

GL - Attachment A - Signed Assurances

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 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 relating to the administration of the grant funds.

Administration and Fiscal Systems - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds. This includes a financial management system that satisfactorily accounts for and documents the receipt and disbursement of all WIA funds including information pertaining to subgrants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls are in place to safeguard assets and assure 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 - 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 - All persons and/or subrecipients who are authorized to receive or deposit WIA funds, or to issue financial documents, checks, or other instruments of payment for WIA program costs, will be bonded in accordance with federal and state regulatory requirements for protection against loss.

Cash Management - No excess cash will be kept on hand, and that procedures exist for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements.

Compliance with LB 403 Lawful Presence in the U.S. - 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 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. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves that the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services Website at www.das.state.ne.us. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide 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. The Contractor

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understands and agrees that lawful presence in the U.S. is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIA - The Grantee assures that it will fully comply with the requirements of PL 105-220, the Workforce Investment Act of 1998, and all Federal regulations pursuant to the Act.

Confidentiality – The Grantee assures ~~that~~ it will comply with the confidentiality requirements of section 136(f)(3).

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

Demand Occupations - WIA training shall be provided only for those occupations for which there is a demand in the area served, or in another area to which the customer is willing to relocate.

Disabilities - The Grantee assures ~~that~~ it will comply with Section 504 of the Rehabilitation Act of 1973 and the American's with Disabilities Act of 1990.

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

Governor's Grant Procedures - The Grantee assures ~~that~~ it will comply with the grant procedures prescribed by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will be provided by the Governor and will specify the required terms, conditions, assurances, and certifications, including, but not limited to, the following:

General Administrative Requirements:

- 29 CFR part 97 – Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
- 29 CFR part 96 (as amended by OMB Circular A-133) – Single Audit Act
- OMB Circular A-87 - Cost Principles (as amended by the Act)

Assurances and Certifications:

- SF 424 B - Assurances for Non-construction Programs
- 29 CFR part 37 – Nondiscrimination and Equal Opportunity Assurance (and regulation) 29 CFR § 37.20
- CFR part 93 - Certification Regarding Lobbying (and regulation)
- 29 CFR part 98 - Drug Free Workplace and Debarment and Suspension Certifications (and regulation)

Special Clauses/Provisions:

Other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.

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

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

Nondiscrimination - The Grantee assures ~~that~~ it will comply with the nondiscrimination and equal opportunity provisions of Section 188 and its implementing regulations at 29 CFR Part 37,

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Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and maintain data necessary to show compliance.

Regional Planning - The WIB will participate in regional planning.

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

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

Retention of Records - The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of three years. If prior to the expiration of the 3-year retention period, any litigation or an audit has begun, the records, books of account, and documents relating to the grant agreement will be retained until the litigation is complete and audit findings are resolved.

Salary and Bonus Limitation - The Grantee assures that none of the funds appropriated in Public Law 109-149 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 subrecipient 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 for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133.

Sunshine Provision - The local WIB assures that the public, including individuals with disabilities, has access to local WIB meetings and information regarding local WIB activities, including membership and meeting minutes.

Uniform Administrative Requirements - The Grantee assures that it will establish, in accordance with Section 184 of the Workforce Investment Act, procedures that ensure compliance with the uniform administrative requirements for grants and agreements applicable to the type of entity receiving funds.

Union Organizing - The Grantee assures that no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing.

Veterans - The Grantee assures that it will comply with the veterans' priority provisions established in the Jobs for Veterans Act.

Local WIB CHAIRPERSON

LOCAL CHIEF ELECTED OFFICIAL



Signature

2/20/14
Date

Signature

Date

BUDGET, PARTICIPANT, AND EXIT SUMMARY – Adult

Program Area Adults (Training Funds - 90%) Issuance No. TBD
 Program Period 07-01-14 To 06-30-15

Amounts will be included when the Issuance and NOA have been received.

	1. Carry In Funds	2. PY Funds (July – Sept.)	3. FY Funds (Oct – June)	4. Name/Year Effective Date	5. Total Available Funds
I. Funds Available					
A. Program (90%)					
B. Additional/Transfer					
C. Additional/Transfer					
D. Additional/Transfer					
E. Total Funds					

	1. Carry In Funds	2. PY Funds (July – Sept.)	3. FY Funds (Oct – June)	4. Name/Year Effective Date	5. Total Available Funds
II. Projected Costs					
A. Participant Costs					
B. Staff Costs					
C. Operational Costs					
D. Equipment Costs					
E. Total Projected					

III. Projected Carry-In (to next Program Year)					
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	1. 1st Qtr (July-Sept.)	2. 2nd Qtr (Oct.-Dec.)	3. 3rd Qtr (Jan.-March)	4. 4th Qtr (April-June)	5. Cumulative Total
IV. Actual Expenditures					
A. Program					

	1. 1st Qtr (July-Sept.)	2. 2nd Qtr (Oct.-Dec.)	3. 3rd Qtr (Jan.-March)	4. 4th Qtr (April-June)	5. Cumulative Totals	6. Carry-In to Next PY
V. Participants						
A. Prior Year Carry-In						
B. New Enrollees						

VI. Exits					
A. Planned Exits					
B. Entered Employment					

Projected Cost per Participant #DIV/0! **Actual Cost per Participant** #DIV/0!
 For Current Year For Previous Year

BUDGET, PARTICIPANT, AND EXIT SUMMARY – DLW

Program Area DLW (Training Funds - 90%)
 Program Period 07-01-14 to 06-30-15

Issuance No. TBD

Amounts will be included when the Issuance and NOA have been received.

Additional
and/or
Transferred
Funds

	1. Carry In Funds	2. PY Funds (July – Sept.)	3. FY Funds (Oct – June)	4. Name/Year Effective Date	5. Total Available Funds
I. Funds Available					
A. Program (90%)					
B. Additional/Transfer					
C. Additional/Transfer					
D. Additional/Transfer					
E. Total Funds					

II. Projected Costs

A. Participant Costs					
B. Staff Costs					
C. Operational Costs					
D. Equipment Costs					
E. Total Projected					

III. Projected Carry-In
(to next Program Year)

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IV. Actual Expenditures

	1. 1st Qtr (July-Sept.)	2. 2nd Qtr (Oct.-Dec.)	3. 3rd Qtr (Jan.-March)	4. 4th Qtr (April-June)	5. Cumulative Total
A. Program					

V. Participants

	1. 1st Qtr (July-Sept.)	2. 2nd Qtr (Oct.-Dec.)	3. 3rd Qtr (Jan.-March)	4. 4th Qtr (April-June)	5. Cumulative Totals	6. Carry-In to Next PY
A. Prior Year Carry-In						
B. New Enrollees						

VI. Exits

A. Planned Exits				
B. Entered Employment				

Projected Cost per Participant #DIV/0!
For Current Year

Actual Cost per Participant #DIV/0!
For Previous Year

BUDGET, PARTICIPANT, AND EXIT SUMMARY – Youth

Program Area
Program Period

Youth (90%)
07-01-14 to 06-30-15

Issuance No. TBD

Amounts will be included when the Issuance and NOA have been received.

Additional Funds

I. Funds Available

- A. Program (90%)
- B. Additional Funds
- C. Additional Funds
- D. Additional Funds

1. Carry In Funds	2. PY Funds	3. Program/ Year Effective Date	4. Total Available Funds

II. Projected Costs

A. Out of School Youth

- 1. Participant Funds
- 2. Staff Costs
- 3. Operational Costs
- 4. Equipment Costs

B. In School Youth

- 1. Participant Funds
- 2. Staff Costs
- 3. Operational Costs
- 4. Equipment Costs

1. Carry-In Funds	2. PY Funds	3. Program/ Year Effective Date	4. Total Costs

III. Projected Carry-In Funds
(to next Program Year)

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IV. Actual Expenditures

- A. Out of School
- B. In School
- C. Total Expenditures

1. 1st Qtr (July-Sept.)	2. 2nd Qtr (Oct.-Dec.)	3. 3rd Qtr (Jan.-Mar.)	4. 4th Qtr (April-June)	5. Cumulative Total

V. Participants

- A. Prior Year Carry-In
- B. New Enrollees
 - 1. Low Income/ Econ. Disadvantaged
 - 2. High School Dropouts/ No GED
 - 3. Unemployed
 - 4. Out of School
 - 5. In School

	1. 1st Qtr (July-Sept.)	2. 2nd Qtr (Oct.-Dec.)	3. 3rd Qtr (Jan.-Mar.)	4. 4th Qtr (April-June)	5. Cumulative Totals	6.
A. Prior Year Carry-In						
B. New Enrollees						
1. Low Income/ Econ. Disadvantaged						
2. High School Dropouts/ No GED						
3. Unemployed						
4. Out of School						
5. In School						

VI. Exits

- A. Exits
 - 1. Placement in Empl. / Educ.
 - 2. Attain Degree / Certificate
 - 3. Literacy/Numeracy Gains

Projected Cost per Participant #DIV/0!
For Current Year

Actual Cost per Participant #DIV/0!
For Previous Year

BUDGET SUMMARY – Administration

Program Area Administration (10%) Issuance No. TBD
 Program Period 07-01-14 to 06-30-15

Other Funds

<u>I. Funds Available</u>	1. Carry In Funds	2. PY Funds (July – Sept.)	3. FYFunds (Oct – June)	4. Source	5. Total Available Funds
A. Adult					
B. DLW					
C. Youth					
D. Total Funds					

II. Projected Costs

A. Staff Costs					
B. Overhead Costs					
C. Total Projected					

III. Projected Carry-In
(to next Program Year)

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IV. Actual Expenditures

	1st Qtr PY (July-Sept.)	2nd Qtr FY (Oct.-Dec.)	3rd Qtr (Jan.-Mar.)	4th Qtr (April-June)	Cumulative Totals
A. Administration					

Amounts will be included when the Issuance and NOA have been received.

GL ATTACHMENT F

Local Area Participant Appeals Procedures

1. Purpose

The following procedure describes the process by which participants may file a grievance or complaint against an alleged violation of the requirements of Title I of the Workforce Investment Act (WIA) except for Job Corps. These procedures have been established in conformance with Sections 181(c) of the WIA law (PL 105-220), and parts 667.600 of the regulations promulgated under WIA law.

2. Protection

These procedures are designed to ensure that the identity of a person who furnishes information or assists in the investigation of a complaint will be kept confidential to the extent possible consistent with a fair determination on the complaint. A complainant's rights include freedom from employment termination, discrimination, retaliation, or denial of WIA benefits to which entitled because the person filed a complaint. The complainant's identity will be kept confidential to every extent possible unless and until identity is necessary to resolve the issue.

3. Reprisal

Retaliation is prohibited against a person who files a complaint or testifies. An individual may file a complaint without fear of jeopardizing his/her WIA participation, employment, advancement opportunities, salary increases, or any other rights and benefits.

4. Who May File

A complaint may be filed by any person or entity, including but not limited to applicants, participants, one stop partners, WIA service providers, or other interested persons affected by the local Workforce Investment Act System.

5. Filing Deadline

Non-criminal complaints should be filed as soon as possible and have to be filed within 180 days of the alleged occurrence.

6. How to File a Complaint

Complaints shall be submitted in writing and contain the following:

- A. Full name, legal address, and phone number of the complainant.
- B. Full name, address of the person or entity against whom the complaint is made.
- C. A clear statement of the facts and date(s) of the alleged violation.
- D. If known, the specific areas of Title I WIA, its regulations, or other terms or conditions believed to have been violated.
- E. A statement as to whether or not the complaint has been filed anywhere else.

- F. If the complainant is represented by an attorney or other representative of the complainant's choice, the name, address and phone number of the representative.
 - G. Must state the relief or remedial action sought.
 - H. Copies of documents supporting or referred to in the complaint must be attached to the complaint.
 - I. The complaint must be signed and dated by the complainant.
 - J. The written complaint is to be given to the One-Stop operator of the Lincoln American Job Center.
7. Where to get a Complaint Procedure/Form
- Procedures and forms are available upon request at the Lincoln American Job Center located at 1111 O Street in the SCC Education Square Building or the Department of Urban Development located at 555 South 10TH Street, Suite 205, Lincoln, Nebraska 68508. In addition, any entity which is awarded Title I funds will provide and publish information on the complaint procedure and have forms available to participants upon request.
8. Resolving a Complaint
- A. Complainants are encouraged to resolve complaints through informal discussion.
 - B. If the complaint is not resolved through informal discussion, the complainant can choose to formally file the complaint.
 - C. The One-Stop operator will formally acknowledge its receipt of a complaint filed within 5 days. The acknowledgement will be sent to the complainant's last known address on record.
 - D. Within 14 days of receiving a complaint, the One-Stop operator will issue and send its initial determination to the complainant's last known address of record. The initial determination shall be construed as an informal resolution and will include:
 - 1. Statement of complaint's issues
 - 2. The One Stop Operator's decision
 - 3. Reasons for the decision
 - 4. An offer to accept the decision in writing
 - E. If the decision is not accepted, a hearing may be requested by the complainant. The written request for a hearing must be made in writing by the complainant to the One Stop Operator and received by the One Stop Operator within 5 days of the complainant's receipt of the initial determination decision.
 - F. Upon receipt of request for a hearing, the One Stop Operator will arrange it to be heard by the Performance Review Committee of the Greater Lincoln Workforce Investment Board or hearing officer as designated by the Committee. The Performance Review Committee shall be represented by a minimum of 3 members of the Committee.

