁷ 20 CFR § 683.215(c)(5)

⁸ 20 CFR § 683.215(c)(6)

Direct & Indirect Costs under the Uniform Guidance

Identification with the federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect Facilities and Administration (F&A) costs of federal awards. Typical costs charged directly to a federal award are the compensation of employees who work on that award, their related fringe benefit costs, the costs of materials and other items of expense incurred for the federal award. If directly related to a specific award, certain costs that otherwise would be treated as indirect costs may also include extraordinary utility consumption, the cost of materials supplied from stock or services rendered by specialized facilities or other institutional service operations.⁹ Administrative costs are allowable when they are included in the approved budget or have prior approval by the federal awarding agency.

There is no universal rule for classifying certain costs as either direct or indirect (F&A) under every accounting system. A cost may be direct with respect to some specific service or function, but indirect with respect to the federal award or other final cost objective. Therefore, it is essential that each item of cost incurred for the same purpose be treated consistently in like circumstances either as a direct or an indirect (F&A) cost in order to avoid possible double-charging of federal awards.¹⁰ Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect (F&A) costs.¹¹

Administrative Costs may be Associated with Direct Costs

Direct costs are those costs that can be specifically identified to a federal award, project, or activity; or that can be directly assigned to such activities relatively easily with a high degree of accuracy.¹² Examples of direct costs include direct labor and related fringe benefit cost, direct material, supplies, consultants, sub-awards, and travel.¹³

The salaries of administrative and clerical staff should normally be treated as indirect (facilities & administrative (F&A)) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

- Administrative or clerical services are integral to a project or activity;
- Individuals involved can be specifically identified with the project or activity;
- Such costs are explicitly included in the budget or have the prior written approval of the federal awarding agency; and
- The costs are not also recovered as indirect costs.¹⁴

Administrative Costs may be Associated with Indirect Costs

The Uniform Guidance provides that indirect (F&A) costs means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

⁹ 2 CFR § 200.413(b)

¹⁰ 2 CFR § 200.412

¹¹ 2 CFR § 200.413(a)

¹² Id.

¹³ 2 CFR § 200.413(b), Appendix IV B.3.b(4)

¹⁴ 2 CFR § 200.413(c)

To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect (F&A) costs. Indirect (F&A) cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.¹⁵

Indirect costs are costs not directly identified with a single final cost objective (grant), but instead relate to two or more final cost objectives/grants.¹⁶ Such costs cannot be economically traced to each grant so they must be placed in a cost pool to be allocated on a causal-beneficial basis to the final cost objective or grant.

One-Stop Administrative Cost Limits

In a One-Stop environment, administrative costs borne by other sources of funds, such as the Wagner-Peyser Act, are not included in the administrative cost limit calculation. Each program's administrative activities are chargeable to its own grant and subject to its administrative cost limitations.¹⁷

The costs of negotiating a memorandum of understanding or infrastructure agreement under Title I of WIOA are excluded from administrative cost limitations.¹⁸

Disclaimer

This policy is based on Greater Nebraska's reading of the applicable statutes, regulations, rules and guidance released by the U.S. Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

¹⁵ 2 CFR § 200.56

¹⁶ 2 CFR Part 200, Appendix IV A.1

¹⁷ 20 CFR § 683.205(a)(4)

¹⁸ 20 CFR § 683.205(a)(5)

INSTRUCTIONS: Provide the lead local board’s policy on audits.

Audits Policy

Greater Nebraska Workforce Development Area

550 South 16th Street
Lincoln, NE 68508
402-471-9878
ndol.greaternebraska@nebraska.gov

Policy No. 3

Effective Date **7/1/2017**

Supersedes

Revision Date

Revision No.

Approval **GNWDB**

Reference

- Workforce Innovation and Opportunity Act, Section 184;
- Workforce Innovation and Opportunity Act - Notice of Proposed Rulemaking,
- 20 CFR 667.200, 667.500, 667.510; 29 CFR 97.26 and 29 CFR 95.26;
- Single Audit Act Amendments of 1996;
- OMB Circular A-133;
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Final Rule;
- Standards for Internal Control in the Federal Government (Green Book);
- Federal Register/Vol. 68, No. 124/Friday, June 27, 2003, P. 38401-38402, NDOL Preliminary Policy on Audits & Audit Review.

Purpose

To ensure that all Federal funds are expended in accordance with applicable laws and regulations, audit standards have been established.

Background

All entities that received funds issued on or after December 26, 2014, are bound by the audit requirements of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Final Rule (Uniform Guidance).

All governmental and non-profit organizations that received funds issued prior to December 26, 2014, and which will have funding actions, allotments, or incremental funding actions taking place after December 26, 2014, are bound by the audit requirements of the Uniform Guidance for the new funds only.¹

¹ <http://doleta.gov/grants/UniformGuidance.cfm>

All governmental and non-profit organizations that received funds issued prior to December 26, 2014, and which will not have additional funding actions taking place after December 26, 2014, may continue to follow the terms and conditions as outlined in their award documents, including the audit requirements of OMB Circular A-133 (A-133).

Action

This policy takes effect immediately. Questions and comments should be submitted in writing to the Greater Nebraska WIOA Mailbox: ndol.greaternebraska@nebraska.gov.

Definitions

“Non-Federal entity” means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.² Greater Nebraska is a subrecipient of WIOA funds and is considered a “non-Federal entities.”

“Pass-through entity” means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a federal program. If the non-Federal entity for the local area provides a subaward to a subrecipient to carry out part of a federal program, the subrecipient is considered a “pass-through entity.” The State of Nebraska, City of Omaha, and HWS are pass-through entities.

“Subrecipient” means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a federal program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. HWS, as a non-Federal entity that receives a subaward from the City of Omaha, is a subrecipient. ResCare, as a non-Federal entity that receives a subaward from HWS, is also a subrecipient.

“Subaward” means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

“Contractor” means an entity that receives a legal instrument (i.e., contract) by which a non-Federal entity purchases property or services needed to carry out the project or program under a federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

Policy

Subrecipient/Contractor Determination

The non-Federal entity may concurrently receive federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with federal awarding agencies and pass-through entities. Payments received for goods or services provided as a contractor are not federal awards.³

² 2 CFR § 200.69

³ 2 CFR § 200.330, 2 CFR § 200.501(f)

Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. The federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.⁴

Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- Determines who is eligible to receive what federal assistance
- Has its performance measured in relation to whether objectives of a federal program were met
- Has responsibility for programmatic decision making
- Is responsible for adherence to applicable federal program requirements specified in the federal award
- In accordance with its agreement, uses the federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity⁵

Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the non-Federal entity receiving the federal funds:

- Provides the goods and services within normal business operations
- Provides similar goods or services to many different purchasers
- Normally operates in a competitive environment
- Provides goods or services that are ancillary to the operation of the federal program
- Is not subject to compliance requirements of the federal program as a result of the agreement, though similar requirements may apply for other reasons.⁶

In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.⁷

General

Threshold and Time Frame

Each non-Federal entity that received a grant prior to December 26, 2014 and expended a total amount of federal awards equal to or in excess \$500,000 in any fiscal year shall have either a single audit or a program-specific audit made for such fiscal year in accordance with this policy unless they qualify for the limited exceptions under

⁴ 2 CFR § 200.330

⁵ Uniform Guidance § 200.330(a)

⁶ Uniform Guidance § 200.330(b)

⁷ Uniform Guidance § 200.330(c)

the Single Audit Act Amendments.⁸ The exceptions included under OMB Circular A-133 are:

- A state or local government that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. Audits conducted biennially shall cover both years within the biennial period; and
- Any non-profit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits biennially. Audits conducted biennially shall cover both years within the biennial period.⁹

Similarly, each non-Federal entity that received a grant on or after December 26, 2014, and expended a total amount of federal awards equal to or in excess of \$750,000 in any fiscal year must have either a single audit or a program-specific audit made for such fiscal year in accordance with this policy unless they qualify for the limited exceptions under the Single Audit Act Amendments.¹⁰ These exceptions include those in A-133, but adds to the first set of exceptions that an Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits biennially.¹¹

In most cases, the auditee's compliance responsibility for vendors or contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with laws, regulations, and the provisions of contracts or grant agreements in the case of grants that fall under A-133, or with federal statutes, regulations, and the terms and conditions of federal awards for grants under the Uniform Guidance.¹² State and local governments should use their own procedures to ensure that the contractor has complied with laws and regulations affecting the expenditure of federal funds.

Government Auditing Standards (Green Book)

The audits shall be made by an independent public accountant in accordance with generally accepted government auditing standards (GAGAS) covering financial audits.¹³

Auditor Selection

In arranging for audit services, the procurement requirements of state policy shall be followed.¹⁴

In requesting proposals for audit services for grants received before December 26, 2014, the objectives and scope of the audit must be made clear. Factors to be considered in evaluating each proposal for audit services include the responsiveness to the request for proposal, relevant experience, availability of staff with professional qualifications and technical abilities, the results of external quality control reviews, and price.¹⁵

⁸ OMB Circular A-133 § .200(a)

⁹ OMB Circular A-133 § .220

¹⁰ OMB Uniform Guidance § 200.501(a)

¹¹ OMB Uniform Guidance § 200.504(a)

¹² OMB Uniform Guidance § 200.501(g)

¹³ Green Book, OMB Circular A-133 § __.500(a), OMB Uniform Guidance § 200.514(a)

¹⁴ OMB Uniform Guidance § 200.317 and § 200.509(a)

¹⁵ OMB Circular A-133 § __.305(a)

In requesting proposals for audit services for grants received on or after December 26, 2014, the objectives and scope of the audit must be made clear, and the non-Federal entity must request a copy of the audit organization's peer review report which the auditor is required to report under GAGAS. Factors to be considered in evaluating each proposal for audit services include the responsiveness to the request for proposal, relevant experience, availability of staff with professional qualifications and technical abilities, the results of peer and external quality control reviews, and price.¹⁶

In any case, an auditor who prepares the indirect cost proposal or cost allocation plan may not also be selected to perform the audit when the indirect costs recovered by the auditee during the prior year exceeded \$1 million. This restriction applies to the base year used in the preparation of the indirect cost proposal or cost allocation plan and any subsequent years in which the resulting indirect cost agreement or cost allocation plan is used to recover costs.¹⁷

Whenever possible, the auditee must make positive efforts to utilize small businesses, minority-owned firms, women's business enterprises, and (for grants that fall under the Uniform Guidance) labor surplus area firms, or the Federal Acquisition Regulation (FAR) (48 CFR), as applicable.¹⁸

Auditor Responsibilities

Audits must be conducted in accordance with GAGAS.¹⁹ The auditor shall:

- Determine whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles;²⁰
- Determine whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements taken as a whole;²¹
- With respect to internal controls pertaining to the compliance requirements for each major program - obtain an understanding of such internal controls, assess control risk, and perform tests of controls unless the controls are deemed to be ineffective;²² and
- Determine whether the non-Federal entity has complied with laws, regulations, and the provisions of contracts or grant agreements in the case of grants that fall under A-133, or with federal statutes, regulations, and the terms and conditions of federal awards for grants under the Uniform Guidance, that may have a direct and material effect on each of its major program.²³

¹⁶ OMB Uniform Guidance § 200.509(a)

¹⁷ OMB Circular A-133 § __.305(b), OMB Uniform Guidance § 200.509(b)

¹⁸ OMB Circular § __.305(a), OMB Uniform Guidance § 200.321 and § 200.509(a)

¹⁹ OMB Circular A-133 § __.500(a), OMB Uniform Guidance § 200.514(a)

²⁰ OMB Circular A-133 § __.500(b), OMB Uniform Guidance § 200.514(b)

²¹ OMB Circular A-133 § __.500(b), OMB Uniform Guidance § 200.514(b)

²² OMB Circular A-133 § __.500(c), OMB Uniform Guidance § 200.514(c)

²³ OMB Circular A-133 § __.500(d)(1), OMB Uniform Guidance § 200.514(d)(1)

Pass-Through Entities Responsibilities

In terms of grants received before December 26, 2014, each pass-through entity shall:

- Provide subrecipients with the program names (and any identifying numbers) from which federal assistance is derived, and the federal requirements which govern the use of awards;
- Monitor the subrecipient's use of federal awards through site visits, limited scope audits, or other means;
- Review the audit of a subrecipient as necessary to determine whether prompt and appropriate corrective action has been taken with respect to audit findings pertaining to federal awards provided to the subrecipient; and
- Require each of its subrecipients of federal awards to permit, as a condition of receiving federal awards, the independent auditor of the pass-through entity to have such access to the subrecipient's records and financial statements as may be necessary.²⁴

In terms of grants received on or after December 26, 2014, all pass-through entities must:

- Ensure a subaward is clearly identified to the subrecipient and provide the subrecipient with the program names (and any identifying numbers) from which such assistance is derived, and the federal requirements which govern the use of such awards;²⁵
- Evaluate each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring. This evaluation may include the results of previous audits including whether the subrecipient receives a Single Audit in accordance the audit requirements contained in the Uniform Guidance Subpart F, and the extent to which the same or similar subaward has been audited as a major program;²⁶
- Consider imposing specific subaward conditions upon a subrecipient if appropriate;²⁷
- Monitor the activities of the subrecipient as necessary to ensure the subaward is used for authorized purposes, and in compliance with federal statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved; this monitoring must include:
 - Reviewing financial and performance reports required by the pass-through entity;
 - Following up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award; and
 - Issuing a management decision of the audit findings pertaining to federal awards the pass-through entity makes to subrecipients, and corrective action plan and the issuance of a written decision to the auditee as to what corrective action is necessary.²⁸

²⁴ OMB Circular A-133 § ____.400 (d)

²⁵ OMB Uniform Guidance § 200.331(a)

²⁶ OMB Uniform Guidance § 200.331(b)

²⁷ OMB Uniform Guidance § 200.331(c)

²⁸ OMB Circular A-133 § ____.105, OMB Uniform Guidance § 200.66, 200.331(d), 200.521(c)

- Verify that the subrecipient is audited as required by the Uniform Guidance Subpart F when it is expected that the subrecipient’s federal awards expended during the respective fiscal year equaled or exceeded the \$750,000 threshold set forth in §200.501 Audit requirements;²⁹
- Consider whether the results of the subrecipient’s audits indicate conditions that necessitate adjustment to the pass-through entity’s own records;³⁰ and
- Consider taking enforcement action against noncompliant subrecipients.³¹

Auditors Report

The auditor’s report shall state that the audit was conducted in accordance with A- 133 or the Uniform Guidance, whichever is applicable, and include the following:

- An opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements taken as a whole.³²
- A report on internal control over the financial reporting and compliance with laws, regulations, and the provisions of contracts or grant agreements in the case of grants that fall under A-133, or with federal statutes, regulations, and the terms and conditions of the federal award for grants that fall under the Uniform Guidance, noncompliance with which could have a material effect on financial statements.³³
- For a grant that falls under the Uniform Guidance, a report on compliance for each major program and report and internal control over compliance.³⁴
- For a grant that falls under A-133, a report on compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements.³⁵
- A summary of the auditor’s results which shall include:³⁶
 - The type of report the auditor issued on:
 - Financial statements of the auditee (i.e., unqualified opinion, qualified opinion, adverse opinion, or disclaimer of opinion) for grants under A- 133;³⁷ or

²⁹ OMB Uniform Guidance § 200.331(f)

³⁰ OMB Uniform Guidance § 200.331(g)

³¹ OMB Uniform Guidance § 200.331(f)

³² OMB Circular A-133 § __.505(a), OMB Uniform Guidance § 200.515(a)

³³ OMB Circular A-133, OMB Uniform Guidance § 200.515(b)

³⁴ OMB Uniform Guidance § 200.515(c)

³⁵ OMB Circular A-133 § __.505(c)

³⁶ OMB Uniform Guidance § 200.515(d)

³⁷ OMB Circular A-133 § __.505(d)(1)(i)

- Whether the financial statements audited were prepared in accordance with generally acceptable accounting principles (i.e., unmodified opinion, qualified opinion, adverse opinion, or disclaimer of opinion) for grants under the Uniform Guidance.³⁸
- Where applicable:
 - A statement that reportable conditions in internal control were disclosed by the audit of the financial statements and whether any such conditions were material weaknesses for grants under A-133;³⁹ or
 - A statement about whether significant deficiencies or material weaknesses in internal control were disclosed by the audit of the financial statements for grants under the Uniform Guidance.⁴⁰
- A statement as to whether the audit disclosed any noncompliance which is material to the financial statements of the auditee.⁴¹
- Where applicable:
 - A statement that reportable conditions in internal control were disclosed by the audit and whether any such conditions were material weaknesses for grants under A-133;⁴² or
 - A statement about whether significant deficiencies or material weaknesses in internal control over major programs were disclosed by the audit for grants under the Uniform Guidance.⁴³
- The type of report the auditor issued on compliance for major programs (i.e., unmodified opinion, unqualified opinion, qualified opinion, adverse opinion, or disclaimer of opinion).⁴⁴
- A statement as to whether the audit disclosed any audit findings which the auditor is required to report as Audit Findings.⁴⁵
- An identification of major programs;⁴⁶ the Uniform Guidance adds, “by listing each individual major program; however in the case of a cluster of programs only the cluster name as shown on the Schedule of Expenditures of federal awards is required.”⁴⁷
- The dollar threshold used to distinguish between Type A and Type B programs.⁴⁸
- A statement as to whether the auditee qualified as a low-risk auditee.⁴⁹
- Findings relating to the financial statements which are required to be reported in accordance with GAGAS.⁵⁰

³⁸ OMB Uniform Guidance § 200.515(d)(1)(i)

³⁹ OMB Circular A-133 § ___505(d)(1)(1)(ii)

⁴⁰ OMB Uniform Guidance § 200.515(d)(1)(ii)

⁴¹ OMB Circular A-133 § ___505(d)(1)(iii), OMB Uniform Guidance § 200.515(d)(1)(iii)

⁴² OMB Circular A-133 § ___505(d)(1)(iv)

⁴³ OMB Uniform Guidance § 200.515(d)(1)(iv)

⁴⁴ OMB Circular A-133 § ___505(d)(1)(v), OMB Uniform Guidance § 200.515(d)(1)(v)

⁴⁵ OMB Circular A-133 § ___505(d)(1)(vi), OMB Uniform Guidance § 200.515(d)(1)(vi)

⁴⁶ OMB Circular A-133 § ___505(d)(1)(vii)

⁴⁷ OMB Uniform Guidance § 200.515(d)(1)(vii)

⁴⁸ OMB Circular A-133 § ___505(d)(1)(viii), OMB Uniform Guidance § 200.515(d)(1)(viii)

⁴⁹ OMB Circular A-133 § ___505(d)(1)(ix), OMB Uniform Guidance § 200.515(d)(1)(ix)

⁵⁰ OMB Circular A-133 § ___505(d)(2), OMB Uniform Guidance § 200.515(d)(2)

- Findings and questioned costs for federal awards which shall include audit findings:
 - Audit findings (e.g., internal control findings, compliance findings, questioned costs, or fraud) which relate to the same issue should be presented as a single audit finding.
 - Audit findings which relate to both the financial statements and federal awards should be reported in both sections of the schedule. However, the reporting in one section of the schedule may be in summary form with a reference to a detailed reporting in the other section of the schedule.⁵¹

Submission of Audit Reports

The audit [which includes funds awarded by the Nebraska Department of Labor] shall be completed and the data collection form and reporting package as identified in OMB Circular A-133 or the Uniform Guidance, shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period (unless a longer period is agreed to in advance by the cognizant or oversight agency for grants under A-133, or unless a different period is specified in a program specific audit guide for grants under the Uniform Guidance).⁵² If the due date falls on a Saturday, Sunday, or federal holiday, the reporting package for a grant under the Uniform Guidance is due the next business day.⁵³

Submit to the federal clearinghouse designated by OMB and to:

Office of Finance
Nebraska Workforce Development-Department of Labor
550 South 16th
P.O.Box 94600
Lincoln, NE 68509

The link to the federal clearinghouse currently designated by OMB is: <https://harvester.census.gov/facweb/default.aspx/>

Unless restricted by law or regulation, the auditee shall make copies available for public inspection.⁵⁴

Retention of Records

Auditees shall keep one copy of the data collection form and one copy of the reporting package on file for three (3) years from the date of submission to the federal clearinghouse. Pass-through entities shall keep subrecipients' submissions on file for three (3) years from date of receipt,⁵⁵ and the Uniform Guidance adds that auditees must not impose any other record retention requirements with some exceptions, including in the case any litigation, claim, or audit is started before the expiration of the three-year period.⁵⁶

⁵¹ OMB Circular A-133 § __.505(d)(3), OMB Uniform Guidance § 200.515(d)(3)

⁵² OMB Circular § __.235(c), OMB Uniform Guidance § 200.512(a)(1), 200.507

⁵³ OMB Uniform Guidance § 200.512(a)(1)

⁵⁴ OMB Uniform Guidance § 200.515(a)(2)

⁵⁵ OMB Circular A-133 § __.315(b)(g), OMB Uniform Guidance § 200.512(f)

⁵⁶ OMB Uniform Guidance § 200.333

An auditor must retain audit documentation and reports (referred to as “working papers” by A-133) for a minimum of three (3) years after the date of issuance of the report(s) to the auditee, unless the auditor is notified in writing by the cognizant or oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. When the auditor is aware that the federal agency, pass-through entity, or auditee is contesting an audit finding, the auditor must contact the contesting parties for guidance prior to destruction of the audit documentation and reports.⁵⁷

Regulations applicable to A-133 provide that records must be retained beyond the prescribed period if any litigation or audit has begun, or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records must be retained until resolution of the litigation, audit, or claim or until the end of the regular three-year record retention period, whichever is later.⁵⁸

Audit documentation (or working papers) must be made available upon request to the cognizant or oversight agency for audit or its designee, cognizant agency for indirect cost, a federal agency, or the Government Accountability Office at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of the Uniform Guidance.⁵⁹

Cost of Audits

Allowable Costs

Under A-133

Unless prohibited by law, the cost of audits are allowable charges to federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars, the FAR (48 CFR parts 30 and 31), or other applicable cost principles or regulations.⁶⁰

Under the Uniform Guidance

A reasonably proportionate share of costs of audits required by, and performed in accordance with, the Single Audit Act as amended, as implemented by requirements of the Uniform Guidance, are allowable audit costs.⁶¹

The costs of a financial statement audit of a non-Federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect costs proposal.⁶²

Pass-through entities may charge federal awards for the cost of agreed-upon- procedures engagements to monitor subrecipients who are exempted from the requirements of Single Audit Act and Subpart F of the Uniform Guidance only if the agreed-upon-procedures engagements are:

⁵⁷ OMB Circular § __.515(a), OMB Uniform Guidance § 200.517(a)

⁵⁸ 29 CFR 97.42(b)(2) and 29 CFR 95.53(b)(1)

⁵⁹ OMB Circular § __.515(b), OMB Uniform Guidance § 200.517(b)

⁶⁰ OMB Circular § __.230(a)

⁶¹ OMB Uniform Guidance § 200.425(a)

⁶² OMB Uniform Guidance § 200.425(b)

- Conducted in accordance with GAGAS attestations and standards;
- Paid for and arranged by the pass-through entity; and
- Limited in scope to one or more of the following types of compliance requirements: activities allowed or unallowed, allowable costs/cost principles, eligibility, and reporting.⁶³

Unallowable Costs

A non-Federal entity is prohibited from charging to any federal award more than a reasonably proportionate share of the cost of any such audit. The percentage of the cost of audits charged to federal awards shall generally not exceed the ratio of total federal awards expended by such non-Federal entity during the applicable fiscal year or years, to such non-Federal entity's total expenditures during such fiscal year or years. However, if there is documentation demonstrating a higher actual cost of auditing the federal awards portion, then a greater percentage may be charged, as appropriate.⁶⁴

Under A-133

The cost of auditing a non-Federal entity which has federal awards expended of less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) per year is unallowable. However, a pass-through entity may charge for the cost of limited scope audits to monitor its subrecipients provided the subrecipient does not have a single audit.⁶⁵

Under the Uniform Guidance

Any costs when audits required by the Single Audit Act and Subpart F of the Uniform Guidance have not been conducted or have been conducted but not in accordance with the Single Audit Act and Subpart F are not allowable audit costs. Additionally, any costs of auditing a non-Federal entity that is exempted from having an audit conducted under the Single Audit Act and Subpart F because its expenditures under federal awards are less than, \$750,000 for grants awarded (or \$500,000 for grants awarded prior to December 26, 2014) during the non-Federal entity's fiscal year are not allowable audit costs.⁶⁶

Disclaimer

This policy is based on Greater Nebraska's reading of the applicable statutes, regulations, rules and guidance released by the U.S. Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

⁶³ OMB Uniform Guidance § 200.425(c)

⁶⁴ 31 USC § 7505

⁶⁵ OMB Circular § __.230(b)

⁶⁶ OMB Uniform Guidance § 200.425(a)(1) and (2)

INSTRUCTIONS: Provide the lead local board’s policy on eligibility for the WIOA Title IB Adult program.

Adult Eligibility Policy

Greater Nebraska Workforce Development Area

550 South 16th Street

Lincoln, NE 68508

402-471-9878

ndol.greaternebraska@nebraska.gov

Policy No.	4
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Effective Date	7/1/2017
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Supersedes	Supportive Services Policy – Attachment S
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Revision Date	
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Revision No.	
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Approval	GNWDB
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Reference

- Workforce Innovation and Opportunity Act (WIOA) Sections 3, 129, 134, 188, and 189
- 20 CFR §§ 680.110, 680.140, 680.210, 680.220, 680.650, 681.430, 681.440, 683.230
- Neb. Rev. Stat. § 4-108; 38 U.S.C. §§ 101, 4215.
- Nebraska Department of Labor (NDOL) Interim Policy on Eligibility for Adult Programs

Purpose

This policy establishes criteria for adult program eligibility in the local area.

Background

Eligibility criteria for the adult programs are defined under the provisions of the Workforce Innovation and Opportunity Act.

