

GL Attachment O – Local Area On the Job Training Policy

On-the-Job Training Policy

The Greater Lincoln Workforce Area has implemented the following guidelines for operating the On the Job Training (OJT) program under the Workforce Investment Act. These guidelines address the elements necessary to comply with the requirements of the Workforce Investment Act and the City of Lincoln's contracting provisions. The following documents are included in this policy:

1. On The Job Training Policy
2. On The Job Training Contract Format
3. On The Job Training Fact Sheet
4. On The Job Training Pre-Award Review
5. On The Job Training Pre-Award Review Addendum

Definition

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. Provides reimbursement of a percentage of the wage rate to the employer for the extraordinary costs of providing the training and additional supervision related to the training; and
- C. Is limited in duration to the time necessary for a participant to become proficient in the occupation for which they are receiving the OJT training, taking into account the skill requirements of the occupation, the academic and occupation skill level of the participant, prior work experience, and the individual employment plan.

Pre-Award Reviews

A pre-award review is conducted prior to contract execution. One Stop Employment Solutions staff will determine if the employer meets the requirements for OJT. A review of a draft of the OJT contract, including assurances, is conducted at the time of the Pre- Award Review. The Pre-Award review is attached.

When multiple or follow-on contracts are initiated with the same employer a complete pre-award review of subsequent contracts is not necessary if a review has been conducted within the past six months. An OJT Review Addendum is required (attached).

On-the-Job Training Contract Requirements

OJT contracts are procured in accordance with all federal, state and local procurement policies and at a minimum shall include the following information:

1. The occupation(s) for which training is to be provided;
2. The length of time the training will be provided;
3. The wage rate to be paid to the trainee;
4. The rate of reimbursement to the employer;
5. The maximum amount of reimbursement;

6. A training outline that reflects the skills and competencies to be learned for each position;
7. An outline of any other separate classroom training that may be provided by the employer;
8. Signatures of the individuals authorized to enter and sign contracts; and
9. Standard assurances that acknowledge the employer's responsibilities in accepting public funds for training.

A copy of the OJT contract is attached.

Employer Assurances

On the Job Training (OJT) contracts include standard assurances that are designed to acknowledge a contractor's responsibilities in accepting public funds for training. These assurances address the following responsibilities:

1. 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).
2. 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.
3. 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 trainee. It is not allowable for an OJT position to be created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
4. 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.
5. Trainees in on-the-job training must be provided wages, 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.
6. Funds provided to employers for OJT must not be used to directly or indirectly assist, promote or deter union organizing.
7. No individual in a decision-making capacity shall engage in any activity, including participation in the selection, award, or administration of a contract supported by Workforce Investment Act funds if a conflict of interest would be involved.
8. No member of the trainee's immediate family shall serve in an administrative capacity for the employer, or will directly supervise the trainee. Immediate family is defined as the trainee's spouse, children, parents, grandparents, grandchildren, brothers, sisters, or persons bearing the same relationship to the trainee's spouse.
9. The employer will provide worker's compensation coverage for the trainee and abide by health and safety standards established under State and Federal law.
10. Trainees shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).

11. No political or sectarian activities will be conducted by a trainee in training under the provisions of an OJT contract funded under the Workforce Investment Act.
12. 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 or status as a lawfully admitted immigrant authorized to work in the United States.
13. The employer certifies that it will provide a drug-free workplace as defined by the Drug-Free Workplace Act of 1988.
14. The employer is in compliance with all State and local laws regarding taxation and licensing.
15. The employer 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.
16. The employer agrees to participate in and be bound by determinations resulting from the Local Area grievance procedure.
17. 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, as amended.
18. The contract will not encourage or induce the relocation of a business (or part thereof) from any location in the United States, if the relocation results in any employee losing his or her job at the original location.
19. 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.
20. Either party may terminate the contract at any time for convenience by giving written, signed notice of intent to terminate to the other party.
21. Modification of the contract shall not be effective until put in writing and signed by both parties. Revisions to the contract, which do not impact the total funds obligated or training program may be affected by a letter of agreement.
22. If the employer violates any of the conditions in the contract or any applicable Federal, State or local law, and such violation results in liability for the grantor agency, the employer shall promptly reimburse the grantor agency an amount equal to the resulting liability.
23. The employer is financially solvent on the date of the contract and under current projections will remain financially able to meet the obligations of the contract.
24. The individual signing the contract on behalf of the employer is an authorized agent and certifies that all information contained in the contract relevant to the employer is correct.

Selection of Trainees

In addition to eligibility as an adult or dislocated worker, eligibility for OJT also requires that the adult or dislocated worker received career services, and a determination of a need for training services. Eligible youth can be co-enrolled in youth and adult and will also need to have received career services and a determination of the need for training services. Trainees can be identified by the employer and by the WIA staff. Trainees complete an assessment to determine the appropriateness for the OJT position.

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 WIA staff for an eligibility determination, and then hires the individual under an OJT training contract.

Length of Training

The length of OJT shall be based on the skill gap assessment, and is limited to a maximum of **six months**.

In determining the length of training, consideration is given to the skill requirements of the occupation, the academic and skill level of the trainee, previous work experience of the trainee, and the trainee's individual employment plan. Length of training also includes input from the employer.

Steps to Determine Length of Training

- **Skill Requirement of the Occupation**
 - Obtain the job description and training outline from the employer.
 - Match employer job title/description with O'NET.
 - Review for consistency
 - Obtain employer's input on the length of time it takes for the trainee to become proficient in the occupation
 - Obtain SVP codes from O'NET and convert to hours.
- **Academic and Skill Level of Trainee**
 - Assess trainee's academic and skill levels, and previous work experience.
 - Compare the trainee's academic, skill levels and previous work experience with the requirements of the OJT position.
 - Indicate whether the trainee does or does not possess the skills needed to be proficient in the occupation. Trainees determined to be proficient are not eligible for OJT. Trainee's determined not proficient are eligible for OJT.
- **Calculating Training**
 - Use SVP Codes to determine hours of training for the position.
 - Compare SVP training length with employer estimated training length. Select training length that is closest to employers estimated training length.
 - If trainee has work experience directly related to the OJT position, subtract 50% from the training time for every three months of experience.
 - If trainee has formal education directly related to the position, subtract 10% from the training time for every three months of education.

Time and Attendance, Payroll and Other Records

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.

OJT Contracts for Employed Workers

In the case of OJT contracts for employed workers, the OJT must relate 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. OJT contracts may be written for eligible employed workers when the employee is not earning a self-sufficient wage as determined by local policy.

Wage Rate to Be Paid to the Trainee

Individuals in OJT under Title I of WIA 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. Such rates must be in accordance with applicable law, but may not be less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable State or local minimum wage law.

Rate of Reimbursement to the Employer

OJT payments to employers are deemed to be compensation of the extraordinary costs associated with training participants and the costs associated with the lower productivity of the participants. The local board may increase the reimbursement rate for OJT contracts up to 75% when taking into account the following:

- a. The characteristics of the participants taking into consideration whether they are “individuals with barriers to employment,” as defined by the local plan.
- b. The size of the employer, with an emphasis on small businesses;
- c. The quality of employer-provided training and advancement opportunities, for example if the OJT contract is for an in-demand occupation and will lead to an industry-recognized credential; and
- d. Other factors the local board may determine to be appropriate, which may include the number of employees participating, wage and benefit levels of the employees (both present and after completion), and relation of the training to the competitiveness of the participant.

To transition to WIOA, Greater Lincoln is establishing an employer reimbursement rate of up to 75%, dependent on the size of the business. Businesses with 1 – 200 employees in the local area can receive up to 75% reimbursement; businesses with over 200 employees in the local area can receive up to 50% reimbursement.

The higher rate of reimbursement available to smaller businesses offsets the fact that, due to having fewer employees, small businesses have a higher percentage of their staff costs going to providing the training and fiscal reporting required for OJT contracting. Also, due to having fewer employees, the costs associated with the lower productivity of the participants may place a proportionately larger burden on productivity in general.

Prohibited Positions

Certain types of positions are not eligible for OJT contracting. Positions that do not have a supervisor or trainer present, are temporary, are supervised by a family member, require a license or other pre-requisite conditions will not be approved for OJT contracts. Positions in which wages are commission based are not eligible for OJT.

Evaluation and Monitoring

All OJT contracts will be evaluated at or near the midpoint of the contract. WIOA staff will make an onsite visit for the purpose of conducting the evaluation. Each OJT position will be evaluated.

The following will be included in the evaluation. Items monitored are those described in the OJT contract.