- G. The hearing will be arranged within 5 working days from the date of receiving the request for a hearing.
- H. The complainant will be sent a written notice within 3 days that a hearing has been arranged and the location, date, and time of the hearing.
- I. The notice will include:
 - 1. Identity of Performance Review Committee or hearing officer as designated by the committee.
 - 2. Date, time and place that the hearing will be held.
 - 3. Opportunity for the complainant to withdraw the request for a hearing. The request must be received in writing before the date of the hearing and must include a signed statement that the resolution is satisfactory.
 - 4. The opportunity to bring witnesses or documentary evidence.
 - 5. The opportunity to be represented by an attorney or other representative chosen by the complainant.
 - 6. The opportunity to have relevant records and/or other documents surrendered for the hearing.
 - 7. The opportunity to question any witnesses.
- J. The hearing will be conducted within 25 days of receiving the request for a hearing. The hearing will be held informally; meaning that formal and/or technical rules of evidence do not apply. Opportunity shall be afforded all parties to present evidence or testimony bearing on the nature of the complaint.
- K. The Performance Review Committee's decision will be given in writing to the complainant and One Stop Operator within 60 days of the date the formal complaint was received. The decision will include
 - 1. Statement of issues.
 - 2. Performance Review Committee's decision.
 - 3. Reason(s) for the decision.
 - 4. Recommended action(s).
- L. The One Stop Operator will review and respond in writing to the Performance Review Committee's decision within 15 days and provide a copy to complainant. The One Stop Operator's written response to the recommended action will include:
 - 1. Summary of facts and findings.
 - 2. One Stop Operator response.
 - 3. Reason(s) for the response.
 - 4. Action(s) to be taken.
- M. The parties have a right to appeal for a review by the Nebraska Department of Labor Commissioner if the Performance Committee's decision is not satisfactory or a hearing and decision have not been given within 60 working

days of receipt of the formal complaint. The appeal for review must be filed within ten (10) days of receipt of the adverse determination or, if no determination is made within sixty (60) days, then within ten days of the date that the decision should have been made. State staff will review and/or investigate, provide opportunity for hearing, and the hearing officer will issue a decision within sixty (60) days of the appeal to the State. The State Department of Labor has issued a process for this appeal and may be contacted at Nebraska Workforce Development, Department of Labor, 550 South 16TH Street, Lincoln, Nebraska 68509.

- N. The parties have a right to appeal for a review by the Federal Secretary of Labor if the appeal to the Nebraska Department of Labor has not resulted in a decision within 60 working days of receipt of the request for appeal of a local level complaint.
 - O. The complainant has a right to a written decision from the Federal Secretary of Labor no later than 120 days after receiving the request for appeal.
9. The Lincoln American Job Center will make reasonable efforts as provided for in 29 CFR 37.35 to assure that information on the complaint procedure and complaint forms will be understood by individuals, including youth, and limited English speaking participants, in order to meet their language needs and be effectively informed.
 10. If an individual alleges a labor standard violation, such violation may be submitted to a binding arbitration procedure if such individual's collective bargaining agreement covering the parties to the grievance provides for an arbitration procedure.
 11. Any formal criminal complaints, regarding equal opportunity and discrimination charges or complaints may be filed with the Nebraska Equal Opportunity Commission. Procedures are available upon request at the Equal Opportunity Commission, 301 Centennial Mall South, 5TH Floor, P.O. Box 94934, Lincoln, Nebraska, 68509 or you may call (402) 471-2024 or 1-800-642-6112.

GL - Attachment G - CEO Agreement

99R-261

Introduce: 9-13-99

RESOLUTION NO. A- 79737

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

2 1. That the attached Interlocal Agreement between the City of Lincoln,
3 the County of Lancaster, Nebraska, and the County of Saunders, Nebraska for the
4 establishment of a Local Workforce Investment Area and a system to perform the
5 responsibilities set forth in the Workforce Investment Act of 1998, in accordance with
6 the terms and conditions contained in said Agreement, is hereby approved and the
7 Mayor is authorized to execute the same on behalf of the City of Lincoln.

8 2. That the provisions of the attached agreement, upon execution and
9 approval as provided therein, shall supercede and replace the agreement approved by
10 the City under Resolution No. A-69047 on September 26, 1993.

11 3. The City Clerk is directed to return all executed copies of the
12 Interlocal Agreement to Jan Norlander Jensen, Urban Development Department, for
13 transmittal to the other parties for necessary signatures.

Introduced by:

Jonathan Cook

AYES: Camp, Cook, Fortenberry,
Johnson, McRoy, Seng, Shoecraft;
NAYS: None.

Approved as to Form & Legality:

[Signature]
Assistant City Attorney

9/20/99 Council Proceedings:
JOHNSON Moved to accept a substitute
agreement.

Seconded by Camp & carried by
the following vote: AYES: Camp, Cook,
Fortenberry, Johnson, McRoy, Seng,
Shoecraft; NAYS: None.

Staff Review Completed:

[Signature]
Administrative Assistant

APPROVED ADOPTED

SEP 23 1999

SEP 20 1999

[Signature]

By City Clerk

GL - Attachment G - CEO Agreement

CITY OF LINCOLN - LANCASTER COUNTY - SAUNDERS COUNTY

Local Workforce Investment Area Interlocal Agreement

THIS AGREEMENT is entered into this 23RD day of SEPTEMBER, 1999, by and between the City of Lincoln, Nebraska, a municipal corporation (Lincoln), the County of Lancaster, Nebraska (Lancaster County), and the County of Saunders, Nebraska (Saunders County) all political subdivisions of the State of Nebraska.

WHEREAS, the parties are authorized by the statutes of the State of Nebraska, including the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et. seq. as amended, to enter into cooperative agreements for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Greater Lincoln Service Area (Greater Lincoln) in the City of Lincoln, Lancaster County, and Saunders County (1990 population 231,926) has previously been designated as a service delivery area under the Job Training Partnership Act (1982) P.L. 97-300 (JTPA) and the Mayor of the City of Lincoln has performed the functions of the "appropriate chief elected official" under §103 (c) P.L. 97-300; and

WHEREAS, the Workforce Investment Act of 1998 P.L. 105-220 (WIA) provides the procedures for local systems to be designated as a Local Workforce Area under Subtitle B—Statewide and Local Workforce Investment Systems, to perform the obligations of WIA and assume some of the responsibilities formerly provided under JTPA; and

WHEREAS, Greater Lincoln has requested Nebraska Governor Johanns to proceed with a temporary designation in the same areas previously served by Greater Lincoln as the designated Local Workforce Investment Area under Section 116(a)(3) WIA, which designation is provided as a matter of law; and

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WHEREAS, the parties desire to establish a local system to perform the responsibilities under WIA based on the concept of "one-stop" centers selected by the local workforce investment board; and

WHEREAS, the parties enter this agreement to outline the responsibilities of each party in establishing a Local Workforce Area as required by WIA and to designate the "chief elected official" under WIA § 117 (C) (1) (B).

NOW, THEREFORE, it is mutually agreed between the Lincoln, Lancaster County and Saunders County that the agreement entered into for the Greater Lincoln Service Delivery Area under JTPA and establishing the Private Industry Council is terminated effective upon the appointment and qualification of the Local Workforce Investment Board as provided herein, (Lincoln Resolution A-69047 9/26/83; Lancaster County Approval of Agreement No. C-2516; and Saunders County Resolution No. 27-1983 9/20/83) and this agreement is entered into upon the following terms and conditions:

1. **Purpose.** The purpose of this agreement is to establish a local system to be designated as a local workforce area under the Workforce Investment Act of 1998 Subtitle B as a cooperative exercise of authority among the parties without creating a separate joint entity and to designate an authorized representative to function as the "chief elected official" under the WIA.
2. **Local Workforce Area.** In accordance with the designation of the governor of the State of Nebraska, the Greater Lincoln Local Workforce Area shall mean the City of Lincoln, Lancaster County, and Saunders County, Nebraska.
3. **Local Workforce Investment Board (WIB).** The WIB shall consist of such members as provided in the WIA, the majority representing business, in accordance with the criteria of the Governor of the State of Nebraska which at a minimum shall include the following:

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- (a) Representatives of business in the local area, who —
 - (i) Are owners of businesses, chief executives or operating officers of businesses, and other business executives or employers with optimum policymaking or hiring authority;
 - (ii) Represent businesses with employment opportunities that reflect the employment opportunities of the local area; and
 - (iii) Are appointed from among individuals nominated by local business organizations and business trade associations;
- (b) Representatives of local educational entities, including representatives of local educational agencies, local school boards, entities providing adult education and literacy activities, and postsecondary educational institutions (including representatives of community colleges, where such entities exist), selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities;
- (c) Representatives of labor organizations (for a local area in which employees are represented by labor organizations), nominated by local labor federations, or (for a local area in which no employees are represented by such organizations), other representatives of employees;
- (d) Representatives of community-based organizations (including organizations representing individuals with disabilities and veterans, for a local area in which such organizations are present);
- (e) Representatives of economic development agencies, including private sector economic development entities; and
- (f) Representatives of each of the one-stop partners; and
- (g) Such other individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate consistent with the WIA.

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- (h) The City Treasurer shall be the treasurer of the WIB. The Lincoln City Attorney shall provide legal services to the WIB as may be required. In addition, the Mayor or a designated staff person representing the Mayor shall be a nonvoting ex-officio member of the board.
4. **Authorized Representative Designated.** The mayor of Lincoln (Mayor) is hereby designated as the authorized representative of the parties to serve as the "chief elected official" as defined by § 101(6)(B). This designation shall include, but shall not be limited to the authority to:
- (a) Appoint members to the WIB in accordance with the WIA;
 - (b) Approve a memorandum of understanding with the WIB consistent with the WIA to provide for the operation of the one-stop delivery system in the Greater Lincoln area, including designation and certification of the one-stop operator and development of a memorandum of understanding with one-stop partners.
 - (c) Approve the WIB designation of the local area used for measuring the performance of the local fiscal agent (where appropriate), eligible providers, and the one-stop delivery system.
 - (d) Approve the WIB local plan submission;
 - (e) Provide administration and oversight of the delivery system as provided in this agreement; and
 - (f) Carry out any other responsibilities assigned to the chief elected officials of Lincoln, Lancaster County and Saunders County.
5. **Duties of the WIB.** The WIB shall have the duties in the Greater Lincoln Area as provided in the WIA and approved in the local plan.
6. **Administration.** As grant recipient, the Mayor shall administer the funds allocated to the local system, and will bear full liability for misuse of grant funds. The Mayor shall have authority to approve or deny applications for funds for the local system and

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execute all contracts and agreements entered into with the United States Department of Labor, the governor of Nebraska, or other departments, agencies, organizations, businesses, or local governments as deemed necessary and desirable under the WIA or under the local plan promulgated pursuant the WIA. The Mayor shall not approve the local plan until said plan has been reviewed and commented upon by Saunders County and Lancaster County. The administration of budgeted funds shall include the right to apply for, receive, and expend grants, and to make transfers of unencumbered balances or portions thereof between major expense categories. The Mayor shall inform the parties of all transfers by filing an appropriate written statement within seven (7) days. Each party shall have ten (10) days from the receipt of the notification from the Mayor to respond to the proposed transfer of funds. If there is no response within ten (10) days, the party is deemed to have approved of the transfer.

7. **Budget Process.** The budget for the local system shall be prepared annually by the Mayor on behalf of the WIB. The budget shall be approved by the governing bodies as provided in the local plan. Any action requiring the expenditure of funds not permitted by the annual budget, shall require the separate approval of the governing bodies.
8. **Purchasing.** All purchases for the local system shall be made in accordance with applicable law and the purchasing regulations of the City, and all funds of the department shall be handled by and through the City Treasurer. No funds shall be disbursed except as authorized by this agreement. Unencumbered balances remaining at the end of each year shall be returned to the City Treasurer to be applied to appropriations for the following year.
9. **Duration/Termination.** This agreement shall be and remain in full force and effect for one (1) year from the date hereof and every year thereafter unless terminated by 90 days' written notice by either party. In case of termination, the property, equipment,

GL - Attachment G - CEO Agreement

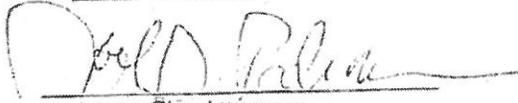
and funds of the local system shall be returned to the parties in proportion to their contributions, or as may be otherwise agreed. Otherwise, all real and personal property acquired, held or disposed of for the local system shall be considered as property of the City unless provided otherwise in the local plan. Disposition of all records of the local system shall be made pursuant to law.

10. **Governor Approval.** Pursuant to the Interlocal Cooperation Act § 13-805 this agreement shall, as a condition precedent to its entry into force, be approved as to all matters provided through the WIA or otherwise within the jurisdiction of the State of Nebraska by the Governor of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

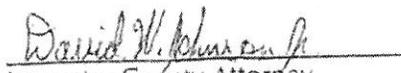
APPROVED BY THE CITY COUNCIL OF THE CITY OF LINCOLN, NEBRASKA by Resolution No. A- 747.37, adopted SEPT. 20, 1999.

Approved as to Form this _____ day of _____, 1999.

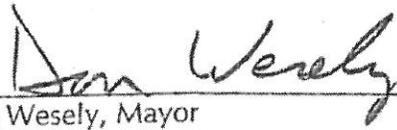

Assistant City Attorney

APPROVED BY THE LANCASTER COUNTY BOARD by Resolution No. 99-1178, adopted September 21, 1999.

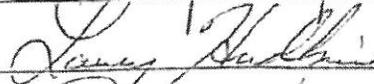
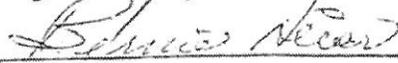
Approved as to Form this 30th day of September, 1999.