Action

Effective 7/1/2017, regional managers, workforce coordinators, and other service provider staff must implement this policy.

Policy

Section 3(2) of WIOA defines an “adult” as an individual who is age 18 or older.

Required Employment and Training Activities

WIOA divides required employment and training activities provided by One-Stop operators and One-Stop partners into two categories: career services and training services. The eligibility requirements for services in these categories are different.

Required Career Services

Section 134(c)(2)(A) of WIOA requires that local areas provide services that include, at a minimum:

- 1.** Determinations of whether the individuals are eligible to receive assistance;
- 2.** Outreach, intake (which may include worker profiling), and orientation to the information and other services available through the One-Stop delivery system;
- 3.** Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs;
- 4.** Labor exchange services, including—
 - a.** Job search and placement assistance and, in appropriate cases, career counseling, including—
 - i.** Provision of information on in-demand industry sectors and occupations; and
 - ii.** Provision of information on nontraditional employment; and
 - b.** Appropriate recruitment and other business services on behalf of employers, including small employers, in the local area, which services may include services described in this subsection, such as providing information and referral to specialized business services not traditionally offered through the One-Stop delivery system;
- 5.** Provision of referrals to and coordination of activities with other programs and services, including programs and services within the One-Stop delivery system and, in appropriate cases, other workforce development programs;
- 6.** Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including—
 - a.** Job vacancy listings in such labor market areas;
 - b.** Information on job skills necessary to obtain the jobs described in (a); and
 - c.** Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for such occupations;
- 7.** Provision of performance information and program cost information on eligible providers of training services as described in Section 122, provided by program, and eligible providers of youth workforce development activities described in Section 123, providers of adult education described in Title II, providers of career and technical education activities at the postsecondary level, and career and technical education activities available to school dropouts, under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et. Seq.), and providers of vocational rehabilitation services described in Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.);

- 8.** Provision of information, in formats that are usable by and understandable to One-Stop customers, regarding how the local area is performing on the local performance accountability measures and any additional performance information with respect to the One-Stop delivery system in the local area;
- 9.** Provision of information, in formats that are usable by and understandable to One-Stop center customers, relating to the availability of supportive services or assistance, including:
 - a.** Childcare, child support, medical or child health assistance under Title XIX or XXI of the Social Security Act (42 U.S.C. 1396 et seq. and 1397aa et seq.);
 - b.** Benefits under the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.);
 - c.** Assistance through the earned income tax credit under Section 32 of the Internal Revenue Code of 1986
 - d.** Assistance under a State program for temporary assistance for needy families funded under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.); and
 - e.** Other supportive services and transportation provided through funds made available under such part, available in the local area;
- 10.** Referral to the services or assistance described in item 9 as appropriate;
- 11.** Provision of information and assistance regarding filing claims for unemployment compensation;
- 12.** Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under WIOA;
- 13.** Services, if determined to be appropriate in order for an individual to obtain or retain employment, that consist of—
 - a.** Comprehensive and specialized assessments of the skill levels and service needs, which may include:
 - i.** Diagnostic testing and use of other assessment tools; and
 - ii.** In-depth interview and evaluation to identify employment barriers and appropriate employment goals;
 - b.** Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals;
 - c.** Group counseling;
 - d.** Individual counseling;
 - e.** Career planning;
 - f.** Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct;

- g.** Internships and work experiences that are linked to careers;
 - h.** Workforce preparation activities;
 - i.** Financial literacy services
 - j.** Out-of-area job search assistance and relocation assistance; or
 - k.** English language acquisition and integrated education and training programs; and
- 14.** Follow-up services, including counseling regarding the workplace, for participants in workforce development activities who are placed in unsubsidized employment, for not less than 12 months after the first day of employment, as appropriate.¹

Eligibility for Career Services

Priority

Generally, there are no special eligibility requirements for participation by adults in career services under Section 134(c)(2) of WIOA. However, if the career services provided include services under Section 134(c)(2)(A)(xii) of WIOA (number 13 on the previous list), priority must be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient. The local board and the Governor will direct the One-Stop operators in the local area with regard to making determinations related to such priority.²

Low Income Individual –Section 3(36) of WIOA defines a “low income individual” as one who:

- Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the Supplemental Nutrition Assistance Program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for Temporary Assistance for Needy Families program under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income established under Title XVI of the Social Security Act (42 U.S.C. 1381 et seq.) or State or local income-based public assistance;
 - Is in a family with total family income that does not exceed the higher of:
 - The poverty line; or
 - Seventy percent of the lower living standard income level.
- Is a homeless individual (as defined in Section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), or a homeless child or youth (as defined under Section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)));
- Receives or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);
- Is a foster child on behalf of whom state or local government payments are made; or

¹ WIOA Section 134(c)(2)

² WIOA Section 134(c)(3)(E)

- Is an individual with a disability whose income meets the income requirement of (2), but who is a member of a family whose income does not meet this requirement.

Basic Skills Deficient –Section 3(5) of WIOA defines “basic skills deficient” as an individual:

- Who is a youth (18-24), that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or
- Who is a youth or adult that the individual is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual’s family, or in society.

Required Training Services

As defined by Section 134(c)(3)(D) of WIOA, training services may include:

1. Occupational skills training, including training for nontraditional employment;
2. On-the-job training;
3. Incumbent worker training;
4. Programs that combine workplace training with related instruction, which may include cooperative education programs;
5. Training programs operated by the private sector;
6. Skill upgrading and retraining;
7. Entrepreneurial training;
8. Transitional jobs;
9. Job readiness training provided in combination with the other services in this list;
10. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with any of the other services in this list; and
11. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

Linkage to Occupations in Demand

Training services provided must be directly linked to an in-demand industry sector or occupation in the local area or the planning region, or in another area to which an adult receiving such services is willing to relocate, except that a local board may approve training services for occupations determined by the local board to be in sectors of the economy that have a high potential for sustained demand or growth in the local area.³

³ WIOA Section 134(c)(3)(G)(iii)

Eligibility for Training Services

Funds for adult training services under Section 134(c)(3) of WIOA must be used to provide training to adults who:

1. After an interview, evaluation, or assessment, and career planning, have been determined by a One-Stop operator or One-Stop partner, as appropriate, to
 - a. Be unlikely or unable to obtain or retain employment, that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through the career services;
 - b. Be in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment; and
 - c. Have the skills and qualifications to successfully participate in the selected program of training services;

Use of Previous Assessment – A One-Stop operator or One-Stop partner is not required to conduct a new interview, evaluation, or assessment of a participant if it determines that it is appropriate to use a recent interview, evaluation, or assessment of the participant conducted pursuant to another education or training program.⁴

2. Select programs of training services that are directly linked to the employment opportunities in the local area or the planning region, or in another area to which the adults or dislocated workers are willing to commute or relocate; and
3. Are unable to obtain other grant assistance for such training, including such sources as State-funded training funds, Trade Adjustment Assistance, and Federal Pell Grants, or require WIOA assistance in addition to other sources of grant assistance, including Federal Pell Grants.⁵ For further information, see the "**Individual Training Accounts**" policy.

Require assistance – When making the determination about whether an individual requires assistance, a One-Stop operator may take into consideration the full cost of participating in training services, including the costs of dependent care and transportation, and other appropriate costs.⁶

The case file must contain a determination of need for training services under 20 CFR § 680.210 as determined through the interview, evaluation, or assessment, and career planning informed by local market information and training provider performance information, or through any other career service received. There is no requirement that career services be provided as a condition to receipt of training services; however, if career services are not provided before training, the local board must document the circumstances that justified its determination to provide training without first providing the services described in 20 CFR § 680.220.⁷ There is no Federally-required minimum time period for participation in career services before receiving training services.⁸

⁴ WIOA Section 134(c)(3)(A)(ii)

⁵ 20 CFR § 680.210

⁶ WIOA Section 134(c)(3)(B)(i)

⁷

⁸

Priority

For the receipt of training services, local areas must give priority to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient.

Public assistance – Section 3(50) of WIOA defines public assistance as Federal, state, or local government cash payments for which eligibility is determined by a needs or income test.

Permissible Employment and Training Activities

In addition to the required career and training activities, local areas may provide:

1. Customized screening and referral of qualified participants in training services to employers;
2. Customized employment-related services to employers, employer associations, or other such organizations on a fee-for-service basis;
3. Implementation of a pay-for-performance contract strategy for training services, for which the local board may reserve and use not more than 10 percent of the total adult or dislocated worker funds allocated to the local area;
4. Customer support to enable individuals with barriers to employment (including individuals with disabilities) and veterans, to navigate among multiple services and activities for such populations;
5. Technical assistance for One-Stop operators, One-Stop partners, and eligible providers of training services, regarding the provision of services to individuals with disabilities in local areas, including the development and training of staff, the provision of outreach, intake, assessments, and service delivery, the coordination of services across providers and programs, and the development of performance accountability measures;
6. Employment and training activities provided in coordination with—
 - a. Child support enforcement activities of the State and local agencies carrying out part D of Title IV of the Social Security Act (42 U.S.C. 651 et seq.);
 - b. Child support services, and assistance, provided by State and local agencies carrying out part D of Title IV of the Social Security Act (42 U.S.C. 651 et seq.);
 - c. Cooperative extension programs carried out by the Department of Agriculture; and
 - d. Activities to facilitate remote access to services provided through a One-Stop delivery system, including facilitating access through the use of technology;
7. Activities—
 - a. To improve coordination between workforce development activities and economic development activities carried out within the local area involved, and to promote entrepreneurial skills training and microenterprise services;

established under Section 705 of the Rehabilitation Act of 1973 (29 U.S.C. 796d), programs funded under part B of chapter 1 of Title VII of such Act (29 U.S.C. 796e et seq.), and activities carried out by centers for independent living, as defined in Section 702 of such Act (29 U.S.C. 796a); and

12. Implementation of promising services to workers and businesses, which may include support for education, training, skill upgrading, and statewide networking for employees to become workplace learning advisors and maintain proficiency in carrying out the activities associated with such advising.¹⁰

Rule of Construction

Nothing in this policy or in WIOA should be construed to mean an individual is required to receive career services prior to receiving training services.¹¹

Work Support Activities for Low-Wage Workers

Funds for adults may be used to provide work support activities designed to assist low-wage workers in retaining and enhancing employment. The One-Stop partners of the system shall coordinate the appropriate programs and resources of the partners with the activities and resources provided under Section 134(d)(1)(B) of WIOA [Work Support Activities for Low-Wage Workers].

These activities may include the provision of activities in a manner that enhances the opportunities of such worker to participate in the activities, such as the provision of activities described in this Section during nontraditional hours and the provision of onsite child care while such activities are being provided.¹² Work support activities may also include any activities available under the WIOA adult program in coordination with activities and resources available through partner programs.¹³

Supportive Services

1. Are participating in programs with career or training activities; and
2. Are unable to obtain such supportive services through other programs providing such services.¹⁴

Supportive Services Definition – Section 3(59) of WIOA defines supportive services as services such as transportation, child care, dependent care, housing, and needs-related payments, that are necessary to enable an individual to participate in activities authorized by WIOA.

See the "**Supportive Service Policy**" for additional information.

Needs-Related Payments

¹⁰ WIOA Section 134(d)

¹¹ WIOA Section 134(c)(3)(A)(iii)

¹² WIOA Section 134(d)(1)(B)

¹³ 20 CFR § 680.140

¹⁴ WIOA Section 134(d)(2)

Funds for adults may be used to provide needs-related payments to adults who are unemployed and do not qualify for (or have ceased to qualify for) unemployment compensation for the purpose of enabling such individuals to participate in programs of training services.

Greater Nebraska does not offer needs-related payments.

Priority for Veterans

Covered persons receive priority of service in all Department of Labor-funded training programs under 38 U.S.C. 4215 and described in 20 CFR 1010.¹⁵ A veteran must still meet each program's eligibility criteria to receive services under the respective employment and training program.¹⁶

The term "**covered person**" as defined in Section 2(a) of the Jobs for Veterans Act [38 U.S.C. 4215(a)] means a veteran or eligible spouse.¹⁷

"**Veteran**" means a person who served at least one day in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2). Active service includes full-time Federal service in the National Guard or a Reserve component.¹⁸ Active service does not include full-time duty performed strictly for training purposes unless the individual was disabled or died from an disease or injury incurred or aggravated in the line of duty.²⁰

"**Eligible Spouse**" means the spouse of any of the following:

1. Any veteran who died of a service-connected disability;
2. Any member of the Armed Forces serving on active duty who, at the time of application for the priority, is listed in one or more of the following categories and has been so listed for a total of more than 90 days: (I) missing in action, (II) captured in the line of duty by a hostile force, or (III) forcibly detained or interned in the line of duty by a foreign government or power;
3. Any veteran who has a total disability resulting from a service-connected disability, as evaluated by the Department of Veterans Affairs; or
4. Any veteran who died while a disability, as indicated in paragraph 3 (above), was in existence.¹⁹

The term "priority of service" means, with respect to any qualified job training program, that a covered person shall be given priority over a non-covered person for the receipt of employment, training, and placement services provided under that program, notwithstanding any other provision of the law.²⁰

¹⁵ 20 CFR § 680.650

¹⁶ 20 CFR § 680.650

¹⁷ 38 U.S.C. § 4215(a)(1)

¹⁸ 38 U.S.C. §§ 101(21), (24)

¹⁹ 38 U.S.C. § 4215(a)(1)(B)

²⁰ 38 U.S.C. § 4215(a)(3)

For income-based eligibility determinations, amounts paid while on active duty or paid by the Department of Veterans Affairs for vocational rehabilitation, disability payments, or related VA-funded programs are not to be considered as income in accordance with 38 U.S.C. 4213 and 20 CFR § 683.230.²¹ This applies when determining if a person is a “low-income individual” for eligibility purposes (for example, in WIOA youth programs). It also applies when income is used as a factor when the local area provides priority of service for “low income individuals” with Title I WIOA funds.²²

Registration

Registration is the process for collecting information for supporting a determination of eligibility. This information may be collected through methods that include electronic data transfer, personal interview, or an individual’s application.

- Adults who receive services funded under Title I other than self-service or informational activities must be registered and determined eligible and must be a participant.²³
- Employment Opportunity data must be collected on every individual who is interested in being considered for WIOA Title I financially assisted aid, benefits, services, or training by a recipient, and who has signified that interest by submitting personal information in response to a request from the grant recipient or designated service provider.²⁴

Concurrent Enrollment

Under Section 3 of WIOA, eligible adults are defined as individuals age 18 or older.²⁵ WIOA defines eligible youth as 14 through 21 years of age, if in-school youth,²⁶ and 16 through 24, if out-of-school youth.²⁷ Thus, individuals between the ages of 18 through 24 [at registration] may be eligible for both adult and youth programs.

- Eligible individuals who are 18 through 24 years old [at registration] may participate in adult and youth programs concurrently. Such individuals must be eligible under the youth and adult/dislocated worker eligibility criteria applicable to the services received. Local program operators should determine the appropriate level and balance of services under the youth and adult programs. This determination should be driven by program design and services provided.²⁸
- Local program operators must identify and track the funding streams which pay the costs of services provided to individuals who are participating in youth and adult/dislocated worker programs concurrently, and ensure that services are not duplicated.²⁹

²¹ 20 CFR § 680.650

²² 20 CFR § 683.230

²³ 20 CFR § 680.110(b)

²⁴ 20 CFR § 680.110(c)

²⁵ WIOA Section 3(2)

²⁶ WIOA Section 129(a)(1)(C)

²⁷ WIOA Section 129(a)(1)(B)

²⁸ 20 CFR § 681.430(a)

²⁹ 20 CFR § 681.430(b)

A local program should determine the appropriate program for the participant based on the service needs of the participant and if the participant is career-ready based on an objective assessment of their occupational skills, prior work experience, employability, and participants needs as required in Section 129(c)(1)(A) of WIOA.³⁰

Nondiscrimination

Section 188 of WIOA provides that no individual may be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.³¹

Participation in programs and activities must also be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States. Individuals with employment authorization may access any WIOA services for which they otherwise would qualify.³²

Verification of Lawful Presence

Each agency responsible for determining eligibility for WIOA benefits in Nebraska is required to:

1. Have each applicant for WIOA services attest that he or she is a U.S. citizen or a qualified alien. This must be done using the format prescribed by the Nebraska Department of Administrative Services (DAS).³³

If in the above Step 1, the applicant indicates he or she is an alien, then complete Step 2 as follows:

2. Verify his or her lawful presence in the United States using the SAVE (Systematic Alien Verification for Entitlements) Program operated by the U.S. Department of Homeland Security.

Enforcement of Military Selective Service Act

Local programs shall ensure that each individual participating in any program established under Title I of WIOA or receiving any assistance or benefit under such Title, has not violated Section 3 of the Military Selective Services Act (50 U.S.C. App. 453) by not presenting and submitting to registration as required pursuant to such Section.³⁴

Disclaimer

This policy is based on Greater Nebraska's reading of the applicable statutes, regulations, rules and guidance released by the U.S. Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

³⁰ 20 CFR § 681.440

³¹ WIOA Section 188(a)(2)

³² WIOA Section 188(a)(5)

³³ Neb. Rev. Stat. § 4-108

³⁴ WIOA Section 189(h)

Policy 4: Appendix 1

Nebraska's Census Tracts Meeting "High Poverty" Definition

(30% or more of Household at or below the Poverty Line)

Table 1. Greater Nebraska Workforce Development Area high poverty census tracts

Census Tract	Estimated Number	Estimated Number Below Poverty	Percent Below Poverty
Census Tract 101, Dakota County, Nebraska	2,238	863	38.56%
Census Tract 9696, Buffalo County, Nebraska	1,644	517	31.45%

DRAFT

INSTRUCTIONS: Provide the lead local board’s policy on the appeals procedures for WIOA Title IB (Adult, Dislocated Worker, and Youth) program participants, which must comply with WIOA Sec. 181(c).

Appeals Procedures for Program Participants

Greater Nebraska Workforce Development Area

550 South 16th Street
Lincoln, NE 68508
402-471-9878
ndol.greaternebraska@nebraska.gov

Policy No. 5

Effective Date **7/1/2017**

Supersedes

Revision Date

Revision No.

Approval **GNWDB**

DRAFT

Policy is under review and will be updated before July 1, 2017.

INSTRUCTIONS: Provide the lead local board's policy on basic skills deficiency.

Basic Skills Deficiency Policy

Greater Nebraska Workforce Development Area

550 South 16th Street
Lincoln, NE 68508
402-471-9878
ndol.greaternebraska@nebraska.gov

Policy No. 6

Effective Date 7/1/2017

Supersedes

Revision Date

Revision No.

Approval **GNWDB**

Reference

- Workforce Innovation and Opportunity Act (WIOA) Sections 3 & 134
- 20 CFR §§ 681.290, 680.600

Purpose

This policy establishes criteria in determining basic skills deficiency in the local area.

Background

Basic skills deficient is defined under the provisions of the Workforce Innovation and Opportunity Act.

Action

Effective 7/1/2017, regional managers, workforce coordinators, and other service provider staff must implement this policy.

Definition

The term "**basic skills deficient**" means -

- A youth who has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or
- A youth or adult who is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.¹

¹ WIOA Sec. 3(5)

Policy

The service provider is responsible for determining if an individual meets the definition of basic skills deficient and are expected to document an individual's basic skills deficiency in keeping with NWorks and Electronic Case Management (ECM) policies and procedures.

Reasonable accommodations in the assessment process will be provided if necessary, for individuals with disabilities.²

Priority for adult career and training services will be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient.³

Disclaimer

This policy is based on Greater Nebraska's reading of the applicable statutes, regulations, rules and guidance released by the U.S. Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

DRAFT

² § 681.290

³ WIOA sec. 134(c)(3)(E) and § 680.600

INSTRUCTIONS: Provide the lead local board's policy on career planning.

Career Planning Policy

Greater Nebraska Workforce Development Area

550 South 16th Street

Lincoln, NE 68508

402-471-9878

ndol.greaternebraska@nebraska.gov

Policy No. 7

Effective Date **7/1/2017**

Supersedes

Revision Date

Revision No.

Approval **GNWDB**

Reference

- Workforce Innovation and Opportunity Act (WIOA), Section 3, 129, and 134;
- WIOA Notice of Proposed Rulemaking (WIOA NPRM), 20 CFR §680.110, 680.150, 680.180, 680.210, 680.220, 680.900, 680.910, 681.240, 681.310, 681.450, and 681.570;
- Workforce Innovation and Opportunity Act Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Notice of Proposed Rulemaking, 20 CFR § 678.430;
- Federal Register/Vol. 65, No. 156/Friday, August 11, 2000;
- Youth Program Design policy;
- Attainment of a Degree or Certificate Performance Measure policy; Program Exit policy;
- Eligibility for Adult Programs policy;
- Eligibility for Dislocated Workers policy;
- Eligibility for Youth Programs policy;
- Equal Opportunity and Nondiscrimination policy;
- Application Time Limit policy;
- Local Plan Instructions;
- TEGL 17-05;
- NDOL Preliminary Policy on Career Planning.

Purpose

To identify program requirements for providing career planning activities in the local area.

Background

The term “career planner,” used in the Workforce Innovation and Opportunity Act (WIOA), replaces the term “case manager,” used in the Workforce Investment Act of 1998.¹ Career planners assist in determining if the adult or dislocated worker has “the skills and qualifications to successfully participate in the selected program of training services.”² In 20 CFR § 680.340(c) of the WIOA NPRM, career planners are identified as having a consultation role in assisting the participant in selecting an eligible training provider. It is presumed that career planning is a service conducted from the time an individual is enrolled through the four quarters of follow-up after program exit. Career planning is a component of individualized career services, and is not a stand-alone activity. Career planning is a continual service provided to adult, dislocated workers and youth to ensure their success in WIOA.

Action

Effective 7/1/2017, regional managers, workforce coordinators, and other service provider staff must implement this policy.

Definition

CAREER PLANNING.— The term “**career planning**” means the provision of a client-centered approach in the delivery of services, designed—

- A. To prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer- based technologies; and
- B. To provide job, education, and career counseling, as appropriate during program participation and after job placement.

Policy

WIOA Section 3(8) defines **career planning** as the provision of a client-centered approach in the delivery of services, designed:

- To prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies; and
- To provide job, education, and career counseling during program participation and after job placement.

Initial Assessment for Eligibility

The initial assessment provides preliminary information about the individual’s skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs.³

¹ WIOA NPRM Section-by-Section Discussion of Proposal

² WIOA section 134(c)(3)(A)(i)(I)(cc)

³ WIOA section 134(c)(2)(A)(iii)

As a basic career service for adults and dislocated workers, the initial assessment is intended to be a brief, preliminary information gathering process that, among other things, provides sufficient information about an individual's basic literacy and occupational skill levels to enable the One-Stop operator to make appropriate referrals to services available through the One-Stop operator and partner programs.

WIOA section 3(5) defines **basic skills deficient** as an individual who:

- Is a youth, that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or
- Is a youth or adult that the individual is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family or in society.

When choosing who shall participate in the Title I programs, refer to the "Eligibility for Adult Programs" policy, the "Eligibility for Dislocated Workers" policy, and the "Eligibility for Youth Programs" policy. In addition, special care must be exercised to not discriminate on the basis of race, color, national origin, sex, age, disability, religion, political affiliation or belief, participant status, and against certain noncitizens. Refer to the "Equal Opportunity and Nondiscrimination" policy in regard to providing reasonable accommodations to qualified individuals with disabilities who are applicants.

DRAFT

Information and Referral

Local areas shall ensure that each participant or applicant who meets the minimum income criteria for consideration as an eligible youth be provided:

- Information on the full array of applicable or appropriate services that are available through the local board or other eligible providers or One-Stop partners, including those receiving funds under WIOA Title I, Subtitle B Workforce Investment Activities and Providers; and
- Referral to appropriate training and educational programs that have the capacity to serve the participant or applicant either on a sequential or concurrent basis.⁴

To meet the basic skills and training needs of a youth applicant, each eligible provider of a program of youth activities shall ensure that an eligible applicant who does not meet the enrollment requirements of the particular program or who cannot be served shall be referred for further assessment, as necessary, and referred to appropriate programs to meet the basic skills and training needs of the applicant.⁵

Registration and Participation

Registration is the process for collecting information to support a determination of eligibility. This information may be collected through methods that include electronic data transfer, personal interview, or an individual's application. Participation occurs after the registration process of collecting information to support an eligibility determination and begins when the individual receives a staff-assisted WIOA service, which does not include self-service or informational activities.⁶

⁴ WIOA section 129(c)(3)(A)

⁵ WIOA section 129(c)(3)(B)

⁶ 20 CFR § 680.110(a)

- Adults and dislocated workers who receive services funded under Title I other than self-service or informational activities must be registered and must be a participant.⁷
- The WIOA Participation Date is the date following a determination of eligibility to participate in the program when the individual begins receiving a service funded by the program in either a physical location (One-Stop Career Center) or remotely through electronic technologies. The WIOA Participation date is the official point when the participant begins being counted in performance measures.
- In Nebraska, there is a limit of 90 days for validity of an application as it relates to eligibility. If over 90 days elapse between the WIOA Application Date and the WIOA Participation Date, then the application will be closed.