1. Trainee progress towards proficiency.
2. Trainee time or attendance records.
3. Trainee payroll records.
4. Other contract items deemed necessary.

Each OJT evaluation will be written and placed in the OJT contract file.

Re-Contracting

Employers that have had previous OJT contracts and fail to provide long-term employment to trainees may not be eligible for additional OJT contracts. These situations are reviewed on an individual basis to determine whether the employer will be eligible for additional OJT contracts. Factors examined include but are not limited to the following:

1. Number of trainee's employed under OJT and number still employed.
2. Number of OJT contracts completed.
3. Reasons for trainee's loss of employment.
4. Feedback from previous trainee's.

OJT Provider Performance

Information on providers of OJT is collected to assist in determining the success of the provider. Criteria examined include but is not limited to the following:

1. Six month retention rate of trainee (same as the retention rate of the funding source)
2. Rate of successful OJT completions. (same as the entered employment rates for the funding source)
3. Wage during training and wage after completion of training. (wage after training cannot be lower than training wage)
4. Reasons for trainee dismissal (if any dismissed)
5. Recent layoffs (if known)
6. Trainee Grievances (if any)
7. Displacement of current employees by WIA trainees.
8. Relocations to utilize WIA trainees.

Items #5, 7 and 8 would be discovered during the Pre Award Review. Evidence of layoffs, displacement or relocations could prohibit awarding an OJT contract.

Employers that are determined successful providers of OJT will be placed on the One Stop Employment Solutions Eligible On-the-Job Training provider list. Since funding and responsibility for OJT contracts rests with OSES, the list will be maintained as an internal list for WIA Division staff.

On the Job Training Contract

Contract Number 00-0000

1. This is a contract between Company Name (Employer) and the City of Lincoln by and through the Urban Development Department Workforce Investment Act Division (City). The parties agree that the Employer shall hire the Trainee and shall provide all training in accordance with the provisions and terms in this Agreement. The City shall receive invoices from the Employer and shall make payments to the Employer for satisfactory performance in accordance with the reimbursement terms and conditions included herein.
2. The Employer agrees to employ, train and pay wages to the Trainee during the training period, which shall begin on ___-__-__. The City will reimburse ___% of the wages paid up to a maximum of \$_____, or until ___-__-__, whichever comes first.
3. Trainee Occupation _____
 ONET Code _____ SVP Code _____
 Maximum Hours of Training _____ Hourly Wage\$ _____
 Trainee Name _____
 Trainee Social Security Number _____ - _____ - _____
4. Employer Information
 Employer Name _____
 Address _____
 City/State/ZIP _____
 Contact Person/Phone _____
 Training Location _____
 Name/Title of Individual Authorized to Sign Contract _____

5. Wage Reimbursement

$$\frac{\$ \text{_____}}{\text{WAGE}} \times \frac{\text{_____}}{\text{HOURS}} \times \frac{\text{_____}}{\text{RATE}} \% = \$ \frac{\text{_____}}{\text{REIMBURSEMENT}}$$

Wage Increase

$$\frac{\$ \text{_____}}{\text{WAGE}} \times \frac{\text{_____}}{\text{HOURS}} \times \frac{\text{_____}}{\text{RATE}} \% = \$ \frac{\text{_____}}{\text{REIMBURSEMENT}}$$

Total Reimbursement \$ _____

6. Training Outline

- Skill #1
- Skill #2
- Skill #3
- Skill #4
- Skill #5

Assurances

1. The trainee will be hired by the Employer and will be provided with all necessary instruction, equipment, and materials for the specified occupation. The Employer agrees to provide training in accordance with the training outline included in this contract.
2. The Employer agrees to invoice the City for training costs up to the amount specified in this agreement. Payments shall be based only upon hours actually worked by the Trainee. The City will reimburse the

Employer in an amount not to exceed _____ percent of the total wages paid to the Trainee up to the maximum reimbursement. The amount reimbursed will be based on the sliding scale (On-The-Job Training Policy, Item IX). Wages do not include undocumented payments to the Trainee, piecework or any fringe benefits. Payments will not be made for vacations, sick leave, plant closures or other non-paid work time. Overtime pay will be reimbursed at the regular hourly wage. The Employer will provide the Trainee with all benefits provided to other entry-level employees. The Employer shall submit an On the Job Training Reimbursement and Evaluation Form monthly. The Employer must return any payment, which is found to violate the terms of this Agreement, to the City. Final reimbursement requests are to be made within 30 days after the end of the training period.

3. The Employer shall maintain for the Trainee accurate daily time and attendance records showing hours worked, and payroll records showing all deductions taken and wages paid. Required State and Federal taxes and FICA must be withheld and Employer payroll records must show these deductions. Such records are subject to review, monitoring and audit by the City or its agent at any time. The Employer agrees to retain these records for three years after the completion of this contract 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.
4. 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).
5. 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.
6. 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. A 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 trainee. It is not allowable for an OJT position to be created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
7. 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.
8. Trainees in on-the-job training must be provided wages, 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.
9. Funds provided to the Employer for OJT must not be used to directly or indirectly assist, promote or deter union organizing.
10. No individual in a decision-making capacity shall engage in any activity, including participation in the selection, award, or administration of a contract supported by Workforce Investment Act funds if a conflict of interest would be involved.
11. No member of the trainee's immediate family shall serve in an administrative capacity for the employer, or will directly supervise the trainee. Immediate family is defined as the trainee's spouse, children, parents, grandparents, grandchildren, brothers, sisters, or persons bearing the same relationship to the trainee's spouse.
12. The Employer will provide worker's compensation coverage for the trainee and abide by health and safety standards established under State and Federal law.
13. The Trainee will not perform political or sectarian activities during the work or training time specified by the contract.
14. 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 or status as a lawfully admitted immigrant authorized to work in the United States.

15. The Employer certifies that it will provide a drug-free workplace as defined by the Drug-Free Workplace Act of 1988.
16. The Employer is in compliance with all State and local laws regarding taxation and licensing.
17. The employer 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.
18. The Employer agrees to participate in and be bound by determinations resulting from the Local Area grievance procedure.
19. 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, as amended.
20. 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.
21. The contract will not encourage or induce the relocation of a business (or part thereof) from any location in the United States, if the relocation results in any employee losing his or her job at the original location.
22. Either party may terminate the contract at any time for convenience by giving written, signed notice of intent to terminate to the other party.
23. Modification of the contract shall not be effective until put in writing and signed by both parties. Revisions to the contract, which do not impact the total funds obligated or training program may be affected by a letter of agreement.
24. If the Employer violates any of the conditions in the contract or any applicable Federal, State or local law, and such violation results in liability for the grantor agency, the employer shall promptly reimburse the grantor agency an amount equal to the resulting liability.
25. The Employer is financially solvent on the date of the contract and under current projections will remain financially able to meet the obligations of the contract.
26. The individual signing the contract on behalf of the Employer is the Employer's authorized agent and certifies that all Employer information contained in this agreement is true and correct.
27. To the fullest extent permitted by Nebraska law, the Employer shall indemnify, defend, and Hold Harmless the City, its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, and that are caused in whole or in part by the intentional or negligent act or omission of the Employer or anyone directly or indirectly employed by Employer, or anyone for whose acts any of them may be liable. This section shall not require the Employer to indemnify or Hold Harmless the City for any losses, claims, damages and expenses arising out of or resulting from the negligence of the City.

IN WITNESS WHEREOF, the City of Lincoln, and Company Name have executed this contract on this _____ day of _____, 20____.

City of Lincoln
 555 South 10th Street
 Lincoln, Nebraska 68509

Company Name
 Street Address
 City, State, ZIP

BY _____
 Urban Development Director

BY _____
 Company Representative

BY _____
 Trainee

On the Job Training Fact Sheet

Definition

The term “On the Job Training” (OJT) is training by an employer that is provided to an individual while engaged in work that:

- A. Provides knowledge or skills essential to the full and adequate performance of the job,
- B. Provides reimbursement to the employer for the extraordinary costs of providing training and additional supervision related to training, and
- C. Is limited in duration as appropriate to the occupation for which training is being provided taking into account the prior work experience of the trainee.

Trainee Selection

The employer selects and hires the trainee. All trainees must meet certain eligibility criteria, which is determined by the City of Lincoln One Stop Employment Solutions office. Eligibility includes an assessment of the trainee’s previous work experience and any previous skill training. This information is used to determine the need for and length of training. OJT contracts must be finalized and approved prior to the trainee starting employment.

Reverse Referrals

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 City of Lincoln One Stop Employment Solutions office for an eligibility determination, and then hires the individual under an OJHT training contract.

Length of Training

Length of training is based on the skill gap assessment, and is limited to a maximum of **six months**.