Lancaster County Attorney

CITY OF LINCOLN, NEBRASKA

By: 
Don Wesely, Mayor

COUNTY OF LANCASTER, NEBRASKA
By the Lancaster County Board of Commissioners

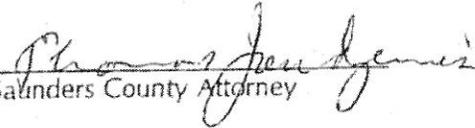


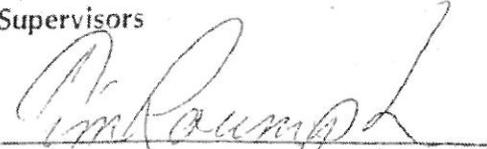
GL - Attachment G - CEO Agreement

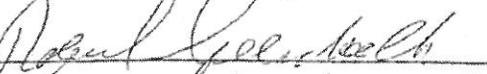
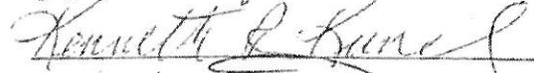
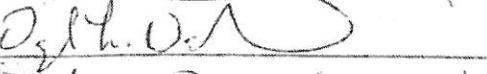
COUNTY OF SAUNDERS, NEBRASKA
By the Saunders County Board of
Supervisors

APPROVED BY THE
SAUNDERS COUNTY BOARD
by Resolution No. 30,
adopted 9-28, 1999.

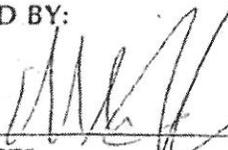
Approved as to Form this 28 day
of September, 1999.


Saunders County Attorney




APPROVED BY:


Mike Johanns
Governor of the State of Nebraska

GL - Attachment H - CEO/WIB Agreement

GREATER LINCOLN LOCAL WORKFORCE INVESTMENT BOARD AND CHIEF ELECTED OFFICIAL AGREEMENT

This agreement is by and between the Chief Elected Official of the Greater Lincoln area and the Greater Lincoln Local Workforce Investment Board in regards to the implementation of the Workforce Investment Act.

WHEREAS, the Mayor of Lincoln is the Chief Elected Official(hereinafter referred to as the "CEO") of the Greater Lincoln Area which is comprised of the City of Lincoln, Lancaster County and Saunders County designated under Section 117 (c)(1)(B) of Public Law 105-220 (hereinafter referred to as the "Act"); and

WHEREAS, The CEO is the "local grant recipient for, and the City of Lincoln as the political jurisdiction shall be liable for any misuse of, the grant funds" under section 117 (d)(3)(B) of the Act and Final Rule 667.705(b) of the Act; and

WHEREAS, the CEO is the appointing authority for the Workforce Investment Board under Section 117 (c)(1)(A) of said Act; and

WHEREAS, it is the responsibility of the Greater Lincoln Local Workforce Investment Board, hereinafter referred to as "LWIB", to develop the local workforce investment plan, coordinate and conduct oversight of the One-Stop System and provide oversight of the Act's Title I in this area in partnership with the CEO; and

WHEREAS, the CEO and the LWIB may enter into an agreement describing the respective roles and responsibilities of the parties under Final Rule 661.300(c) of the Act and as required by the Governor for approval of the local plan; and

WHEREAS, the parties desire to enter into an agreement to provide and perform the obligations of the Workforce Investment Act to the eligible residents of the Greater Lincoln Area.

NOW THEREFORE IT IS MUTUALLY AGREED:

AUTHORITY AND RESPONSIBILITIES OF THE CHIEF ELECTED OFFICIAL

1. Appoint members to the LWIB in accordance with the Act.
2. Approve a Memorandum of Understanding with the One-Stop Partners.
3. Approve the designation and certification of the one-stop operator by the LWIB.
4. Approve the designation of the geographic area used for measuring the performance of the local fiscal agent, eligible providers, and the one-stop delivery system.
5. Approve the LWIB local plan submission but not until such plan has been provided for review and comment to Saunders and Lancaster County.
6. Provide administration and oversight of the delivery system.
7. Administer funds allocated to the local system and bear liability for misuse of grant funds in accordance with the Act.
8. Approve or deny applications for funds for the local system.
9. Execute all contracts and agreements with the United States Department of Labor, the governor of Nebraska or other departments, agencies, organizations, businesses, local governments, providers and any entity as deemed necessary.

GL - Attachment H - CEO/WIB Agreement

10. Authority to apply for, receive and expend grants, and to make transfers of unencumbered balances between major expense categories pursuant to state policy.
11. Annually prepare an operating budget for the local workforce investment system on behalf of the LWIB. The Budget shall be approved by the LWIB.

AUTHORITY AND RESPONSIBILITIES OF THE LWIB

1. Develop and submit a local plan to the Governor with the approval of the CEO.
2. With the approval of the CEO, designate and certify one-stop operators and terminate for cause the eligibility of such operators.
3. Select eligible providers of youth activities by awarding grants or contracts on a competitive basis based on the recommendations of the youth council with the approval of the CEO and conduct oversight with respect to the providers.
4. Identify eligible providers of training services for adults and dislocated workers.
5. Identify eligible providers of intensive services by awarding contracts with the approval of the CEO, if the one-stop operator does not provide such intensive services in the local workforce area.
6. Approve the budget for the local workforce investment system as prepared by the CEO. The local board may solicit and accept grants and donations from sources other than federal funds with the approval of the CEO.
7. May conduct oversight of local programs of youth activities and local employment and training activities for adults and the one-stop delivery system in the local area in partnership with the CEO.
8. Negotiate and reach agreement on local performance measures with the agreement of the CEO.
9. Assist the Governor in developing the statewide employment statistics system.
10. Coordinate the workforce investment activities carried out in the local area with economic development strategies and develop other employment linkages.
11. Promote the participation of private sector employers in the workforce investment system and ensure connecting, brokering, and coaching activities through intermediaries such as the one-stop operator in the local area or through other organizations.
12. Develop and execute Memorandum of Understanding with One-Stop partners as designated by the Act and the State, consistent with the local plan with the agreement of the CEO.
13. May utilize personnel services granted to the LWIB from the Mayor's office, Urban Development Department, City Attorney and City Finance in carrying out the work of the Board.

AMENDMENT OF AGREEMENT

1. Either party may propose amendments to this agreement at any time. Requests for amendments shall be authorized in accordance with the Bylaws of the body initiating the request. No proposed amendment may be considered by the body unless the amendment has been mailed by postal service or electronically to the members of the body at least 10 days prior to consideration.

GL - Attachment H - CEO/WIB Agreement

ENTIRE AGREEMENT

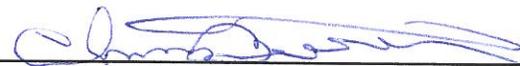
1. The entire agreement of the parties is contained herein and this agreement supersedes any and all prior oral agreements between the parties relating to the subject matter thereof.

RATIFICATION OF AGREEMENT

1. This agreement shall require the approval of the CEO and LWIB by a majority vote of the members present at a LWIB Board Meeting, authorizing the execution of the agreement.

IN WITNESS THEREOF



Chair, LWIB

Mayor Chris Beutler
Chief Elected Official

GL-ATTACHMENT I

GRIEVANCE / COMPLAINT PROCEDURE

1. **Purpose:** The following procedure describes the process by which aggrieved parties may file a grievance or complaint against an alleged violation of the requirements of Title I of the Workforce Investment Act (WIA) except for Job Corps. The complaint procedure has been established in conformance with Sections 181(c) of the WIA law (PL 105-220), and parts 667.600 of the regulations promulgated under WIA law. For information on WIA requirements, refer to the U.S. Department of Labor website at: http://www.doleta.gov/programs/laws_regulations.cfm
2. **Protection:** These procedures are designed to ensure that the identity of a person who furnishes information or assists in the investigation of a complaint will be kept confidential to the extent possible consistent with a fair determination on the complaint. A complainant's rights include freedom from employment termination, discrimination, retaliation, or denial of WIA benefits to which entitled because the person filed a complaint. The complainant's identity will be kept confidential to every extent possible unless and until identity is necessary to resolve the issue.
3. **Reprisal:** Retaliation is prohibited against a person who files a complaint or testifies. An individual may file a complaint without fear of jeopardizing his/her WIA participation, employment, advancement opportunities, salary increases, or any other rights and benefits.
4. **Who May File:** A complaint may be filed by any person or entity, including but not limited to applicants, participants, one stop partners, WIA service providers, or other interested persons affected by the local Workforce Investment Act System.
5. **Filing Deadline:** Noncriminal complaints should be filed as soon as possible and have to be filed within 180 days of the alleged occurrence.
6. **How to File a Complaint:** Complaints shall be submitted in writing and contain the following:
 - a. Full name, legal address, and phone number of the complainant.
 - b. Full name, address of the person or entity against whom the complaint is made.
 - c. A clear statement of the facts and date(s) of the alleged violation.
 - d. If known, the specific areas of Title I WIA, its regulations, or other terms or conditions believed to have been violated.
 - e. A statement as to whether or not the complaint has been filed anywhere else.

- f. If the complainant is represented by an attorney or other representative of the complainant's choice, the name, address and phone number of the representative.
- g. Must state the relief or remedial action sought.
- h. Copies of documents supporting or referred to in the complaint must be attached to the complaint.
- i. The complaint must be signed and dated by the complainant.
- j. The written complaint is to be given to the One-Stop operator of the Lincoln American Job Center.

7. *Where to get a Complaint Procedure/Form:* Procedures and forms are available upon request at the One-Stop Center located at 1111 O Street in the SCC Education Square building or the Department of Urban Development located at 555 South 10TH Street, Suite 205, Lincoln, Nebraska 68508. In addition, any entity which is awarded Title I funds will provide and publish information on the complaint procedure and have forms available to participants upon request.

8. *Resolving a Complaint*

- a. Complainants are encouraged to resolve complaints through informal discussion.
- b. If the complaint is not resolved through informal discussion, the complainant can choose to formally file the complaint.
- c. The One-Stop operator will formally acknowledge its receipt of a complaint filed within **5** days. The acknowledgement will be sent to the complainant's last known address on record.
- d. Within 14 days of receiving a complaint, the One-Stop operator will issue and send its initial determination to the complainant's last known address of record. The initial determination shall be construed as an informal resolution and will include:
 - o Statement of complaint's issues
 - o The One Stop Operator's decision
 - o Reasons for the decision
 - o An offer to accept the decision in writing
- e. If the decision is not accepted, a hearing may be requested by the complainant. The written request for a hearing must be made in writing by the complainant to the One Stop Operator and received by the One Stop Operator within 5 days of the complainant's receipt of the initial determination decision.
- f. Upon receipt of request for a hearing, the One Stop Operator will arrange it to be heard by the Performance Review Committee of the Greater Lincoln Workforce Investment Board or hearing officer as designated by the Committee. The Performance Review Committee shall be represented by a minimum of 3 members of the Committee.

- g. The hearing will be arranged within 5 working days from the date of receiving the request for a hearing.
- h. The complainant will be sent a written notice within 3 days that a hearing has been arranged and the location, date, and time of the hearing.
- i. The notice will include:
 - Identity of Performance Review Committee or hearing officer as designated by the committee.
 - Date, time and place that the hearing will be held.
 - Opportunity for the complainant to withdraw the request for a hearing. The request must be received in writing before the date of the hearing and must include a signed statement that the resolution is satisfactory.
 - The opportunity to bring witnesses or documentary evidence.
 - The opportunity to be represented by an attorney or other representative chosen by the complainant.
 - The opportunity to have relevant records and/or other documents surrendered for the hearing.
 - The opportunity to question any witnesses.
- j. The hearing will be conducted within 25 days of receiving the request for a hearing. The hearing will be held informally; meaning that formal and/or technical rules of evidence do not apply. Opportunity shall be afforded all parties to present evidence or testimony bearing on the nature of the complaint.
- k. The Performance Review Committee's decision will be given in writing to the complainant and One Stop Operator within 60 days of the date the formal complaint was received. The decision will include
 - Statement of issues.
 - Performance Review Committee's decision.
 - Reason(s) for the decision.
 - Recommended action(s).
- l. The One Stop Operator will review and respond in writing to the Performance Review Committee's decision within 15 days and provide a copy to complainant. The One Stop Operator's written response to the recommended action will include:
 - Summary of facts and findings.
 - One Stop Operator response.
 - Reason(s) for the response.
 - Action(s) to be taken.

- m. The parties have a right to appeal for a review by the Nebraska Department of Labor Commissioner if the Performance Committee's decision is not satisfactory or a hearing and decision have not been given within 60 working days of receipt of the formal complaint. The appeal for review must be filed within ten (10) days of receipt of the adverse determination or, if no determination is made within sixty (60) days, then within ten days of the date that the decision should have been made.

State staff will review and/or investigate, provide opportunity for hearing, and the hearing officer will issue a decision within sixty (60) days of the appeal to the State. The State Department of Labor has issued a process for this appeal and may be contacted at Nebraska Workforce Development, Department of Labor, 550 South 16TH Street, Lincoln, Nebraska 68509.

- n. The parties have a right to appeal for a review by the Federal Secretary of Labor if the appeal to the Nebraska Department of Labor has not resulted in a decision within 60 working days of receipt of the request for appeal of a local level complaint.
- o. The complainant has a right to a written decision from the Federal Secretary of Labor no later than 120 days after receiving the request for appeal.

9. The One Stop Center will make reasonable efforts as provided for in 29 CFR 37.35 to assure that information on the complaint procedure and complaint forms will be understood by individuals, including youth, and limited English speaking participants, in order to meet their language needs and be effectively informed.

10. If an individual alleges a labor standard violation, such violation may be submitted to a binding arbitration procedure if such individual's collective bargaining agreement covering the parties to the grievance provides for an arbitration procedure.

11. Any formal criminal complaints, regarding equal opportunity and discrimination charges or complaints may be filed with the Nebraska Equal Opportunity Commission. Procedures are available upon request at the Equal Opportunity Commission, 301 Centennial Mall South, 5th Floor, P.O. Box 94934, Lincoln, Nebraska, 68509 or you may call (402) 471-2024 or 1-800-642-6112.