Enrollment

Enrollment in the WIOA youth program requires the collection of information to support an eligibility determination and participation in any of the fourteen WIOA youth program elements.⁸

- All youth who participate in the youth program must be enrolled in the WIOA program in order to receive any youth services.⁹
- A youth's dropout status is determined at the time of WIOA youth program enrollment. An individual who is out-of-school at the time of registration and subsequently placed in an alternative school, may be considered an out-of-school youth for the purposes of the 75 percent expenditure requirement for out-of-school youth.¹⁰
- Employment Opportunity data must be collected on every individual who is interested in being considered for WIOA Title I financially assisted aid, benefits, services, or training by a recipient, and who has signified that interest by submitting personal information in response to a request from a grant recipient or designated service provider.¹¹

Eligibility for Training Services

See **policy 4, "Adult Eligibility Policy"** and **policy 11, "Dislocated Worker Eligibility Policy"**

Objective Assessment

Local youth programs must provide an objective assessment of the academic levels, skill levels, and service needs of each participant. The assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of such participant, for the purpose of identifying appropriate services and career pathways for participants.¹²

⁷ 20 CFR § 680.110(b)

⁸ 20 CFR § 681.310(b)

⁹ 20 CFR § 681.310(a)

¹⁰ 20 CFR § 681.240

¹¹ 20 CFR § 680.110(c)

¹² WIOA Section 129(c)(1)(A)

A new assessment of a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent assessment of the participant conducted pursuant to another education or training program.¹³

Individual Employment Plan – Adult & DLW

- The individual employment plan (IEP) is an individual career service, under Section 134(c)(2)(A)(xii)(II), that is jointly developed by the participant and career planner when determined appropriate by the One-Stop operator or One-Stop partner. The plan is an ongoing strategy to identify employment goals, achievement objectives, and the appropriate combination of services for the participant to achieve the employment goals.¹⁴
- If determined appropriate based on the need of the individual participant, the “combination of services” includes supportive services.
- The development of an IEP is only one of the career services that may be provided to adults and dislocated workers determined to be in need of such service; it is not a condition to receive that service.

Individual Service Strategy - Youth

- Local youth programs must develop Individual Service Strategies (ISS) for each participant that are directly linked to one or more of the indicators of performance described in Section 116(b)(2)(A)(ii) of WIOA, and that shall identify career pathways that include education and employment goals (including, in appropriate circumstances, nontraditional employment), appropriate achievement objectives, and appropriate services for the participant taking into account the objective assessment.¹⁵
- A new service strategy for a youth participant is not required if the provider carrying out such a program determines it is appropriate to use a recent service strategy developed for the participant.¹⁶

Supportive Services

See **policy 21, "Supportive Service Policy"**

Training Decisions for Adults and Dislocated Workers

After an interview, evaluation, or assessment, and career planning before deciding on training, the career planner must ask these questions:

1. Has the participant met the qualifications to be eligible for training services (i.e., received either an interview, planning or any other method through which the One-Stop operator or partner can obtain information and make an eligibility determination to be determined eligible for training service)?¹⁷

¹³ Id.

¹⁴ 20 CFR § 680.180

¹⁵ WIOA Section 129(c)(1)(B)

¹⁶ Id.

¹⁷ WIOA Section 134(c)(3)(A)(i) and (ii); 20 CFR § 680.220(a)

- There is no federally-required minimum time period for participation in career services before receiving training services.¹⁸
- 2. Does the participant have the skills and qualifications to successfully complete the selected training program?
- 3. Is the program of training services directly linked to the employment opportunities either in the local area or in another area to which the participant is willing to relocate?
- 4. Is there another funding source willing to pay the costs of the training, including such sources as state-funded training funds, Trade Adjustment Assistance and Federal Pell Grants?
- 5. If funding is limited in the local area, does the adult participant meet the priority requirements given to recipients of public assistance and other low-income individuals?

Selection by the participant of eligible providers is made in consultation with the career planner. [Refer to **Eligible Training Provider and Individual Training Account policies.**]

Exits

For purposes of performance calculations, exit is the last date of service after which an individual received services through the adult, dislocated worker, or youth program under WIOA Title I, the Adult Education and Literacy program under WIOA Title II, or the employment services authorized by Wagner Peyser as amended by WIOA Title III, and no future services other than follow-up services are planned.¹⁹ Ninety days of no service does not include self-service or information-only activities or follow-up services.²⁰

Everyone who has a WIOA Participation Date in NEworks shall be assigned a WIOA Case Closure when he or she is finished receiving WIOA-funded services and is not scheduled for future services. In NEworks, the WIOA Case Closure interface is only available after each valid activity has an actual end date. The Case Closure is initially subject to change for 90 consecutive calendar days, at which time if no further services have been received, it becomes the official outcome/exit date. Every WIOA participant receiving an exit date shall be counted in WIOA performance with the exception of a participant satisfying one of the following global exclusions, either at the time of exit or during the three-quarter measurement period following the exit quarter: institutionalized; deceased; health/medical; family care; relocated to a mandated program (youth only); reservists called to active duty who choose not to return to WIOA; or invalid or missing social security number. For more detailed information, refer to the "Program Exit" policy.

Follow-Up/Post Placement Contact

Adult and dislocated workers follow up services, as described in Section 134(c)(2)(A)(xiii) of WIOA and 20 CFR § 678.430(c), must be made available, as appropriate, for a minimum of 12 months following the first day of

¹⁸ 20 CFR § 680.220(b)

¹⁹ 20 CFR § 677.150(c)(1)(i)(B)

²⁰ 20 CFR § 677.150(c)(1)(i)(A)

employment, to registered participants who are placed in unsubsidized employment.²¹ Follow-up services must be provided, as appropriate, including: counseling regarding the workplace, for participants in adult or dislocated worker workforce investment activities who are placed in unsubsidized employment, for up to 12 months after the first day of employment.²²

Local programs must make follow-up services available to all youth participants for not less than 12 months after the completion of participation.²³ Follow-up services are critical services provided following a youth's exit from the program to help ensure the youth is successful in employment and/or post-secondary education and training.²⁴ A list of potential follow-up services for youth can be found at 20 CFR § 681.580(b). Follow-up services may be provided beyond 12 months at the state or local board's discretion.²⁵ However, follow-up services must include more than only a contact attempted or made for securing documentation in order to report a performance outcome.²⁶

Documentation

- An individual's case file must contain a determination of need for training services under 20 CFR § 680.210, as determined through the interview, evaluation, or assessment, and career planning informed by local labor market information and training provider performance information, or through any other career service received. There is no requirement that career services be provided as a condition to receipt of training services; however, if career services are not provided before training, the local board must document the circumstances that justified its determination to provide training services without first providing the career services described in 20 CFR § 680.220(a).²⁷ There is no federally-required minimum time period for participation in career services before receiving training services.²⁸
- The case management file for enrollments prior to July 1, 2012 may be either hard copy, electronic, or both. All case management/career planning files that would be subject to a Federal or State Monitor review because the application date is on or after July 1, 2012 will be electronic.
- For registered participants, a standardized electronic record that includes appropriate performance information must be maintained at the local level.

Procedure

The operations manual will outline career planning best practices.

²¹ 20 CFR § 680.150(c)

²² 20 CFR § 678.430

²³ 20 CFR § 681.460(a)(9)

²⁴ 20 CFR § 681.580(a)

²⁵ 20 CFR 681.580(c)

²⁶ WIOA Section 129(c)(2)(I)

²⁷ 20 CFR § 680.220(b)

²⁸ 20 CFR § 680.220(b)

Disclaimer

This policy is based on Greater Nebraska's reading of the applicable statutes, regulations, rules and guidance released by the U.S. Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

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INSTRUCTIONS: Provide the lead local board’s policy on complaints and grievances of a non-discriminatory nature, which must comply with WIOA Section 181(c).

Complaint and Grievances of a Non-Discriminatory Nature Policy

Greater Nebraska Workforce Development Area

550 South 16th Street
Lincoln, NE 68508
402-471-9878
ndol.greaternebraska@nebraska.gov

Policy No. 8

Effective Date **7/1/2017**
Supersedes **Complaint & Grievance Procedure – Attachment I**

Revision Date
Revision No.
Approval **GNWDB**

DRAFT

Policy is under review and will be updated before July 1, 2017.

INSTRUCTIONS: Provide the lead local board’s policy on conflict of interest.

Conflict of Interest Policy

Greater Nebraska Workforce Development Area

550 South 16th Street
Lincoln, NE 68508
402-471-9878
ndol.greaternebraska@nebraska.gov

Policy No.	9
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Effective Date	7/1/2017
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Supersedes	
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Revision Date	
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Revision No.	
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Approval	GNWDB
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Reference

- Workforce Innovation and Opportunity Act (WIOA) Sec. 101, 102, and 107;
- Workforce Innovation and Opportunity Act – Notice of Proposed Rulemaking, 20 CFR §§ 679.430, 683.200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Final Rule (Uniform Guidance), 2 CFR 200, Nebraska Department of Labor (NDOL) Interim Policy on Conflict of Interest

Purpose

This conflict of interest policy ensures that individuals employed by or representatives of organizations entrusted with WIOA Title 1b funds and their immediate family members will not personally or professionally benefit from the award or expenditure of such funds.

Background

The regional plan requires that local’s areas have a conflict of interest policy.

Action

All staff and partners at all levels of participation in the Greater Nebraska Workforce Development Area (GNWDA) funded by the Workforce Innovation and Opportunity Act (WIOA) Title 1b are expected to read, understand and apply this policy to ensure system integrity and effective oversight of the local area. Questions and comments should be submitted in writing to the Greater Nebraska WIOA Mailbox: ndol.greaternebraska@nebraska.gov.

Policy

Workforce Coordinators

Workforce coordinators cannot enroll, case manage, or otherwise directly work with family members as participants, applicants, or registrants. When a family member of a workforce coordinator is in need of services,

that person must be assigned to a different workforce coordinator in order to avoid a real or apparent conflict of interest.¹

Managers & Administrative Entity Staff

Managers and administrative entity staff must report any real or apparent conflicts of interest to their supervisor.

Workforce Board & Chief Elected Officials Board

All members shall comply with the provisions of §§49-1499 through 49-14,103.03 Nebraska Revised Statutes.

No member may receive anything of value as a result of a benefit conferred by the GNWDB/CEOB upon any person, business or organization.

A Local Board member must disclose with particularity the nature and extent of any financial interest in or affiliation with any person, business or organization that is seeking anything of value from the GNWDB/CEOB prior to consideration of the request by the Local Board. A disclosure period will be provided to the members.

When a potential conflict exists, the Local Board Member must prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict, and if he or she will not abstain from voting, deliberating, or taking other action on the matter, the statement shall state why, despite the potential conflict, he or she intends to vote or otherwise participate; and deliver a copy of the statement to the Board Chair, who shall cause the statement to be filed as a matter of public record.

No member shall vote on a question in which he or she has a direct or indirect personal or pecuniary interest not common to other members of the GNWDB/CEOB. The member of the Board may abstain from voting, deliberating, or taking other action on the matter on which the potential conflict exists. The minutes of the meeting shall record compliance with this requirement. The interested member may briefly state his or her position regarding the subject or may answer questions of other members, since his or her knowledge may be of assistance.²

Entities Performing Multiple Functions

The Nebraska Department of Labor functions simultaneously in a variety of roles, including One-Stop operator, service provider for adult, dislocated worker, and youth programs, administrative entity, and as the governing body for State WIOA policy.

Steps have been taken, when possible to, silo these roles. The Office of Employment and Training (E&T) is divided into three branches; Program Support/Quality Assurance, Operations/Service Delivery, and Policy/Technology. Each branch has its own administrator and acts independently to a great extent. All administrators report to the Director of E&T. Program Support/Quality Assurance provides administrative entity services, Operations/Service Delivery delivers One-Stop operator and WIOA Title 1 programs (adult, DLW, & youth), and Policy/Technology is responsible for State WIOA Title 1 policy.

¹ NDOL Interim Policy on Conflict of Interest

² Attachment 5. GNWDB Bylaws

Procurement Process

The local area follows the procurements policies and procedures of the Nebraska Department of Administrative Services. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the grant recipient and subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.³

Disclaimer

This policy is based on Greater Nebraska's reading of the applicable statutes, regulations, rules and guidance released by the U.S. Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

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³ 2 CFR § 200.318(c)(1)

INSTRUCTIONS: Provide the lead local board’s policy on contracting with training providers for training services. This refers to training outside of the Eligible Training Provider List.

Contracting with Training Providers for Training Services Policy

Greater Nebraska Workforce Development Area

550 South 16th Street
Lincoln, NE 68508
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ndol.greaternebraska@nebraska.gov

Policy No. 10

Effective Date **7/1/2017**
Supersedes **Procedure of Individual Training Accounts– Attachment L (7/1/2014)**

Revision Date
Revision No.
Approval **GNWDB**

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Reference

- Workforce Innovation and Opportunity Act (WIOA), Sections 122 and 134;
- WIOA Notice of Proposed Rulemaking, 20 CFR §§ 680.300-680.340;
- Higher Education Act (HEA) of 1965, as amended by the College Cost Reduction Act of 2007; TEGL 10-09, Attachment A;
- TEN 11-09; and Pell Grants and Other Financial Aid Issues Policy;
- Nebraska Department of Labor (NDOL) Interim Policy on Individual Training Accounts.

Purpose

This policy establishes a local policy for providing training outside of the Individual Training Accounts (ITAs) process.

Background

The Workforce Innovation and Opportunity Act mandates that all training services (except for limited exception identified in policy) be provided through the use of ITAs and that eligible individuals shall receive ITA’s through the one-stop delivery system.¹

¹ WIOA Section 134(c)(3)(G)

Action

Effective 7/1/2017, The Greater Nebraska Workforce Development Board and service provider staff must implement this policy. Questions and comments should be submitted in writing to the Greater Nebraska WIOA Mailbox: ndol.greaternebraska@nebraska.gov.

Policy

Exceptions to Eligible Training Providers List

Contracts for services may be used instead of Individual Training Accounts (ITAs) only when one (1) or more of the following five (5) exceptions apply and the local area has fulfilled the consumer choice requirements described below:²

1. When the services provided are on-the-job training (OJT), customized training, incumbent worker training, or transitional employment;
2. When the local board determines that there are an insufficient number of eligible training providers in the local area;
3. When the local board determines that there is a training services program of demonstrated effectiveness offered in the area by a community-based organization or another private organization to serve individuals with barriers to employment;
4. When the local board determines that it would be most appropriate to contract with an institution of higher education or other eligible provider of training services that will facilitate the training of multiple individuals in in-demand industry sectors or occupations, provided that the contract does not limit consumer choice; or
5. When the local board is considering entering into a pay-for-performance contract, and the local board ensures the contract is consistent with WIOA requirements on pay-for-performance contracts (see 20 CFR § 683.510).

Exceptions are intended to meet special needs and should be used infrequently.

Selecting Training Providers

The Strategic Planning Committee will review and make the determination of whether a program meets the guidelines below:

1. One of the five exceptions apply.
2. Program was not approved as an eligible program by NDOL.
3. Training is limited to short-term training (no more than six months).

² 20 CFR § 680.320(a)

4. Serves to provide needed training to participants in order to follow a career path that will lead to H3 employment.
5. Training demonstrates effectiveness particular as it applies to individuals with barriers to employment to be served.

Individuals with barriers to employment include the following:

- i. Displaced homemakers;
 - ii. Low-income individuals
 - iii. Native American Indians, Alaska Natives, and Native Hawaiians;
 - iv. Individuals with disabilities
 - v. Older individuals, i.e., those aged 55 or over
 - vi. Ex-offenders
 - vii. Homeless individuals;
 - viii. Youth who are in or have aged out of the foster care system;
 - ix. Individuals who are English language learners;
 - x. Individuals who have low levels of literacy
 - xi. Individuals facing substantial cultural barriers
 - xii. Eligible migrant and seasonal farmworkers [defined in Sec. 167(i) of WIOA]; xvi. individuals with two (2) years of exhausting lifetime eligibility under Temporary Assistance for Needy Families (TANF);
 - xiii. Single-parents (including single pregnant women);
 - xiv. Long-term unemployed individuals; and
 - xv. Other groups determined by the governor to have barriers to employment.
6. Training aligns with local and regional plan.

If the above criteria is been met, the Strategic Planning Committee can than make a recommendation to the Greater Nebraska Workforce Development Board (GNWDB). If the motion is approved. The following steps will be taken.

1. Contracting for classes will follow the Department of Administrative Services procurement policy.
2. A thirty (30) day public comment period will be allowed for interested providers.
3. Priority will be given to training provider's institution that have already been approved by NDOL but the individual program was not.

4. The training provider is required to:
- a. Demonstrate adequate management, administrative capacity, and resources (financial and human) necessary for the proper operation of the Training Provider and to meet obligations to students
 - b. Demonstrate that all educational programs are sound and current and that the employment community is actively involved in discussions about how to develop and maintain programs that are relevant, current, and accurately reflect industry requirements
 - c. Demonstrate that faculty have the appropriate prior work experience, education and teaching qualifications necessary to support the institutions educational programs
 - d. Demonstrate appropriate admissions requirements, recruitment practices, student services, and monitoring of student progress toward graduation
 - e. Measure student outcomes quantitatively in areas such as rates of graduation and graduate employment and to use graduation rates and employment rates as a means to focus qualitative efforts toward continuous institutional effectiveness and improvement
 - f. Demonstrate an institutional mission, vision and/or goals that support the preparation of students to meet local workforce needs
 - g. Demonstrate commitment to local workforce development initiatives by describing current partnerships with local community agencies and business partners
 - h. Demonstrate a commitment to internal services, such as career placement, that support student growth and career support
 - i. Commit to compliance to all WIOA compulsory assurances

Disclaimer

This policy is based on Greater Nebraska's reading of the applicable statutes, regulations, rules and guidance released by the U.S. Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

INSTRUCTIONS: Provide the lead local board’s policy on eligibility for the WIOA Title IB Dislocated Worker program.

Dislocated Worker Eligibility Policy

Greater Nebraska Workforce Development Area

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Policy No.	11
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Effective Date	7/1/2017
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Supersedes	
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Revision Date	
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Revision No.	
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Approval	GNWDB
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Reference

- Workforce Innovation and Opportunity Act Sections 3, 134, and 189. Workforce Innovation and Opportunity Act – Notice of Proposed Rulemaking, 20 CFR §§ 680.110, 680.120, 680.130, 680.210, 680.220, 680.650, 681.430, 681.440, 683.230;
- Neb. Rev. Stat. § 4-108; 38 U.S.C. §§ 101, 4215.

Purpose

This policy establishes criteria for dislocated worker program eligibility in the local area.

Background

Eligibility criteria for the dislocated worker program is defined under the provisions of the Workforce Innovation and Opportunity Act.

Action

Effective 7/1/2017, regional managers, workforce coordinators, and other service provider staff must implement this policy.

Policy

WIOA Section 3(15) defines “dislocated worker”, for purposes of qualifying for services under WIOA Section 134, as an individual who meets one of the following five parts:

Part I

1. Has been terminated or laid off, or who has received a notice of termination or layoff, from employment;

- a. Is eligible for or has exhausted entitlement to unemployment compensation; or
 - b. Has been employed for a duration sufficient to demonstrate, to the appropriate entity at a One-Stop center referred to in Section 121(e), attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and
2. Is unlikely to return to a previous industry or occupation (see "**Unlikely to Return**" subheading below).¹

Part II

1. Has been terminated or laid off, or has received a notice of termination or layoff from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise;
2. Is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or
3. For purposes of eligibility to receive services other than training services described in Section 134(c)(3), career services described in Section 134(c)(2)(A)(xii), or supportive services, is employed at a facility at which the employer has made a general announcement that such facility will close.²

Part III

1. Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides, or because of natural disasters.³

Part IV

1. Is a displaced homemaker.⁴

Displaced Homemaker – WIOA Section 3(16) defines “displaced homemaker” as an individual who has been providing unpaid services to family members in the home and who:

- Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment; and either
 - Has been dependent on the income of another family member but is no longer supported by that income; or
 - Is the dependent spouse of a member of the Armed Forces on active duty⁵ and whose family income is significantly reduced because of:

¹ WIOA Section 3 (15)(A)

² WIOA Section 3 (15)(B)

³ WIOA Section 3 (15)(C)

⁴ WIOA Section 3 (15)(D)

⁵ As defined in 10 U.S.C. 101(d)(1)

- A deployment;⁶
- A call or order to active duty pursuant to a provision of law referred to in Section 101(a)(13)(B) of Title 10, United States Code;
- A permanent change of station; or
- The service-connected⁷ death or disability of the member.⁸

Part V

1. Is the spouse of a member of the Armed Forces on active duty⁹ and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or
2. Is the spouse of a member of the Armed Forces on active duty and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.¹⁰

In order to receive services as a dislocated worker, the individual must be 18 years of age or older.¹¹

In determining eligibility, the governor and local boards may establish policies and procedures for One-Stop operators to use in determining an individual's eligibility as a dislocated worker, consistent with the definition at Section 3(15) of WIOA. These policies and procedures may address such conditions as:

1. What constitutes a "general announcement" of plant closing under Section 3(15)(B)(ii) or (iii) of WIOA; and
2. What constitutes "unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters" for determining the eligibility of self-employed individuals, including family members and farm workers or ranch hands, under Section 3(15)(C) of WIOA.¹²

Unlikely to Return

In order to be considered as unlikely to return to a previous industry or occupation, an individual must meet at least one of the following criteria:

- Individual worked in a declining industry or occupation, as documented on state or locally developed labor market statistic lists of such industries or occupations. State labor market data lists are available from the Nebraska Department of Labor's Labor Market Information Division. Local lists must be developed by an appropriate entity, such as the local workforce development board, economic development agency, a qualified consultant/educational entity, or other valid public use quality source of labor market information.

⁶ As defined in 10 U.S.C. 991(b)

⁷ As defined by 38 U.S.C. 101(16)

⁸ WIOA Section 3(16)

⁹ As defined by 10 U.S.C § 101(d)(1)

¹⁰ WIOA Section 3(15)(E)

¹¹ 20 CFR § 680.120

¹² 20 CFR § 680.130

- Individual worked in an industry or occupation for which there are limited job orders in NEworks at the time of eligibility determination, as documented by the assigned Career Planner.
- Individual is insufficiently educated and/or does not have the necessary skills for reentry into the former industry or occupation, as documented through an in-take orientation process or assessment of the client's educational achievement levels, testing, or other suitable means.
- Individual has had a lack of job offers as documented by the assigned Case Manager, rejection letters from employers in the area, or other documentation of unsuccessful efforts to obtain employment in the prior industry or occupation.
- Individual cannot return to their previous industry or occupation because they have physical or other limitations, which would prevent reentry into the former industry or occupation, as documented by a physician or other applicable professional (e.g., psychiatrist, psychiatric social worker, chiropractor, etc.). In circumstances where support documentation is not available, an applicant self-attestation may be utilized to demonstrate unlikely to return.
- Individuals that may have worked seasonally can be considered unlikely to work¹³ in a previous industry or occupation as a temporary or seasonal worker, for a variety of reasons such as:
 - Change in family situation that requires higher income;
 - Disability that precludes returning to the same industry or occupation;
 - Natural disaster that results in lost wages;
 - Loss of agricultural land;
 - Mechanization; or
 - Any significant variance to normal seasonal employment patterns resulting in uncertain return-to-work dates.
- Individuals laid off on a temporary basis with a specific return date and/or determined by Unemployment Insurance to be attached to an employer do not meet the criteria of unlikely to return work in a previous industry or occupation.

Required Employment and Training Activities

WIOA divides required employment and training activities provided by One-Stop operators and One-Stop partners into two categories: career services and training services. The eligibility requirements for services in these categories are different.

¹³ In making the determination if an applicant is unlike to return to a previous industry or occupation, it is important to recognize that data may be collected looking at either the industry in which the individual previously worked, or the specific occupation. For example, if an individual previously worked as a welder, supporting documentation could be gathered looking at the occupation (welding) or the industry (manufacturing). Using data collected from either occupation or industry is sufficient, documentation of both is not required. All data collected should be reflective of the industry or occupation in the area the applicant resides or previously worked.