The length of training is determined by the following factors:

- Skills and knowledge need to perform the job.
- Skills and knowledge of the trainee.
- Employers’ estimation of training time needed.

Wages and Benefits

Trainees receive the same wage and benefits provided to other entry-level employees performing similar work. Reimbursement is based on wages only. Bonuses, incentives and piece rates are generally not included in the reimbursement calculation.

Trainee Relationship

The trainee is an employee of the business and is subject to the customary practices, rules and policies of the business.

Contractor

OJT contracts are between the City of Lincoln and the business.

Assurances

A set of standard assurances is included in all OJT contracts. These assurances are necessary for the use of public funds.

How to Invoice For OJT Reimbursement

Monthly invoicing is preferred, however other options are available. Submitting invoices on Company letterhead is preferred. The following information is needed to insure proper reimbursement.

1. Trainee Name
2. OJT Contract Number
3. Hourly Wage
4. Number of Hours Worked During Billing Cycle

5. Reimbursement Rate
6. Reimbursement Requested

Mail invoices to:

One Stop Employment Solutions
1111 "O" Street, Suite 205
Lincoln, NE. 68508
ATTN: LeAnn Fry

Example for 50% reimbursement:

1. *Trainee Name* *John Smith*
2. *Contract Number* *08-2007*
3. *Hourly Wage* *\$12.00*
4. *Hours Worked* *62 (February 1 – February 28, 2014)*
5. *Reimbursement Rate* *50%*
6. *Reimbursement Request* *\$972.00*

Evaluation of Trainee and Contract

Employers should conduct evaluations of the trainee as they would with any other similar employee. A representative of the City of Lincoln will monitor the contract near the mid-point of the contract. A representative of the Nebraska Department of Labor may also monitor the contract during the year. Advance notice will be provided to the Employer for these evaluations.

Questions

If you have any questions, you can contact the following individual:

Case Manager
One Stop Employment Solutions
City of Lincoln – Urban Development Department
1111 O Street, Suite 205
Lincoln, Nebraska 68508

Phone: 402-441-XXXX
FAX: 402-441-6038
E-Mail: staff@lincoln.ne.gov

On the Job Training Contract: Pre-Award Review

The purpose of the pre-award review is to determine if the company meets the requirements for participation in the On the Job Training and to obtain information needed to develop a training contract.

COMPANY INFORMATION

(1) Company _____

(2) Address _____

(3) Name and Title of Company Representative

(4) Phone Number _____

(5) Federal ID _____

(6) Type of Business/Industry _____

For Profit Corporation Partnership Individual Public Entity
 Nonprofit Corporation Other _____

(7) New Business Yes No

(8) Expansion from Another Location Yes No

(9) Business Relocated from Another Area Yes No

(10) If yes to any, were any jobs lost as a result of the new business, expansion or relocation? Yes No

If Yes, explain: _____

(11) WARN Notice Filed? Yes No

If Yes, when? _____

(12) Other Name(s) Business Has or Plans to Operate Under: _____

(13) Length of Time at Current Location _____

(14) Current Number of Employees _____

(15) Number of On the Job Training Contracts Within Past 12 Months: _____

Number Completed: _____ Trainee(s) Still Employed? __Yes __No

(16) Layoffs within Last 12 Months __Yes __No

If yes, explain: _____

(17) Currently Disbarred/Suspended from Receiving Federal Contracts?

__Yes __No **If Yes, employer is not eligible for OJT.**

(18) Violations of OSHA, Wage and Hour, or Child Labor Laws in Past 12 Months? __Yes __No

If Yes, explain: _____

(19) Does the payroll system comply with applicable Federal, State and local laws? __Yes __No

(20) Is Worker's Compensation coverage provided? __Yes __No

Insurance Company Name _____

Policy Number _____

Dates of Coverage: _____ to _____

If No, list Medical/Accident Insurance Carrier: _____

Policy Number _____

Dates of Coverage: _____ to _____

(21) Is the position subject to a collective bargaining agreement? __Yes __No

If Yes, concurrence from the Collective Bargaining Agent is required.

Collective Bargaining Unit _____

(22) Training Position Job Title: _____

(23) Is position permanent? __Yes __No Wage: _____

(24) Turn-over rate for this position in last 12 months? _____%

(25) Current Number of Employees _____

(26) What are the entry-level skills for the position?

On the Job Training Contract: Pre-Award Review Addendum

COMPANY INFORMATION

- (1) Training Position Job Title: _____
- (2) Is position permanent? Yes No Wage: _____
- (3) Turn-over rate for this position in last 12 months? _____ %
- (4) Current Number of Employees _____
- (5) What are the entry-level skills for the position? _____
- _____
- _____
- _____

TRAINEE INFORMATION

- (6) Trainee Name _____
- (7) Has trainee previously been employed by the company? Yes No
- If Yes, list dates _____
- Position(s) _____
- _____
- (8) Is trainee related to anyone in an administrative or supervisory capacity for the business? Yes No
- If Yes, explain: _____
- _____
- (9) Does trainee have previous related work experience or training? Yes No
- If Yes, describe: _____
- _____

Comments: _____

WIA Division Staff Signature

Date

**GL Attachment P –
Proof of Publication of the Public Notice**

AFFIDAVIT OF PUBLICATION

State of Nebraska }
LANCASTER COUNTY, } ss.

NOTICE OF PUBLICATION
A preliminary draft of the Workforce Innovation and Opportunity Act (WIOA) Greater Lincoln plan modification for the period July 1, 2015 through June 30, 2016 will be available for review by April 28, 2015 at the City of Lincoln, Urban Development Department, 555 S. 10th Street, Suite 205, Lincoln, NE 68508 or go to lincoln.ne.gov, keyword: workforce or <http://www.lincoln.ne.gov/city/urban/workforce/index.htm>. Comments are requested in writing and should be sent to Carol Swigart, Chairperson of the Greater Lincoln Workforce Investment Board, at the same address.

The plan modification will be reviewed at a meeting of the Executive Committee of the Greater Lincoln Workforce Investment Board on Tuesday, April 28, 2015 at 10:30 a.m. at Nebraska Educational Telecommunications, 1800 N. 33rd Street, Lincoln, NE. The agenda will be kept continually current and is available for public inspection at the Urban Development Department and at the same address at the City Clerk's office. Agenda items in addition to the plan modification will include training provider applications from Southeast Community College and Nebraska Wesleyan University; and transition responsibilities for the Workforce Innovation and Opportunity Act (WIOA).

WIAIOA is an equal opportunity program and auxiliary aids and services are available upon request to individuals with disabilities. The City of Lincoln complies with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 guidelines. Ensuring the public's access to information is a priority for the City of Lincoln. In the event you are in need of a reasonable accommodation in order to access this information, please contact the Director of Equity and Diversity, Lincoln Commission on Human Rights at 402-441-7624 as soon as possible in order to make your request.
#524102 11 Apr 24

The undersigned, being first duly sworn, deposes and says that she/he is a Clerk of the Lincoln Journal Star, legal newspaper printed, published and having a general circulation in the County of Lancaster and State of Nebraska, and that the attached printed notice was published in said newspaper one successive time(s) the first insertion having been on April 24, 20 15 and thereafter on _____, 20____ and that said newspaper is the legal newspaper under the statutes of the State of Nebraska.

The above facts are within my personal knowledge and are further verified by my personal inspection of each notice in each of said issues.

Barbara Chexnut
Subscribed in my presence and sworn to before me on April 24, 20 15
J. Boone Notary Public



Cost \$ 32.79 Reference # 524102

GL Attachment Q - Public Comments on Plan

This space reserved for Public Comments

Written comments should be sent to:
Carol Swigart, Chairperson
Greater Lincoln Workforce Development Board
555 S. 10th Street, Suite 205
Lincoln, NE 68508

Or email Jan Norlander-Jensen at
ijnjensen@lincoln.ne.gov

May 28, 2015: No comments have been received to date

GL Attachment R – Local Area Rapid Response Procedure

Rapid Response Procedure

The purpose of rapid response is to promote economic development and vitality. Rapid response assistance is provided to plan for and respond to layoffs or other dislocation events, including natural or other disasters.

The Nebraska Department of Labor, Office of Employment and Training, is the state's designated Dislocated Worker Unit. The Dislocated Worker Unit manages Rapid Response activities through the Rapid Response Team.