GL - ATTACHMENT J

Customized Training Policy

Customized Training is Training:

- That is designed to meet the special requirements of an employer (including a group of employers), and
- That is conducted with a commitment by the employer to employ, or in the case of incumbent workers, continue to employ, an individual on successful completion of the training, and
- For which the employer pays for not less than 50% of the cost of the training.

Eligibility for Customized Training

There are two categories of individuals eligible for Customized Training:

1. Individuals eligible under the WIA adult or dislocated worker program, and
2. Eligible employed individuals that meet the following:
 - The employee is not earning a self-sufficient wage as determined by the Board policy, and
 - The training meets the definition of Customized Training, and
 - The Customized Training relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new job skills that require additional skills, workplace literacy, or other appropriate purposes identified by the Board, and
3. Have received a core and Intensive service, and
4. Have been assessed as appropriate for Customized Training.

Use of Funds

Use of funds from the WIA programs is an allowable activity to assist eligible WIA adults and dislocated workers to attend Customized Training. Customized Training does not use the Individual Training Account nor are providers of Customized Training required to be included on the Eligible Training Provider list. Determination of the level of WIA financial assistance is dependent on several factors, including but not limited to:

- Cost of Customized Training.
- Financial needs of the individual

GL - Attachment K - Local Area Equal Opportunity Policy Statement

Chapter 11.08

FAIR EMPLOYMENT PRACTICES

Sections:

- 11.08.010 Purpose.
- 11.08.030 Exceptions.
- 11.08.040 Unlawful Employment Practices for an Employer.
- 11.08.050 Unlawful Employment Practice for Employment Agency.
- 11.08.060 Unlawful Employment Practices for Labor Organization.
- 11.08.070 Unlawful Employment Practice; Controlling Apprenticeship or Training Program.
- 11.08.075 Unlawful Employment Practice; Qualified Individual With Disability; Discrimination.
- 11.08.080 Lawful Employment Practices.
- 11.08.090 National Security Employment; Exception.
- 11.08.100 Standards for Compensation Permitted; When.
- 11.08.110 Preferential Treatment Not to be Granted on Account of Existing Numbers or Percentage Imbalance.
- 11.08.120 Participation in Investigation, Proceeding or Hearing; Discrimination Unlawful.
- 11.08.130 Notice of Employment; Preference or Discrimination; Unlawful.
- 11.08.140 Unlawful Employment Practice; Unlawful for Any Person to Aid or Abet in the Violation of this Chapter.
- 11.08.150 Posting Excerpts of Fair Employment Practice Ordinances.
- 11.08.160 Contracts with the City of Lincoln; Requirements.

11.08.010 Purpose.

It is the policy of the City of Lincoln to foster employment of all employable persons in the city on the basis of merit regardless of their race, color, religion, sex, disability, national origin, ancestry, age, or marital status, and to safeguard their right to obtain and hold employment without discrimination because of their race, color, religion, sex, disability, national origin, ancestry, age, or marital status.

Denying equal opportunity for employment because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status is contrary to the principles of freedom and is a burden on the objectives of the public policy of the City of Lincoln. (Ord. 13793 §9; March 26, 1984: Ord. 12849 §26; February 19, 1980: Ord. 10917 §2; October 1, 1973).

GL - Attachment K - Local Area Equal Opportunity Policy Statement

11.08.030 Exceptions.

This chapter shall not apply to:

- (a) A religious corporation, association, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, or society of its religious activities, or
- (b) The employment of any individual by:
 - (1) their parent, grandparent, spouse, child, or grandchild, or
 - (2) in the domestic service of any person. (Ord. 12849 §27; February 19, 1980: Ord. 12621 §14; July 2, 1979: Ord. 10917 §2; October 1, 1973).

11.08.040 Unlawful Employment Practices for an Employer.

It shall be an unlawful employment practice for an employer:

- (a) To fail or refuse to hire, or to discharge any individual, or otherwise to discriminate against any individual with respect to such individual's compensation, terms, advancement potential, conditions, or privileges of employment because of such individual's race, color, religion, sex, disability, national origin, ancestry, age, or marital status;
- (b) To limit, segregate, or classify employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee because of such individual's race, color, religion, sex, disability, national origin, ancestry, age, or marital status. (Ord. 13793 §10; March 26, 1984: Ord. 12849 §28; February 19, 1980: Ord. 10917 §2; October 1, 1973).

11.08.050 Unlawful Employment Practice for Employment Agency.

It shall be an unlawful employment practice for an employment agency to fail or refuse to refer for employment or otherwise to discriminate against any individual because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status, or to classify or refer for employment any individual on the basis of race, color, religion, sex, disability, national origin, ancestry, age, or marital status. (Ord. 13793 §11; March 26, 1984: Ord. 12849 §29; February 19, 1980: Ord. 12621 §15; July 2, 1979: Ord. 12151 §31; November 21, 1977: Ord. 10917 §2; October 1, 1973).

11.08.060 Unlawful Employment Practices for Labor Organization.

It shall be an unlawful employment practice for a labor organization:

- (a) To exclude or to expel from its membership or otherwise to discriminate against any individual because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status; or
- (b) To limit, segregate, or classify its membership, or to classify or fail or refuse to refer for employment any individual in any way which would deprive or tend to deprive any individual of employment opportunities, or would limit such employment opportunities or otherwise adversely affect their status as an employee or as an applicant for employment because of such individual's race, color, religion, sex, disability, national origin, ancestry, age, or marital status; or
- (c) Cause or attempt to cause an employer to discriminate against any individual in violation of this chapter. (Ord. 13793 §12; March 26, 1984: Ord. 12849 §30; February 19, 1980: Ord. 10917 §2; October 1, 1973).

GL - Attachment K - Local Area Equal Opportunity Policy Statement

11.08.070 Unlawful Employment Practice; Controlling Apprenticeship or Training Program.

It shall be an unlawful employment practice for any employer, labor organization, or joint labor-management committee controlling apprenticeship or other training or retraining, including on-the-job training programs, to discriminate against any individual because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status in admission to or employment in any program established to provide apprenticeship or other training. (Ord. 13793 §13; March 26, 1984: Ord. 12849 §31; February 19, 1980: Ord. 10917 §2; October 1, 1973).

11.08.075 Unlawful Employment Practice; Qualified Individual With Disability; Discrimination.

(a) It shall be an unlawful employment practice for an employer to discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

(b) When referring to a qualified individual with a disability, discrimination shall include:

(1) Limiting, segregating, or classifying a job applicant or employee in a way that adversely affects the opportunities or status of the applicant or employee because of the disability of the applicant or employee;

(2) Participating in a contractual or other arrangement or relationship that has the effect of subjecting a qualified individual with a disability to discrimination in the application or employment process, including a relationship with an employment agency, a labor union, an organization providing fringe benefits to an employee of the employer, or an organization providing training and apprenticeship programs;

(3) Utilizing standards, criteria, or methods of administration

(i) that have the effect of discrimination on the basis of disability; or

(ii) that perpetuate the discrimination against others who are subject to common administrative control;

(4) Excluding or otherwise denying equal jobs or benefits to a qualified individual with a disability because of the known disability of an individual with whom the qualified individual with a disability is known to have a relationship or association;

(5) Not making reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee unless such employer can demonstrate that the accommodation would impose an undue hardship on the operation of the business of the employer;

(6) Denying employment opportunities to a job applicant or employee who is otherwise a qualified individual with a disability if the denial is based upon the need of such employer to make reasonable accommodation to the physical or mental impairments of the employee or applicant;

(7) Using qualification standards, employment tests, or other selection criteria that screen out or tend to screen out an individual with a disability or a class of individuals with disabilities unless the standard, test, or other selection criteria, as used by the employer, is shown to be job-related for the position in question and is consistent with business necessity;

(8) Failing to select and administer tests concerning employment in the most effective manner to ensure that, when the test is administered to a job applicant or employee who has a disability

GL - Attachment K - Local Area Equal Opportunity Policy Statement

that impairs sensory, manual, or speaking skills, the test results accurately reflect the skills, aptitude, or whatever other factor of the applicant or employee that the test purports to measure rather than reflecting the impaired sensory, manual, or speaking skills of the employee or applicant except when such skills are the factors that the test purports to measure;

(9) Conducting a medical examination or making inquiries of a job applicant as to whether the applicant is an individual with a disability or as to the nature or severity of the disability, except that:

(i) An employer may make pre-employment inquiries into the ability of an applicant to perform job-related functions;

(ii) A test to determine the illegal use of drugs shall not be considered a medical examination; and

(iii) An employer may require a medical examination after an offer of employment has been made to a job applicant and prior to the commencement of the employment duties of the applicant and may condition an offer of employment on the results of the examination if:

A. All entering employees are subjected to such an examination regardless of disability;

B. Information obtained regarding the medical condition or history of the applicant is collected and maintained on separate forms and in separate medical files and is treated as a confidential medical record, except that

1) supervisors and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations,

2) first-aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment,

3) government officials investigating compliance with this title shall be provided relevant information on request, and

4) information shall be made available in accordance with the Nebraska Workers' Compensation Act; and

C. The results of the examination are used only in a manner not inconsistent with this title; and

(10) Requiring a medical examination or making inquiries of an employee as to whether the employee is an individual with a disability or as to the nature or severity of the disability, unless the examination or inquiry is shown to be job-related and consistent with business necessity. A test to determine the illegal use of drugs shall not be considered a medical examination. An employer may conduct voluntary medical examinations, including voluntary medical histories, which are part of an employee health program available to employees at the work site and may make inquiries into the ability of an employee to perform job-related functions if the information obtained regarding the medical condition or history of the employee is subject to the requirements in subdivisions (9)(iii)(B) and (C) of this section. (Ord. 17032 §1; July 15, 1996).

11.08.080 Lawful Employment Practices.

Notwithstanding any other provision of this chapter:

(a) It shall not be an unlawful employment practice to hire and employ employees, for an employment agency to classify or refer for employment any individual, or for any labor organization to

GL - Attachment K - Local Area Equal Opportunity Policy Statement

classify its membership or to classify or refer for employment any individual, or for an employer, labor organization, or joint labor-management committee controlling apprenticeship or other training or retraining to admit or employ any individual in such program on the basis of religion, sex, or national origin in those certain instances where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of that particular business or enterprise; and

(b) It shall not be an unlawful employment practice for a school, college, university, or other educational institution or institution of learning to hire and employ employees of a particular religion if such school, college, university, or other educational institution or institution of learning is, in whole or in substantial part, owned, supported, controlled, or managed by a particular religion or by a particular religious corporation, association, or society, or if the curriculum of such school, college, university, or other educational institution of learning is directed toward the propagation of a particular religion. (Ord. 12849 §32; February 19, 1980: Ord. 12621 §16; July 2, 1979: Ord. 10917 §2; October 1, 1973).

11.08.090 National Security Employment; Exception.

Notwithstanding any other provisions of this chapter, it shall not be an unlawful employment practice for an employer to fail or refuse to hire and employ any individual for any position, for an employer to discharge any individual from any position, or for an employment agency to fail or refuse to refer any individual for employment in any position, or for a labor organization to fail or refuse to refer any individual for employment in any position, if:

(a) The occupancy of such position, or access to the premises in or upon which any part of the duties of such position is performed or is to be performed, is subject to any requirement imposed in the interest of the national security of the United States under any security program in effect pursuant to or administered under any statute of the United States or any executive order of the President; and

(b) Such individual has not fulfilled or has ceased to fulfill that requirement. (Ord. 12849 §33; February 19, 1980: Ord. 12621 §17; July 2, 1979: Ord. 10917 §2; October 1, 1973).

11.08.100 Standards for Compensation Permitted; When.

(a) Notwithstanding any other provision of this chapter, it shall not be an unlawful employment practice for an employer to apply different standards of compensation, for different terms, conditions, or privileges of employment pursuant to a bona fide seniority or merit system, or a system which measures earnings by quantity or quality of production or to employees who work in different locations, if the employer can show that such differences are not the result of discrimination because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status; nor shall it be unlawful employment practice for an employer to give and to act upon the results of any validated ability tests if the employer can show that such test, its administration or action upon the result is not designed, intended, or used to discriminate because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status and are reasonably related to such employment.

(b) It shall not be an unlawful employment practice for an employer, employment agency, labor organization, or joint labor-management committee to deny privileges of employment when the nature and extent of a disability reasonably precludes the performance of the particular employment.

(c) Women affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all employment-related purposes, including receipt of employee benefits, as other persons not

GL - Attachment K - Local Area Equal Opportunity Policy Statement

so affected but similar in their ability or inability to work, and nothing in this section shall be interpreted to provide otherwise.

This section shall not require an employer to provide employee benefits for abortion except when medical complications have arisen from an abortion. (Ord. 15106 §2; February 13, 1989: prior Ord. 13793 §14; March 26, 1984: Ord. 12849 §34; February 19, 1980: Ord. 12621 §18; July 2, 1979: Ord. 10917 §2; October 1, 1973).

11.08.110 Preferential Treatment Not to be Granted on Account of Existing Numbers or Percentage Imbalance.

Nothing contained in this chapter shall be interpreted to require any employer, employment agency, labor organization or joint labor-management committee subject to this chapter to grant preferential treatment to any individual or to any group because of the race, color, religion, sex, national origin, ancestry, age, or marital status of such individual or group, on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex, national origin, ancestry, age, or marital status in the city, or in the available work force in the city. (Ord. 13793 §15; March 26, 1984: Ord. 12849 §35; February 19, 1980: Ord. 10917 §2; October 1, 1973).