Required Career Services

Section 134(c)(2)(A) of WIOA requires that local areas provide services that include, at a minimum:

1. Determinations of whether the individuals are eligible to receive assistance;
2. Outreach, intake (which may include worker profiling), and orientation to the information and other services available through the One-Stop delivery system;
3. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs;
4. Labor exchange services, including—
 - a. Job search and placement assistance and, in appropriate cases, career counseling, including—
 - i. Provision of information on in-demand industry sectors and occupations; and
 - ii. Provision of information on nontraditional employment and
 - b. Appropriate recruitment and other business services on behalf of employers, including small employers, in the local area, which services may include services described in this subsection, such as providing information and referral to specialized business services not traditionally offered through the One-Stop delivery system;
5. Provision of referrals to and coordination of activities with other programs and services, including programs and services within the One-Stop delivery system and, in appropriate cases, other workforce development programs;
6. Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including—
 - a. Job vacancy listings in such labor market areas;
 - b. Information on job skills necessary to obtain the jobs described in (a); and
 - c. Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for such occupations;
7. Provision of performance information and program cost information on eligible providers of training services as described in Section 122 of WIOA, provided by program, and eligible providers of youth workforce development activities described in Section 123 of WIOA, providers of adult education described in Title II, providers of career and technical education activities at the postsecondary level, and career and technical education activities available to school dropouts, under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et. Seq.), and providers of vocational rehabilitation services described in Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.);

- 8.** Provision of information, in formats that are usable by and understandable to One-Stop customers, regarding how the local area is performing on the local performance accountability measures and any additional performance information with respect to the One-Stop delivery system in the local area;
- 9.** Provision of information, in formats that are usable by and understandable to One-Stop center customers, relating to the availability of supportive services or assistance, including:
 - a.** Childcare, child support, medical or child health assistance under Title XIX or XXI of the Social Security Act (42 U.S.C. 1396 et seq. and 1397aa et seq.);
 - b.** Benefits under the Supplemental Nutrition Assistance Program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.);
 - c.** Assistance through the earned income tax credit under Section 32 of the Internal Revenue Code of 1986
 - d.** Assistance under a State program for Temporary Assistance for Needy Families funded under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.); and
 - e.** Other supportive services and transportation provided through funds made available under such part, available in the local area;
- 10.** Referral to the services or assistance described in item 9 as appropriate;
- 11.** Provision of information and assistance regarding filing claims for unemployment compensation;
- 12.** Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under WIOA;
- 13.** Services, if determined to be appropriate in order for an individual to obtain or retain employment, that consist of:
 - a.** Comprehensive and specialized assessments of the skill levels and service needs, which may include:
 - i.** Diagnostic testing and use of other assessment tools; and
 - ii.** In-depth interview and evaluation to identify employment barriers and appropriate employment goals;
 - b.** Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals;
 - c.** Group counseling;
 - d.** Individual counseling;
 - e.** Career planning
 - f.** Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct;

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- g.** Internships and work experiences that are linked to careers;
 - h.** Workforce preparation activities;
 - i.** Financial literacy services
 - j.** Out-of-area job search assistance and relocation assistance; or
 - k.** English language acquisition and integrated education and training programs; and
- 14.** Follow-up services, including counseling regarding the workplace, for participants in workforce development activities who are placed in unsubsidized employment, for not less than 12 months after the first day of employment, as appropriate.¹⁴

Eligibility for Career Services

There are no special eligibility requirements for participation by dislocated workers in career services under Section 134(c)(2) of WIOA. Unlike individuals in the adult program, there is no priority of service to low income individuals.¹⁵

Required Training Services

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As defined by Section 134(c)(3)(D) of WIOA, training services may include:

- 1.** Occupational skills training, including training for nontraditional employment;
- 2.** On-the-job training;
- 3.** Incumbent worker training;
- 4.** Programs that combine workplace training with related instruction, which may include cooperative education programs;
- 5.** Training programs operated by the private sector;
- 6.** Skill upgrading and retraining;
- 7.** Entrepreneurial training;
- 8.** Transitional jobs;
- 9.** Job readiness training provided in combination with the other services in this list;
- 10.** Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with any of the other services in this list; and

¹⁴ WIOA Section 134(c)(2)

¹⁵ 20 CFR § 680.610

11. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

Linkage to Occupations in Demand

Training services provided must be directly linked to an in-demand industry sector or occupation in the local area or the planning region, or in another area to which a dislocated worker receiving such services is willing to relocate, except that a local board may approve training services for occupations determined by the local board to be in sectors of the economy that have a high potential for sustained demand or growth in the local area.¹⁶

Eligibility for Training Services

Under Section 134(c)(3)(A) of WIOA, training services may be made available through dislocated worker funds to employed and unemployed dislocated workers who:

1. After an interview, evaluation, or assessment, and career planning, have been determined by a One-Stop operator or One-Stop partner, as appropriate, to
 - a. Be unlikely or unable to obtain or retain employment, that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through the career services;
 - b. Be in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment; and
 - c. Have the skills and qualifications to successfully participate in the selected program of training services;

Use of Previous Assessment – A One-Stop operator or One-Stop partner is not required to conduct a new interview, evaluation, or assessment of a participant if it determines that it is appropriate to use a recent interview, evaluation, or assessment of the participant conducted pursuant to another education or training program.¹⁷

2. Select programs of training services that are directly linked to the employment opportunities in the local area or the planning region, or in another area to which the adults or dislocated workers are willing to commute or relocate; and
3. Are unable to obtain other grant assistance for such training, including such sources as state-funded training funds, Trade Adjustment Assistance, and Federal Pell Grants, or require WIOA assistance in addition to other sources of grant assistance, including Federal Pell Grants.¹⁸ For further information, see the **“Individual Training Accounts”** policy.

Require assistance – See **Policy 20, “Requires Additional Assistance” Policy**

¹⁶ WIOA Section 134(c)(3)(G)(iii)

¹⁷ 20 CFR § 680.210

¹⁸ 20 CFR § 680.210

Permissible Employment and Training Activities

In addition to the required career and training activities, local areas may provide:

1. Customized screening and referral of qualified participants in training services to employers;
2. Customized employment-related services to employers, employer associations, or other such organizations on a fee-for-service basis;
3. Implementation of a pay-for-performance contract strategy for training services, for which the local board may reserve and use not more than 10 percent of the total adult or dislocated worker funds allocated to the local area;
4. Customer support to enable individuals with barriers to employment (including individuals with disabilities) and veterans, to navigate among multiple services and activities for such populations;
5. Technical assistance for One-Stop operators, One-Stop partners, and eligible providers of training services, regarding the provision of services to individuals with disabilities in local areas, including the development and training of staff, the provision of outreach, intake, assessments, and service delivery, the coordination of services across providers and programs, and the development of performance accountability measures;
6. Employment and training activities provided in coordination with—
 - a. Child support enforcement activities of the state and local agencies carrying out part D of Title IV of the Social Security Act (42 U.S.C. 651 et seq.);
 - b. Child support services, and assistance, provided by state and local agencies carrying out part D of Title IV of the Social Security Act (42 U.S.C. 651 et seq.);
 - c. Cooperative extension programs carried out by the Department of Agriculture; and
 - d. Activities to facilitate remote access to services provided through a One-Stop delivery system, including facilitating access through the use of technology;
7. Activities—
 - a. To improve coordination between workforce development activities and economic development activities carried out within the local area involved, and to promote entrepreneurial skills training and microenterprise services;
 - b. To improve services and linkages between the local workforce development system (including the local One-Stop delivery system) and employers, including small employers, in the local area, through services described in this section; and
 - c. To strengthen linkages between the One-Stop delivery system and unemployment insurance programs;

- 8.** Training programs for displaced homemakers and for individuals training for nontraditional occupations, in conjunction with programs operated in the local area;
- 9.** Activities to provide business services and strategies that meet the workforce development needs of area employers, as determined by the local board, consistent with the local plan, which services—
 - a.** May be provided through effective business intermediaries working in conjunction with the local board, and may also be provided on a fee-for-service basis or through the leveraging of economic development, philanthropic, and other public and private resources in a manner determined appropriate by the local board; and
 - b.** May include—
 - i.** Developing and implementing industry sector strategies (including strategies involving industry partnerships, regional skills alliances, industry skill panels, and sectoral skills partnerships);
 - ii.** Developing and delivering innovative workforce development services and strategies for area employers, which may include career pathways, skills upgrading, skill standard development and certification for recognized postsecondary credential or other employer use, apprenticeship, and other effective initiatives for meeting the workforce development needs of area employers and workers;
 - iii.** Assistance to area employers in managing reductions in force in coordination with rapid response activities and with strategies for the aversion of layoffs, which strategies may include early identification of firms at risk of layoffs, use of feasibility studies to assess the needs of and options for at-risk firms, and the delivery of employment and training activities to address risk factors; and
 - iv.** The marketing of business services offered under Title I, to appropriate area employers, including small and mid-sized employers;
- 10.** Activities to adjust the economic self-sufficiency standards²² for local factors, or activities to adopt, calculate, or commission for approval, economic self-sufficiency standards¹⁹ for the local areas that specify the income needs of families, by family size, the number and ages of children in the family, and substate geographical considerations;
- 11.** Improved coordination between employment and training activities and programs carried out in the local area for individuals with disabilities, including programs carried out by state agencies relating to intellectual disabilities and developmental disabilities, activities carried out by Statewide Independent Living Councils established under section 705 of the Rehabilitation Act of 1973 (29 U.S.C. 796d), programs funded under part B of Chapter 1 of Title VII of such Act (29 U.S.C. 796e et seq.), and activities carried out by centers for independent living, as defined in section 702 of such Act (29 U.S.C. 796a); and

¹⁹ Referred to in WIOA Section 134(a)(3)(A)(xii)

- 12.** Implementation of promising services to workers and businesses, which may include support for education, training, skill upgrading, and statewide networking for employees to become workplace learning advisors and maintain proficiency in carrying out the activities associated with such advising.²⁰

Rules of Construction

Nothing in this policy or in WIOA should be construed to mean an individual is required to receive career services prior to receiving training services.²¹

Work Support Activities for Low-Wage Workers

Funds for dislocated workers may be used to provide work support activities designed to assist low-wage workers in retaining and enhancing employment. The One-Stop partners of the system shall coordinate the appropriate programs and resources of the partners with the activities and resources provided under Section 134(d)(1)(B) of WIOA [Work Support Activities for Low-Wage Workers].

These activities may include the provision of activities in a manner that enhances the opportunities of such worker to participate in the activities, such as the provision of activities described in this section during nontraditional hours and the provision of onsite child care while such activities are being provided.²² Work support activities may also include any activities available under the WIOA dislocated worker program in coordination with activities and resources available through partner programs.²³

Supportive Services

Funds for dislocated workers may be used to provide supportive services to dislocated workers who:

1. Are participating in programs with career or training activities; and
2. Are unable to obtain such supportive services through other programs providing such services.²⁴

Supportive Services Definition -

– Section 3(59) of WIOA defines supportive services as services such as transportation, child care, dependent care, housing, and needs-related payments, that are necessary to enable an individual to participate in activities authorized by WIOA.

See **Policy 21, "Supportive Service Policy"** for additional information

²⁰ WIOA Section 134(d)

²¹ WIOA Section 134(c)(3)(A)(iii)

²² WIOA Section 134(d)(1)(B)

²³ 20 CFR § 680.140

²⁴ WIOA Section 134(d)(2)

Needs Related Payments

Funds for dislocated workers may be used to provide needs-related payments to dislocated workers who are unemployed and do not qualify for (or have ceased to qualify for) unemployment compensation for the purpose of enabling such individuals to participate in programs of training services.²⁵

Eligibility Requirement for Needs-Related Payments

A dislocated worker who has ceased to qualify for unemployment compensation may be eligible to receive needs-related payments only if such worker was enrolled in the training services

1. By the end of the 13th week after the most recent layoff that resulted in a determination of the worker's eligibility for employment and training activities for dislocated workers; or
2. If later, by the end of the 8th week after the worker is informed that a short-term layoff will exceed 6 months.²⁶

See the "**Supportive Service Policy**" for additional information.

Priority for Veterans

Covered persons receive priority of service in all Department of Labor-funded training programs under 38 U.S.C. § 4215 and described in 20 § CFR 1010.²⁷ A veteran must still meet each program's eligibility criteria to receive services under the respective employment and training program.²⁸

The term "**covered person**" as defined in section 2(a) of the Jobs for Veterans Act [38 U.S.C. 4215(a)] means a veteran or eligible spouse.²⁹

"**Veteran**" means a person who served at least one day in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. § 101(2). Active service includes full-time Federal service in the National Guard or a Reserve component.³⁰ Active service does not include full-time duty performed strictly for training purposes unless the individual was disabled or died from a disease or injury incurred or aggravated in the line of duty.³¹

"**Eligible Spouse**" means the spouse of any of the following:

1. Any veteran who died of a service-connected disability;

²⁵ WIOA Section 134(d)(3)(A)

²⁶ WIOA Section 134(d)(3)(B)

²⁷ 20 CFR § 680.650

²⁸ 20 CFR § 680.650

²⁹ 38 U.S.C. § 4215(a)(1)

³⁰ 38 U.S.C. §§ 101(21), (24)

³¹ 38 U.S.C. § 101(24)

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2. Any member of the Armed Forces serving on active duty who, at the time of application for the priority, is listed in one or more of the following categories and has been so listed for a total of more than 90 days: (I) missing in action, (II) captured in the line of duty by a hostile force, or (III) forcibly detained or interned in the line of duty by a foreign government or power;
3. Any veteran who has a total disability resulting from a service-connected disability, as evaluated by the Department of Veterans Affairs; or
4. Any veteran who died while a disability, as indicated in paragraph 3 (above), was in existence.³²

The term “**priority of service**” means, with respect to any qualified job training program, that a covered person shall be given priority over a non-covered person for the receipt of employment, training, and placement services provided under that program, notwithstanding any other provision of the law.³³

For income-based eligibility determinations, amounts paid while on active duty or paid by the Department of Veterans Affairs for vocational rehabilitation, disability payments, or related VA-funded programs are not to be considered as income in accordance with 38 U.S.C. § 4213 and 20 CFR § 683.230.³⁴ This applies when determining if a person is a “low-income individual” for eligibility purposes (for example, in WIOA youth programs). It also applies when income is used as a factor when the local area provides priority of service for “low income individuals” with Title I WIOA funds.³⁵

Registration

Registration is the process for collecting information for supporting a determination of eligibility. This information may be collected through methods that include electronic data transfer, personal interview, or an individual’s application.

- Adults who receive services funded under WIOA Title I other than self-service or informational activities must be registered and determined eligible and must be a participant.³⁶
- Equal Employment Opportunity data must be collected on every individual who is interested in being considered for WIOA Title I financially assisted aid, benefits, services, or training by a recipient, and who has signified that interest by submitting personal information in response to a request from the grant recipient or designated service provider.³⁷

³² 38 U.S.C. § 4215(a)(1)(B)

³³ 38 U.S.C. § 4215(a)(3)

³⁴ 20 CFR § 680.650

³⁵ 20 CFR § 683.230

³⁶ 20 CFR § 680.110(b)

³⁷ 20 CFR § 680.110(c)

Concurrent Enrollment

Under Section 3 of WIOA, eligible adults are defined as individuals age 18 or older.³⁸ WIOA defines eligible youth as 14 through 21 years of age, if in-school youth,³⁹ and 16 through 24, if out-of-school youth.⁴⁰

Thus, individuals between the ages of 18 through 24 [at registration] may be eligible for both adult and youth programs.

- Eligible individuals who are 18 through 24 years old [at registration] may participate in adult and youth programs concurrently. Such individuals must be eligible under the youth and adult/dislocated worker eligibility criteria applicable to the services received. Local program operators should determine the appropriate level and balance of services under the youth and adult programs. This determination should be driven by program design and services provided.⁴¹
- Local program operators must identify and track the funding streams which pay the costs of services provided to individuals who are participating in youth and adult/dislocated worker programs concurrently, and ensure that services are not duplicated.⁴²

A local program should determine the appropriate program for the participant based on the service needs of the participant and if the participant is career-ready based on an objective assessment of their occupational skills, prior work experience, employability, and participants needs as required in Section 129(c)(1)(A) of WIOA.⁴³

Application Time Limit

NEworks is used by all of the American Job Centers in Nebraska to collect data items of several of the One-Stop partners. The WIOA Application Date is the date when the WIOA Application is created. When entering it on NEworks, it cannot be a date in the future. The WIOA Participation Date is the date following a determination of eligibility (when necessary) to participate in the program when the individual begins receiving a service funded by the program in either a physical location (American Job Center) or remotely through electronic technologies. It counts as the official point when the participant begins counting in performance measures.

Under this policy, if over 90 days elapse between the WIOA Application Date and the WIOA Participation Date, then the application will be closed. Even with the ninety-day limit, there are several items on NEworks that must be verified and updated (when appropriate) at the date of WIOA participation including: Education Level; School Status, Employment Status, Enrolled in Education at Participation, Unemployment Compensation, and Age at Participation. A youth's dropout status must be verified at the time of WIOA youth program enrollment.⁴⁴

³⁸ WIOA Section 3(2)

³⁹ WIOA Section 129(a)(1)(C)

⁴⁰ WIOA Section 129(a)(1)(B)

⁴¹ 20 CFR § 681.430(a)

⁴² 20 CFR § 681.430(b)

⁴³ 20 CFR § 681.440

⁴⁴ 20 CFR § 681.240

Non-Discrimination

Section 188 of WIOA provides that no individual may be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.⁴⁵

Participation in programs and activities must also be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States. Individuals with employment authorization may access any WIOA services for which they otherwise would qualify.⁴⁶

Verification of Lawful Presence

Each agency responsible for determining eligibility for WIOA benefits in Nebraska is required to:

1. Have each applicant for WIOA services attest that he or she is a U.S. citizen or a qualified alien. This must be done using the format prescribed by the Nebraska Department of Administrative Services (DAS).⁴⁷

* If in the above Step 1, the applicant indicates he or she is an alien, then complete Step 2 as follows:

2. Verify his or her lawful presence in the United States using the SAVE (Systematic Alien Verification for Entitlements) Program operated by the U.S. Department of Homeland Security.

Enforcement of Military Selective Service Act

Local programs shall ensure that each individual participating in any program established under Title I of WIOA or receiving any assistance or benefit under such Title, has not violated Section 3 of the Military Selective Services Act (50 U.S.C. App. 453) by not presenting and submitting to registration as required pursuant to such section.⁴⁸

Disclaimer

This policy is based on Greater Nebraska's reading of the applicable statutes, regulations, rules and guidance released by the U.S. Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

Policy 11: Appendix 1

Nebraska's Census Tracts Meeting "High Poverty" Definition

(30% or more of Household at or below the Poverty Line)

⁴⁵ WIOA Section 188(a)(2)

⁴⁶ WIOA Section 188(a)(5)

⁴⁷ Neb. Rev. Stat. § 4-108

⁴⁸ WIOA Section 189(h)

Table 1. Greater Nebraska Workforce Development Area high poverty census tracts

Census Tract	Estimated Number	Estimated Number Below Poverty	Percent Below Poverty
Census Tract 101, Dakota County, Nebraska	2,238	863	38.56%
Census Tract 9696, Buffalo County, Nebraska	1,644	517	31.45%

DRAFT

INSTRUCTIONS: Provide the lead local board’s policy on training providers.

Eligible Training Providers Policy

Greater Nebraska Workforce Development Area

550 South 16th Street
Lincoln, NE 68508
402-471-9878
ndol.greaternebraska@nebraska.gov

Policy No.	12
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Effective Date	7/1/2017
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Supersedes

Revision Date

Revision No.

Approval	GNWDB
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Reference

NDOL Interim Policy on Eligible Training Provider Initial and Continued Eligibility

Purpose

This policy identifies the responsibilities for maintaining and accessing Nebraska’s Eligible Training Provider program in the local area.

Background

The Workforce Innovation and Opportunity Act mandates that an Eligible Training Provider List be maintained.

Action

Effective 7/1/2017, the Administrative Entity, NDOL finance staff, and related service provider staff must implement this policy. Questions and comments should be submitted in writing to the Greater Nebraska WIOA Mailbox: ndol.greaternebraska@nebraska.gov.

Policy

The Governor has designated Nebraska Department of Labor (NDOL) as the agency responsible for determining the eligibility of training providers. NDOL plays a leadership role in ensuring the success of the Nebraska Eligible Training Provider (ETP) program in partnership with local boards and the one-stop delivery system and its partners.

Providers on the ETP list are the ONLY entities eligible to receive funding through Individual Training Accounts (except for limited exception identified in the policy 10, Contracting with Training Providers Policy).

For additional information about ITA's, see **policy 14, "Individual Training Accounts"**.

The Greater Nebraska Workforce Development Board (GNWDB) has a statutory responsibility related to Nebraska's ETP program and must:

- Carry out ETP-related procedures and practices assigned by NDOL;
- Work with NDOL to ensure sufficient numbers and types of providers serving the local area, including providers with expertise in serving individuals with disabilities and adults in need of education and literacy activities; and
- Ensure the dissemination and appropriate use of the ETPL through the local one-stop delivery system.

In addition, the GNWDB may:

- Make recommendations to NDOL on the procedures used in determining eligibility;
- Require additional criteria and information from providers and set higher levels of performance than those established by NDOL as criteria for local providers to become or remain eligible to receive local area ITA funds for the provision of training services.

Nebraska's ETPL is accessible online at **NEworks.nebraska.gov** under the Education Services menu, look for ETPL Approved Programs. This list is published quarterly by the Nebraska Department of Labor (NDOL). Training providers that would like to be included on the ETPL can learn more at **dol.nebraska.gov** under Eligible Training Providers in the Workforce Innovation and Opportunity Act tab.

Disclaimer

This policy is based on Greater Nebraska's reading of the applicable statutes, regulations, rules and guidance released by the U.S. Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

INSTRUCTIONS: Provide the lead local board's policy on equal opportunity and non-discrimination.

Equal Opportunity and Non-Discrimination Policy

Greater Nebraska Workforce Development Area

550 South 16th Street
Lincoln, NE 68508
402-471-9878
ndol.greaternebraska@nebraska.gov

Policy No. 13

Effective Date **7/1/2017**
Supersedes
Revision Date
Revision No.
Approval **GNWDB**

Equal Opportunity Policy And Discrimination Complaints Procedure

The basis for the State of Nebraska Department of Labor (NDOL) Equal Opportunity Policy and Discrimination Complaint Procedure is 29 CFR Part 38, Implementation of the Nondiscrimination and Equal Opportunity (EO) Provisions of the Workforce Innovation and Opportunity Act (WIOA); Final Rule. <https://www.federalregister.gov/documents/2016/12/02/2016-27737/implementation-of-the-nondiscrimination-and-equal-opportunity-provisions-of-the-workforce-innovation>

Purpose

To establish Equal Opportunity provisions of Title I, Section 188 of the Workforce Innovation and Opportunity Act (WIOA) and define processes for filing Discrimination Complaints for the prompt and equitable resolution of such complaints.

Applicability

Section 188 of the Workforce Investment Act of 1998 (WIA) prohibits discrimination against individuals who apply to, participate in, work for, or come into contact with programs and activities that receive financial assistance from DOL, or, under certain circumstances, from other Federal agencies or are otherwise part of the American Job Center (AJC) delivery system, including State and Local Workforce Development Boards; LWDA grant recipients; One-stop operators; Service providers, including eligible training providers; On-the Job Training (OJT) employers; Job Corps contractors and center operations; Job Corps national training contractors; Outreach and admissions agencies, including Job Corps contractors that perform these functions, Placement agencies, including Job Corps contractors that perform these functions; Other National Program recipients.

WIOA authorizes the one-stop career center (also known as American Job Center) service delivery system and six core programs, including:

- WIOA Title I (Adult, Dislocated Worker and Youth formula programs);
- Adult Education and Literacy Act programs (Adult Basic Education programs);
- Wagner-Peyser Act employment services; and
- Rehabilitation Act Title I programs (Vocational Rehabilitation).

In addition to the core programs, for individuals with multiple needs to access the services, the following partner programs are required to provide access through the one-stops: Career and Technical Education (Perkins); Community Services Block Grant; Indian and Native American Programs; HUD Employment and Training Programs; Job Corps, Local Veterans' Employment Representatives and Disabled Veterans' Outreach Program, Temporary Assistance for Needy Families (TANF), Trade Adjustment Assistance Programs, Unemployment Compensation Programs, and YouthBuild.

Policy

Recipients of financial assistance under Section 188 of WIOA (for the purposes of this policy, the State of Nebraska is the "recipient") are prohibited from discriminating against members of the public, applicants for services, registrants, participants, claimants, applicants for employment within the WIOA job system, and WIOA financed-employees on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), National origin (including limited English proficiency), age, disability, political affiliation or belief, and for beneficiaries applicants, or participants only, on the basis of citizenship status, or participation in a program or activity that receives financial assistance under Title 1 of WIOA.

Complaint Procedures

Any person, or any specific class of individuals, that has been or is being discriminated against on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), National origin (including limited English proficiency), age, disability, political affiliation or belief, citizenship status, may file a written complaint, either by him/herself or through a representative.

1. The complainant may file with either the State of Nebraska and Department of Labor (State/NDOL) EO Officer or the Civil Rights Center (CRC) in Washington DC. Filing a complaint with the State does not affect the complainant's right to file a complaint with the CRC if he/she is not satisfied with the resolution provided by the State.
2. Complainants may request a meeting with the State/NDOL Labor EO Officer by calling 402-471-8358. Individuals with speech and/or hearing impairments may call 1-402-471-2786 or 1-800-833-7352.
3. Written complaints may be mailed to either the State/NDOL EO Officer or the CRC at the addresses listed below.

State of Nebraska
Department of Labor
Equal Opportunity Officer
PO Box 94600
Lincoln, NE 68509-4600

The Director, Civil Rights Center
US Department of Labor
200 Constitution Ave., NW, Room N-4123
Washington, DC 20210

4. To be accepted, a complaint must:
 - a. Be filed in timely fashion (within 180 days of the alleged violation);
 - b. Fall under the State/NDOL's jurisdiction; and,
 - c. Have apparent merit; i.e. whether the allegation, if true, would violate any of the nondiscrimination and equal opportunity provisions of WIOA Section 188.
5. Forms used to file a complaint:
 - a. **State/NDOL EO Officer** – A complaint may be filed at the state level by competing and submitting the Discrimination Complaint Information Form available at all AJC one-stops or from any AJC partner or affiliate located in State of Nebraska, Department of Labor career centers or from <https://dol.nebraska.gov>. Replace URL with new EO complaint form [on EO web page] when available.
 - b. **CRC** – A complaint may be filed by submitting CRC's Complaint Information and Privacy Act Consent Forms, which may be obtained either from the CRC or by contacting the State/NDOL EO Officer. The forms are available electronically on the CRC's web site, <https://www.dol.gov/oasam/programs/crc/external-enforc-complaints.htm>, and in hard copy via postal mail upon request. The latter requests may be sent to CRC at the address listed above.
6. Complaints must be filed in writing and must contain the following information:
 - a. The complainant's name, mailing address, and if available, email address, and telephone number (or other means of contacting the complainant);
 - b. The identity of the respondent (the individual or entity that the complainant alleges is responsible for the discrimination, i.e., WIOA program employer, employee, vendor, provider, training facility, etc.).
 - c. A description of the complainant's allegations. The description must include enough detail to allow the State/NDOL EO Officer or the CRC to determine whether:
 - i. State/NDOL EO Officer or the CRC as applicable has jurisdiction over the complaint;
 - ii. The complaint was filed in time; and
 - iii. The complaint has merit; in other words, whether the complainant's allegations, if true, would indicate noncompliance with any of the nondiscrimination and equal opportunity provisions of WIOA Section 188 or 29 CFR, Part 38;

- 11.** A written Notice of Final Action will be provided to the complainant within 90 days of the date on which the complaint was filed, containing:
 - a.** Each issue raised and a statement of either:
 - i.** The State/NDOL's decision on the issue and an explanation of the reasons underlying the decision; or
 - ii.** A description of the way the parties resolved the issue; and
 - b.** Notice that the complainant has a right to file a complaint with the CRC within 30 days of the date on which the Notice of Final Action is received if the complainant is dissatisfied with the final action on the complaint.
- 12.** All records are retained by the State/NDOL for a period of not less than 3 years.
- 13.** If the State/NDOL fails to issue a Notice of Final Action within 90 days after the complaint was filed, the complainant may file a complaint with the CRC within 30 days of the expiration of the 90-day period.
 - a.** The CRC may extend the 30-day time limit for filing a complaint:
 - i.** If the State/NDOL does not include in its Notice of Final Action the required notice about the complainant's right to file with the CRC; or
 - ii.** For other good cause shown,
 - b.** The complainant has the burden of proving to the CRC that the time limit should be extended.
- 14.** A complainant will be offered the option to participate in mediation or follow the customary complaint process. The choice of mediation or customary investigative process rests with the complainant.
- 15.** The State/NDOL's procedures for mediation are as follows:
 - a.** The complainant may attempt mediation at any time after filing a written complaint, but before a Notice of Final Action has been issued.
 - b.** Mediation will begin no later than 15 calendar days after the mediator is assigned the case.
 - c.** Parties will receive notice of where and when the mediation will be conducted.
 - d.** A maximum of 2 calendar days will be allowed for the mediation session to achieve resolution. If the parties do not reach an agreement within the 2-day mediation session, a notice will be issued within 15 calendar days from the date of the session outlining the facts or circumstances relevant to the attempt to settle the issues.
 - e.** If the parties do not reach an agreement under mediation, the complainant will be advised in writing of the option to file a complaint with the CRC. The State/NDOL will not investigate a complaint once it has been referred for mediation.