The Rapid Response Team is a joint partnership between the State and local American Job Center staff. Local Dislocated Worker staff members participate in rapid response activities as a member of the Rapid Response Team. The role of the local dislocated worker staff is to:

- Attend Rapid Response on-site meetings,
- Describe the services available through the American Job Center (AJC), i.e., partners and resource room,
- Describe the WIOA Dislocated Worker services available,
- Describe the methods for applying for WIOA dislocated services,
- Provide information on contacting dislocated worker staff members,
- Answer questions on AJC services and dislocated worker services, and
- Provide other services and information as requested by the State Dislocated Worker Unit.

GL Attachment S - Signature Sheet

WORKFORCE INNOVATION AND OPPORTUNITY ACT PLAN SIGNATURE SHEET

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF THE STATE OF NEBRASKA BY THE NEBRASKA DEPARTMENT OF LABOR, HEREINAFTER REFERRED TO AS THE "GRANTOR", AND BY THE GREATER LINCOLN WORKFORCE DEVELOPMENT AREA, HEREINAFTER REFERRED TO AS THE "GRANTEE".

1. This Agreement, consisting of the attached Plan, in conjunction with Public Law 113-128 (Workforce Innovation and Opportunity Act), the policies issued by the Grantor and the Terms and Conditions of the Agreement constitute the entire Agreement between these parties.
2. The term of this Agreement is for the period commencing on July 1, 2015 and ending on June 30, 2017.
3. The amount of funds obligated by the Grantor under this Agreement is:

PY 2015

Adult	\$ 324,418
Dislocated Worker	\$ 216,774
Youth	\$ 472,157
Total	\$1,013,349

4. Grant modification may be by agreement of both Grantee and Grantor. Unilateral modification may be made by the Grantor in the case of funding change.

GRANTOR

On behalf of the State of Nebraska

 6/12/2015
Authorized Signature Date

Name and Title

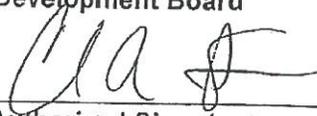
GRANTEE

On behalf of the Chief Elected Official(s)

 5/26/15
Authorized Signature Date

Chris Beutler, Mayor
Name and Title

On behalf of the Greater Lincoln Workforce
Development Board

 5/19/15
Authorized Signature Date

Carol A. Swiger, Chairperson
Name and Title

GL Attachment T – Local Area Supportive Services Policy

Supportive Services Policy -- Adult and Dislocated Workers

Statement of Purpose

The purpose of this document is to define policies and procedures and establish guidelines and requirements to be followed by the WIOA Adult and Dislocated Worker programs when providing supportive services. These policies and procedures are intended to ensure that supportive services are provided according to the WIOA law and regulations, and meet the requirements of the City of Lincoln Finance Department.

Definition of Support Services

The term “supportive services” means 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 under WIOA.

Eligibility for Support Services

Supportive services may only be provided:

1. To adults and dislocated workers that are participating in career or training services; and
2. When supportive services are necessary to enable the adult/dislocated worker to participate in career or training services, and
3. When the adult/dislocated worker is unable to obtain supportive services through other programs providing such services.

Condition one is met when the adult/dislocated worker is active in a Career or Training services on the date the support service is authorized.

Condition two is met when a determination has been made and documented by the case manager that the supportive service is necessary for the adult/dislocated worker to participate or to continue to participate in the Career or Training services.

Condition three is met when it is determined and documented that the adult /dislocated worker is unable to obtain the supportive service from other programs providing such services.

Upon meeting all three conditions, supportive services can be authorized.

Supportive Services Coordination

In order for an adult or dislocated worker to receive WIOA funded supportive services, efforts to coordinate receipt of supportive services from non-WIOA sources must be made and documented. A review of possible sources of non-WIOA supportive services was conducted using the on-line 211 Service. The review specifically searched for agencies that provide funds to individuals for transportation, clothing, housing,

child/dependent care, and health and medical assistance. The results of that review are listed:

(1) Financial Assistance with Vehicle Repair Expense

- None Listed

(2) Financial Assistance With Vehicle Licensing

- None Listed

(3) Financial Assistance With Vehicle Insurance

- None Listed

(4) Financial Assistance With Mileage Reimbursement

- Matt Talbot Kitchen and Outreach: Gas Assistance only available to an individual once every 6 months; offered on a first come first serve basis one day per month.
- Free Gas USA, Inc.: eligibility qualifications and application required see website for further info: www.freegasusa.org

(5) Financial Assistance With Parking

- None Listed

(6) Financial Assistance With Drivers' License

- None Listed

(7) Financial Assistance for Clothing, Tools

- None Listed

(8) Financial Assistance With Health Care

There are several agencies that provide assistance with health care and expenses. Many have specific eligibility requirements.

- Health and Human Services: Eligibility Qualifications
- City County Health Department: Eligibility Qualifications and services require a fee
- Clinic With A Heart: See Website for Information <http://www.clinicwithaheart.org>
- Nebraska Urban Indian Health Coalition: fee for services see website for information: www.nuihc.com
- People's City Mission Medical Clinic: Eligibility Qualifications see website for information: www.peoplescitymission.org
- Community Mental Health Center of Lancaster County: See Website for Information <http://www.lancaster.ne.gov/cnty/mental>
- Lancaster County General Assistance: See Website for Information <http://www.lincoln.ne.gov/cnty/ga/index.htm>

- People's Health Center: See Website for Information:
<http://www.phclincoln.org>

(9) Financial Assistance With Housing and Utilities

- Lincoln Housing Authority: Eligibility Qualifications
- Lancaster County General Assistance: Eligibility Qualifications
- Community Action Partnership of Lancaster and Saunders Counties: Eligibility Qualifications
- Indian Center, Inc.: Eligibility Qualifications
- Health and Human Services: Eligibility Qualifications
- Salvation Army: Eligibility Qualifications
- Red Cross: Eligibility Qualifications see website for more information:
<http://www.redcrossomaha.org>
- Nebraska Public Service Commission: Eligibility Qualifications see website for more information: <http://www.psc.nebraska.gov>

In most instances, to receive assistance from non-WIOA sources, some form of eligibility qualifications needs to be met. To meet the requirement that efforts to coordinate receipt of support services have been made, the following steps must be taken to determine if support services can be coordinated with other providers. If the adult or dislocated worker is a client of another agency, then refer to D.1. If the adult or dislocated worker is not a client of another agency, refer to D.2.

- D.1 -- Determine if the same service is available from that agency. If yes, the agency must be contacted to determine if coordination of support services can be arranged. If the service is not available to the adult or dislocated worker, then the coordination efforts have been completed. If the support service is available to the adult or dislocated worker, efforts to coordinate the provision of support services must be made. If the agency will assist with the support service payment, then WIOA authorization is adjusted based on the amount contributed by the other agency. If the agency will not assist with the service, WIOA will provide the service.
- D.2. -- If the adult or dislocated worker is not a client of another agency, then coordination have efforts have been met.

Adults and dislocated workers are not required to apply to other agencies in an effort to obtain support services.

Documentation of the above is recorded in the contact notes of the case file.

Categories of Support Services and Supporting Documentation

Supportive service payments can be made for the following:

A. Transportation Assistance

Support services can be used to assist the adult or dislocated worker with the cost of transportation to participate in WIOA activities. Mileage reimbursement is for

the cost of using a personal vehicle. The cost of a bus pass can also be paid with support services.

Supporting Documentation:

- Odometer reading is used to determine the mileage the adult or dislocated worker will travel in order to participate in WIOA supported activities. Mileage is tracked by the adult or dislocated worker using the Mileage Sheet. If there are discrepancies, *Mapquest* will be checked and the reason for the difference will be documented. Mileage is reimbursed at \$.30 per mile. Mileage reimbursement can be made no more than five weeks at a time. The maximum amount reimbursed can be no more than \$150; the minimum amount is \$15. Reimbursement for mileage must be submitted not later than two weeks past the last day of travel.
- Invoice from Bus Company, or Ride for \$8.00 Vendor.

B. Vehicle Repair

Support services can be used for repair of vehicles in order that the vehicle is drivable, safe and legal. Routine maintenance is not covered under vehicle repair.

Supporting Documentation:

- A copy of the vehicle's title or registration must be obtained and must list the name of the adult or dislocated worker. In the case of vehicle repair, the adult or dislocated worker must obtain at least two estimates for the cost of repairing the vehicle. If the vehicle has been towed or needs to be towed to a repair facility, only one estimate is required. If the initial repair estimate is \$100 or less, a second estimate is not required. Invoice from the vendor must include an itemized list of repairs, parts, labor, name of adult or dislocated worker, date services provided and amounts.

C. Auto Insurance

Support Services can be used to assist an adult or dislocated worker to obtain auto insurance or to prevent a loss of coverage.