11.08.120 Participation in Investigation, Proceeding or Hearing; Discrimination Unlawful.

It shall be an unlawful employment practice for an employer to discriminate against any employees or applicants for employment, for an employment agency to discriminate against any individual, or for a labor organization to discriminate against any member thereof or applicant for membership because they have opposed any practice made an unlawful employment practice by this chapter, or because they have made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this chapter. (Ord. 12849 §36; February 19, 1980: Ord. 12621 §19 July 2, 1979: Ord. 10917 §2; October 1, 1973).

11.08.130 Notice of Employment; Preference or Discrimination Because of Race, Color, Religion, Sex, Disability, National Origin, Ancestry, Age, or Marital Status; Unlawful.

It shall be an unlawful employment practice for an employer, labor organization, or employment agency to print or publish or cause to be printed or published any notice or advertisement relating to employment by such an employer or membership in, or any classification or referral for employment by such a labor organization, or relating to any classification or referral for employment by such an employment agency indicating any preference, limitation, specification, or discrimination based on race, color, religion, sex, disability, national origin, ancestry, age, or marital status, except that such a notice or advertisement may indicate a preference, limitation, specification, or discrimination based on religion, sex or national origin, when religion, sex, or national origin is a bona fide occupational qualification for employment. (Ord. 13793 §16; March 26, 1984: Ord. 12849 §37; February 19, 1980: Ord. 10917 §2; October 1, 1973).

GL - Attachment K - Local Area Equal Opportunity Policy Statement

11.08.140 Unlawful Employment Practice; Unlawful for Any Person to Aid or Abet in the Violation of this Chapter.

It shall be unlawful for any person, whether or not an employer, employment agency, or labor organization, to aid or abet in the doing of any act declared to be unlawful by this chapter. (P.C. §11.08.131: Ord. 12849 §38; February 19, 1980: prior Ord. 10917 §2; October 1, 1973).

11.08.150 Posting Excerpts of Fair Employment Practice Ordinances.

Every employer, employment agency, and labor organization subject to the provisions of this chapter shall on or before February 1, 1974, post and permanently maintain in a conspicuous place or places on the premises a notice to be prepared or approved by the commission which shall set forth excerpts of this chapter and such other relevant information which the commission deems necessary to explain said chapter. (P.C. §11.08.170: Ord. 12849 §39; February 19, 1980: Ord. 10917 §2; October 1, 1973).

11.08.160 Contracts with the City of Lincoln; Requirements.

Every contract to which the City of Lincoln or any of its agencies is a party shall contain a provision requiring the contractor and subcontractors not to discriminate against any employee or applicant for employment to be employed in the performance of such contract with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status. (P.C. §11.08.180: Ord. 13793 §17; March 26, 1984: Ord. 12849 §40; February 19, 1980: Ord. 10917 §2; October 1, 1973).

GL - ATTACHMENT L

Individual Training Accounts Policy

Individual Training Account Defined:

The Individual Training Account (ITA) is the document used to authorize expenditure of WIA funds for training services provided by Eligible Training Providers to adults and dislocated workers. Individuals age 18 and older that are eligible under the adult or dislocated worker program may have training services authorized by the ITA. ITAs authorize payment of training costs only for demand occupations as defined by the Board in the local area plan.

Eligibility for the ITA

ITAs are limited to adults and dislocated workers that:

- Are unable to obtain grant assistance from other sources to pay the costs of their training, or
- Require assistance beyond that available under grant assistance from other sources to pay the costs of such training, and
- Complete an assessment of their skills, abilities, aptitudes and support service needs, and
- Participate in developing their Individual Employment Plan, and
- Select training from the Eligible Training Provider list, and
- Select training for occupations in demand in the local area or in an area in which they are willing to relocate.

(Participants enrolled in the Youth program only are not eligible for ITAs).

All adults and dislocated workers are provided with information on the use of the ITA for training. This information is provided during the assessment and Individual Employment Plan development. Information on accessing the Eligible Training Provider list on the NDOL website is also provided at this time.

Exceptions to ITA'S

Exceptions to the use of the Individual Training Account are for training provided through on-the-job-training, customized training, training offered by a community based organization or private organization to serve special populations*, or if the WIB determines that there is an insufficient number of eligible providers in the local area.

*Special Populations are defined as:

- Individuals with substantial language or cultural barriers;
- Offenders;
- Homeless individuals;
- Other hard to serve populations as defined by the Governor.

ITAs and Demand Occupations

Training funded with ITAs must be for demand occupations and must be selected from the statewide Eligible Training Provider list. Data from NEworks, the Nebraska

Department of Labor-Office of Labor Market Information, employer surveys, Board members' input, and data from organizations such as the UNL-Bureau of Business research, Lincoln Chamber of Commerce, and the Lincoln Partnership for Economic Development is reviewed continually to identify demand occupations in the local area. Demand information is also collected on a regional and national basis.

Determining ITA Amounts and Duration

Individual Training Accounts amounts are determined based on the results of Comprehensive Assessment and the development of the Individual Employment Plan for customers that need training. A financial needs assessment is conducted as a part of the Comprehensive Assessment. The maximum amount of the ITA is \$10,000. The Individual Training Account amount is determined by calculating the individual's resources, any financial aid the individual is eligible to receive, the estimated costs to be incurred by the individual while in training, including the cost of training, and determining if the individual is able to finance the training. WIA funds are authorized based on the individual's inability to fund the training costs. (School loans are not included in the individual's resources nor are they required as a condition of receipt of an ITA). Individual Training Accounts can only be used to pay tuition, fees, books and supplies for training. Individual Training Accounts are authorized based on the assessed needs of the individual for a maximum of two years of training on a full time equivalent basis. Based on the needs of the individual, the Program Manager can approve exceptions to the ITA dollar limits and length of training.

Coordinating WIA Assistance with Other Sources of Funds.

Funds for training from the Adult or Dislocated Worker program may only be used for individuals that are unable to obtain grant assistance or require assistance beyond that available from other sources to pay the costs of training. The primary source of other funds is generally PELL Grants. All individuals being considered for an ITA must apply for financial aid as a part of the ITA determination process unless it can be documented beforehand that the individual is not eligible for financial aid. The results of the financial aid application are one of the factors used to determine the amount of WIA funds needed for the ITA. Eligible Training Providers are notified of the ITA amount and make adjustments to financial aid as necessary.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE GREATER LINCOLN
LOCAL WORKFORCE INVESTMENT BOARD AND THE ONE STOP SYSTEM
PARTNERS**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as MOU, is made and entered into by and between the Greater Lincoln Local Workforce Investment Board, hereinafter referred to as "LWIB" and the One Stop System Partners, hereinafter referred to as the "One-Stop Partners" for the Greater Lincoln One Stop Center with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

WHEREAS, the LWIB has a vision for a Workforce Investment System that is designed to be a dynamic, integrated workforce investment system that meets the changing needs of business and individuals by providing the knowledge, skills and resources for learning, earning and living today and tomorrow.

WHEREAS, the LWIB and One-Stop Partners desire to be guided by the vision of the LWIB by establishing an agreement concerning their respective roles and responsibilities for implementation of the Workforce Investment Act of 1998 as designated under Section 121(c)(2).

WHEREAS, this agreement is to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services

WHEREAS, this agreement is to establish cost and funding operations of such services.

WHEREAS, this agreement will enable one-stop partners to collaborate and establish an integrated delivery system to enhance services.

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The Purpose of the Memorandum of Understanding is to establish an agreement between the LWIB and One-Stop Partners concerning the operation of the one-stop delivery system in the Greater Lincoln area.

2. One-Stop Partners and Services. The following are the One-Stop Partners entering into an agreement with the LWIB to provide the services and activities as identified below:

One-Stop Partner	Program	Revenue Source/ Authorization
Southeast Community College	PostSecondary Vocational Education under Carl Perkins, Adult Education and Literacy	WIA Title II, Carl D Perkins, Vocational & Applied Tech Act
NHHS	Health and Human Services	Food Stamp Act, Social Security Act

Nebraska Dept. of Labor, Veteran Employment Outreach	Veterans Employment	Chapter 41 of Title 38 U.S.C.
Nebraska Department of Labor	Disabled Veteran Outreach Program	Chapter 41 of Title 38, U.S.C.
Indian Center Inc.	Native American Programs	WIA Title I
Client Assistance Program	Client Assistance Program	Rehabilitation Act
Nebraska Department of Labor	Wagner-Peyser	Wagner-Peyser Act
Job Corps	Desi/Job Corps	WIA Title I
Services for the Visually Impaired	Rehabilitation Services For The Visually Impaired	U.S. Department of Education/Rehabilitation Services Administration
NAF Muticultural Human Development Corporation	Migrant and Seasonal Farm workers Program	WIA Title I
Green Thumb, Inc.	Senior Community Service Employment Program	Title V Older Americans Act
City of Lincoln Urban Development Department	Adults, Dislocated Workers, Youth, HUD, Welfare to Work	WIA Title I, HUD, Social Security Act
Vocational Rehabilitation	Vocational Rehabilitation	Rehabilitation Act
Lincoln Action Program	Community Services Block Grant Program	Community Services Block Grant
Nebraska Department of Labor	Unemployment Insurance, NAFTA, Trade Adjustment Assistance	UI Grant, Trade Act of 1974
Operation ABLE - Lincoln Area Agency on Aging	Senior Community Service Employment Program	Title V Older Americans Act
AARP	Senior Community Service Employment Program	Title V Older Americans Act

3. Agreement of One-Stop Partners. In signing this agreement, it is the intent of the One-Stop Partners to participate in the One-Stop Delivery System and agree to the following:

- a. Provide access to core services and access to their other services and programs in at least one physical location known as the One-Stop Center by agreeing to develop a Scope of Services agreement with the LWIB by July 1, 2000.
- b. Negotiate a Cost Sharing/Resource Sharing agreement with the LWIB by July 1, 2000.
- c. Participate in a process of program review and continuous improvement to offer the best possible services.

4. Core Services. The Core Services applicable to this agreement are those described in WIA section 134(d)(2) and in the WIA regulations at 20 CFR 662.240(b). These services must be available to those clients eligible for services from each one-stop partner and are described in Attachment B: Scope of Services. The Scope of Services is a separate attachment referenced in the MOU that will detail the manner in which the core, intensive and training services will be provided by the one-stop partner and how they will be integrated into the one-stop system.

5. Partnership. The One-Stop Partners will demonstrate partnership and participation in the one-stop system. Descriptions of participation and partnership are referenced as separate attachments within this MOU as follows:

a. Attachment A: Cost Sharing/Resource Sharing. This attachment will delineate what resources the partner will make available to the system and will include the partner's share of operating costs.

b. Attachment B: Scope of Services. This attachment will describe the type of core, intensive and training services that will be provided by the partner and how those services will be integrated into the one-stop system.

6. Referral Process for One-Stop System Services. The One-Stop Partners of this signed MOU will provide for the referral of individuals for services by use of a common intake form, administered through the NWS system, which will refer individuals to the appropriate partner for needed services.

7. Governance of the One-Stop Delivery System. The partnership between the CEO, LWIB, the One-Stop Operator and the One-Stop Partners includes shared responsibility and accountability for the One-Stop Delivery System process and services as described in the WIA and the Interlocal Agreement between the City of Lincoln, Lancaster County and Saunders County.

8. Duration and Modification of MOU. The One-Stop Partners agree that the terms of this MOU will take effect as of July 1, 2000 and will continue in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), otherwise by action of law or in accordance with this section.

a. Withdrawal: Any party may withdraw from this MOU by giving written notice of its intent to withdraw at least 120 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to the Chairperson of the LWIB and the CEO. Should any One-Stop Partner withdraw, the MOU shall remain in effect with respect to other remaining One-Stop Partners. Should any One-Stop Partner withdraw, it shall not be entitled to a refund of any portion of any previously paid contribution and shall remain responsible for payment of its share of any contractual obligations entered into prior to withdrawal through the remainder of the current July/June fiscal year.

b. Amendments: The MOU can be modified by mutual agreement of partners and the LWIB. Any such modification will be preceded by written notice of intent to modify and the purpose of such modification.

c. Any party to the MOU can request a modification to the agreement by making such a request in writing to the Board. If such a request affects any other party to the agreement, the LWIB will follow notification procedures under subsection b directly above for notifying the other parties in the event the request needs to be approved.

9. Severability. If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force.

10. Attachments. One Stop Partner agencies which are a party to this Memorandum of Understanding have the ability to enter into various attachments to the MOU which are separate agreements between the LWIB and one stop partners.

11. Impasse. WIA regulations emphasize that the one stop partners and the LWIB are to engage in good faith negotiation and reach agreement on the MOU. The partners and the LWIB may seek the assistance of the appropriate state agencies, the Governor, State Board or the appropriate parties in reaching agreement. If the parties have reached a dispute that forecloses agreement on the MOU, the parties have reached an impasse in MOU negotiations and the Executive Committee of the LWIB shall attempt to resolve the dispute. If the Executive Committee's efforts fail and an MOU is not executed between the LWIB and the required partner, both entities must report the failure in accordance with 20 CFR 662.310 of the WIA regulations.

12. Liability. The political jurisdiction of the Chief Elected Official of the LWIB, identified as the Mayor of the City of Lincoln, is liable for any misuse of the Workforce Investment Act grant funds allocated to the local area under Title I of the Workforce Investment Act.

13. Mutual Hold Harmless. The parties to this agreement recognize that the partnership consists of various levels of government, not for profit and for profit entities. Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party or parties. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any resulting loss of use.