- f.** A party to any agreement reached under mediation may file a complaint with the CRC in the event the agreement is breached.
- g.** The non-breaching party may file a complaint with the CRC within 30 days of the date on which the non-breaching party learns of the alleged breach.
- h.** The CRC will determine if the agreement has been breached. If determined the agreement has been breached, the complaint will be reinstated and processed in accordance with State/NDOL procedures.

DRAFT

INSTRUCTIONS: Provide the lead local board's policy on individual training accounts.

Individual Training Accounts

Greater Nebraska Workforce Development Area

550 South 16th Street
Lincoln, NE 68508
402-471-9878
ndol.greaternebraska@nebraska.gov

Policy No. 14

Effective Date **7/1/2017**
Supersedes **Procedure of Individual Training Accounts– Attachment L (7/1/2014)**

Revision Date

Revision No.

Approval **GNWDB**

Reference

- Workforce Innovation and Opportunity Act (WIOA), Sections 122 and 134;
- WIOA Notice of Proposed Rulemaking, 20 CFR §§ 680.300-680.340;
- Higher Education Act (HEA) of 1965, as amended by the College Cost Reduction Act of 2007;
- TEGL 10-09, Attachment A;
- TEN 11-09;
- and Pell Grants and Other Financial Aid Issues Policy;
- Nebraska Department of Labor (NDOL) Interim Policy on Individual Training Accounts.

Purpose

This policy establishes a local policy for providing Individual Training Accounts (ITAs) and identifying the requirements One Stop Operators and Service Providers must adhere to in providing such services to participants in Adult, Dislocated Worker, and Out-of-School Youth programs.

Background

The Workforce Innovation and Opportunity Act mandates that all training services (except for limited exception identified in the Contracting with Training Providers Policy) be provided through the use of ITAs and that eligible individuals shall receive ITA's through the one-stop delivery system.¹

Action

Effective 7/1/2017, regional managers, workforce coordinators, and other service provider staff must implement this policy. Questions and comments should be submitted in writing to the Greater Nebraska WIOA Mailbox: ndol.greaternebraska@nebraska.gov.

¹ WIOA Section 134(c)(3)(G)

Policy

Nebraska's Eligible Training Providers

Training services for eligible individuals are typically provided by training providers who receive payment for their services through an Individual Training Account (ITA). The ITA is a payment agreement established on behalf of a participant with a training provider. WIOA title 1 adult and dislocated workers purchase training services from eligible training providers on Nebraska's Eligible Training Provider List (ETPL).² In addition, ITAs may also be funded with WIOA Title I funds for out-of-school youth age 16 to 24 when appropriate.³

Providers on the ETPL are the ONLY entities eligible to receive funding through ITA's.⁴

Nebraska's ETPL is accessible online at **NEworks.nebraska.gov** under the Education Services menu, look for ETPL Approved Programs. This list is published quarterly by the Nebraska Department of Labor (NDOL). Training providers that would like to be included on the ETPL can learn more at **dol.nebraska.gov** under Eligible Training Providers in the Workforce Innovation and Opportunity Act tab.

For additional information see Policy 12, "Eligible Training Providers Policy"

Assessments

Workforce coordinators will determine, after an interview, skill assessment, and career planning, that the individual:

- Is unlikely or unable to obtain or retain employment, that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services alone;
- Is in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through career services alone; and
- Has the skills and qualifications to successfully participate in the selected program of training services.⁵

Participants will then select in consultation with the workforce coordinator, which includes discussion of program quality and performance, a program from the ETPL.

In-demand Industries

ITAs must align with occupations classified as H3 (high wage, high skills, high demand) or be a part of a career pathway as established in the Individual Employment Plan (IEP) or Individual Service Strategy (ISS). Priority consideration will be given to training services for skills relevant to in-demand industry sectors or occupations which have been established in the regional plan⁶ as:

² 20 CFR § 680.300

³ 20 CFR § 651.550

⁴ 20 CFR § 680.410(a)

⁵ TEGL 3-15

⁶ 20 CFR § 680.340(f)

- Manufacturing
- Information Technology
- Health Care

Credential Attainment

ITAs are established for participants who have been determined eligible and are currently enrolled or will be enrolled in a program of training that can be completed by a full time student in two years (24 months) or less. A program of training is defined as one or more courses or classes or a structured regiment, which upon successful completion, leads to:

- a. An industry-recognized certified or certification
- b. A certification of a registered apprenticeship
- c. A license recognized by the state or the Federal government
- d. An associate or baccalaureate degree
- e. A secondary school diploma or GED earned in conjunction with
 - i. Occupational skills training
 - ii. On-the-job training
 - iii. Incumbent worker training or
 - iv. Workplace training
 - v. Employment
 - vi. Measurable skills gain towards employment or a credential described in a) to e) of this section⁷

Individual Employment Plan / Individual Service Strategy

The IEP or ISS must identify the participant's employment goals, the appropriate achievement objectives, the combination of services required to achieve the employment goals, and the program of training selected to directly link the participant to the in-demand employment opportunities in the local area or in another area where the participant is willing to relocate. Outcomes must also be recorded in the IEP/ISS.

Consumer Choice

Training services, whether accessed by ITAs or under contract, must be provided in a manner that maximizes informed consumer choice in selecting an eligible training provider in accordance with the goals and objectives outlined in the participant's individual employment plan:⁸

⁷ NDOL Interim Policy on Individual Training Accounts

⁸ 20 CFR 680.330(b)

- a. The local board, through the one-stop center, must make the ETPL available to customers.
- b. An individual who has been determined eligible for training services may select a provider from the ETPL after consultation with a career planner.
- c. Unless the program under which the participant is eligible has exhausted training funds for the program year, the one-stop center must refer the individual to the selected provider, and establish an ITA for the individual to pay for training.
- d. The ITA funds paid to the ETP are paid by the applicable adult, dislocated worker, or out-of-school youth program under Title I of WIOA.
- e. The local board, through the one-stop center, may coordinate funding for ITAs with funding from other Federal, state, local, or private job training programs or sources to assist the individual in obtaining training services.

Related Supplies and Fees

The ITA may cover the costs of tuition, fees, books, and supplies. The supplies may include such items as pencils, paper, protective clothing, tools, or other materials that are specified by the training provider as a requirement under the training program curriculum. The costs for supplies such as pencils, paper notebooks, computer discs, etc. should be limited and only be approved for the training period the participant is enrolled in (i.e. semester, quarter, etc.) and not the entire period of training.

Duration & Dollar Amount Limits

Table 1 – ITA Limits

Limit	Dollar Amount	Definition
Short-Term Training	\$2,500	The maximum allowed for training of six months or less is \$2,500.
Short-Term Training – Commercial Driver’s License	\$4,500	The exception for short-term training is a maximum of \$4,500 if it is for truck driver training to obtain a CDL license.
Occupational Skills Training	\$7,000	The maximum cost allowed for training of more than six months is \$7,000 with a time limitation requiring the client to complete the training program as a whole in 24 months or less. These limitations may be extended with the approval of the Administrative Entity.

Coordination of Resources

All workforce coordinators must submit a Cost of Attendance (COA) form to the Administrative Entity for all ITA funded activities for each individual. COA's are submitted quarterly, as noted in table 2.

Table 2 – Cost of Attendance Due Dates

	Q1 (JULY-SEPT)	Q2 (OCT-DEC)	Q3 (JAN-MAR)	Q4 (APR-JUN)
Cost of Attendance	First Thursday of June	First Thursday of September	First Thursday of December	First Thursday of March

The COA form takes into consideration the availability of other sources of training grants such as Temporary Assistance for Needy Families (TANF), state-funded training funds, and Federal Pell Grants so that WIOA funds supplement other sources of training grants.⁹ The COA form and NEworks case notes must document that training was coordinated and maximized with other grant sources.¹⁰ Veterans Administration benefits such as the GI Bill are not considered grant assistance for purposes of coordination with ITAs.¹¹

The exact mix of funds should be determined based on the availability of funding for either training costs or supportive services, with the goal of ensuring that the costs of the training program the participant selects are fully paid and that necessary supportive services are available so that the training can be completed successfully. This determination should focus on the needs of the participant and satisfy the following three conditions:

1. WIOA funds for training services are limited to instances when there is inadequate or no grant assistance from other sources;
2. Duplicate payments of costs when an individual is eligible for both WIOA and other assistance including Pell Grants must be avoided; and
3. Participation in a training program funded under WIOA may not be conditioned on applying for or using a loan to help finance training costs.

Obligations & Expenditures

Workforce Coordinators submit COA's quarterly, as noted in table 2. COA's are approved by Regional Managers and reviewed by the Administrative Entity.

A training cap is established by the Administrative Entity, after the COA due date, for the next quarter. Workforce Coordinators must then submit a Proposed Obligation (PO) that is within the training cap to the Administrative Entity by the due dates outlined in table 3.

⁹ 20 CFR § 680.230(b)

¹⁰ 20 CFR § 680.230

¹¹ TEGL 10-09, Attachment A

Table 3 – Proposed Obligation Due Dates

	Q1 (JULY-SEPT)	Q2 (OCT-DEC)	Q3 (JAN-MAR)	Q4 (APR-JUN)
Proposed Obligation	Last Thursday of June	Last Thursday of September	Last Thursday of December	Last Thursday of March

PO’s are reviewed by Regional Managers and approved by the Administrative Entity. Approved PO’s are then recorded in the Request and Reporting System (RRS).

Expenses are billed to the Administrative Entity, in compliance with the E&T Payment Processing Guide. When approved, expenses are recorded in RRS and processed by NDOL.

Disclaimer

This policy is based on Greater Nebraska’s reading of the applicable statutes, regulations, rules and guidance released by the U.S. Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

DRAFT

INSTRUCTIONS: Provide the lead local board’s policy on monitoring.

Monitoring

Greater Nebraska Workforce Development Area

550 South 16th Street
Lincoln, NE 68508
402-471-9878
ndol.greaternebraska@nebraska.gov

Policy No.	15
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Effective Date	7/1/2017
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Supersedes	
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Revision Date	
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Revision No.	
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Approval	GNWDB
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Reference

- WIOA Section 116, 129, & 134
- 20 CFR 679.370

Purpose

This policy establishes a process for monitoring the adult, dislocated worker, and youth programs by the board.

Background

Under Title 20 C.F.R § 679.370, the workforce development board must conduct oversight of youth workforce investment activities authorized under WIOA sec. 129(c), adult and dislocated worker employment and training activities under WIOA secs. 134(c) and (d), and the entire one-stop delivery system in the local area. The board must also ensure the appropriate use, management, and investment of funds to maximize performance outcomes under WIOA sec. 116.

Action

Effective 1/9/2017, the Administrative Entity staff and Greater Nebraska Workforce Development Board must implement this policy.

Policy

The Greater Nebraska Workforce Development Board (GNWDB) System Coordination Committee is assigned the responsibility of program oversight for the Greater Nebraska Workforce Development area.

The Committee has the authority to monitor all recipients of Workforce Innovation and Opportunity Act funds awarded by the GNWDB. The committee may examine records (including making certified copies of such records), question employees, interview clients who are receiving assistance under the Workforce Development program, and enter any premise or site in which any part of a program or activity of a recipient is conducted or records of the recipient are kept.

At each meeting the GNWDB will review the budget status, including current obligations and expenditures, status of enrollments and most recent quarterly performance results. The service provider will also be present at each meeting to present on these items as needed and answer any questions.

The Administrative Entity will review client files on a regular basis, searching for compliance with eligibility, employment strategy implementation, and fiscal regulations. Results will be presented to the committee and GNWDB. Findings will also be shared with the service provider. Depending on the severity or frequency of the findings, corrective action may be required.

Performance Oversight Schedule

Frequency	Event	Description	Benchmarks
Monthly	WIOA Report	<ul style="list-style-type: none"> Administrative Entity will review the monthly report data as compared to goals/benchmarks Administrative Entity may impose corrective action for failure to meet goals 	<ul style="list-style-type: none"> Active caseload goals # of Clients enrolled over two years Exited program
Monthly	Quality Assurance Review	<ul style="list-style-type: none"> Administrative Entity will review 8 active files each month for quality 	<ul style="list-style-type: none"> Eligibility Determination of Need Individual Employment Plan/ Individual Service Strategy Expenditure Documentation
Quarterly	Board Meeting	<ul style="list-style-type: none"> Administrative Entity will report out to System Coordination Committee and Greater Nebraska Workforce Development Board 	<ul style="list-style-type: none"> WIOA Report and Quality Assurance Review results

Disclaimer

This policy is based on Greater Nebraska’s reading of the applicable statutes, regulations, rules and guidance released by the U.S. Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

INSTRUCTIONS: Provide the lead local board’s policy on on-the-job training.

On-The-Job Training

Greater Nebraska Workforce Development Area

550 South 16th Street
Lincoln, NE 68508
402-471-9878
ndol.greaternebraska@nebraska.gov

Policy No.	16
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Effective Date	7/1/2017
Supersedes	Attachment N – On-the-Job Training (7/1/2014)
Revision Date	
Revision No.	
Approval	GNWDB

Reference

- Workforce Innovation and Opportunity Act Sections 3, 108, 122, 134, 181, 194; Workforce Innovation and Opportunity Act – Notice of Proposed Rulemaking, 20 CFR §§ 681.590, 680.700, 680.710, 680.720, 680.730, 680.740; 29 CFR § 37, NDOL On-the-Job Training Policy

Purpose

To provide program requirements for on-the-job training activities in the local area.

Background

On-the-Job training (OJT) under the Workforce Innovation and Opportunity Act (WIOA) is provided under a contract with an employer in the public, private non-profit, or private sector. This training arrangement is an exception to the Individual Training Account (ITA) requirement specified in Section 134.

Action

Effective 7/1/2017, regional managers, workforce coordinators, and other service provider staff must implement this policy.

Definition

ON-THE-JOB TRAINING.—The term “**on-the-job training**” means training by an employer that is provided to a paid participant while engaged in productive work in a job that—

- A.** Provides knowledge or skills essential to the full and adequate performance of the job;
- B.** Is made available through a program that provides reimbursement to the employer of up to 75 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and

- C. Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.¹

Policy

WIOA and implementing regulations establish minimal requirements for on-the-job training contracts. Agreements for on-the-job training services must be in writing and must ensure that participants are provided a structured training opportunity in which to gain the knowledge and competencies necessary to be successful in the occupation in which they receive training. The training services shall be provided in a manner that maximizes consumer choice in the selection of an eligible provider of such services.²

Youth

Local youth programs must expend not less than 20 percent of the funds allocated to them to provide in-school youth and out-of-school youth with paid and unpaid work experiences.³ These work experiences may include OJT opportunities.

Adult Programs

Training services for adults and dislocated workers may include on-the-job training opportunities.⁴ OJT may be provided pursuant to a contract for services in lieu of an individual training account.⁵

General Restrictions and Guidelines

OJT contracts should not be entered into with employers who received payments under WIOA or the Workforce Investment Act and have exhibited a pattern of failing to provide on-the-job training participants with continued long-term employment as regular employees with wages and employment benefits and working conditions on the same level and to the same extent as other employees working a similar length of time and doing the same type of work.⁶

Each program under WIOA shall provide employment and training opportunities to those who can benefit from, and who are most in need of, such opportunities.⁷ WIOA Section 134(c)(3)(E) requires that priority for OJT must be given to recipients of public assistance, other low-income individuals,⁸

¹ WIOA Section 3(44)

² WIOA Section 134(c)(3)(F)

³ 20 CFR § 681.590 and WIOA Section 129(c)(4)

⁴ WIOA Section 134(c)(3)(D)(ii)

⁵ WIOA Section 134(c)(3)(G)(ii)

⁶ WIOA Section 194(4)

⁷ WIOA Section 194(1)

⁸ The term "low-income individual" means an individual who— (i) receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act, or the supplemental security income program established under title XVI of the Social Security Act, or State or local income-based

and individuals who are basic skills deficient.⁹

Funds for Registered Apprenticeship Programs

OJT contracts may be written with registered apprenticeship programs or participating employers in registered apprenticeship programs for the OJT portion of the registered apprenticeship program consistent with 20 CFR § 680.700. Depending on the length of the registered apprenticeship and State and local OJT policies, these funds may cover some or all of the registered apprenticeship training.¹⁰

Pre-Award Reviews

It is essential to conduct pre-award reviews or employer evaluations prior to executing an on-the-job training contract. Service deliverers shall determine if the employer/training provider is qualified and capable of entering into an agreement to provide on-the-job training. Pre-award reviews should be in written form and part of the OJT contract. Criteria that must be established through the pre-award process includes the following [also, refer to the “Written Assurances” beginning on page 264]:

- Whether the employer is a new or established business. If the company has operated at the current location less than 120 days and the business relocated from another area in the U.S., verify that employees were not laid off at the previous location as a result of the relocation. [See Written Assurance #14 and WIOA Section 181(d)(2).]
- The Employer Size, meaning number of employees currently employed at the local operation where the OJT placements will be made. When substantiating the employer count, the most current Labor Market Information (LMI) may be a source to consider. LMI may be obtained from NEworks. Local employer site information, including an employee size range for each local operation, is available in NEworks through data provided by Infogroup. Employer Size is determined by the number of employees at the time of the pre-award review. This applies to all employers, including employers with seasonal or intermittent employee size fluctuations.
- If the applicant has worked for the employer at any time in the past, and if so, the dates and circumstances. Individuals shall not be considered eligible for services with the same employer in the same occupation.
- The hiring practices of this employer in general, and for this position in particular. [Note WIOA Section 194(4).]
- If the applicant is related to the employer, or an employee who works for the employer in an administrative or supervisory capacity. [See Written Assurance #4.]
- The employer’s rate of employee turnover, and the turnover for this particular position. Contracting with employers who have high employee turnover rates should be avoided.

public assistance; (ii) is in a family with total family income that does not exceed the higher of— (I) the poverty line; or (II) 70 percent of the lower living standard income level; (iii) is a homeless individual – WIOA Section 3(36)

⁹ The term “basic skills deficient” means, with respect to an individual— (A) who is a youth, that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or (B) who is a youth or adult, that the individual is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual’s family, or in society – WIOA Section 3(5)

¹⁰ 20 CFR § 680.740

- If the employer has incurred any layoffs in the past 12 months. Check to be sure no Worker Adjustment and Retraining Notification Act (WARN) notices have been filed. [See Written Assurance #13.]
- If the position is full- or part-time, and if permanent, temporary, or seasonal. Contracts shall not be established for positions that do not or cannot have a trainer or supervisor present, or for temporary positions that are supplied to employers by temporary employment contractors.
- If the position is covered by a collective bargaining agreement, and if the training is consistent with such agreement. [See Written Assurance #15.]
- If there have been any OSHA, wage and hour, or child labor law violations in the past year. [See Written Assurance #5.]
- If there have been any substantiated Equal Opportunity complaints. [See Written Assurance #7.]
- If there are minimum qualifications for the position, and a written job description is available.

If the pay and benefits are equivalent to similar positions in the local labor market and/or similar positions with the employer. [See Written Assurance #2.]

- If the employer provides worker's compensation or accident insurance. [See Written Assurance #5.]
- If the employer's accounting system (especially payroll), personnel system, grievance system, etc., is adequate to administer the contract agreement?
- If the employer is presently disbarred or suspended from receiving federal contracts. [See Written Assurance #8.]
- Recontracting is allowable with the same employer and certainly desirable when an employer/training provider has a high success rate of training and placement. However, recontracting should not be entered into with employers who have received payments under previous contracts and have exhibited a pattern of failing to provide on-the-job training participants with continued long-term employment as regular employees with wages and employment benefits (including health benefits) and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.
- Reverse referrals are allowed, however, all of the conditions of this OJT policy must be met. A reverse referral occurs when an employer with a hiring need refers an individual to the Career Center for an eligibility determination, and then hires the individual under an OJT training contract.

Service deliverers who initiate multiple or follow-on contracts with the same employer need not conduct a complete pre-award review of subsequent contracts if a review has been conducted within the past six months.

On-the-Job Training Contract Requirements

OJT contracts shall be procured in accordance with all federal, state and local procurement policies and at a minimum shall contain or address the following information:

- A. Occupation(s) For Which Training Is To Be Provided** – Training will be provided only for those occupations for which there is a demand in the area served, or in another area to which the trainee is willing to relocate.¹¹
- B. Length Of Time The Training Will Be Provided** – The length of OJT in Nebraska shall be based on the skill gap assessment, and is limited to a maximum of six months or 1040 hours of work, whichever comes first. Skill gap occurs where there is a gap between the skills of the individual and the skills needed for the targeted job. The skill gap is measured (and should be documented) by taking into consideration:
- The initial skills of the participant as determined by recognized skill assessment tools (not just educational attainment)
 - Skill level needed to perform the job
 - There are several recognized skill assessment tools that are useful in determining the skills necessary for specific occupations and industries. Some of these include:
 - **Industries:** Competency Model Clearinghouse www.CareerOneStop.org/CompetencyModel. Includes competency models for bioscience, construction, automation, and more
 - **Occupations:** O*NET OnLine <http://online.onetcenter.org>. Occupational Competency Profiles contain: tasks, knowledge, skills, abilities, detailed work activities
 - **Certification Finder:** www.careerinfonet.org/certifications_new/default.aspx. Includes certifications for hundreds of occupations.

In most instances in Nebraska, the O*NET assessment shall be used, but the other tools listed above are acceptable.

The duration must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan.¹² Local policies for determining duration must be documented in the local policies or plans.¹³

- C. Wage Rate To Be Paid To The Trainee** – Individuals participating in on-the-job training must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. The rates may not be lower than the higher of the federal or state minimum wage.¹⁴ Currently, the minimum wage is \$8.00 per hour in Nebraska until January 1, 2016.¹⁵

¹¹ WIOA Section 134(c)(3)(G)(iii)

¹² 20 CFR § 680.700(c)

¹³ WIOA Section 108(b)(4)(B)

¹⁴ WIOA Section 181(a)(1)

¹⁵ Neb. Rev. Stat. § 48-1203.

D. Reimbursement for On-the-Job Training

OJT payments to employers are deemed to be compensation for the extraordinary costs associated with training participants and potentially lower productivity of the participants while in the OJT.¹⁶ Typically, the reimbursement rate may be up to 50 percent of extraordinary costs.

The Governor or local board may increase the amount of the reimbursement from 50 percent up to 75 percent of the wage rate of a participant for a program if:

1. The Governor approves the increase with respect to a program carried out with funds reserved by the state; or
2. The local board approves the increase with respect to a program carried out with funds allocated to a local area.¹⁷

In making the determination of whether to increase the reimbursement amount, the Governor or the local board must take into account factors consisting of

1. The characteristics of the participants taking into consideration whether they are “individuals with barriers to employment” as defined by WIOA Section 3(24);¹⁸
2. The size of the employer;
3. The quality of the employer-provided training and advancement opportunities; and
4. Such other factors as the Governor or local board, respectively, may determine to be appropriate, which may include
 - i. The number of employees participating in the training;
 - ii. Wage and benefit levels of those employees (at present and anticipated upon completion of the training); and
 - iii. Relation of the training to the competitiveness of a participant.¹⁹

¹⁶ 20 CFR § 680.720

¹⁷ WIOA Section 134(c)(3)(H)(i)

¹⁸ The term “individual with a barrier to employment” means a member of 1 or more of the following populations: (A) Displaced homemakers. (B) Low-income individuals. (C) Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166. (D) Individuals with disabilities, including youth who are individuals with disabilities. (E) Older individuals. (F) Ex-offenders. (G) Homeless individuals or homeless children and youths. (H) Youth who are in or have aged out of the foster care system. (I) Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers. (J) Eligible migrant and seasonal farmworkers, as defined in section 167(i). (K) Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.). (L) Single parents (including single pregnant women). (M) Long-term unemployed individuals.

(N) Such other groups as the Governor involved determines to have barriers to employment.