Supporting Documentation:

- Insurance company invoice listing the adult or dislocated workers name, period of coverage and amount.

D. Driver's License / State ID

Support services can be used to assist an adult or dislocated worker in obtaining a drivers license or State Identification card in order to participate in a WIOA activity and/or to improve the employment opportunities.

Supporting Documentation:

- Copy of the license or identification card listing fees.

E. Vehicle Registration and Licensing

Support services can be used to assist in registering and licensing a vehicle in order to participate in a WIOA activity and/or to improve employment opportunities.

Supporting Documentation:

- Department of Motor Vehicles document listing adult or dislocated worker's name, effective dates of licensing and registration and amounts.

F. Parking

Support services can be used to assist with parking costs. Since this can be a pay-ahead cost, no more than thirty days can be approved at a time.

Supporting Documentation:

- Invoice for parking cards purchased listing date and amount.
- Service authorization listing name of adult or dislocated worker, dates parking provided and amount authorized.

G. Child and Dependent Care

Payments can be made to licensed providers only.

Supporting Documentation:

- Invoice listing the adult or dislocated worker's name, child/dependent's name, dates of service and amount.

H. Housing

Support Services payments for housing can be made when an adult or dislocated worker is at risk of eviction or is unable to make the rental payment. Amount of payment is limited to one month's rent.

Supporting Documentation:

- Written lease or rental agreement listing the name of the adult or dislocated worker, the current address, and an original notice with the landlord's name, address and telephone number listing the adult or dislocated worker's name, amount of rent due and the dates for which the rent is due.

I. Utilities

Support service payments can be made for electric, gas, water/sewer utilities to prevent shutoff.

Supporting Documentation:

- An original bill or shutoff notice listing the adult or dislocated worker's name, current address and amount due and due date.

Note: Cable, satellite or direct tv bills are not eligible for support service payments. The white and yellow Service Authorization forms are forwarded to fiscal, along with the utility invoice.

J. Referrals to Medical Services

Health care may include medical, dental and optical care. All other available resources should be checked prior to authorizing support services for health care.

Supporting Documentation:

- Estimates from a health care provider,
- An itemized invoice from a health care provider

K. Clothing, Uniforms, Tools

Assistance with uniforms or other appropriate work attire and work related tools can be provided when required by an employer or as determined necessary by the case manager. Case managers set limits on clothing and tool items prior to the adult or dislocated worker obtaining estimates.

L. Needs Related Payments

Supportive Services for needs related payments can provide financial assistance to participants for the purpose of enabling individuals to participate in training. Participants must be enrolled in a training service, however payments may be provided if the participant has been accepted in a training program that will begin within 30 calendar days. Needs-related payment level amounts are in the local area plan.

An adult must:

- a. Be unemployed;
- b. Not qualify for, or have ceased qualifying for, unemployment compensation; and
- c. Be enrolled in a program of training services under WIOA.

A dislocated worker must:

- a. Be unemployed;
- b. Have ceased to qualify for unemployment compensation or trade readjustment allowance under TAA; and
- c. Be enrolled in a program of training services by the end of the 13th week after the most recent layoff that resulted in a determination of the worker's eligibility as a dislocated worker, or, if later, by the end of the 8th week after the worker that a short term layoff will exceed 6 months; or
- d. Be unemployed did not qualify for unemployment compensation or trade readjustment assistance under TAA and be enrolled in a program of training services under WIOA.

Support Services Limits

The maximum amount of supportive service payments during an individual's participation is \$3,500. This amount may be exceeded with the approval of the Program Manager.

Support service payments do not need to pay the entire cost of the service. Individuals may be required to pay a part of the cost of the service. Reasons for authorizing less than the full amount of the service include:

- To prevent depleting the maximum amount of support service payments available to the individual so that some support remains for the duration of their participation.
- Cost is in excess of the support services maximum.
- Maximum amount of support services already authorized.

The amount the participant contributes is determined by agreement of the case manager and the participant. This agreement must take into consideration the amount of monthly income and monthly expenses of the participant.

Case managers can request approval for support services from the Program Manager at any time. If the Program Manager is not available, the request can be made to the Department Director.

Completing the Service Authorization Form for Support Services

1. Whenever possible, payments shall be made directly to the vendor rather than the participant.
2. The Service Authorization form must be used for all supportive service authorizations.
3. The City is exempt from sales tax; therefore sales taxes are not paid or reimbursed.
4. Written estimates are required prior to authorizing support services. Generally, the lowest estimate is accepted. If the lowest estimate is not selected, approval must be obtained from the Program Manager prior to authorizing the support service.
5. The White copy of the Service Authorization is sent to the vendor, the yellow copy is forwarded to Fiscal and the case manager retains the pink copy, except when paying utility costs. Both the White and yellow copy go to fiscal.
6. Name: Name of adult or dislocated worker.
7. Fund is the category to which the costs will be charged. The categories are:
 - Adult Formula
 - Dislocated Worker Formula
8. Program is Support Services.
9. Vendor / Vendor Address: Name of the vendor and mailing or business address.
10. Item is a description of each item or service being authorized. Each item / service must be listed.

11. Amount authorized is listed for each item / service and totaled in the appropriate column.
12. Form is signed and dated by the case manager.
13. Authorization Date is generally one-month from the date the authorization is completed.
14. If the reimbursement check issued by City Finance is not to be mailed, this information needs to be provided to Fiscal.

Frequency of Determining Non-WIOA Agency Support Service Coordination

1. When authorizing support services and the adult or dislocated worker is a client of a non-WIOA agency.
2. For on-going support, such as mileage, the initial non-WIOA coordination is all that is needed.

Selection of Vendors

A list of vendors that have been used in the past is available at <f:/files/ztr/excel/vendors>. Accounts have been set up with some of these vendors. This list is a guide as other vendors can be used. Since vendors are added and dropped from the list, case managers can check with Fiscal to determine a vendor's status. Case managers can select vendors from this list, or use a vendor that is not on the list. This list is not the same as the City Purchasing Department's vendor list. Use of the City Purchasing Department Vendor List is required when the purchase or service is for use by City employees and/or departments, such as purchase of office supplies. If the vendor is not on either list, the vendor needs to complete a W-9. The W-9 needs to be completed and returned to fiscal. Upon receipt, the W-9 will be sent to Finance. Finance needs to have the completed W-9 prior to authorizing services from a vendor that does not have a City Vendor Number.

Vendor Documentation for Payment

The documentation for a vendor payment is the vendor's invoice or billing statement. It must include:

- Vendor's name, address, phone number,
- Invoice or billing number,
- Invoice date,
- Service provided or an itemized list of items purchased, and
- Amount of service or items purchased

Summary

Few non-WIOA agencies provide WIOA type support services and those that do require the individual to meet eligibility guidelines. The best source available to help identify possible non-WIOA assistance is the online 211 System. This website can be accessed at: <http://www.ne211.org> When authorizing support services, consideration must be given to non-WIOA sources for support.

GL Attachment U - WDB By-Laws

GREATER LINCOLN WORKFORCE DEVELOPMENT BOARD BYLAWS

ARTICLE I - NAME AND PURPOSE

Section 1. NAME

The name of this board shall be the Greater Lincoln Workforce Development Board and shall include the City of Lincoln, Lancaster County and Saunders County, Nebraska. Hereinafter it may be referred to as the GLWDB or the "Board".

Section 2. PURPOSE

The purpose of the Greater Lincoln Workforce Development Board shall be to carry out such duties and functions as delegated to it by the Local Workforce Investment Area Interlocal Agreement and the Workforce Innovation and Opportunity Act. Hereinafter it may be referred to as WIOA.

ARTICLE II - MEMBERSHIP

Section 1. COMPOSITION OF THE BOARD

In accordance with the Local Workforce Investment Area Interlocal Agreement and Section 107 (b)(2) of WIOA, the Board shall consist of the following members with a majority of the board representing business in the local area:

- (a) Representatives of business owners and other business executives or employers with optimum policy making or hiring authority who represent businesses with employment opportunities that reflect employment opportunities in the local area
- (b) Representative of eligible providers administering adult education and literacy activities and a representative of institutions of higher learning providing workforce investment
- (c) Representatives of labor organizations or other representatives of employees and requiring at least one person from a joint labor-management apprenticeship program or apprenticeship program in the area. This category must make up a minimum of 20 percent of the board and may include representatives of community based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment
- (d) A representative of economic and community development entities; a representative from the state employment office under the Wagner-Peyser serving the local area; and a representative of vocational programs carried out under Title I of the Rehabilitation Act of 1973
- (e) Such other individuals or representatives of entities as the Mayor of Lincoln may determine to be appropriate.