14. Authority and Signatures. The individuals signing the MOU have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing. It is understood and agreed that the Greater Lincoln Workforce Investment Board and the Chief Local Elected Official shall execute this MOU by signing below. It is understood and agreed that each One-Stop Partner shall execute this MOU by signing a separate attachment in the form attached hereto as "Signature Form". It is understood and agreed that each One-Stop Partner shall be committed to the terms of the MOU to the same extent as if the One-Stop Partners had signed this MOU jointly in a single attachment.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the 23 day of June, 2000

By: Don Wesely
Don Wesely, Mayor of City of Lincoln and
Chief Elected Official of Greater Lincoln
Workforce Investment Area

By: Jim Linderholm
Jim Linderholm, Chairperson
Greater Lincoln Workforce Investment Board

"SIGNATURE FORM"

ATTACHMENT TO THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE GREATER LINCOLN WORKFORCE
INVESTMENT BOARD AND THE ONE STOP SYSTEM PARTNERS

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 24 day of APRIL, 2000.

Vocational Rehabilitation
Agency/One Stop Partner
Name: Frank C. Lloyd
Title: DIRECTOR

"SIGNATURE FORM"

ATTACHMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP
SYSTEM PARTNERS

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 28 day of April, 2000.

Heart of Human Services
Agency/One Stop Partner
Name: [Signature]
Title: Senior Area Administrator - SEEA

"SIGNATURE FORM"

ATTACHMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP
SYSTEM PARTNERS

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 14 day of APRIL, 2000.

SOUTHEAST COMMUNITY COLLEGE

Agency/One Stop Partner

Name:

Title:

Paul J. Hicks
PRESIDENT

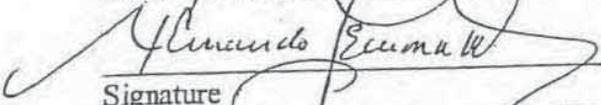
"SIGNATURE FORM"

**ATTACHMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP
SYSTEM PARTNERS**

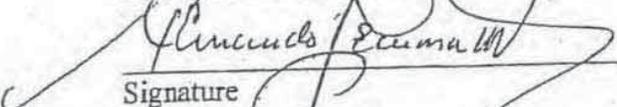
AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop system Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 19 day of May, 2000.

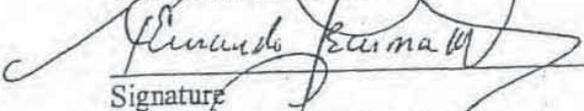
SAID WITNESS signs below with the understanding that the LWIB has selected the City of Lincoln to enter into negotiations to be the One Stop Operator for the Greater Lincoln Area and with the understanding that the LWIB has recommended that the One Stop Center be located in Gold's Galleria or similar facility.



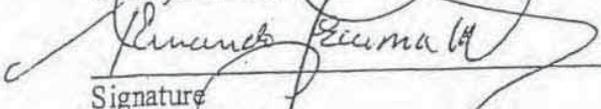
Signature
DOL/Unemployment Insurance/NAFTA/TAA
Agency/One Stop Partner
Name: Fernando Lecuona III
Title: Commissioner



Signature
DOL/Wagner-Peyser
Agency/One Stop Partner
Name: Fernando Lecuona III
Title: Commissioner



Signature
DOL/Veterans Employment
Agency/One Stop Partner
Name: Fernando Lecuona III
Title: Commissioner



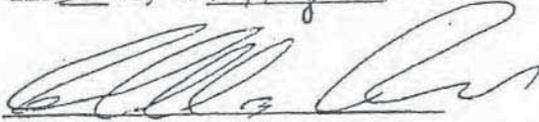
Signature
DOL/Disabled Veterans Program
Agency/One Stop Partner
Name: Fernando Lecuona III
Title: Commissioner

"SIGNATURE FORM"

ATTACHMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP
SYSTEM PARTNERS

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit
the party they represent to the terms of the MOU between the Greater Lincoln Workforce
Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding
this 5th day of MAY, 2000.



Agency/One Stop Partner

Name: Randall B. Ross

Title: Executive Director

Program: Indian Center Inc.

"SIGNATURE FORM"

ATTACHMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP
SYSTEM PARTNERS

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 21 day of April, 2000.

Client Assistance Program
Agency/One Stop Partner
Name: Victoria Hamussen
Title: Program Director

GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP
SYSTEM PARTNERS

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 19 day of April, 2000.

DESJ/ Job Corps
Agency/One Stop Partner
Name: Michelle Olson
Title: Project Director

"SIGNATURE FORM"

ATTACHMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP
SYSTEM PARTNERS

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 27 day of April, 2000.

Carlos Serdan

NEBRASKA

REHABILITATION for
Usually Impaired

Según

Agency/One Stop Partner

Name: CARLOS SERDAN

Title: ASSISTANT DIRECTOR of NRYI

"SIGNATURE FORM"

ATTACHMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP
SYSTEM PARTNERS

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 12th day of April, 2000.

NAF Multicultural Human Development Corp.
Agency/One Stop Partner
Name: Lolla Nelson
Title: Executive Director



Trisha Guerin

"SIGNATURE FORM"

ATTACHMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP
SYSTEM PARTNERS

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 7th day of April, 2000.

Green Thumb Inc. - Nebraska Operation
Agency/One Stop Partner
Name: Debra Holcomb
Title: State Project Director

NOTE: This agency now does business as Experience Works.
The SCSEP representative on the Greater Lincoln Workforce Investment Board is Operation ABLE/ Lincoln Area Agency on Aging.

ATTACHMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP
SYSTEM PARTNERS

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 24th day of April, 2000.

Urban Development
Agency/One Stop Partner
Name: Marc Wullschlaeger
Title: Director

"SIGNATURE FORM"

ATTACHMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP
SYSTEM PARTNERS

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 21 day of April, 2000.

Lincoln Action Program

Agency/One Stop Partner

Name: Betty Wood

Title: Exec Dir

ATTACHMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP
SYSTEM PARTNERS

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 25 day of April, 2000.

Lincoln Area Agency on Aging
Agency/One Stop Partner
Name: Debra Schaefer
Title: Administrative

"SIGNATURE FORM"

ATTACHMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP
SYSTEM PARTNERS

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 12 day of May, 2000.

AARP Foundation - Senior Employment Program
Agency/One Stop Partner
Name: Sam Yeh
Title: Project Director

NOTE: This agency no longer delivers SCSEP services in the Greater Lincoln area.

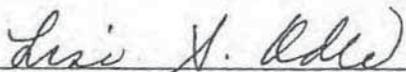
The Greater Lincoln Workforce Investment Board member representing SCSEP is Operation ABLE/ Lincoln Area Agency on Aging.

"SIGNATURE FORM"

**ATTACHMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP
SYSTEM PARTNERS**

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 1st day of March, 2008.



Agency/One Stop Partner Job Corps, Odle Management Group, L.L.C.

Name: Lisa S. Odle
Title: President/CEO

"SIGNATURE FORM"

**ATTACHMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP
SYSTEM PARTNERS**

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 25 day of April, 2011.

Experience Works, Inc.
Agency/One Stop Partner
Name: Richard L. Freeman
Title: State Director

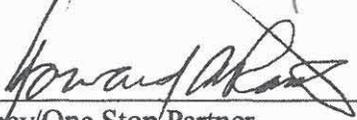
APR 22 2011

"SIGNATURE FORM"

**ATTACHMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
GREATER LINCOLN WORKFORCE INVESTMENT BOARD AND THE ONE STOP
SYSTEM PARTNERS**

AUTHORITY AND SIGNATURE. The individual signing below has the authority to commit the party they represent to the terms of the MOU between the Greater Lincoln Workforce Investment Board and the One Stop System Partners, and do so commit by signing below.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Understanding this 20th day of February, 2014.



Agency/One Stop Partner
Name: Howard A. Raik, President
Title: _____

**ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **CHP International, Inc., Job Corps Contractor**, hereinafter referred to as CHP for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and CHP International, Inc. to define CHP's cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, CHP, agrees to contribute direct partner costs for rent in the following manner:

RENT: CHP will not be co-locating in the American Job Center and, thus will not incur partner costs for physical co-location.

2. The one stop partner, CHP, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system. CHP shall make funds available for the following items:

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet.

3. CHP agrees to contribute to the costs of a Triage Navigator position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska in an equitable manner in the amount of \$360.50 for Year 2014. The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NEworks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act.

A. 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop

Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln, Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/ HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. The approximate percentage of occupied space for NDOL is sixty one percent (61%) and the approximate percentage of occupied space for the City of Lincoln Urban Development Adult, Youth and Dislocated Worker and HUD programs is twenty nine percent (29%).

For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is \$28, 839.31. The one stop partner Nebraska Department of Labor agrees to contribute \$17,591.98 and City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute \$8,363.40 for Year 2014.

CHP is one of the remaining partners who agrees to contribute a portion of the remaining 10% as indicated in subparagraph B below in the amount of \$360.50 for Year 2014. It is agreed between the parties that the \$360.50 will be billed quarterly in the amount of \$90.13 by the City of Lincoln to CHP and paid within 30 days of receipt of the invoice.

B. Other partners 2014. The remaining ten percent (10%) of the cost or \$2,883.93 shall be paid by the remaining partners. The remaining partners who are co-located at the American Job Center complex contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining \$2,883.93 which amounts to \$360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. CHP agrees to cooperate and convene with the LWIB and the City of Lincoln as the One Stop Operator in considering an alternative method to account for equitable cost sharing in years 2015 through 2017. If the alternative method is considered improved and acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost

allocation. If a new method is not formulated, it is agreed by all One Stop Partners and the LWIB that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

4. Responsibility for Funds: Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers', employees' or agents' actions or omissions under or relating to this Agreement.

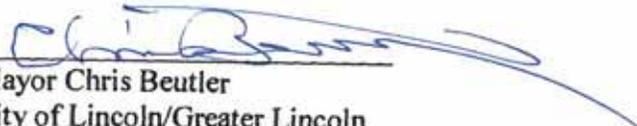
5. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 31, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

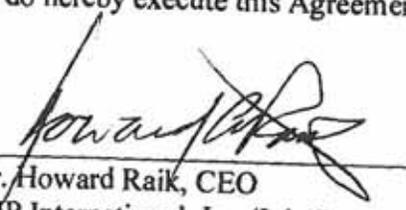
6. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

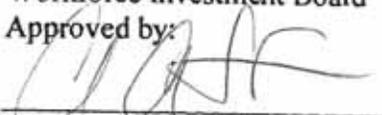
7. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on June 7, 2011 pursuant to E.O. 84120 and said E.O. 84120 is rescinded upon execution of this Agreement.

8. Capacity: The undersigned person representing CHP does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind CHP to this Agreement.

IN WITNESS WHEREOF, CHP and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 26th day of March, 2014.


Mayor Chris Beutler
City of Lincoln/Greater Lincoln


Mr. Howard Raik, CEO
CHP International, Inc./Job Corps
Contractor

Workforce Investment Board
Approved by: 
Carol Swigart, Chair
Greater Lincoln Workforce Investment Board

**ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES**

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner **CHP International, Inc., Job Corps contractor**, hereinafter referred to as CHP for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and CHP to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, CHP, agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Determine eligibility for the Job Corps program
- b. Outreach and Orientation to the services available at the American Job Center.
- c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs.
- d. Job Search and Placement Assistance.
- e. Follow-up Services.

2. Delivery of Core Services

Service: a. Determine eligibility for the Job Corps Program

Method of delivery: Initial determination of referral for eligibility is made by the Triage Navigator. With the client's approval, those clients will be referred to CHP with a phone number or the client will be provided with the address of CHP.

Where the service will be provided: Initial determinations of referral for eligibility will be provided in person by the Triage Navigator and services will be made available by computer at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Method of referral: Applicants for the Job Corps program will be referred by the Triage Navigator to CHP.

Service: b. Outreach and Orientation to the services available at the American Job Center

Method of Delivery:

Informational Outreach: CHP will provide information online through computer access in the resource room or marketing materials, brochures and information regarding CHP services to be dispersed to all partners, tenants of the American Job Center and eligible youth where appropriate and will be listed on any printed materials regarding services available at the American Job Center. CHP will provide information describing the one stop system and the partner programs. CHP agrees to distribute customer surveys as directed by the LWIB Board.

Orientation: The Triage Navigator and the One Stop Operator staff will be available to do orientations for the respective CHP customers regarding the services available at the American Job Center.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs

Method of delivery: An initial assessment will be conducted by an electronic computer assessment to make an initial determination of the customer's skill and needs. The Triage Navigator and City of Lincoln and other resource room staff will direct the clients to the computer for their use.

Where the services will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska. Individuals referred by the Triage Navigator or referred from CHP are directed to computers available in the resource room which provides access to assessment tools. These assessment tools which can be found on NEworks on the career search page include but are not limited to, career tips, career explorer, career informer and job explorer.

Service: d. Job Search and Placement Assistance

Method of Delivery: The Triage Navigator will direct customers to self service job search opportunities, and placement assistance located in the resource room through access to computers.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: e. Follow-up Services

Method of Delivery: CHP placement specialists are required to do intensive follow up with their students. Students are tracked while they are working and are offered supportive service assistance. CHP will also provide basic placement standards.

Where the service will be provided: The CHP main office or at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska .

3. Method of Referral: Neworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

a. CHP is held to the provisions of the Privacy Act. If an initial referral is made to CHP and CHP wants to make a subsequent referral for the enrolled client to another partner to serve the client's needs, CHP will make relevant client information available through the intake system with permission from the involved client.

4. Funding Source/Costs: The CHP costs of providing the above referenced services through the American Job Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by the partner.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

6. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on September 30, 2017.

7. Termination: Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. Mutual Hold Harmless: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury,

sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.

9. Independent Contractor: CHP shall perform their core services under this Agreement as an independent contractor. CHP has sole and exclusive charge and control of the manner and means of performance. CHP, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that CHP is not an employee of the Greater Lincoln Workforce Investment Board or the City of Lincoln and is not entitled to any City employee benefits.

10. One Stop Management Council: CHP, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. One Stop Center Management: CHP, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment B executed on June 7, 2011 pursuant to E.O. 84120 and said E.O. 84120 is rescinded upon execution of this Agreement.