¹⁹ WIOA Section 134(c)(3)(H)(ii); 20 CFR § 680.730

The Governor or local board must document the factors used when deciding to increase the wage reimbursement levels above 50 percent.²⁰

- E. Training Outline Listing Work Skills To Be Learned In the Position** – A comprehensive list of work skills the trainee will learn during the contract period is a required part of the contract. Efforts should be made to develop programs which contribute to occupational development, upward mobility, development of new careers, and opportunities for nontraditional employment.
- F. Other Classroom Training** – An outline of any other separate classroom training may be provided by the employer.
- G. Employer’s Agreement To Maintain And Make Available Accurate And Complete Time And Attendance, Payroll And Other Records To Support Amounts Claimed By The Employer For Reimbursement Under The Contract** – The employer must preserve all trainee payroll, fringe benefit, and personnel records (including time and attendance sheets normally kept by the employer for employees) for three years from the close of the applicable program year or longer if any litigation or audit has begun or any claim is instituted which involves these records. In that case, the employer shall retain the records beyond the three year period until the litigation, audit findings or claim has been resolved.
- H. OJT Contracts for Employed Workers** – OJT contracts may be written for eligible employed workers when:
- a. The employee is not earning a self-sufficient wage as determined by local board policy;
 - b. The requirements of 20 CFR § 680.700 are met; and
 - c. The OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the local board.²¹
- I. Written Assurances** – OJT contracts must include several standard assurances that are designed to acknowledge a contractor's responsibilities in accepting public funds for training. The assurances should address these issues:
1. At the end of the training period, the employer intends to retain the trainee in the occupation and compensate the trainee for at least the hourly wage rate specified in the contract agreement. Retention will be subject to the employer’s right to terminate the trainee for normal business or personnel reasons.
 2. Individuals in on-the-job training must be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.²²
 3. Funds provided to employers for OJT must not be used to directly or indirectly assist, promote or deter union organizing.²³

²⁰ 20 CFR § 680.730

²¹ 20 CFR § 710

²² WIOA Section 181(b)(5)

²³ WIOA Section 181(b)(7)

4. No individual in a decision making capacity including workforce development board members shall engage in any activity, including participation in the selection, award, or administration of a contract supported by WIOA funds if a conflict of interest would be involved.²⁴
5. The employer will provide worker's compensation coverage for the trainee and abide by health and safety standards established under State and Federal law.²⁵
6. The trainee will not conduct political or sectarian activities at work while under the provisions of the OJT contract.²⁶
7. The employer will not discriminate against any trainee on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any Workforce Investment Act Title I-financially assisted program or activity.²⁷
8. The employer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.
9. The employer certifies that it will provide a drug-free workplace as defined by the Drug-Free Workplace Act of 1988.²⁸
10. The employer is in compliance with all State and local laws regarding taxation and licensing.
11. Trainees who are working as laborers/mechanics in any construction, alteration or repair (including painting and decorating) of public buildings or works must be compensated in compliance with the Davis-Bacon Act.²⁹
12. A trainee in an OJT program shall not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).³⁰
13. The employer agrees that no trainee shall be hired into or remain working in any position when any other individual is on layoff from the same or any substantially equivalent job. An OJT trainee may not be employed in a job if the employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy with the WIOA participant. It is not allowable for an OJT job to be created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.³¹

²⁴ 20 CFR § 679.430

²⁵ WIOA Section 181(b)(4)

²⁶ WIOA Section 194(6)

²⁷ WIOA Section 188(a)(1)

²⁸ 41 U.S.C. § 8102

²⁹ 40 U.S.C. § 3142

³⁰ WIOA Section 181(b)(1)

³¹ 20 CFR § 683.270(c)

14. The contract will not encourage or induce the relocation, or an establishment or part thereof, that results in a loss of employment for any employee of such establishment at the original location.³²
15. Nothing in the OJT contract shall impair existing contracts for services or existing collective bargaining agreements unless the employer and the labor organization concur in writing.³³
16. The Contractor certifies that it has registered with and is using a federal immigration verification system as defined in section 7 of Nebraska Laws 2009, LB 403 to determine the work eligibility status of all new employees physically performing services within the State of Nebraska.³⁴

Performance Information

Providers of on-the-job training will not be subject to the eligible provider requirements.³⁵ However, American Job Centers in a local area must collect performance information on providers of on-the-job training. At a minimum, this performance information should include:

- Data on placement of trainee at end of the contract
- Six-month employment retention rate
- Rate of successful completion of On-the-Job Training
- Average Wage of OJT Training Recipients and Wage after his/her training ends (increase or decrease)

The American Job Center will determine whether providers meet acceptable performance levels for the above criteria. If a provider meets the performance criteria, it is considered an eligible provider of training services. The American Job Center will include the provider on the list of eligible providers, with accompanying performance information, and disseminate this information through the American Job Center delivery system.³⁶

Monitoring and Oversight

Subrecipients³⁷ in each local area must monitor training, invoice and reimbursement systems on a pre-determined systematic and documented basis.³⁸ The employer must preserve all trainee payroll, fringe benefit, and personnel records (including time and attendance sheets normally kept by the employer for employees) for three years from the close of the applicable program year or longer if any litigation or audit has begun or any claim is instituted which involves these records. In that case, the employer shall retain the records beyond the three year period until the litigation, audit findings or claim has been resolved. The employer must allow access to those records by authorized entities.

³² WIOA Section 181(d)(2)

³³ 20 CFR § 683.270(b)

³⁴ Neb. Rev. Stat. § 4-114

³⁵ WIOA Section 122(h)(1)

³⁶ WIOA Section 122(h)(2); 20 CFR § 680.530.

³⁷ City of Omaha, City of Lincoln, State of Nebraska, Heartland Workforce Solutions (HWS), and Goodwill Industries are subrecipients.

³⁸ 20 CFR § 683.410 provides that each subrecipient must conduct oversight and monitoring of its WIOA program(s) and those of its subrecipients and contractors.

Monitoring of OJT contracts must include review of selection patterns to ensure compliance with WIOA Section 188 regarding nondiscrimination.³⁹

Eligible Training Provider List

Employers participating in the OJT Program will be listed on the State's Eligible Training Provider list. NEworks will be the source for employer information.

Procedure

The local area has a procedure guide available for program staff and is accessible on the NDOL intranet, in the Program Guidance section, under Greater Nebraska WIOA – OJT [OJT Training Policy].

Disclaimer

This policy is based on Greater Nebraska's reading of the applicable statutes, regulations, rules and guidance released by the U.S. Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

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³⁹ 29 CFR § 37

INSTRUCTIONS: Provide the lead local board's policy on priority populations and priority of service.

Priority Populations Policy

Greater Nebraska Workforce Development Area

550 South 16th Street
Lincoln, NE 68508
402-471-9878
ndol.greaternebraska@nebraska.gov

Policy No. 17

Effective Date **7/1/2017**
Supersedes
Revision Date
Revision No.
Approval **GNWDB**

Reference

- Workforce Innovation and Opportunity Act (WIOA) Sections 3, 134, 188, and 225;
- 10 USC Chapter 106; 20 CFR §§ 681.250 and 681.410;
- 38 USC Chapters 13, 20, 21, 32 and 35 and §§ 4211 and 4213;
- 42 USC §§ 11302, 11434, and 14043;
- TEGL 08-15, 03-15, 10-09, and 22-04; VPLs 04-14, 03-14 Change 1, and 07-09

Purpose

Background

Each state must develop policies for the delivery of priority of service to priority populations by state workforce agencies, local workforce development boards (local boards), and one-stop center staff.¹

Action

Questions and comments should be submitted in writing to the Greater Nebraska WIOA Mailbox: ndol.greaternebraska@nebraska.gov.

Policy

Outreach

Perform outreach to the priority population groups to ensure that the groups are aware of their entitlement to priority of service

1. Describe how individuals from the priority population groups are:

¹ TEGL 10-09; VPL 07-09

- a. Identified at the point of entry into the local workforce delivery system, including one-stops, to ensure the provision of timely and useful information on priority of service, including individuals who:
 - i. Physically access service delivery points; and
 - ii. Access service delivery through technology;
 - b. Given an opportunity to take full advantage of priority of service;
2. Be clear on the process or “steps” the local board and one-stop partner staff must take to ensure priority of service for individuals from the priority population groups; and
 3. Describe the review and analysis process the local board will conduct to ensure priority of service.

In addition, each local board:

1. Must ensure its local area WIOA plan addresses the requirements of this policy;
2. Should maintain the local area priority of service policy (or policies) at all workforce service delivery points; and
3. Should make the local area priority of service policy (or policies) easily accessible to the general public (posted on the website, identified in published materials, etc.).

Policy

This policy establishes priority requirements for the use of WIOA Title 1B (Adult, Dislocated Worker, and Youth programs), Title III (Wagner-Peyser Employment Services program), and Jobs for Veterans State Grant (JVSG) funds allocated to NDOL for:

- adult employment and training activities;
- dislocated worker employment and training activities;
- youth workforce investment activities;
- Wagner-Peyser employment services; and
- Veterans’ employment and training services.

This policy is organized in eight (8) sections and has one (1) appendix.

Section I. Priority of Service

Section II. Priority Requirement for Use of WIOA Title 1B Adult Funds

Section III. Priority Requirement for Use of WIOA Title 1B Dislocated Worker Funds

Section IV. Priority Requirement for Use of WIOA Title 1B Youth Funds

Section V. Priority Requirement for Use of WIOA Title III Wagner-Peyser Employment Services Funds

Section VI. Priority Requirement for Use of Jobs for Veterans State Grant (JVSG) Funds

Section VII. Local Area Compliance and Monitoring

Section VIII. Nondiscrimination

APPENDIX I. Definitions

Section I. Priority of Service

Priority of service means certain priority population groups are entitled to precedence for service delivery over non-priority population groups.

Section II. Priority Requirement for Use of WIOA Title IB Adult Funds

One-stop partner staff must give priority for career services, training, and employment services to Veterans, eligible spouses of Veterans, and non-Veterans who are:²

- recipients of public assistance;
- other low-income individuals; or
- individuals who are basic-skills deficient.

NOTE: The definition for “low-income individual” is provided in APPENDIX I.

Services to eligible WIOA Adult Program participants must be provided in the following order:³

1. First, to Veterans and eligible spouses of Veterans who are:
 - a. recipients of public assistance;
 - b. low-income; or
 - c. basic-skills deficient;
2. Second, to Individuals who are not Veterans and eligible spouses of Veterans but are:
 - a. recipients of public assistance;
 - b. low- income; or
 - c. basic-skills deficient;
3. Third, to Veterans and eligible spouses of Veterans who are not:

² WIOA Sec. 134(c)(3)(E). Under WIA, priority was required to be given to public assistance recipients and low-income individuals when states and local areas determined that allocated funds were limited. Under WIOA, priority must be provided regardless of the level of funds.

³ TEGL 10-09; VPL 07-09

- a. recipients of public assistance;
 - b. low- income; or
 - c. basic-skills deficient
4. Last, to Persons who are not:
- a. recipients of public assistance;
 - b. low- income; or
 - c. basic-skills deficient.

NOTE: When past income is an eligibility determinant for Federal employment or training programs for Veterans and eligible spouses of Veterans, the following must be disregarded:⁴

- any amounts received as military pay or allowances by any person who served on active duty;
- any amounts received by a Veteran or eligible spouses of Veterans, under 38 USC:
 - Chapter 30 for wartime disability or death compensation;
 - Chapter 30 for peacetime disability or death compensation;
 - Chapter 13 for service-connected deaths;
 - Chapter 30 for educational assistance;
 - Chapter 31 for training and rehabilitation for Veterans with service-connected disabilities;
 - Chapter 32 for Post-Vietnam Era Veterans' education assistance; and
 - Chapter 35 for survivors' and dependents' educational assistance;
- any amounts received by a Veteran or eligible spouse of a Veteran under 10 USC Chapter 106 for educational assistance for members of the selected reserve; and
- any amounts received by transitioning service members.

Section III. Priority Requirement for Use of WIOA Title 1B Dislocated Worker Funds

Services to eligible WIOA Dislocated Worker Program participants must be provided in the following order:⁵

1. **First**, the individual must meet the eligibility criteria described in WIOA Section 3(15) (see the current NDOL policy on "**Dislocated Worker Eligibility Policy**"); and
2. **Second**, if the individual meets the dislocated worker eligibility criteria and is a Veteran or eligible spouse of a Veteran, the individual must be given priority over dislocated workers who are non-Veterans.
 - a. **Serving Separating Services Members and Military Spouses**

⁴ 38 USC § 4213

⁵ TEGL 22-04

Service members exiting the military, including recipients of Unemployment Compensation for Ex-Military members (UCX), generally qualify as dislocated workers.⁶ Military spouses of service members exiting the military may also qualify as dislocated workers.⁷

To determine the eligibility of a service member exiting the military or a military spouse of a service member exiting the military, please refer to the current NDOL policy on dislocated worker eligibility.

Section IV. Priority Requirement for Use of WIOA Title IB Youth Funds

WIOA prioritizes expenditures and enrollment of individuals in the WIOA Youth Program:⁸

- Eighty-five (85) percent of Youth program funds must be spent to provide services to OSY;⁹ and
- All ISY must be low-income individuals, except as described directly below in Section IV(a) of this policy.

a. Low-income Eligibility Exception for Youth

Up to five (5) percent of all youth (ISY and OSY) enrolled during a given program year do not need to meet the low-income requirement for eligibility.¹⁰

EXAMPLE: A local area enrolled 200 youth and 100 of those youth were OSY who were not required to meet the low-income criteria, 50 were OSY who were required to meet the low-income criteria, and 50 were ISY.

In this example, the 50 OSY required to be low income and the 50 ISY are the only youth factored into the 5 percent low-income exception calculation.

Therefore, in this example 5 of the 100 youth who ordinarily would be required to be low-income do not have to meet the low-income criteria based on the low-income exception.

Section V. Priority Requirement for Use of WIOA Title III Wagner-Peyser Employment Services Funds

Veterans and eligible spouses of Veterans must receive priority of service over all other Wagner-Peyser Employment Services program participants.¹¹

Section VI. Priority Requirement for Use of Jobs for Veterans State Grant (JVSG) Funds

Disabled Veterans' Outreach Program (DVOP) specialists must provide career services to eligible Veterans and eligible spouses of Veterans. DVOP specialists must prioritize service to:

- Special disabled Veterans;¹²

⁶ Ibid.

⁷ TEGL 03-15

⁸ 20 CFR § 681.250(a)-(b)

⁹ 20 CFR § 681.410; Local areas must spend a minimum of 75 percent of youth funds on OSY, with the exception that local area administrative expenditures are not a part of the 75 percent OSY minimum expenditure calculation.

¹⁰ TEGL 8-15

¹¹ TEGL 10-09; VPL 07-09

¹² See definition 11. "Special Disabled Veteran"

- Other disabled Veterans;¹³ and
- And other eligible Veterans who are economically or educationally disadvantaged.¹⁴

Further, DVOP specialists must limit their activities to providing services to eligible Veterans and eligible spouses who:¹⁵

- Meet the definition of an individual with a Significant Barrier to Employment (SBE);¹⁶ or
- Are Veterans ages eighteen (18) through twenty-four (24).

Section VII. Local Area Compliance and Monitoring

Compliance with the priority requirements of this policy will be monitored by the local board.

Monitoring must include a review of the process(es) set forth in the local area policy on ensuring priority of service.

Local area compliance will be reviewed as part of routine program monitoring conducted by the NDOL State Monitor.

Section VIII. Nondiscrimination¹⁷

All programs and activities funded or financially assisted in whole or in part under WIOA must comply with all laws on the prohibition against discrimination on the basis of age, disability, or sex, or on the basis of race, color, national origin, or political affiliation or belief.

Participation in programs and activities funded under WIOA must be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

Disclaimer

This policy is based on NDOL's reading of the applicable statutes, regulations, rules and guidance released by the U.S. Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

¹³ See definition 2. "**Disabled Veteran**"

¹⁴ See definition 4. "**Eligible Veteran**"; The Secretary of Labor does not interpret the statutes to require priority to be given in the order that these groups are listed. Instead, DVOP specialists must provide the same priority to serving special disabled, other disabled and other Veterans prioritized by the Secretary, including those the Secretary has identified as having Significant Barriers to Employment.

¹⁵ VPL 04-14; In recent years, Veterans ages 18-24 have experienced a higher rate of unemployment than other Veterans as well as non-Veterans of the same age. The Department of Labor is anticipating an increase in the number of Veterans 18-24 transitioning from active military service. This group of Veterans may also possess limited civilian work history, which can make transitioning to the civilian labor force more difficult. Based on these facts, the Secretary has determined Veterans between the ages of 18 and 24 may need and benefit from the intensive services provided by a DVOP specialist.

¹⁶ See definition X. "**Significant Barrier to Employment**"

¹⁷ WIOA Sec. 188 et seq.

Appendix I. Definitions

1. Basic Skills Deficient

An individual who is basic skills deficient is an individual that:¹⁸

- Has English reading or writing skills or computing skills at or below the 8th grade level on a generally accepted standardized test; or
- Is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society.

2. Disabled Veteran

Disabled Veteran means:¹⁹

- A Veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary; or
- A person who was discharged or released from active duty because of a service-connected disability.

3. Eligible Spouse of a Veteran

Eligible spouse of a Veteran means the spouse of any of the following:²⁰

- any Veteran who died of a service-connected disability;
- any member of the Armed Forces serving on active duty who, at the time of application for the priority, is listed in one or more of the following categories and has been so listed for a total of more than ninety (90) days:
 - missing in action;
 - captured in the line of duty by a hostile force; or
 - forcibly detained or interned in the line of duty by a foreign government or power;
- any Veteran who has a total disability resulting from a service-connected disability, as evaluated by the Department of Veterans Affairs; or
- any Veteran who died while a disability was in existence.

NOTE: A spouse whose eligibility is derived from a living Veteran or service member would lose his or her eligibility if the Veteran or service member were to lose the status that is the basis for the eligibility (e.g. if a Veteran with a total service-connected disability were to receive a revised disability rating at a lower level). Similarly, for a spouse whose eligibility is derived from a living Veteran or service member, that spouse's eligibility would be lost upon divorce from the Veteran or service member.

¹⁸ WIOA Sec. 3(5)

¹⁹ 38 USC § 4211(3)

²⁰ TEGL 10-09

4. Eligible Veteran

Eligible Veteran means a person who:²¹

- served on active duty for a period of more than one-hundred eighty (180) days and was discharged or released therefrom with other than a dishonorable discharge;
- was discharged or released from active duty because of a service-connected disability;
- as a member of a reserve component under an order to active duty served on active duty during a period of war or in a campaign or expedition for which a campaign badge is authorized and was discharged or released from such duty with other than a dishonorable discharge; or
- was discharged or released from active duty by reason of a sole survivorship discharge

5. Homeless

An individual is homeless when the individual meets one (1) or more of the criteria described in Table 1.²²

Table 1. Criteria for determining an individual is homeless²³

Criteria for determining an individual is homeless

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence;
2. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
3. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);
4. An individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided;
5. An individual or family who:
 - a. Will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by:
 - i. A court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;
 - ii. The individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or

²¹ 38 USC § 4211(4)

²² 42 USC 11302(a)

²³ WIOA Sec. 3(36)

Criteria for determining an individual is homeless

- iii. Credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause; and
- b. Has no subsequent residence identified; and
- c. Lacks the resources or support networks needed to obtain other permanent housing;
- 6. Unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who:
 - a. Have experienced a long term period without living independently in permanent housing;
 - b. Have experienced persistent instability as measured by frequent moves over such period; and
 - c. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

6. Low-Income Individual

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A low-income individual is an individual who meets one (1) or more of the criteria described in Table 2.

Table 2. Criteria for determining an individual is low-income²⁴

Low-income Eligibility Criteria

1. The individual currently receives or is a member of a family currently receiving assistance through:
 - a. Supplemental Nutrition Assistance Program;
 - b. Temporary Assistance for Needy Families Program;
 - c. Supplemental Security Income through the Social Security Administration; or
 - d. State or local income-based public assistance.
2. In the past six (6) months, the individual has received or is a member of a family that has received assistance through:
 - a. Supplemental Nutrition Assistance Program;
 - b. Temporary Assistance for Needy Families Program;
 - c. Supplemental Security Income through the Social Security Administration; or
 - d. State or local income-based public assistance.

²⁴ WIOA Sec. 3(36)

3. The individual is in a family whose total family income does not exceed the higher of:²⁵

- a. The current Federally-established poverty line; or
- b. Seventy (70) percent of the Federally-established lower living standard income level (LLSIL).

4. The individual is a homeless individual who:²⁶

- a. Lacks a fixed, regular, and adequate nighttime residence; and is
 - i. Sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
 - ii. Living in a motel, hotel, trailer park, or campground due to the lack of alternative adequate accommodations;
 - iii. Living in an emergency or transitional shelter; or
 - iv. Awaiting foster care placement;
- b. Has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
- c. Is a migratory youth who is living in circumstances described in Sections 4.a. and 4.b. of this Table 2;
- d. Lives in cars, parks, public spaces, abandoned buildings, substandard housing, bus or training stations, or similar settings; or
- e. Is a runaway.

5. The individual receives or is eligible to receive a free or reduced-price lunch under the Richard B. Russell National School Lunch Act, unless the individual is a recipient of a secondary school diploma or its recognized equivalent.

6. The individual is a foster child on behalf of whom state or local government payments are made.

7. The individual is an person with a disability whose income meets the income requirement of Sections 3.a. or 3.b. of this Table 2.

8. The individual lives in a high-poverty area.

7. Offender

Offender means an individual who is charged with or convicted of any criminal offense.²⁷

²⁵ The term "lower living standard income level" (LLSIL) means the income level determined annually by the Secretary of Labor based on the most recent lower living family budget issued by the Secretary. Refer to NDOL's current issuance(s) for the current Federally-established poverty line or LLSIL.

²⁶ 42 USC §§ 14043e-2(6) and 11434a(2)

²⁷ WIOA Sec. 225(e)(2)

8. Recently Separated Service Member

Recently separated service member means any Veteran within the three (3) year period beginning on the date of Veteran's discharge or release from active duty.²⁸

9. Receives Public Assistance

Receives public assistance means assistance provided through programs like:

- Temporary Assistance for Needy Families (TANF);
- Supplemental Nutrition Assistance Program (SNAP);
- Supplemental Security Income through the Social Security Administration; or
- state or local income-based public assistance.

10. Significant Barrier to Employment

An eligible Veteran or eligible spouse of a Veteran is determined to have a **significant barrier to employment (SBE)** if the individual attests to belonging to at least one (1) of the following categories of criteria:²⁹

- A special disabled or disabled veteran;
- Homeless;³⁰
- A recently-separated service member who at any point in the previous twelve (12) months has been unemployed for twenty-seven (27) or more weeks in the previous twelve (12) months;
- An offender who is currently incarcerated or who has been released from incarceration;
- Lacking a high school diploma or its equivalent; or
- Low-income.³¹

11. Special Disabled Veteran

Special disabled Veteran means:³²

- A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary for a disability rated at:
 - 30 percent or more; or
 - 10 or 20 percent in the case of a veteran who has been determined under 38 USC § 3106 to have a serious employment handicap; or
- A person who was discharged or released from active duty because of service-connected disability.

²⁸ 38 USC § 4211(6)

²⁹ VPL 03-14 Change 1

³⁰ See definition 5. "**Homeless**" above

³¹ See definition 6. "**Low-Income Individual**" above

³² 38 USC § 4211(1)

12. Veteran

Veteran means a person who served at least one (1) day in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable.³³

Active service includes full-time Federal service in the National Guard or a Reserve component. Active service does not include:

- Full-time duty performed strictly for training purposes (i.e., “weekend” or “annual” training); or
- Full-time active duty performed by National Guard personnel who are mobilized by state rather than Federal authorities.³⁴

Disclaimer

This policy is based on Greater Nebraska’s reading of the applicable statutes, regulations, rules and guidance released by the U.S. Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

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³³ TEGL 10-09

³⁴ State mobilizations usually occur in response to events such as natural disasters.

INSTRUCTIONS: Provide the lead local board’s policy on procurement standards and procedures.

Procurement Standards and Procedures Policy

Greater Nebraska Workforce Development Area

550 South 16th Street
Lincoln, NE 68508
402-471-9878
ndol.greaternebraska@nebraska.gov

Policy No. 18

Effective Date **7/1/2015**
Supersedes
Revision Date
Revision No.
Approval **GNWDB/NDOL**

Purpose

To establish guidelines regarding the acquisition of Goods and Services needed to carry out the responsibilities of the Nebraska Department of Labor (NDOL). To provide overall direction for agency-wide procurement policies, regulations and procedures and to promote economy, efficiency, and effectiveness in the acquisition processes. To ensure NDOL's compliance with the Department of Administrative Services (DAS) and Payroll & Financial Center procedures and guidelines.

Policy

1. Definitions

- **Approver:** An individual who has the authority to purchase goods and services on behalf of NDOL.
- **Commodity:** A marketable item produced to satisfy wants or needs. Economic commodities comprise goods and services.
- **Goods:** A commodity you can see; a physical, tangible item.
- **Request for Proposal (RFP):** A document utilized for soliciting competitive proposals.
- **Services:** A commodity usually provided by another person; a non-physical, intangible item. For example, services provided to maintain, repair, or perform a function.
- **Sole Source – Services or Goods:** A service or good of such a unique nature that the contractor selected is clearly and justifiably the only practicable source to provide the service or good. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or good and sole availability at the location required.

2. Goods

A. State Contracts

DAS Purchasing has entered into Contracts for Goods with specific vendors in order to provide efficiencies in procurement across state government. NDOL is required to use vendors under these agreements.

B. Procurement Guidelines for Goods:

Cost	Guideline
<\$2000	Agency Level Decision (only 1 quote is required)
\$2,000 thru \$9,999	Agency Level Decision (3 quotes required) if not a State Contract item
\$10,000 thru \$24,999	Obtain 3 quotes if not a State Contract item. Order will route to DAS Purchasing for an informal bid if not on a State contract. DAS may not need to bid out informally if we provide the three (3) comparable quotes.
>\$24,999	Order will route to DAS Purchasing for a formal bid if item is not on a State Contract

C. Quotes

Per state statute (LB 371), "it should be the policy of this state that, whenever possible, quotes should be obtained from Nebraska vendors. Taxpayer dollars should be reinvested with its individual and employer taxpayers in order to foster job retention and growth and to ensure a broad and healthy tax base for future investments vital to the state's infrastructure."

D. Procurement Procedures

Individuals who have purchasing authority (Supervisor and/or Manager, Administrator, Director, or Commissioner) shall submit an approved Purchase Request Form for any goods (with the exception of general office supplies and toner for leased copiers) and submit it to the Office of Administrative Services/ Procurement (Purchasing) after appropriate approval signatures have been completed.