Section 2. TERMS OF APPOINTMENTS

Members of the Board shall serve for a term of three years except for initial appointments which may be for terms of up to one to three years with terms concluding at the end of each calendar year.

Section 3. APPOINTMENT AND REMOVAL

The Mayor of Lincoln, as Chief Elected Official under the Local Workforce Investment Area Interlocal Agreement, shall make all appointments to the Board and may remove any member, at any time, with or without cause.

Section 4. RESIGNATION

When members deem it necessary to resign from their appointment to the Board, they shall tender their written resignation to the Mayor of Lincoln with copies to the Chairperson of the Board and to the Workforce Administrator. Said member is considered an active member until replaced by another individual. The Mayor shall appoint another individual to serve, for the remainder of the unexpired term, in accordance with Article II, Section 3. In the event that the Chairperson resigns, the Vice-Chairperson shall serve as Acting Chairperson until such time as a new Chairperson is elected by the Board.

Section 5. VACANCY

In the event of a vacancy, the Mayor shall appoint another individual to serve, for the remainder of the unexpired term, in accordance with Article II, Section 3.

ARTICLE III- OFFICERS

Section 1. OFFICERS

The officers of the Board shall be Chairperson, Vice-Chairperson, and Secretary. These officers shall perform the duties prescribed by these bylaws and by the parliamentary authority adopted by the board. The City Treasurer shall be the Treasurer of the Board.

Section 2. ELECTION OF OFFICERS

The Officers shall be elected by ballot to serve for two years or until their successors are elected, and their term of office shall begin at the annual meeting at which they are elected except for the initial election of officers where their term will begin at the instant the chair declares each officer elected. No member shall hold more than one office at a time.

Section 3. CHAIRPERSON

The Board shall elect a chairperson who is a local business representative as defined in WIOA, Section 107(b)(2)(A). The Chairperson shall preside at all meetings of the Board and appoint Chairs and members of all committees and task groups as deemed necessary or desirable by the Board unless otherwise specifically provided for within these Bylaws. The Chairperson shall represent the Board and has the authority to speak on its behalf before the Mayor of Lincoln, Nebraska Workforce Development Board and at all public meetings and functions. The Chairperson shall have the authority to perform such other duties applicable to the office as prescribed by the Board and the parliamentary authority adopted by the Board.

Section 4. VICE-CHAIRPERSON

The Board shall elect a Vice-Chairperson who is a local business representative as defined in WIOA, Section 107(b)(2)(A). At the request of, or in the absence of the Chairperson, the

Vice-Chairperson shall perform the duties of the Chairperson and perform other duties assigned by the Chairperson. The Vice-Chairperson shall have the authority to perform such other duties applicable to the office as prescribed by the Board and the parliamentary authority adopted by the Board.

Section 5. ABSENCE OF OFFICERS

In the event that all officers are absent from a meeting, the Chairperson shall designate a member of the Board that meets all requirements of Article III, Section 3 as the Acting Chairperson, who shall preside at such meeting only.

Section 6. VACANCY OF OFFICERS

In the event of any vacancies of such officers, the Board shall elect a new officer at the next meeting of the Board to fill the vacancy for the remainder of the term.

ARTICLE IV - MEETINGS

Section 1. REGULAR MEETINGS

The regular meetings of the Board shall be at the call of the Chairperson.

Section 2. MEETING NOTICE

Notice of all meetings shall be in compliance with the Nebraska Open Meetings Act. Written notice of each meeting shall be sent to Board members by the Secretary or the Secretary's designee specifying the time, date, location, and proposed agenda not less than 3 days before the meeting. Written notice of the time and place of the meeting shall be sent out by the Secretary of the Board or the Secretary's designee to the City Clerk not less than 3 days before the meeting.

Section 3. ANNUAL MEETING

The annual meeting shall be held at the first meeting of every calendar year and shall be for the purpose of electing officers, and any other business that may arise.

Section 4. SPECIAL MEETINGS

Special meetings may be called by the Chairperson of the Board or upon the written request signed by ten members of the Board and filed with the Secretary. The purpose of the meeting shall be stated in the notice. Except in cases of emergency, at least two days' notice shall be given.

Section 5. QUORUM

A majority of the members shall constitute a quorum. The concurrence of a majority of the quorum present shall be necessary for any final action on any motion, unless otherwise provided herein or required by law.

Section 6. MANNER OF VOTING

The vote on motions moved and seconded shall be by roll call vote. No motion shall be deemed to have passed unless it received a majority vote of the quorum. For purposes of this section, procedural motions may be satisfied by a unanimous voice vote. In the event that the voice vote

is not unanimous, a roll call vote shall be required.

Section 7. SUNSHINE PROVISION

The Board shall conduct their meetings in compliance with Nebraska law and the Open Meetings Act and WIOA, Section 107(e). The Board will make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the local board including information regarding the local plan prior to submission of the plan, and membership, designation and certification of one stop operators, and the award of grants or contracts to eligible providers of youth workforce activities and on request, minutes of formal meetings of the board.

Section 8. CONFLICT OF INTEREST

Board members are subject to Chapter 2.54 of the Lincoln Municipal Code, Sections 49-1499 through 49-14,103.03 Nebraska Revised Statute and Section 107(h) of WIOA

- (a) A 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 GLWDB prior to consideration of the request by the Board.
- (b) Under Section 107(h) of WIOA, board members may not vote on a matter under consideration regarding the provision of services by such member or by an entity that such member represents or that would provide direct financial benefit to such member or the immediate family of such member.

ARTICLE V - EXECUTIVE BOARD

Section 1. MEMBERS

The officers of the Board, the Chairperson of each standing committee, and other board members as designated by the Chairperson shall constitute the Executive Board.

Section 2. DUTIES

The Executive Board shall have general supervision of the affairs of the Board and may act on behalf of the Board between its business meetings, make recommendations to the Board, and shall perform such other duties as are specified in these bylaws. The Executive Board shall be subject to the orders of the Board and none of its acts shall conflict with action taken by the Board. The Executive Board may exercise such other powers and perform other duties or functions as may be authorized by majority vote of the Board.

ARTICLE VI - COMMITTEES

Section 1. STANDING AND SPECIAL COMMITTEES

Standing or special committees shall be appointed by the Chairperson as the Board shall from time to time deem necessary to carry on the work of the Board. The Chairperson shall be ex officio a member of all committees.

ARTICLE VII - PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Board may adopt.

ARTICLE VIII - AMENDMENT OF BYLAWS

These bylaws can be amended at any regular meeting of the Board by a two-thirds vote of the quorum present, provided that the amendment has been submitted to Board members in writing at least five 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 it supersedes.

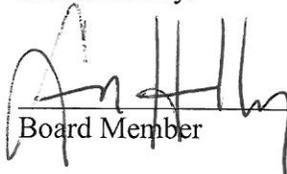
ARTICLE IX - SUSPENSION OF BYLAWS

The Board may, by a vote of two-thirds of the quorum 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 X - EFFECTIVE DATE

These bylaws shall become effective immediately upon majority approval of the quorum present.

Introduced by:


Board Member

Adopted as presented to the Greater Lincoln Workforce Development Board on the
19th day of May, 2015.

Attest:


Chairperson

Greater Lincoln Workforce
Development Board


Vice-Chairperson

GL Attachment V - Workforce Development Board Membership List

Greater Lincoln Workforce Development Board Member List

Name	Title/Position	Company/Organization
Rod Armstrong	Vice President of Strategic Partnerships	AIM
Jessica Bergmann	Office Director	Vocational Rehabilitation
Tim Bornemeier	Vice President	Worlds Foremost Bank, Cabela's
Cheryl Brandenburgh	Economic Development Manager	Black Hills Energy
Angela Caldwell	Branch Manager	ManpowerGroup
Debra Cremeens-Risinger	Nebraska State Director -- Apprenticeship	US Department of Labor
Susan Fallon	Regional Workforce Development Manager	NDOL, Employ & Training Svcs
Jane Goertzen	Director of Human Resources	Crete Carrier Corporation
Pat Haverty	Vice President, Economic Development	Lincoln Chamber of Commerce
Leon Holloway	Human Resource Manager	Duncan Aviation
Paul Illich	President	Southeast Community College
Ron Kaminski	Business Manager	Laborers Int'l Union of North America #1140
John Markey	Business Manager	IBEW Lincoln Union #265
Rich Marshall	Business Representative/Organizer	North Central States Reg Council of Carpenters
Amy Ostermeyer	Director of Human Resources	Bryan Health
Julie Panko Haberman	Learning & Development Supervisor	Lincoln Electric System
Joanne Pickrel	Chief Executive Officer	Goodwill Industries
Sherla Post	Sr. Vice President -- Human Resources	Cornhusker Bank
Cherisa Price-Wells	Program Director	ResCare Workforce Services
Jill Schreck	Deputy Director, Economic Assistance	Health & Human Services
Vi See	Executive Director	Community Action Partnership of Lancaster & Saunders Counties
Liz Shotkoski	Recruiter	Gallup
Randy Sterns	Executive Consulting Leader	IBM
Carol Swigart	President	Hillaero Modification Center
Gary Targoff	Assistant General Manager --Education	Nebraska Educational Telecommunications
Sue White	Human Resources Manager	SourceOne, Inc.
Sherri Wimes	Vice President, Human Resources	Ameritas Life Insurance Corp.