13. Capacity: The undersigned person representing CHP does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind CHP to this agreement.

IN WITNESS WHEREOF, CHP and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 26th day of March, 2014.



Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board



Mr. Howard Raik, CEO
CHP International, Inc./Job Corps
contractor

Approved by:



Carol Swigart, Chair
Greater Lincoln Workforce Investment Board

**ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the Memorandum of Understanding (MOU) is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Client Assistance Program**, which hereinafter may be referred to as CAP, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Client Assistance Program to delineate CAP's cost allocation and resource sharing agreements, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, CAP, agrees to contribute direct partner costs for rent in the following manner:

CAP will not be co-locating in the American Job Center and, thus, will not incur direct partner costs for physical collocation.

2. The one stop partner, CAP, is an information and advocacy assistance program, and agrees to contribute an equal share of system costs, among all WIA partners, for the following items:

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet. CAP agrees to pay the billing within 30 days receipt from the invoice.

3. Responsibility for Funds: Each One Stop Partners is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers', employees' or agents' actions or omissions under or relating to this Agreement.

4. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on September 30, 2017.

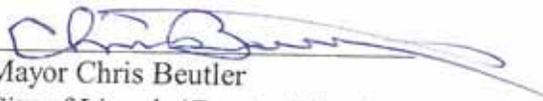
5. Amendments: The parties realize that modification may be necessary during the period of

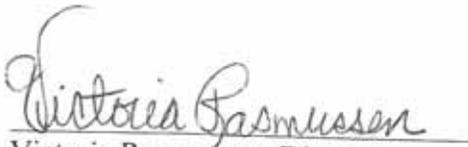
this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

6. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on April 5, 2011 pursuant to E.O. 83938 and said E.O. 83938 is rescinded upon execution of this Agreement.

7. Capacity: The undersigned person representing Client Assistance Program does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Client Assistance Program to this Agreement.

IN WITNESS WHEREOF, Client Assistance Program and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 17th day of March, 2014.


Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board


Victoria Rasmussen, Director
Client Assistance Program

Approved by:


Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES**

This attachment, representing Attachment B to the Memorandum of Understanding (MOU), is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner **Client Assistance Program**, which hereinafter may be referred to as CAP, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Client Assistance Program to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, CAP, agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Providing information, referral and advocacy services to individuals who are applying for or receive services under the Rehabilitation Act. This includes information regarding services and benefits available under Vocational Rehabilitation and the NE Commission for the Blind and Visually Impaired. CAP does not provide employment and training services but, rather, provides advocacy and information services.

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partner CAP in the following manner:

Service: a. Providing information, referral and advocacy services to individuals who are applying for or receive services under the Rehabilitation Act.

Method of delivery: Providing brochures and informational material regarding CAP services and disability issues, including brochures providing the hotline number for CAP.

Where the service will be provided: Brochures and informational materials will be provided by CAP at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Method of referral: CAP clients may find the brochures at the American Job Center.

- 3. Method of Referral:** NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.
- 4. Costs:** CAP costs of providing the above referenced services through the American Job Center, including without limitation all of its brochures, information material and supply shall be borne by the partner.
- 5. Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.
- 6. Term:** This Agreement shall be in effect for the period beginning January 1, 2014 through September 30, 2017.
- 7. Termination:** Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB, and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.
- 8. Mutual Hold Harmless:** Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.
- 9. Independent Contractor:** Client Assistance Program shall perform their core services under this Agreement as an independent contractor. CAP has sole and exclusive charge and control of the manner and means of performance. CAP, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that CAP is not an employee of the Greater Lincoln

Workforce Investment Board or the City of Lincoln and is not entitled to any City employee benefits.

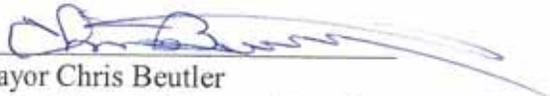
10. One Stop Management Council: CAP, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. One Stop Center Management: CAP, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment B executed on April 5, 2011 pursuant to E.O. 83938 and said E.O. 83938 is rescinded upon execution of this Agreement.

13. Capacity: The undersigned person representing CAP does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind CAP to this agreement.

IN WITNESS WHEREOF, CAP and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 17 day of March, 2014.



Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board



Victoria Rasmussen, Director
Client Assistance Program

Approved by:



Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Community Action Partnership of Lancaster & Saunders Counties**, which hereinafter may be referred to as CA, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Community Action Partnership to delineate CA's cost allocation and resource sharing agreements, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, Community Action Partnership of Lancaster & Saunders Counties, agrees to contribute direct partner costs for rent in the following manner:

RENT: CA will not be co-locating in the American Job Center and, thus will not incur partner costs for physical co-location.

2. The one stop partner, CA, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system for the following items. CA shall make funds available for the following items:

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet

3. CA agrees to contribute to the costs of a Triage Navigator position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska in an equitable manner in the amount of \$360.50 for Year 2014. The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NEworks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act.

A. 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln, Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. The approximate percentage of occupied space for NDOL is sixty one percent (61%) and the approximate percentage of occupied space for the City of Lincoln Urban Development Adult, Youth and Dislocated Worker and HUD programs is twenty nine percent (29%).

For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is \$28, 839.31. The one stop partner Nebraska Department of Labor agrees to contribute \$17,591.98 and City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute \$8,363.40 for Year 2014.

CA is one of the remaining partners who agrees to contribute a portion of the remaining 10% as indicated in subparagraph B below in the amount of \$360.50 for Year 2014. It is agreed between the parties that the \$360.50 will be billed quarterly in the amount of \$90.13 by the City of Lincoln to CAP and paid within 30 days of receipt of the invoice.

B. Other partners 2014. The remaining ten percent (10%) of the cost or \$2,883.93 shall be paid by the remaining partners. The remaining partners who are co-located at the American Job Center complex contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining \$2,883.93 which amounts to \$360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. CA agrees to cooperate and convene with the LWIB and the City of Lincoln as the One Stop Operator in considering an alternative method to account for equitable cost sharing

in years 2015 through 2017. If the alternative method is considered improved and acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost allocation. If a new method is not formulated, it is agreed by all One Stop Partners and the LWIB that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

4. Responsibility for Funds: Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers', employees' or agents' actions or omissions under or relating to this Agreement.

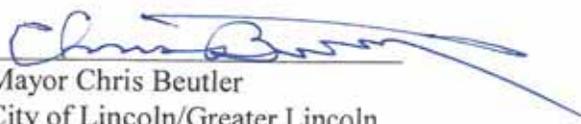
5. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 31, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

6. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

7. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on April 18, 2011 pursuant to E.O. 83976 and said E.O. 83976 is rescinded upon execution of this Agreement.

8. Capacity: the undersigned person representing CA does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind CA to this Agreement.

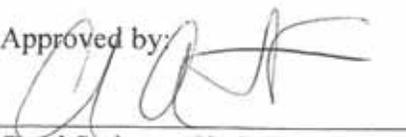
IN WITNESS WHEREOF, CA and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 24th day of March, 2014.



Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board



Vi See, Executive Director
Community Action Partnership of
Lancaster & Saunders Counties

Approved by:


Carol Swigart, Chair
Greater Lincoln Workforce Investment Board

**ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES**

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner **Community Action Partnership of Lancaster and Saunders Counties**, which hereinafter may be referred to as Community Action, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Community Action Partnership of Lancaster and Saunders Counties to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, Community Action, agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Determine eligibility for assistance within Community Action services and programs.
- b. Outreach and Orientation to the services available at the American Job Center.

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partner CA in the following manner:

Service: a. Determine eligibility for services available at Community Action.

Method of delivery: Initial determination of referral for eligibility is made by the Triage Navigator. With the client's approval, those clients will be referred to Community Action with a phone number or the client will be provided with the address of Community Action's main office at 210 O Street, Lincoln, NE or address as provided by Community Action.

Where the service will be provided: Initial determinations of referral for eligibility will be provided in person by the Triage Navigator and services will be made available by computer at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Method of referral: Applicants for Community Action programs will be referred by the Triage Navigator to Community Action.

Service: b. Outreach and Orientation to the services available at the American Job Center

Method of Delivery:

Outreach: Community Action will provide information online through computer access in the resource room or provide marketing materials, brochures and information regarding services to be dispersed to all partners, tenants of the American Job Center and clients where appropriate and will participate and be listed on any materials regarding services available at the American Job Center. Community Action will provide information describing the one stop system and the partner programs. Community Action agrees to distribute customer surveys as directed by the LWIB Board.

Orientation: The Triage Navigator and the One Stop Operator staff will be available to do orientations for the respective above customers regarding the respective services available at the American Job Center.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

- 3. Method of Referral:** NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.
- 4. Funding Source/Costs:** Community Action costs of providing the above referenced services through the American Job Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by the partner.
- 5. Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.
- 6. Term:** This Agreement shall be in effect for the period beginning January 1, 2014 and ending on September 30, 2017.
- 7. Termination:** Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.
- 8. Mutual Hold Harmless:** Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be

responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.

9. Independent Contractor: Community Action shall perform their core services under this Agreement as an independent contractor. Community Action has sole and exclusive charge and control of the manner and means of performance. Community Action, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Community Action is not an employee of the Greater Lincoln Workforce Investment Board or the City of Lincoln and is not entitled to any City employee benefits.

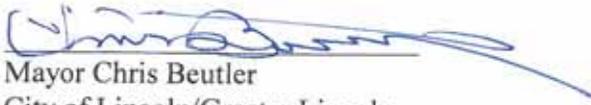
10. One Stop Management Council: Community Action, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. One Stop Center Management: Community Action, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment B executed on April 18, 2011 pursuant to E.O. 83976 and said E.O. 83976 is rescinded upon execution of this Agreement.

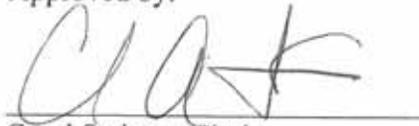
12. Capacity: The undersigned person representing Community Action does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind Community Action to this agreement.

IN WITNESS WHEREOF, Community Action and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 24th day of March, 2014.


Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board


Vi See, Executive Director
Community Action Partnership of
Lancaster & Saunders Counties

Approved by:


Carol Swigart, Chair
Greater Lincoln Workforce Investment Board

**ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Experience Works**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Experience Works to define Experience Works' cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, Experience Works, agrees to contribute direct partner costs for rent in the following manner:

Experience Works will be located at the American Job Center. The specific costs and terms for rent are represented in a separate sublease agreement with the City of Lincoln's Urban Development Department as the One Stop Operator.

2. The one stop partner, Experience Works, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system. Experience Works shall make funds available for the following items:

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet. Experience Works agrees to pay the billing within 30 days receipt from the invoice.

3. Experience Works contributes in kind services to the cost of a Triage Navigator Position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska. The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NEworks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act. Experience Works contributes rent to the shared space at the American Job

Center and provides in kind services and those services and costs are recognized for 2014 as their equitable contribution as indicated in subparagraph B.

A. 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln, Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. The approximate percentage of occupied space is: sixty one percent (61%) for the Nebraska Department of Labor, twenty nine percent (29%) for the City of Lincoln Urban Development Adult, Youth and Dislocated Worker programs/HUD and ten percent (10%) for the remaining One Stop partners.

For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is \$28,839.31. The Nebraska Department of Labor agrees to contribute \$17,591.98 and the City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker programs and HUD employment programs has agreed to contribute \$8,363.40 for Year 2014.

B. Other partners 2014. The remaining ten percent (10%) of the cost or \$2,883.93 shall be paid by eight one stop partners. The remaining one stop partners who are co-located at the American Job Center complex, which includes Experience Works, contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining \$2,883.93 which amounts to \$360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. Experience Works agrees to cooperate and convene with the LWIB, the City of Lincoln as the One Stop Operator and other One Stop partners in considering an alternative method to account for equitable cost sharing in years 2015 through 2017. If the alternative method is considered improved and acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost allocation. If a new method is not formulated, it is agreed by

all One Stop Partners and the LWIB that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

3. Responsibility for Funds: Each One Stop Partner is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers, employees or agents actions or omissions under or relating to this Agreement.

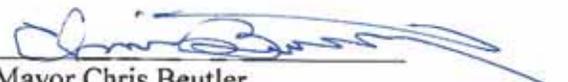
4. Term: This Agreement shall be in effect for the period beginning July 1, 2014 and ending on December 31, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

6. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on May 10, 2011 pursuant to E.O. 84028 and said E.O. 84028 is rescinded upon execution of this Agreement.

7. Capacity: The undersigned person representing Experience Works does hereby agree and represent that he or she is legally capable to sign Experience Works to this Agreement.

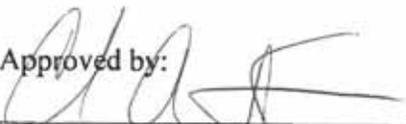
IN WITNESS WHEREOF, Experience Works and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 24th day of March, 2014.



Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board



Ann Rouch
Nebraska State Program Manager
Experience Works, A grantee funded
By the Department of Labor Senior
Community Service Employment
Program (SCSEP)

Approved by: 

Carol Swigart, Chair
Greater Lincoln Workforce Investment Board

**ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES**

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner **Experience Works**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Experience Works to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, Experience Works, agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Determine eligibility for senior community service employment activities under title V of the Older Americans Act.
- b. Informational Outreach and Orientation to the services available at the American Job Center.
- c. Initial verbal assessment of skill levels, aptitudes, abilities and supportive service needs.
- d. Job search, placement assistance, career counseling and job referral.
- e. Provision of accurate information relating to the availability of supportive services.

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partner, Experience Works, in the following manner:

Service: a. Determine eligibility for senior community service employment activities under title V of the Older Americans Act.