- i. Submit orders for Goods on an approved Purchase Request form to Purchasing.
- ii. Purchasing will process the order in accordance with DAS procedures & guidelines.
- iii. Exceptions are made when there is a State contract with a vendor (i.e. Dell, EnPointe, etc.).
- iv. Emergency or unique requests will be processed on a case by case basis. This may require additional documentation and guidance from DAS Purchasing.
- v. Any questions about orders should be directed to Purchasing. Purchasing is the liaison with DAS and individuals may not contact DAS Purchasing directly.
- vi. Requests to Purchasing by unauthorized individuals will be returned for proper authorization.

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Technology-related purchases:

- Includes electronic equipment and upgrades to equipment, regardless of whether or not they will/will not connect to the NDOL network directly/indirectly.
- Include, but are not limited to, computer hardware/software, USB/flash/thumb/pen drives, computer peripherals, cell phones, land-line phones, PDA's, tablets.
- All electronic equipment is considered an Office of Administrative Services/Information Technology (IT) purchase.
- Hardware/software purchases require contacting the IT Help Desk to obtain quotes (NDOL.IThelpdesk@nebraska.gov). If the item is on a State Contract only one (1) quote needs to be attached (IT will know this contract information when obtaining your quote(s). If not on State Contract, attach all three (3) quotes to the Purchase Request form.
 1. User contacts IT to discuss technology requirement via email or the telephone.
 2. IT researches the technology solution and options, obtains price quotes, and makes recommendations to the user via email.
 3. User chooses the recommendation that best fits the need, completes the Purchase Request form, and submits it to Approver.
 4. The approved Purchase Request form is submitted to IT.
 5. IT logs the Purchase Request, obtains appropriate IT approval signatures, and forwards it to Purchasing for processing the Purchase Order.

Phone Equipment purchases (cell, land-line & phone accessories):

Contact the agency Communications Coordinator in IT for assistance with ordering phones, headsets and all phone accessories.

General office supply purchases:

General office supplies may be requested on an approved Office Supply Order Form and submitted to Purchasing to be ordered from Office Depot's State Contract. Please note that items found on the Office Depot website may not be available and you should use the catalog for your selections. Each office should have an Office Depot catalog to select items from.

Copier Toner purchases:

Toner for copiers is at no charge through the lease & can be ordered direct by calling

Copy State Policy

Capital Business Systems at 800-221-0604. The 500 & 550 building staff should also send an email to the Mailroom to notify them of these toner deliveries.

E. Shipping/Receipt of Order

- i.** (i) Item(s) will be shipped directly to the requested shipping address.
- ii.** (ii) If the Goods are to be received at the Administrative Office, the Mailroom will call the designated person to pick up the order and send the packing slips to Purchasing.
- iii.** (iii) All CPUs, laptops, and network printers will be shipped to IT to be configured before they are delivered.
- iv.** (iv) If the Goods are shipped directly to the local office, the local office manager/ designee shall verify the shipment.
- v.** (v) The local office will be sent a copy of the order with a Goods Received Stamp.
- vi.** (vi) The manager/designee must sign the designated area of the Goods Received Stamp and send the original to Purchasing along with the packing slip. The office manager/designee must verify Goods have been received to ensure proper payment of the invoice and inventory tagging.
- vii.** (vii) An example of the Goods Received Stamp is below.

F. Vendor Invoices/Billings

- i.** All vendor invoices/billings must be sent to Purchasing. When all paperwork is received and verified, the Office of Finance will process payment to the vendor.
- ii.** If the proper receiving information is not on file, Purchasing will contact the appropriate office designee to determine if the items have been received and verified.
- iii.** Purchasing does not process payments from vendor statements. Original invoices/billings are required.

3. Services

A. State Contracts

Contact Purchasing to confirm if the Service you need is available through an existing State Contract. DAS Purchasing has entered into Contracts for Services with specific vendors in order to provide efficiencies in procurement across state government. NDOL is required to use these vendors under these agreements.

B. Procurement Guidelines for Services:

Contracts for the acquisition of services must contain IRS Publication 1075 Exhibit 7 language, as appropriate.

Cost	Guideline
<\$2000	Agency Level Decision (only 1 quote is required)

Cost	Guideline
\$2,000 thru \$49,999	Agency Level Decision (3 quotes required). These purchases may be completed by the Agency with authorized approvals and three documented vendor quotes.
>\$49,999	Service procurements greater than \$50,000 shall be bid through the Request For Proposal (RFP) process. Allow a minimum of 5-6 months for this process. Contact Purchasing for the form.
>\$49,999 and Sole Source	Sole Source – Service procurements \$50,000 & over must be submitted on a Sole Source – Deviation form attached to the Purchase Request form, and include all necessary justification and meet the requirements. The Sole Source request must be signed by the Commissioner prior to submission and review by DAS Purchasing.

C. Quotes

Per state statute (LB 371), “it should be the policy of this state that, whenever possible, quotes should be obtained from Nebraska vendors. Taxpayer dollars should be reinvested with its individual and employer taxpayers in order to foster job retention and growth and to ensure a broad and healthy tax base for future investments vital to the state’s infrastructure.”

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D. Procurement Procedures

Individuals who have purchasing authority (Supervisor and/or Manager, Administrator, Director, or Commissioner) shall submit requests for the procurement of Service to the Office of Administrative Services/ Procurement (Purchasing) by using the Purchase Request form.

Be sure to think about the full scope of your Service project so you can include any and all potential work or future enhancement possibilities up front. Determine if ongoing maintenance is something you also need to include in your quotes. Even if your program does not have the funds now, it is recommended to include the option for any possible enhancements you may need later in case dollars become available. Enhancements can always be included in a contract extension and if dollars aren’t available at that time, then we are not committed to contracting those services. This will save going back through the approval processes in the future and causing a contract to be over \$50,000, which would necessitate DAS approvals.

i. Services < \$2,000

- Check with Purchasing to see if the service you need maybe on a State Contract. If not on a Contract, contact a vendor who can provide the service and obtain one (1) quote.
- Prepare and submit to Purchasing a Purchase Request form, including all Approver signatures and attach the quote.

ii. Services \$2,000 thru \$49,999

- Contact the IT Director/Manager prior to submitting a request for IT-related services.
- Check with Purchasing to see if the service you need may be on a State Contract.

- If not on a Contract, prepare your specifications & contact potential vendors to obtain three (3) quotes.
- Prepare and submit to Purchasing a Purchase Request form, including all Approver signatures, attach your specifications and the three quotes, indicating the lowest responsible bidder desired.
- If you are requesting a Sole Source – Service in lieu of other quotes, complete the Sole Source form Sole Source-Deviation form, which requires the justification. Have Purchasing review the Sole Source before sending the final version with the approved Purchase Request form. The justification must include why the service is of such a unique nature that the contractor selected is clearly and justifiably the only practicable source to provide the service.
- Purchasing will then direct you to contact the Office of General Counsel with all supporting documentation to prepare your contract with the selected bidder.
- The Office of General Counsel will prepare the contract, route a draft internally for review & when approved will send to the vendor & copy appropriate staff.
- Inform Purchasing of Acceptance of Deliverables and provide invoices for payment.

iii. Services > \$49,999

- Contact the IT Director/Manager prior to submitting a request for IT-related services.
- IT-related RFP procurements must be submitted to the Office of the Chief Information Officer (OCIO) for review.
- Check with Purchasing to see if the service you need may be on a State Contract.
- If the service is \$50,000 or higher, and does not qualify for a sole source, prepare specifications using the RFP boilerplate form. Contact Purchasing for the correct and current version of the RFP boilerplate form.
- Submit the RFP boiler plate form and an approved Purchase Request form to Purchasing. Purchasing staff will work directly with Office designees through the entire RFP process.
- Plan at least 5-6 months for the RFP process. Purchasing staff will keep the Office designee informed of RFP progress, receipt of proposals, and contract award.
- Purchasing will then direct you to contact the Office of General Counsel with all supporting documentation to prepare a contract with the selected bidder.
- The Office of General Counsel will prepare the contract, route a draft internally for review & when approved will send to the vendor & copy appropriate staff.
- Inform Purchasing of Acceptance of Deliverables and provide invoices for payment.

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iv. Services > \$49,999 AND Sole Source

- Contact the IT Director/Manager prior to submitting a request for IT-related services.
- Check with Purchasing to see if the service you need may be on a State Contract.
- Obtain a quote from the vendor for the desired service. Contact other vendors to determine if they can provide the same desired service. If the service is unique, it may qualify as a Sole Source service. A Sole Source service is of such a unique nature that the contractor selected is clearly and justifiably the only practical source to provide the service based on either the uniqueness of the service or sole availability at the location required.
- Contact Purchasing to review your documentation that supports this is the only vendor able to provide this service, and to determine if the request may qualify as a Sole Source service.
- If your request qualifies as a Sole Source service, submit the Sole Source-Deviation form and justification with the approved Purchase Request form to Purchasing.
- Purchasing will obtain required Commissioner's signature on the Sole Source-Deviation form.
- Once approved, Purchasing will then direct you to contact the Office of General Counsel with all supporting documentation to prepare a DRAFT contract with the selected bidder.
- The Office of General Counsel will prepare the DRAFT contract.
- Purchasing submits the DRAFT contract & Sole Source-Deviation form to DAS Purchasing for their review and approval. Plan for this review/approval process to take several weeks.
- Once approved, Purchasing notifies Office of General Counsel to proceed with a FINAL service contract.
- Requestor informs Purchasing of Acceptance of Deliverables and provides invoices for payment.

INSTRUCTIONS: Provide the lead local board’s policy on Rapid Response procedures.

Rapid Response Policy

Greater Nebraska Workforce Development Area

550 South 16th Street

Lincoln, NE 68508

402-471-9878

ndol.greaternebraska@nebraska.gov

Policy No.	19
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Effective Date	7/1/2017
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Supersedes	Rapid Response Policy – Attachment Q
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Revision Date	
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Revision No.	
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Approval	GNWDB
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Reference

- Workforce Innovation & Opportunity Act (WIOA) Section 134, 133
- 20 CFR Part 682, Subpart C
- Nebraska Department of Labor (NDOL) Interim Policy on Rapid Response
- NDOL Rapid Response Manual

Purpose

This policy establishes the process for coordinating state-wide rapid response activities in the local area.

Background

Rapid Response is a required activity under WIOA to be carried out in local areas by NDOL in conjunction with the Greater Nebraska Workforce Development Board (GNWDB), Chief Elected Officials Board (CEOB), and other stakeholders. Rapid Response involves strategies and activities necessary to (i) plan for and quickly respond to announcements of business closures and layoffs and mass job dislocation resulting from natural or other disasters; (ii) deliver services that enable dislocated workers to transition to new employment as quickly as possible; and (iii) address the needs of businesses in transition to prevent or minimize the duration of unemployment.

Action

Effective 7/1/2017, regional managers, workforce coordinators, and other service provider staff must implement this policy.

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Policy

NDOL's Rapid Response Unit will coordinate all rapid response activities in the local area. The local area will work in conjunction with the Rapid Response Unit.¹

The local area shall ensure that:

1. If a local representative becomes aware of a potential layoff or closure, they will notify the State Rapid Response Coordinator, via **NDOL.RapidResponse@nebraska.gov** .
2. A representative of the dislocated worker program provides program specific information at all onsite meetings.
3. When an onsite meeting cannot be arranged, content for outreach to employees and employers is provided to the Rapid Response Unit.
4. The One-Stop Center or affiliated site will provide additional follow-up with employees when needed.
5. Workshops and career fairs, based on identified affected workforce needs, are coordinated in partnership with the Wagner-Peyser Program.
6. Additional community resources, outside of the mandated partners, are identified.
7. The Rapid Response Unit will provided referrals and employee lists when possible.

Disclaimer

This policy is based on Greater Nebraska's reading of the applicable statutes, regulations, rules and guidance released by the U.S. Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

¹ WIOA Section 134(a)(2)(A)

INSTRUCTIONS: Provide the lead local board’s policy on “requires additional assistance.”

“Requires Additional Assistance” Policy

Greater Nebraska Workforce Development Area

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ndol.greaternebraska@nebraska.gov

Policy No. 20

Effective Date **7/1/2017**
Supersedes **Supportive Services Policy – Attachment S**
Revision Date
Revision No.
Approval **GNWDB**

Purpose

This policy establishes criteria in determining if additional assistance is needed for training activities under WIOA Title 1B.

Action

Effective 7/1/2017, regional managers, workforce coordinators, and other service provider staff must implement this policy.

Policy

When making the determination about whether an individual requires assistance, a One-Stop operator may take into consideration the full cost of participating in training services, including the costs of dependent care and transportation, and other appropriate costs.¹

The Greater Nebraska Workforce Development Board defines “requires additional assistance to complete an educational program or to secure and hold employment” as meeting one or more of the following applications:

- Youth who have not completed high school or other educational programs necessary to secure and maintain entry-level employment;
- Youth who are deficient in basic skills and/or pre-employment/work maturity skills, including those needing English as a Second Language instruction and remedial training for GED;
- Youth who have been identified as a dropout risk, unlikely to graduate due to a lack of credits, and other risk factors cited by school, law enforcement, or community officials such as eligibility to receive free or reduced lunch benefits;

¹ WIOA Section 134(c)(3)(B)(i)

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- Youth who are defined as “neediest” – youth in foster care (especially those aging out of foster care), youth in the juvenile justice system, children of incarcerated parents, migrant youth, Native American youth, Indian youth, and youth with disabilities including learning disabilities;
- Youth residing in a defined Area of Substantial Unemployment and/or in the core of the city of Lincoln;
- Youth who have been unable to obtain or secure employment during the last six months

The case file must contain a determination of need for training services under 20 CFR § 680.210 as determined through the interview, evaluation, or assessment, and career planning informed by local market information and training provider performance information, or through any other career service received. There is no requirement that career services be provided as a condition to receipt of training services; however, if career services are not provided before training, the local board must document the circumstances that justified its determination to provide training without first providing the services described in 20 CFR § 680.220.² There is no Federally-required minimum time period for participation in career services before receiving training services.³

Disclaimer

This policy is based on Greater Nebraska’s reading of the applicable statutes, regulations, rules and guidance released by the U.S. Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

² 20 CFR § 680.220(b)

³ 20 CFR § 680.220(c)

INSTRUCTIONS: Provide the lead local board’s policy on equal opportunity and non-discrimination.

Supportive Service Policy

Greater Nebraska Workforce Development Area

550 South 16th Street
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ndol.greaternebraska@nebraska.gov

Policy No. 21

Effective Date **7/1/2017**
Supersedes **Supportive Services Policy – Attachment S**
Revision Date
Revision No.
Approval **GNWDB**

Reference

- Workforce Innovation and Opportunity Act (WIOA) Sections 3, 129, 134, and 171
- 20 CFR Part 680, subpart G
- TEGL 3-15
- Nebraska Department of Labor (NDOL) Preliminary Policy on Supportive Services

Purpose

This policy establishes criteria for providing supportive service in the local area.

Background

The Workforce Innovation and Opportunity Act (WIOA) provides supportive service program guidelines for WIOA eligible participants.

Action

Effective 7/1/2017, regional managers, workforce coordinators, and other service provider staff must implement this policy.

Policy

Eligibility

Supportive Services may be covered for both employed and unemployed individuals after it has been determined that:

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1. The services are necessary to enable the client to participate in WIOA Title 1 career and/or training service.

AND

2. The supportive services cannot be obtained through another program/agency.

Supportive services are not automatic or guaranteed.

Approved Services

The GNWDB does not make needs-based payments.

Approved supportive services include the following:

1. **Linkages to community services;**

Assistance in providing linkages, referrals, and accurate information about the availability of supportive service assistance not provided or funded by the WIOA. These services may include: SNAP benefits, temporary assistance for needy families (TANF), veteran's assistance funds, financial assistance for education, county public assistance funds, etc.

2. **Assistance with transportation;**

Transportation assistance includes costs for items such as: mileage reimbursement, basic car repairs, car liability insurance, bus, or other transportation fares.

3. **Assistance with child care and dependent care;**

4. **Assistance with housing;**

Emergency housing assistance may be provided to clients on a one-time basis. The assistance may include cost for rent, temporary housing in a motel/hotel or apartment, utility payments, deposits and relocation expenses. Since this is a one-time emergency intervention, a plan must be established to ensure the client will be able to meet long term housing needs. Deposits may only be issued with an understanding between the company and the Administrative Entity that the deposit will be returned to the program and not the participant.

5. **Assistance with educational testing;**

6. **Reasonable accommodations for individuals with disabilities;**

7. **Legal aid services;**

8. **Referrals to health care;**

Formal documentation must show the requirement for the medical services in order to participate in training and/or employment. The formal documentation must be from the training provider or employer, and indicate that the medical services are necessary in order to continue participation in training and/or employment.

Example: A curriculum requirement that a TB test is required to be admitted in the Healthcare training, a requirement from an employer that all applicants must take a physical, etc. Case notes are not sufficient documentation to allow for payment of medical services.

9. Assistance with uniforms or other appropriate work attire and work related tools, including such items as eyeglasses and protective eye gear;
10. Assistance with books, fees, school supplies, and other necessary items for students enrolled in postsecondary education classes; and
11. Payments and fees for employment and training-related applications, tests, and certifications.

Limitations

Supportive services cannot exceed \$1,000 for the participant's entire duration in the program. Supportive service costs are excluded as a part of the training costs.

Cost Considerations

The cost of supportive services must be both reasonable and competitive in price. When multiple options are available for receiving supportive services, documentation must show that a reasonable effort was made to determine the lowest competitive cost available was chosen.

Payment Procedures

Always follow the E&T Payment Processing Guide for all supportive service activities.

Service Coordination

The client need, necessity of the supportive service, and lack of similar services available in the community must be documented in the case file and be included in the Individual Employment Plan (IEP) or Individual Service Strategy (ISS). A NEworks activity must also be opened in their WIOA application.

Duration

The frequency of supportive services delivered to each client is based on their Individual Employment Plan (IEP) or Individual Service Strategy (ISS), with the exception of Emergency Housing. Emergency Housing may be provided one time to each client.

Disclaimer

This policy is based on Greater Nebraska's reading of the applicable statutes, regulations, rules and guidance released by the U.S. Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

INSTRUCTIONS: Provide the lead local board’s policy work-based learning for adults, dislocated workers, and youth within the private-for-profit sector, non-profit sector, or public sector, including, as applicable:

- Summer employment opportunities and other employment opportunities available through the school year (youth only);
- Pre-apprenticeship programs;
- Internships and job shadowing;
- On-the-job training opportunities; and
- Transitional jobs.

Work-Based Learning Policy

Greater Nebraska Workforce Development Area

550 South 16th Street
Lincoln, NE 68508
402-471-9878
ndol.greaternebraska@nebraska.gov

Policy No. 22

Effective Date **7/1/2017**
Supersedes **Supportive Services Policy – Attachment S**
Revision Date
Revision No.
Approval **GNWDB**

Purpose

The purpose of the Work-Based Training policy in the WIOA Title I Adult, Dislocated Worker and Youth programs is to provide procedures for implementing and managing training agreements/contracts for Work-Based Training, including On-the-Job Training, Registered Apprenticeship training, Transitional Jobs, Customized Training, Work Experience, Pre-Apprenticeship Training, and Job Shadowing.

Background

Various Work-Based Training activities are available for Adults, Dislocated Workers and Youth under the Workforce Innovation and Opportunity Act. Activities identified as Work-Based Training and addressed in this policy include On-the-Job Training, Registered Apprenticeship training, Transitional Jobs, paid or unpaid Work Experiences, Pre-Apprenticeship training, and Job Shadowing.

Action

Effective 7/1/2017, regional managers, workforce coordinators, and other service provider staff must implement this policy.

Definitions

On-the-Job Training – The term “on-the-job training” means training by an employer that is provided to a paid participant while engaged in productive work in a job that—

- A.** Provides knowledge or skills essential to the full and adequate performance of the job;
- B.** Is made available through a program that provides reimbursement to the employer of up to 75 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and
- C.** Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.¹

Registered Apprenticeship – Registered Apprenticeship is an "Earn and Learn" training model, providing a unique combination of structured learning with on-the-job training from an assigned mentor. Related instruction, technical training or other certified training is provided by apprenticeship training centers, technical schools, community colleges, and/or institutions employing distance and computer-based learning approaches. The goal is to provide workers with advanced skillsets that meet the specific needs of employers. Upon completion of a Registered Apprenticeship program, participants receive an industry issued, nationally recognized credential that certifies occupational proficiency and is portable.

Transitional jobs – Transitional jobs are defined as time-limited subsidized work experiences that help individuals who are chronically unemployed and have barriers to employment establish a work history and develop skills to access unsubsidized employment and progress in the workplace.

Customized Training – The term “customized training” means training—

- A.** That is designed to meet the specific requirements of an employer (including a group of employers);
- B.** That is conducted with a commitment by the employer to employ an individual upon successful completion of the training; and
- C.** For which the employer pays—
 - a.** A significant portion of the cost of training, as determined by the local board involved, taking into account the size of the employer and such other factors as the local board determines to be appropriate, which may include the number of employees participating in training, wage and benefit levels of those employees (at present and anticipated upon completion of the training), relation of the training to the competitiveness of a participant, and other employer-provided training and advancement opportunities; and

¹ WIOA Sec. 3 (44)

- b. In the case of customized training involving an employer located in multiple local areas in the State, a significant portion of the cost of the training, as determined by the Governor of the State, taking into account the size of the employer and such other factors as the Governor determines appropriate.²

Work Experience – Paid (subsidized) or unpaid work experience is a planned, structured learning experience in a workplace for a limited period of time that provide participants with opportunities for career exploration and skill development.³

Pre-Apprenticeship – Pre-apprenticeship is a program or set of strategies designed to prepare individuals to enter and succeed in registered apprenticeship programs and has a documented partnership with at least one, if not more, registered apprenticeship programs(s).⁴

Job Shadowing – A work experience option where youth learn about a job by walking through the work day as a shadow to a competent worker. The job shadowing work experience is a temporary, unpaid exposure to the workplace in an occupational area of interest to the youth.⁵

Policy

General Requirements for Participant Eligibility

- Work-based training opportunities must be identified as an appropriate activity for program participants on the IEP or ISS.
- IEPs or ISSs and/or case notes will specify goals of the Work-Based Training activity by –
 - Identifying purpose of the activity and
 - Outcomes expected.

Work Experience and Transitional Jobs

1. Work experience and transitional jobs may be in the private-for-profit sector, the non-profit sector or in the public sector, for participants whose assessment and employment development plan / individual service strategy indicate that work experience and/or transitional jobs are appropriate. Work experiences may be paid or unpaid.
2. Work experiences and transitional jobs will be in positions that are “entry-level.”
3. For paid work experiences and transitional jobs, WIOA will pay the participants’ wages. Wages are set at the Nebraska’s minimum wage, \$9.00 an hour.
4. Participants in work experience and transitional jobs will work 30 hours or less a week. The duration of the work experience and transitional job will be determined based upon the expected outcomes; however, duration of a work experience or transitional job assignment will not exceed 500 hours. WIOA Youth program participants must include an academic and occupational education.

² WIOA Sec. 3 (14)(A)(B)(C) and 680.760

³ 681.600 (a)

⁴ 681.600 (c)(2)

⁵ 681.600 (c)(3)

NOTE: WIOA Youth program participants might participate in more than one work experience assignment over the duration of their program participation – i.e. summer employment, job shadowing, pre-apprenticeship programs.

5. No participant will work in any subsidized work experience position or transitional job when the same or substantially equivalent position is vacant due to a hiring freeze.
6. The worksite supervisor is expected to provide supervision and training for participants, as well as monitor progress and application of job readiness skills. The ratio of trainee to supervisor will not exceed 5 to 1.
7. Work Experience and Transitional Jobs participants are considered trainees. Therefore staff developing such training opportunities must ensure adequate supervision at the worksites. A supervisor must be on-site at all times during the trainee's work hours.
8. The number of work experience or transitional jobs participants assigned per work site will not be greater than 51% of total employees at the worksite. Exceptions must be presented to the Administrative Entity with justification of adequate training.
9. Future work experience or transitional jobs requests from worksites will be denied if those worksites have not honored the requirements set forth in previous worksite agreements.
10. On site monitoring of worksites will take place at least monthly.⁶

On-the-Job Training (OJT)

See **policy 16, "On-The-Job Training"**

Customized Training

1. Customized training is designed to meet the special requirements of an employer or group of employers.
2. The employer(s) must pay not less than 50 percent of the cost of the training.
3. Employer matching costs must be in cash, or in-kind, must be documented, and are subject to audit.
4. Customized training may be provided to WIOA program participants eligible for training services.
5. The employer (or group of employers) must commit to hire individuals who successfully complete the customized training program and trainees must agree to accept employment offers from the employer.
6. The employer groups will assist WIOA staff in identifying appropriate training providers. As appropriate, local procurement of training providers will occur.
7. An agreement between WIOA, the training provider and the employer (or group of employers) will be finalized and signed prior to the start of training.

⁶ 681.600

8. A customized training contract may also be written to train a customer who is already working for the employer (or group of employers) for which the customized training is being provided, when the employee is not earning a self-sufficient wage. In this situation, customized training provided to a previously employed worker must elevate the employee to reach at least a self-sufficient wage through skill upgrade training that relates to either:
 - a. The introduction by the employer of new technologies;
 - b. The introduction to new production or service procedures; or
 - c. Upgrading to new jobs that require additional skills/workplace literacy.

Registered Apprenticeship

1. Registered Apprenticeship is an important component of potential training and employment services that are based on an “Earn and Learn” model. Registered Apprenticeship can be funded through several mechanisms. Registered Apprenticeship program sponsors can be Eligible Training Providers.
 - a. Some Employers who provide related instructions with Registered Apprenticeship programs can provide formal in-house instructions as well as the on the job training at the worksite.
 - b. Some Employers will use an outside educational provider for the classroom instruction. Employers can use two- or four-year post-secondary institutions, technical training schools or on-line courses for related instructions. The employer is the Eligible Training Provider and must identify its instructional provider.
 - c. For multiple year apprenticeships, funding to cover the costs of related training will be negotiated and obligated by quarter.
2. On-the-Job Training Agreements and procedures will be utilized for the on the job training hours of the apprenticeship.