GL Attachment W- Standing Committee List

The Greater Lincoln Workforce Development Board has created the following standing committees as a starting point for the transition to WIOA. Membership lists are being developed.

One Stop System Committee

Gary Targoff, Chairperson

Membership will include representatives from all one stop system organizations and may include other interested GLWDB members and representatives from community/regional organizations.

Youth Committee

Liz Shotkoski, Chairperson

Membership will be open to members of the WIA Youth Council and may include other interested GLWDB members and representatives from community/regional organizations.

GL Attachment X - WIOA Grant Agreement with NDOL

NDOL Agreement #023-0016-2015

AGREEMENT
Between
NEBRASKA DEPARTMENT OF LABOR
And
THE CITY OF LINCOLN

WIOA Grant Agreement

THIS AGREEMENT is entered into on July 1, 2015 between the Nebraska Department of Labor (GRANTOR), and the City of Lincoln as Grant Recipient (GRANTEE).

WHEREAS, GRANTEE had been designated as the grant recipient for the Lincoln Workforce Investment Area pursuant to the Workforce Investment Act (Public Law 105-220) (WIA) and the Nebraska Workforce Investment Act [*Neb. Rev. Stat* §§1616 to 1627 (Reissue 2010 and Cum. Supp. 2012)]; and

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014 (Public Law 113-128) and is being implemented in the state of Nebraska; and

WHEREAS, GRANTEE is the grant recipient and fiscal agent for the Greater Lincoln Workforce Development Area; and

WHEREAS, GRANTEE agrees to apply funds granted to the Lincoln Workforce Development Area in accordance with federal laws, state statutes, and this Agreement.

NOW, THEREFORE, IT IS AGREED:

I. Limitations on GRANTOR's Duties and Obligations

GRANTOR is not compelled by the terms of this Agreement to provide any training or services other than set forth herein. No employment agreement or liability for employment-related taxes or benefits shall be made except upon written direction from an authorized representative.

II. Access to Premises of GRANTOR

Access to premises is limited to normal business hours of GRANTOR. GRANTOR reserves the right to limit access to any individual interfering with GRANTOR's normal business operations.

III. Records and Accounts

- A. **Access to Records.** In addition to the provisions set forth below under Financial Management: GRANTEE, shall maintain and shall permit the GRANTOR and its federal partners access to its personnel for purposes of interviews and discussions related to such records, to inspect and copy portions of its books, files, records, purchase orders, invoices, vouchers, payroll records, accounts, or other primary source documents and data compilations as is deemed necessary by GRANTOR to determine whether GRANTEE are properly performing hereunder, complying with all terms, conditions, and provisions herein, and that the funds are being utilized, expended appropriately, and in accordance with this Agreement. It is understood and agreed that all such records shall be maintained locally and will be made available for inspection and copying during normal business

hours upon ten days' written notice.

- B. **Patent Rights, Copyrights and Rights to Data.** GRANTEE understands that, pursuant to 29 C.F.R. §97.34, the GRANTOR and 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 any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. The working papers, all results, and the information obtained, provided or utilized in the performance of this Agreement shall remain the exclusive property of GRANTOR and shall not be released or utilized for any other purposes without the specific written consent of GRANTOR.
- C. **Record Retention.** All records referenced in this Agreement and all records pertaining to the activities to occur under this Agreement shall be retained for a period of five years from the termination of this Agreement or until all litigation, claims or audit findings involving the records or this Agreement have been finally resolved, whichever is later.

IV. Agreement Objectives

The funds will be used pursuant to the objectives set forth in the approved Local Plan for the Lincoln Workforce Development Area.

V. Work Environment

GRANTEE shall provide a safe and secure place of work for all individuals seeking service, and shall maintain all legally required health and safety standards.

VI. E-Verify Statement

GRANTEE is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska and for program participants receiving benefits. For purposes of this Agreement, federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 [8 U.S.C. 1324(a)], known as the E-Verify Program, or an equivalent federal program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

VII. Funds of Grant Award

Funds awarded pursuant to this Agreement include the following WIOA local area formula grant funds and special allocation of WIOA statewide funds:

- CFDA 17.258 WIOA Adult Formula Grant
- CFDA 17.259 WIOA Youth Formula Grant
- CFDA 17.278 WIOA Dislocated Worker Formula Grant

VIII. Restriction on Use of Funds

- A. In addition to the restrictions on funds as provided in section XII, "Limitations on Use of Funds", set forth below, GRANTEE understands and agrees that 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 or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this Agreement with:
1. 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
 2. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
 3. Any voter registration activity.
- B. In addition to the restrictions on funds as provided in the section on "Limitations on Use of Funds" set forth below, GRANTEE assure GRANTOR that no federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any member of congress, an officer or employee of congress or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, GRANTEE shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions. GRANTEE shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements and that all subrecipients shall certify and disclose accordingly).

IX. Grant Proceeds

Any violation in the terms of this grant Agreement by GRANTEE may result in loss of any future WIOA local area grant funds and may require repayment for any and all amounts already received.

X. Financial Management

- A. GRANTEE shall prepare such reports as are required by 20 C.F.R. Part 683 and they must conform with the uniform requirements, cost principles, and audit requirements for federal awards Final Rule.
- B. GRANTEE shall maintain such records as permit the tracking of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of the WIOA

and this Agreement.

- C. GRANTEE shall maintain accurate, current, and complete disclosure of the financial results of financially assisted activities made in accordance with the financial reporting requirements of regulations adopted pursuant to WIOA and state WIOA policy.
- D. **Accounting records.** GRANTEE shall maintain accounting records in accordance with 20 C.F.R. Part 683 which adequately identify the source and application of funds provided for financially-assisted activities, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income, as permitted by this Agreement.
- E. **Internal control.** GRANTEE shall retain records that allow for effective control by the GRANTOR and accountability with regard to all cash, real and personal property, and other assets, the safeguarding of such property and the assurance that such property is used solely for authorized purposes.
- F. **Budget control.** GRANTEE shall utilize the state Requests & Reporting System (RRS) for requesting draws of grant funds and reporting expenditures and maintaining their financial information in a manner so as to permit comparisons of actual expenditures or outlays with budgeted amounts. Such financial information shall be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in this Agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible. All reporting by GRANTEE shall be compliant with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) and regulations adopted pursuant to the FFATA.
- G. **Source documentation.** GRANTEE accounting records shall be supported by source documentation, including but not limited to cancelled checks, paid bills, payrolls, time and attendance records, and contract and subgrant award documents.
- H. **Cash management.** GRANTEE shall follow procedures for minimizing the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by GRANTEE, whenever advance payment procedures are used. GRANTEE shall establish reasonable procedures to ensure the receipt of reports on GRANTEE cash balances and cash disbursements in sufficient time to enable GRANTEE to prepare complete and accurate cash transaction reports to GRANTOR. When advances are made by letter-of-credit or electronic transfer of funds methods, GRANTEE shall make drawdowns as close as possible to the time of making disbursements. GRANTEE shall monitor any cash drawdowns by its subgrantees, if applicable, so as to assure that they conform substantially to the same standards of timing and amount as apply to advances to the GRANTEE.

XI. Financial Management

- A. **Allowable costs.** GRANTOR shall follow applicable OMB cost principles, agency program regulations, and the terms of this Agreement in determining the reasonableness, allowability and allocability of costs.
- B. GRANTOR reserves the right to review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to an award.

XII. Limitations on Use of Funds

- A. It is understood and agreed to by GRANTOR and the GRANTEE that allowable costs shall be determined in accordance with the cost principles set forth in the OMB Uniform Guidance, §2900, Subpart E.
- B. **Withholding payments.** GRANTOR shall not withhold payments for proper charges incurred by GRANTEE or LWIB unless:
1. GRANTEE has failed to comply with grant award conditions; or
 2. Federal laws, regulations or policies require otherwise.
- C. Any cash withheld for failure to comply with grant award conditions, but without suspension of the grant, shall be released to GRANTEE upon subsequent compliance. When a grant is suspended, payment adjustments will be made in accordance with 20 C.F.R. Part 683.

XIII. Assurances

GRANTEE shall comply with all assurances set forth in the Lincoln Workforce Development Plan and WIOA Assurances (*Attachment #1*).

XIV. Strict Compliance

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitutions or changes shall be made except upon written agreement between the parties.

XV. Assignability

GRANTEE shall not assign, transfer, or convey any right, title, or interest to the proceeds of this Agreement.

XVI. Merger

This Agreement shall not be merged into any other oral or written agreement, contract, or instrument.

XVII. Conflict of Interest

No officer, employee, or agent of GRANTOR who has or will participate in the selection, the award, or the administration of this program 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 Agreement. Upon written request, exceptions may be granted upon a case-by-case basis. These exceptions are granted by GRANTOR.

XVIII. Debarment, Suspension or Declared Ineligible

GRANTEE 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 GRANTEE's affirmative duty to notify GRANTOR if it or any of its principals is sanctioned or debarred. GRANTEE acknowledges that suspension or debarment is cause for termination.

XIX. Entire Agreement

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

XX. Applicable Law

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

XXI. Authorized Representatives

A. The parties hereto expressly agree that for the purposes of notice, during the term of this Agreement, and for any period applicable to the terms expressed herein, designate the following named individuals to be authorized representatives of the parties:

GRANTOR (Nebraska Department of Labor):	
Joan Modrell, Director Office of Employment and Training 550 South 16 th Street Lincoln, NE 68508	Telephone: (402) 471-9948 E-Mail: joan.modrell@nebraska.gov
GRANTEE (City of Lincoln):	
David Landis, City Attorney <i>Urban Development</i> 555 South 10 th Street Lincoln, NE 68508	Telephone: (402) 441-7126 E-mail: dlandis@lincoln.ne.gov

B. The parties' authorized representatives do not have the authority to amend this Agreement.

XXII. Public Record Statement

This document is a public record.

XXIII. Staffing

A. This Agreement does not create an employment relationship or establish other employment-related rights. GRANTOR's management shall retain all supervisory responsibility over GRANTOR staff providing services required under this Agreement. Services provided shall be scheduled during regular work hours, be subject to GRANTOR's availability, and shall, in no event, limit or restrict GRANTOR's ability to provide other essential services. GRANTEE will indemnify and hold

harmless the GRANTOR for any injury GRANTEE or GRANTEE's employees suffer in the performance of this Agreement.

- B. Personnel of GRANTEE are not and will not be considered employees of GRANTOR, nor will they be under the supervision of GRANTOR. GRANTEE will provide proof of workers' compensation coverage for its employees. GRANTOR has no obligation to provide any wages, benefits, insurance or other employment-related coverage for the employees, representatives, guests, or invitees of GRANTEE. However, GRANTOR does reserve the right to restrict access to its premises if a problem arises.

XXIV. IRS Publication 1075 Assurances

GRANTEE and HWS *will not* have or be allowed access to federal tax information while performing work under this Agreement.

XXV. Term of Agreement

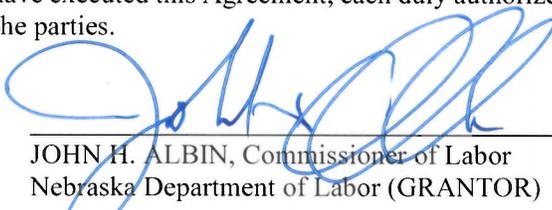
- A. This Agreement is effective from July 1, 2015 through June 30, 2021.
- B. This Agreement may be renewed, extended or amended upon written agreement of the parties.
- C. A change of any party to this Agreement shall require a new signature of the parties to this Agreement within thirty days (see, *Attachment #2*).
- D. This Agreement shall terminate upon the occurrence of any or all of the following:
 - 1. Exhaustion of designated fund.
 - 2. Upon thirty (30) days' written notice by either party to the other.
 - 3. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
 - 4. Expiration of the term of the Agreement.
 - 5. In the event of a default or violation of the terms of this Agreement by GRANTEE, failure to use the funds for only those purposes set forth herein, or failure by GRANTEE to make sufficient progress so as to endanger performance, NDOL may:
 - a. Suspension: After ten days' notice to GRANTEE, suspend the Agreement and prohibit from incurring additional obligations of funds, pending corrective action by or a decision to terminate.
 - b. Termination: Terminate the Agreement in whole or in part at any time before the date of completion whenever it is determined that GRANTEE has failed to comply with the terms and conditions of the Agreement. NDOL shall promptly notify GRANTEE in writing of the determination and the reasons for the termination, together with the effective date. Payments made to GRANTEE or

recoveries by NDOL under termination for cause shall be in accord with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to payments allowed for costs determined to be in compliance with the terms of this Agreement up to the date of termination. GRANTEE shall return to NDOL all unencumbered funds. Further, any costs previously paid by NDOL which are subsequently determined to be unallowable through audit and closeout procedure may be recovered.

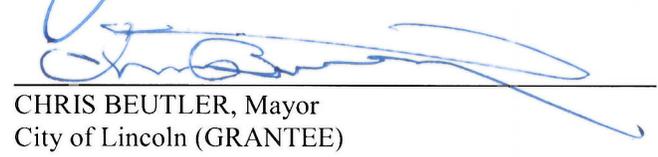
XXVI. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

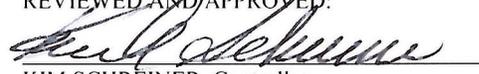
6/1/2015
Date


JOHN H. ALBIN, Commissioner of Labor
Nebraska Department of Labor (GRANTOR)

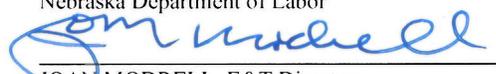
5/26/15
Date


CHRIS BEUTLER, Mayor
City of Lincoln (GRANTEE)

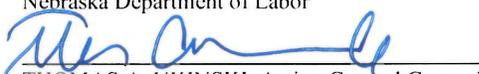
REVIEWED AND APPROVED:


KIM SCHREINER, Controller
Nebraska Department of Labor

6/2/15
Date


JOAN MODRELL, E&T Director
Nebraska Department of Labor

6/1/15
Date


THOMAS A. UKINSKI, Acting General Counsel
Nebraska Department of Labor

06/01/2015
Date


MARGARET BLATCHFORD, City Attorney
City of Lincoln, Nebraska

5/21/15
Date

Attachment:

- #1 - Lincoln Workforce Development Plan, Attachment A. "Assurances"
- #2 - Acknowledgement of Grantee Responsibilities under WIOA Grant Agreement

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

The purpose of distinguishing the following assurances is to highlight specific requirements and does not limit local area responsibilities in any way. Local areas are required to ensure that the local area and its subrecipients are held accountable to all state and federal laws, regulations, and policies. By signing the following assurances, the local area assures the State that in the local area and all of its subrecipients will abide by the following requirements.

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 subgrants 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 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, 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 48-114 – 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 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.* §48-108. 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 the 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 agree 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 subrecipients, 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 agree 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 prohibits 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 reserves 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, sub-grant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, subgrantee 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, 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 three years after grant closeout. If prior to the three-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 subrecipients 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 which 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 subgrants 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.

Local Workforce Development Board Chair



Signature
5/21/15

Date Signed

Local Chief Elected Official



Signature
5-26-15

Date Signed

ACKNOWLEDGEMENT OF GRANTEE RESPONSIBILITIES
Under The
AGREEMENT
Between
NEBRASKA DEPARTMENT OF LABOR,
And
THE CITY OF LINCOLN

WIOA Grant Agreement

PURSUANT TO paragraph XXVI(C) of the original Agreement herein, the parties named below affirm that they have read the Agreement, understand the Agreement, and are willing and capable of carrying out the duties and responsibilities of said Agreement.

6/1/2015
Date

[Signature]
COMMISSIONER OF LABOR
Nebraska Department of Labor (GRANTOR)

5/26/15
Date

[Signature]
MAYOR
City of Lincoln (GRANTEE)

REVIEWED AND APPROVED:
[Signature]
Controller
Nebraska Department of Labor

6/2/16
Date

[Signature]
E&T Director
Nebraska Department of Labor

6/6/15
Date

[Signature]
General Counsel
Nebraska Department of Labor

06/04/2015
Date

[Signature]
Asst. City Attorney
City of Lincoln, Nebraska

5/2/15
Date

ATTACHMENT #2