Disclaimer

This policy is based on Greater Nebraska’s reading of the applicable statutes, regulations, rules and guidance released by the U.S. Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

INSTRUCTIONS: Provide the lead local board’s policy on youth eligibility.

Youth Eligibility Policy

Greater Nebraska Workforce Development Area

550 South 16th Street
Lincoln, NE 68508
402-471-9878
ndol.greaternebraska@nebraska.gov

Policy No.	23
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Effective Date	7/1/2017
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Supersedes	
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Revision Date	
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Revision No.	
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Approval	GNWDB
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Reference

- Workforce Innovation and Opportunity Act (WIOA) Sections 3, 129, 181, 188, 189, 203, 225
- 20 CFR §§ 680.110, 681.210, 681.220, 681.230, 681.260, 681.300, 681.550;
- 29 CFR § 37.4;
- 42 USC §§ 14043e-2(6) and 11434a(2)
- TEGLs 8-15 and 23-14
- Neb. Rev. Stats. §§ 79-201, 79-202, 79-319, and 79-1601
- Nebraska Department of Labor (NDOL) Youth Program Eligibility

Purpose

This policy establishes criteria for youth program eligibility in the local area.

Background

Eligibility criteria for the WIOA Title IB Youth program are defined under the provisions of WIOA and its implementing rules and regulations.

Action

Effective 7/1/2017, regional managers, workforce coordinators, and other service provider staff must implement this policy.

Policy

This policy defines the requirements for eligibility in the WIOA Youth program and is organized in three (3) sections and has two (2) appendices.

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Section 1. Eligibility Criteria

The local program operator must collect and document information to support an eligibility determination for an individual as an ISY or OSY. Both ISY and OSY are eligible for services through the WIOA Youth program.

ISY eligibility criteria

For an individual to qualify as an ISY, two (2) levels of criteria must be met.

1. Level 1: An individual must meet all of the criteria listed in Table 1.

Table 1. ISY Level 1 Eligibility Criteria¹

ISY Level 1 Eligibility Criteria

1. The individual must provide equal opportunity (EO) data: race, ethnicity, age, sex, and disability.
2. If male, the individual must have registered with the Selective Service.
3. The individual must be a U.S. citizen or a qualified alien.
4. The individual is not younger than age 14 or older than age 21 (see "**Age-based eligibility for ISY**") for information on age-based eligibility for ISY).
5. The individual is attending school, including secondary or postsecondary school.
6. The individual is a low-income individual.²

2. Level 2: An individual must meet at least one (1) of the eight (8) criteria listed in Table 2.

Table 2. ISY Level 2 Eligibility Criteria³

ISY Level 2 Eligibility Criteria

1. The individual is basic skills deficient.
2. The individual is an English language learner.
3. The individual is an offender.
4. The individual is a homeless individual who:⁴
 - a. Lacks a fixed, regular, and adequate nighttime residence; and is
 - i. Sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;

¹ WIOA Secs. 188(a)(5) and 189(h); 20 CFR §§ 680.110(c) and 681.220

² See APPENDIX II for the definition of "**Low-Income Individual**"

³ WIOA Secs. 188(a)(5) and 189(h); 20 CFR §§ 680.110(c) and 681.220

⁴ 42 USC §§ 14043e-2(6) and 11434a(2)

ii. Lives in a motel, hotel, trailer park, or campground due to the lack of alternative adequate accommodations;

iii. Lives in an emergency or transitional shelter; or

iv. Is awaiting foster care placement;

b. Has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.

c. Is a migratory youth who is living under circumstances described in Sections 3.a. and 3.b. of this Table 2;

d. Lives in cars, parks, public spaces, abandoned buildings, substandard housing, bus or training stations, similar settings; or

e. Is a runaway.

5. The individual:

a. Is in foster care;

b. Has aged out of the foster care system;

c. Has attained age 16 and left foster care for kinship guardianship or adoption;

d. Is eligible for assistance under the John H. Chafee Foster Care Independence Program; or

e. Is in an out-of-home placement.

6. The individual is pregnant or parenting.

7. The individual is a person with a disability.

8. The individual requires additional assistance to complete an educational program or to secure or hold employment. (See subsection (1) below for information on the low-income eligibility limitation for ISY and subsection (2) for information on the low-income exception)

Age-based eligibility for ISY⁵

As stated above, the individual must not be younger than age fourteen (14) or older than age twenty-one (21) to be considered eligible as an ISY, unless the individual is a person with a disability who is attending school under state law.

An individual's age eligibility is determined at the time of program enrollment. Once enrolled, an ISY may continue to receive services beyond the age of twenty-one (21).

1. Low-income eligibility limitation for ISY

⁵ 20 CFR § 681.220(b)

In each local area, not more than five (5) percent of the ISY assisted may be eligible based solely on the need for additional assistance to complete an educational program or to secure or hold employment (see criterion **8** in Table 2 above).⁶ This requirement applies only to ISY.

Example: For example, if a local area enrolls 100 ISY during PY 2015, only 5 of those 100 youth can be determined eligible using the “additional assistance” criterion. Participants that were enrolled under WIA and carried into WIOA are not factored into the 5 percent “additional assistance” limitation.

2. Low-income eligibility exception

For the avoidance of doubt, the “requires additional assistance” criterion referred to above in Table 2 and in subsection (2) is different from the five (5) percent low-income eligibility exception.

Up to five (5) percent of all youth (ISY and OSY) enrolled during a given program year do not need to meet the low-income requirement for eligibility.⁷

Example: A local area enrolled 200 youth and 100 of those youth were OSY who were not required to meet the low-income criteria, 50 were OSY who were required to meet the low-income criteria, and 50 were ISY.

In this example, the 50 OSY required to be low income and the 50 ISY are the only youth factored into the 5 percent low-income exception calculation.

Therefore, in this example 5 of the 100 youth who ordinarily would be required to be low-income do not have to meet the low-income criteria based on the low-income exception.

OSY eligibility criteria

For an individual to qualify as an OSY, two (2) levels of criteria must be met.

1. Level 1: An individual must meet all of the criteria listed in Table 3.

Table 3. OSY Level 1 Eligibility Criteria⁸

OSY Level 1 Eligibility Criteria

- 1.** The individual must provide EO data: race, ethnicity, age, sex, and disability.
- 2.** If male, the individual must have registered with the Selective Service.
- 3.** The individual is a U.S. citizen or a qualified alien.
- 4.** The individual is not younger than age 16 or older than age 24 (see subsection (1) below for information on age-based eligibility for OSY).
- 5.** The individual is not attending school, including secondary or postsecondary school.

⁶ WIOA Sec. 129(a)(3)(B); TEGL 8-15

⁷ TEGL 8-15

⁸ WIOA Secs. 188(a)(5) and 189(h); 20 CFR §§ 680.110(c) and 681.210

2. Level 2: An individual must meet at least one (1) of the nine (9) criteria listed in Table 4.

Table 4. OSY Level 1 Eligibility Criteria⁹

OSY Level 2 Eligibility Criteria

1. The individual is a school dropout.
2. The individual is subject to compulsory school attendance under state law but has not attended for at least the most recent complete school-year quarter or calendar-year quarter.
3. The individual is recipient of a secondary school diploma or its recognized equivalent and a low-income individual¹⁰ and either:
 - a. Basic skills deficient; or
 - b. An English language learner.
4. The individual is an offender.
5. The individual is a homeless individual who:
 - a. Lacks a fixed, regular, and adequate nighttime residence; and is
 - i. Sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
 - ii. Living in a motel, hotel, trailer park, or campground due to the lack of alternative adequate accommodations;
 - iii. Living in an emergency or transitional shelter;
 - iv. Is abandoned in a hospital; or
 - v. Is awaiting foster care placement;
 - b. Has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
 - c. Is a migratory youth who is living under circumstances described in Sections 3.a. and 3.b. of this Table 4;
 - d. Lives in cars, parks, public spaces, abandoned buildings, substandard housing, bus or training stations, or similar settings; or
 - e. Is a runaway.
6. The individual:

⁹ WIOA Secs. 188(a)(5) and 189(h); 20 CFR §§ 680.110(c) and 681.210

¹⁰ See APPENDIX II "**Low-Income Individual**" for the definition of low-income individual

- a. Is in foster care;
- b. Has aged out of the foster care system;
- c. Has attained age 16 and left foster care for kinship guardianship or adoption;
- d. Is eligible for assistance under the John H. Chafee Foster Care Independence Program; or
- e. Is in an out-of-home placement.

7. The individual is pregnant or parenting.

8. The individual is an person with a disability.

9. The individual requires additional assistance to enter or complete an educational program or secure or hold employment and is a low-income individual. (See subsection (3) for information on the low-income exception)

1. Age-based eligibility for OSY¹¹

An individual's age eligibility is determined at the time of program enrollment. Once enrolled, OSY may continue to receive services beyond the age of twenty-four (24).

2. Low-income requirement for OSY

If either criterion 3 or 9 in Table 4 is used to determine an individual's eligibility as an OSY, the individual must also be a low-income individual.

3. Low-income eligibility exception

Up to five (5) percent of all youth (ISY and OSY) enrolled during a given program year do not need to meet the low-income requirement for eligibility.¹² Refer to Section I(a)(3) for an example of this scenario.

Section 2. Eligibility of Former WIA Participants

All Workforce Investment Act (WIA) Youth program participants who were enrolled in the WIA Youth program as of July 1, 2015 are automatically enrolled into the WIOA Youth program, even if the participant would not otherwise be eligible for the WIOA Youth program. In other words, local WIOA Youth program operators are not required to complete an eligibility redetermination if the participant has been determined eligible and enrolled under WIA.

WIA Youth program participants must be allowed to complete the WIA Youth program services specified in their individual service strategy.¹³

¹¹ 20 CFR § 681.210(b)

¹² TEGL 8-15

¹³ TEGL 23-14

Section 3. Nondiscrimination¹⁴

All programs and activities funded or financially assisted in whole or in part under WIOA must comply with all laws on the prohibition against discrimination on the basis of age, disability, or sex, or on the basis of race, color, national origin, or political affiliation or belief.

Participation in programs and activities funded under WIOA must be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

Disclaimer

This policy is based on Greater Nebraska’s reading of the applicable statutes, regulations, rules and guidance released by the U.S. Government and the State of Nebraska. This policy is subject to change as revised or additional statutes, regulations, rules and guidance are issued.

Appendix 1. Nebraska Census Tracts meeting “High Poverty” Definition

(30% or more of households in the census tract are at or below the poverty line)

Table 5. Greater Nebraska Workforce Development Area high poverty census tracts

Census Tract	Estimated Number	Estimated Number Below	
		Poverty	Percent Below Poverty
Census Tract 101, Dakota County, Nebraska	2,238	863	38.56%
Census Tract 9696, Buffalo County, Nebraska	1,644	517	31.45%

Appendix 2.

1. Attending Postsecondary School

Nebraska State Law does not include postsecondary institutions in its definition of **attending school**.

For purposes of this policy, **attending postsecondary school** means enrollment in any program of study offered by any of the following providers:

- Postsecondary institutions that are accredited according to the requirements of the U.S. Department of Education;
- Postsecondary institutions that are listed on Nebraska’s or other states’ Eligible Training Provider List (ETPL);
- Private postsecondary career schools that are licensed or authorized by the Nebraska Department of Education to operate in Nebraska; and

¹⁴ WIOA Sec. 188 et seq.; see also NDOL’s policy on “**Accessibility**”

- Private postsecondary career schools that are licensed or authorized to operate in other states according to the requirements of the states in which they operate.

For purposes of this policy, **program of study** means one (1) or more courses or classes.

Attending postsecondary school does not mean the individual has physically attended or is attending a class or classes at the time of the determination of eligibility. If the individual is enrolled or has the intent to enroll (i.e., completed a pre-application or application to institution, registered for classes, etc.) with any provider described above:

- For any program of study at the time WIOA eligibility is determined, then the individual's status is ISY; or
- Attending any program of study but is between regularly scheduled training periods (a break between quarters, semesters, etc.), then the individual's status is ISY.

2. Attending School (e.g., secondary school)

Under WIOA, the phrase **attending school** is defined by state law.¹⁵ Nebraska State Law defines attending school as:

- Enrollment in a school approved by the Nebraska State Board of Education,¹⁶ including:
 - Accredited public and private schools;
 - Accredited denominational and parochial schools; and
 - Schools that elect not to meet accreditation requirements, including home schools;
- Regular attendance each day the school is open unless:
 - The individual is excused from attendance by school authorities;
 - Illness makes attendance impossible; or
 - Severe weather makes attendance impossible.

In Nebraska, individuals ages six (6) to eighteen (18) are required to attend school,¹⁷ with three (3) exceptions:¹⁸

- The individual has obtained a high school diploma;
- The individual has completed a program of instruction offered by an unaccredited school that is approved by the Nebraska State Board of Education; or
- Has reached sixteen (16) years of age and has been legally withdrawn from school.

3. Basic Skills Deficient

An individual who is **basic skills deficient** is an individual that:¹⁹

¹⁵ 20 CFR § 681.550(a)

¹⁶ Neb. Rev. Stat. §§ 79-201, 79-202, 79-319, and 79-1601

¹⁷ Neb. Rev. Stat. 79-201

¹⁸ Neb. Rev. Stat. 79-202

¹⁹ WIOA Sec. 3(5)

- Has English reading or writing skills or computing skills at or below the 8th grade level on a generally accepted standardized test; or
- Is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society.

4. English Language Learner

English language learner means an individual:²⁰

- Who has limited ability in reading, writing, speaking, or comprehending the English language; and
 - Whose native language is a language other than English; or
 - Who lives in a family or community environment where a language other than English is the dominant language.

5. High-Poverty Area

High-poverty area means a census tract where thirty (30) percent or more of the households in the census tract fall below the current Federally-established poverty level.

High-poverty areas are determined by the U.S. Census Bureau's most recent American Community Survey.²¹

APPENDIX I provides the current list of Nebraska's census tracts meeting this definition.²²

To determine the census tract in which an individual resides, use this address search tool: <http://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?ref=addr&refresh=t>.

6. Individual with a Disability²³

An **individual with a disability** is an individual who:

- Has a **physical or mental impairment** that substantially limits one (1) or more major life activities;
- **Has a record of such an impairment**; or
- Is **regarded as having such an impairment**.

Definitions for the phrases **has a record of such an impairment**, **physical or mental impairment**, and **regarded as having such an impairment** are provided below in subsections a., c., and d., along with definitions for related terms and phrases.

A. Has a record of such an impairment

²⁰ WIOA Secs. 3(20) and 203(7)

²¹ 20 CFR § 681.260

²² Taken from the 2014 American Community Survey, Table number B17017, as provided by NDOL's Office of Labor Market Information. The boundaries of census tracts may change with each ten-year census. The most recent census tracts were designated in 2010.

²³ 29 CFR § 37.4

The phrase **has a record of such an impairment** means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one (1) or more major life activities.

B. Major life activities

The phrase **major life activities** means functions such as:

- Caring for oneself;
- Performing manual tasks;
- Walking;
- Seeing;
- Hearing;
- Speaking;
- Breathing;
- Learning; and
- Working.

C. Physical or mental impairment

The **phrase physical or mental impairment** means:

- Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one (1) or more of the following body systems:
 - Neurological;
 - Musculoskeletal;
 - Special sense organs;
 - Respiratory (including speech organs);
 - Cardiovascular;
 - Reproductive;
 - Digestive;
 - Genitourinary;
 - Hemic and lymphatic;
 - Skin; and
 - Endocrine; or
- Any mental or psychological disorder such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

Physical or mental impairment includes contagious and noncontagious diseases and conditions such as:

- Orthopedic;
- Visual;
- Speech and hearing impairments;
- Cerebral palsy;
- Epilepsy;
- Muscular dystrophy;
- Multiple sclerosis;
- Cancer;
- Heart disease;
- Diabetes;
- Mental retardation;
- Emotional illness;
- Specific learning disabilities;
- HIV disease (whether symptomatic or asymptomatic);
- Tuberculosis;
- Drug addiction; and
- Alcoholism.

Physical or mental impairment does not include homosexuality or bisexuality.²⁴

D. Regarded as having an impairment

The phrase **is regarded as having an impairment** means;

- Has a physical or mental impairment that does not substantially limit major life activities but that is treated by the recipient as being such a limitation;
- Has a physical or mental impairment that substantially limits major life activities only as a result of the attitudes of others toward such impairment; or
- Has none of the physical or mental impairments defined above but is treated by the recipient as having such an impairment.

7. Low-Income Individual

A low-income individual is an individual who meets one (1) or more of the eight (8) criteria described in Table 8.

²⁴ 29 CFR § 37.4

Table 8. Low-income eligibility criteria²⁵**Low-income Eligibility Criteria**

- 1.** The individual currently receives or is a member of a family currently receiving assistance through:
 - a.** Supplemental Nutrition Assistance Program;
 - b.** Temporary Assistance for Needy Families Program;
 - c.** Supplemental Security Income through the Social Security Administration; or
 - d.** state or local income-based public assistance.
- 2.** In the past six (6) months, the individual has received or is a member of a family that has received assistance through:
 - a.** Supplemental Nutrition Assistance Program;
 - b.** Temporary Assistance for Needy Families Program;
 - c.** Supplemental Security Income through the Social Security Administration; or
 - d.** state or local income-based public assistance.
- 3.** The individual is in a family whose total family income does not exceed the higher of:²⁶
 - a.** The current Federally-established poverty line; or
 - b.** Seventy (70) percent of the Federally-established lower living standard income level (LLSIL).
- 4.** The individual is a homeless individual who:²⁷
 - a.** Lacks a fixed, regular, and adequate nighttime residence; and is
 - i.** Sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
 - ii.** Living in a motel, hotel, trailer park, or campground due to the lack of alternative adequate accommodations;
 - iii.** Living in an emergency or transitional shelter; or
 - iv.** Awaiting foster care placement;

²⁵ WIOA Sec. 3(36)

²⁶ The term "lower living standard income level" means the income level determined annually by the Secretary of Labor based on the most recent lower living family budget issued by the Secretary. Refer to NDOL's current issuance(s) for the current Federally-established poverty line or LLSIL.

²⁷ 42 USC §§ 14043e-2(6) and 11434a(2)

b. Has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;

c. Is a migratory youth who is living in circumstances described in subsections 4.a. and 4.b. above;

d. Lives in cars, parks, public spaces, abandoned buildings, substandard housing, bus or training stations, or similar settings; or

e. Is a runaway.

5. The individual receives or is eligible to receive a free or reduced-price lunch under the Richard B. Russell National School Lunch Act, unless the individual is a recipient of a secondary school diploma or its recognized equivalent.

6. The individual is a foster child on behalf of whom state or local government payments are made.

7. The individual is an person with a disability whose income meets the income requirement of Sections 3.a. or 3.b. of this Table 8.

8. The individual lives in a high-poverty area. (see "**Appendix 1. Nebraska Census Tracts meeting "High Poverty" Definition**")

A. Income considered when determining low-income status²⁸

The following types of payments made or in-kind aid to individuals **are not** considered income when determining low-income eligibility for the WIOA Youth program:

- TANF payments;
- Reduced price lunches under the Richard B. Russell National School Lunch Act;
- Payments made on behalf of a foster child by state or local government payments; or
- Payments made to individuals participating programs authorized under WIOA Title I.

There are no other income exclusions.

For the avoidance of doubt, all other types of payments made to individuals are considered income when determining low-income eligibility for the WIOA Youth program, including:

- Unemployment insurance benefits;
- Child support payments; and
- Payments made by state-administered plans for old-age assistance.

When determining low-income status of an individual with a disability, the income of the individual's family must not be considered.

²⁸ WIOA Secs. 3(36) and 181(a)(2)

8. Offender

Offender means an adult or juvenile:²⁹

- Who is or has been subject to any stage of the criminal justice process, and for whom services under this WIOA may be beneficial; or
- Who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

9. Pregnant or Parenting

An individual who is pregnant or parenting includes a custodial or noncustodial parent, such as a father.³⁰

10. Recipient

The term recipient, as used in Section 6.d. of this APPENDIX I, refers to:

- State-level agencies that administer or are financed in whole or in part with WIOA Title I funds;
- State employment security agencies;
- State and local workforce development boards;
- One-stop operators;
- Service providers, including eligible training providers;
- On-the-job training (OJT) employers;
- Job Corps contractors and center operators, excluding the operators of Federally-operated Job Corps centers;
- Job Corps national training contractors;
- Outreach and admissions agencies, including Job Corps contractors that perform outreach and admissions functions;
- Placement agencies, including Job Corps contractors, that perform placement functions; and
- Other national program recipients.

11. Requires Additional Assistance

The phrase **requires additional assistance** must be defined in policy at the local level by the local board and must be included in the local area plan.³¹ Local area policies on requires additional assistance must be reasonable, quantifiable, and based on evidence that the characteristic of the youth identified in the policy objectively requires additional assistance.³²

²⁹ WIOA Sec. 3(38)

³⁰ U.S. Department of Labor response to comments on 20 CFR § 681.220 in the WIOA Final Rule

³¹ 20 CFR § 681.300

³² TEGL 8-15

EXAMPLE: "Reading below grade level" is an example of an evidence-based, quantifiable characteristic. On the other hand, "low GPA" is a vague characteristic. Using an individual's GPA as the basis for **requires additional assistance** would be specific and quantifiable if a specific threshold for the GPA identified such as a "GPA lower than 1.5 on a 4.0 scale."

12. School

Under WIOA, the term school is defined by state law.³³ Nebraska State Law defines school as a school approved by the Nebraska State Board of Education,³⁴ including:

- Accredited public and private secondary schools;
- Accredited denominational and parochial secondary schools; and
- Schools that elect not to meet accreditation requirements, including home schools.

Nebraska State Law does not include postsecondary institutions in its definition of school. For purposes of this policy, the following providers or programs are considered schools:

- All postsecondary institutions that are accredited according to the requirements of the U.S. Department of Education;
- All private postsecondary career schools that are licensed or authorized to operate by the Nebraska Department of Education; and
- All private postsecondary career schools that are licensed or authorized to operate in other states according to the requirements of the states in which they operate.

The following providers or programs are not considered schools under WIOA:³⁵

- Providers of Adult Education programs under Title II of WIOA;
- YouthBuild programs;
- Job Corps programs;
- High school equivalency programs; and
- Dropout-reengagement programs.

³³ 20 CFR § 681.230

³⁴ Neb. Rev. Stats. §§ 79-201, 79-202, 79-319, and 79-1601

³⁵ 20 CFR § 681.230

Attachment 20

Continuity of Service Plan

Greater Nebraska Workforce Development Area

550 South 16th Street

Lincoln, NE 68508

402-471-9878

ndol.greaternebraska@nebraska.gov

INSTRUCTIONS: Provide the lead local board's policy on continuity-of-service plan.

The Greater Nebraska Workforce Development Board will adhere to all requirements of the Nebraska Department of Labor's American Job Center (AJC) Certification and Local Workforce Delivery System Evaluation policy. The Board will work with the One Stop Operator and the system partners to make every effort to achieve certification of the AJC. In the event the Grand Island AJC is not certified, the Continuity of Service plan will be implemented.

Conditional Certification

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Should recommendation of conditional certification be the initial action taken by the Greater Nebraska Evaluation & Certification Team, the Greater Nebraska Workforce Development Board will follow the steps as outlined in state policy by sending a signed letter from the Team to the one stop operator, identifying deficiencies that must be corrected within ninety (90) days of the date of the conditional certification and will send a copy of that letter to:

- Joan Modrell, Director, Office of Employment and Training, NDOL at joan.modrell@nebraska.gov
- WIOA policy mailbox at ndol.wioa_policy@nebraska.gov

At this time, the Evaluation & Certification Team will schedule 30 day and 60 day reviews to determine the extent of progress being made by the one stop operator and to work with the operator to resolve the findings. Immediately after the 60 day review, the Team will report in writing to the Board with a forecast of the likelihood of all deficiencies being resolved within the next 30 days.

Once the one stop operator informs the Chair of the Greater Nebraska Workforce Development Board that all deficiencies have been resolved, the Chair or his/her designee will reconvene the Greater Nebraska Evaluation and Certification Team to conduct a follow-up evaluation using the same criteria and procedures in play during the initial evaluation in order to confirm correction of the deficiencies.

If the deficiencies are not resolved within the 90 days referenced above, the Greater Nebraska Workforce Development Board will send a letter to the one stop operator, signed by the Board Chair and by the Greater Nebraska Evaluation and Certification Team Lead, stating that conditional certification of the AJC has been revoked and a finding of non-certification will trigger the Continuity of Service plan.

AJC Not Recommended for Certification

Should no recommendation for certification be the initial action taken by the Greater Nebraska Evaluation & Certification Team, the Greater Nebraska Workforce Development Board will send a signed letter from the Team to the one stop operator, with specific corrective action items and steps that must be taken within a time period not to exceed 60 days before certification can be approved and a copy of that letter sent to:

- Joan Modrell, Director, Office of Employment and Training, NDOL at joan.modrell@nebraska.gov
- WIOA policy mailbox at ndol.wioa_policy@nebraska.gov

Once the one stop operator informs the Chair of the Greater Nebraska Workforce Development Board that all deficiencies have been resolved, the Chair or his/her designee will reconvene the Greater Nebraska Evaluation and Certification Team to conduct a follow-up evaluation using the same criteria and procedures in play during the initial evaluation in order to confirm correction of the deficiencies.

Once the Greater Nebraska Workforce Development Board approves the certification of the AJC, NDOL will notify the Nebraska Workforce Development Board.

Non-Certification & Continuity of Service

The Greater Nebraska Workforce Development Board's Continuity of Service plan is to be initiated in the event that the Grand Island AJC is not certified. Under this plan, the Greater Nebraska Workforce Development Board and its staff assume the duties of the One Stop Operator, either by performing directly such duties or by executing a short term professional services agreement, for a period not to exceed four months.

During this four month period, a process for competitive selection of a new one-stop operator begins immediately as a top priority for the Greater Nebraska Workforce Development Board and the Chief Elected Officials Board.

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