Method of delivery: Experience Works staff will be located at the American Job Center to determine eligibility.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205,

Lincoln, Nebraska.

Method of referral: The Triage Navigator will direct applicants to the Title V representative at the American Job Center to determine if the customer may be eligible for such program.

Service: b. Outreach and Orientation to the services available at the American Job Center

Method of Delivery:

Informational Outreach: Experience Works will provide information available online through computer access in the resource room or provide marketing materials, brochures and information regarding Experience Works' services to be dispersed to all partners, tenants of the American Job Center and eligible clients where appropriate and will be listed on any printed materials regarding services available at the American Job Center. Experience Works will provide information describing the one stop system and the partner programs. Experience Works agrees to distribute customer surveys as directed by the LWIB Board.

Orientation: Experience Works staff will be available to do orientations for Experience Works applicants regarding services available at the American Job Center. If EW staff is not there, the Triage Navigator and the One Stop Operator staff will be available to do orientations for the respective above customers regarding the respective services available at the American Job Center

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs

Method of Delivery: Initial verbal assessments are conducted on pre-enrolled Title V customers. Assessment will be provided by Experience Works staff.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: d. Job search, placement assistance, career counseling and job referral

Method of Delivery: Experience Works staff will provide information on job listings, assist customers in the American Job Center resource room, and provide interview counseling and job referrals.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: e. Provision of accurate information relating to the availability of supportive services

Method of Delivery: Experience Works staff will provide information on supportive aging services. If EW staff is not available, the Triage Navigator will direct clients to information on supportive services in the local area as provided by the One Stop Partners and will utilize a directory of supportive services provided by the Center for People in Need or other community resources. If a referral for supportive services is made the Triage Navigator will, where appropriate, log the referral in NEworks, print the referral out and give to the client with contact information or send an online verification. In the absence of the Triage Navigator the City of Lincoln staff located at the American Job Center will assist on an as needed basis.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

3. Method of Referral: NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

4. Funding Source/Costs: Experience Works' cost of providing the above referenced services through the American Job Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by Experience Works.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

6. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on September 30, 2017.

7. Termination: Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. Mutual Hold Harmless: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts

or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.

9. Independent Contractor: Experience Works shall perform their core services under this Agreement as an independent contractor. Experience Works has sole and exclusive charge and control of the manner and means of performance. Experience Works, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Experience Works is not an employee of the Greater Lincoln Workforce Investment Board.

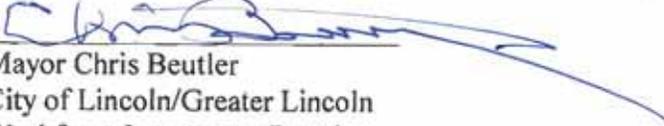
10. One Stop Management Council: Experience Works, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. One Stop Center Management: Experience Works, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

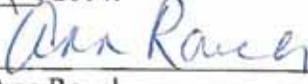
12. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment B executed on May 10, 2011 pursuant to E.O. 84028 and said E.O. 84028 is rescinded upon execution of this Agreement.

13. Capacity: The undersigned person representing Experience Works does hereby agree and represent that he or she is legally capable to sign Experience Works to this agreement.

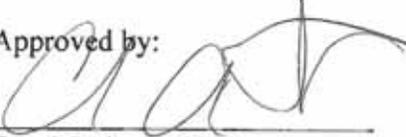
IN WITNESS WHEREOF, Experience Works and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 24th day of March, 2014.



Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board



Ann Rouch
Nebraska State Program Manager
Experience Works, a grantee
Funded by the Department of Labor
Senior Community Service
Employment Program (SCSEP)

Approved by:


Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Indian Center, Inc.**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Indian Center, Inc. to define Indian Center, Inc.'s cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

- 1. The one stop partner, Indian Center, Inc., will not be co-locating at the American Job Center.**
- 2. The one stop partner, Indian Center, Inc., agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system. Indian Center, Inc. shall make funds available for the following items:**

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet.

3. Indian Center, Inc., agrees to contribute to the costs of a Triage Navigator position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska in an equitable manner in the amount of \$360.50 for Year 2014. The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NEworks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act.

A. 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln,

Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. The approximate percentage of occupied space for NDOL is sixty one percent (61%) and the approximate percentage of occupied space for the City of Lincoln Urban Development Adult, Youth and Dislocated Worker and HUD programs is twenty nine percent (29%).

For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is \$28, 839.31. The one stop partner Nebraska Department of Labor agrees to contribute \$17,591.98 and City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute \$8,363.40 for Year 2014.

Indian Center, Inc. is one of the remaining partners who agrees to contribute a portion of the remaining 10% as indicated in subparagraph B below in the amount of \$360.50 for Year 2014. It is agreed between the parties that the \$360.50 will be billed quarterly in the amount of \$90.13 by the City of Lincoln to Indian Center, Inc. and paid within 30 days of receipt of the invoice.

B. Other partners 2014. The remaining ten percent (10%) of the cost or \$2,883.93 shall be paid by the remaining partners. The remaining partners who are co-located at the American Job Center complex contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining \$2,883.93 which amounts to \$360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. Indian Center, Inc. agrees to cooperate and convene with the LWIB and the City of Lincoln as the One Stop Operator in considering an alternative method to account for equitable cost sharing in years 2015 through 2017. If the alternative method is considered improved and acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost allocation. If a new method is not formulated, it is agreed by all One Stop Partners and the LWIB that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

4. Responsibility for Funds: Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers, employees or agents actions or omissions under or relating to this Agreement.

5. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 31, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

6. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

7. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on June 7, 2011 pursuant to E.O. 84119 and said E.O. 84119 is rescinded upon execution of this Agreement.

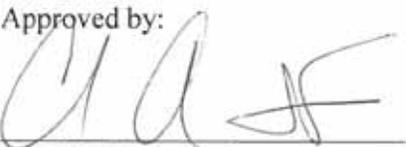
8. Capacity: The undersigned person representing Indian Center, Inc. does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Indian Center, Inc. to this Agreement.

IN WITNESS WHEREOF, Indian Center, Inc. and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the _____ day of _____, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board



Name: Charles Tyndall
Title: Executive Director
Indian Center, Inc.

Approved by:


Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES**

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Indian Center, Inc.**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area.

Whereas, this attachment represents an agreement between the LWIB and Indian Center, Inc. to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written between the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The One stop partner, Indian Center, Inc., agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Determine eligibility for WIA Title I Native American programs
- b. Outreach and Orientation to the services available at the American Job Center Center.
- c. Initial assessment of skill levels, aptitudes, abilities, and supportive needs
- d. Job search and placement assistance, and where appropriate, career counseling
- e. Provision of accurate information relating to the availability of supportive services in the local area and referral to such services, as appropriate.

2. Delivery of Core Services

The core services listed below shall be delivered by the one stop partner, Indian Center, Inc., in the following manner:

Service a: Determine eligibility for WIA Title I Native American programs

Method of delivery: Initial determination of referral for eligibility is made by the Triage Navigator. With the client's approval, those clients will be referred to the Indian Center with a phone number or the client will be provided with the address of the Indian Center's main office at 1100 Military Road, Lincoln, Nebraska.

Where the service will be provided: Initial determinations of referral for eligibility will be

provided in person by the Triage Navigator and services will be made available by computer at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Method of referral: Applicants for the WIA Title I Native American program will be referred by the Triage Navigator to the Indian Center, Inc.

Service b: Outreach and Orientation to the services available at the American Job Center.

Method of delivery:

Outreach: Indian Center, Inc. will provide information online through computer access in the resource room or marketing materials, brochures, and information regarding WIA Title I Native American services to be dispersed to all partners, tenants of the American Job Center, and to all eligible clients as appropriate. Indian Center, Inc. will also be listed on any printed materials regarding services available at the American Job Center. Indian Center, Inc. will provide information describing the one stop system and the partners programs and agrees to distribute customer surveys as directed by the Greater Lincoln WIB Board.

Orientation: The Triage Navigator and the One Stop Operator staff will be available to do orientations for the respective above customers regarding the respective services available at the American Job Center.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service c: Initial assessment of skill levels, aptitudes, abilities, and supportive service needs.

Method of delivery: An initial assessment will be conducted by an electronic computer assessment to make an initial determination of the customer's skill and needs. The Triage Navigator and City of Lincoln and other resource room staff will direct the clients to the computer for their use.

Where the services will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska. Individuals referred by the Triage Navigator or referred from Indian Center, Inc. staff are directed to computers available in the resource room which provides access to assessment tools. These assessment tools which can be found on NEworks on the career search page include but are not limited to, career tips, career explorer, career informer and job explorer.

Service d: Job search and placement assistance, and where appropriate, career counseling.

Method of Delivery: The Triage Navigator will direct customers to self service job search opportunities, placement assistance and career counseling located in the resource room through access to computers.

Where the services will be provided: At the American Job Center, 1111 O Street, Lincoln, Nebraska.

Service e: Provision of information relating to the availability of supportive services available in the local area, and referral to such services as appropriate.

Method of Delivery: The Triage Navigator will direct clients to information on supportive services in the local area as provided by the One Stop Partners and will utilize a directory of supportive services provided by the Center for People in Need or other community resources. If a referral for supportive services is made the Triage Navigator will, where appropriate, log the referral in NEworks, print the referral out and give to the client with contact information or send an online verification. In the absence of the Triage Navigator the City of Lincoln staff located at the American Job Center will assist on an as needed basis.

Where the service will be provided: At the American Job Center, 1111 O Street, Lincoln, Nebraska.

3. **Method of Referral:** NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.
4. **Costs:** The Indian Center, Inc.'s cost of providing the above referenced services through the American Job Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities, and insurance costs shall be borne by the partner.
5. **Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected.
6. **Term:** This Agreement shall be in effect for the period beginning January 1, 2014 and ending on September 30, 2017.
7. **Termination:** Any party may withdraw from or terminate this Agreement by adhering to paragraph 8 of the umbrella MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.
8. **Mutual Hold Harmless:** Each party to this Agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts and omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own

acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any claim for damage whatsoever, including any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employees' or agents' acts, omissions or negligence performed under this Agreement.

9. Independent Contractor: Indian Center, Inc. programs shall perform their core services under this Agreement as an independent contractor. Indian Center, Inc. has sole and exclusive charge and control of the manner and means of performance. Indian Center, Inc. with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Indian Center, Inc. employees are not employees of the City of Lincoln or Greater Lincoln Workforce Investment Board.

10. One Stop Management Council: Indian Center, Inc. as a party to this Agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. One Stop Management: Indian Center, Inc. as a party to this Agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

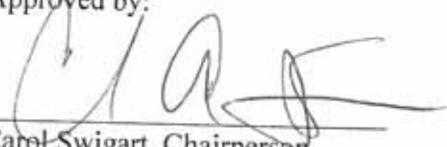
12. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment B executed on June 7, 2011 pursuant to E.O. 84119 and said E.O. 84119 is rescinded upon execution of this Agreement.

13. Capacity: The undersigned person representing Indian Center, Inc. does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Indian Center, Inc. to this Agreement.

IN WITNESS WHEREFORE, Indian Center, Inc. and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the _____ day of _____, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board


Name: Luke Randall
Title: Executive Director
Indian Center, Inc.

Approved by:


Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Nebraska Commission for the Blind and Visually Impaired**, which hereinafter may be referred to as NCB, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and NCB to delineate NCB's cost allocation and resource sharing agreements, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

- 1. The one stop partner, Nebraska Commission for the Blind and Visually Impaired, agrees to contribute direct partner costs for rent in the following manner:**

NCB will not be physically collocating at the One Stop Career Center and does not incur any direct partner costs for rent.

- 2. The one stop partner, NCB, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system for the following items:**

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet

- 3. NCB agrees to contribute to the costs of a Triage Navigator position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska in an equitable manner in the amount of \$360.50 for Year 2014.** The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NEworks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act.

A. 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln, Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. The approximate percentage of occupied space for NDOL is sixty one percent (61%) and the approximate percentage of occupied space for the City of Lincoln Urban Development Adult, Youth and Dislocated Worker and HUD programs is twenty nine percent (29%).

For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is \$28, 839.31. The one stop partner Nebraska Department of Labor agrees to contribute \$17,591.98 and City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute \$8,363.40 for Year 2014.

NCB is one of the remaining partners who agrees to contribute a portion of the remaining 10% as indicated in subparagraph B below in the amount of \$360.50 for Year 2014. It is agreed between the parties that the \$360.50 will be billed quarterly in the amount of \$90.13 by the City of Lincoln to NCB and paid within 30 days of receipt of the invoice.

B. Other partners 2014. The remaining ten percent (10%) of the cost or \$2,883.93 shall be paid by the remaining partners. The remaining partners who are co-located at the American Job Center complex contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining \$2,883.93 which amounts to \$360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. NCB agrees to cooperate and convene with the LWIB and the City of Lincoln as the One Stop Operator in considering an alternative method to account for equitable cost sharing in years 2015 through 2017. If the alternative method is considered improved and

acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost allocation. If a new method is not formulated, it is agreed by all One Stop Partners and the LWIB that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

4. Responsibility for Funds: Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers', employees' or agents' actions or omissions under or relating to this Agreement.

5. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 14, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

6. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

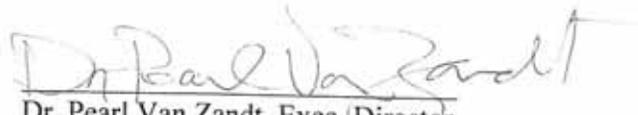
7. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on April 5, 2011 pursuant to E.O. 83937 and said E.O. 83937 is rescinded upon execution of this Agreement.

8. Capacity: the undersigned person representing NCB does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind NCB to this Agreement.

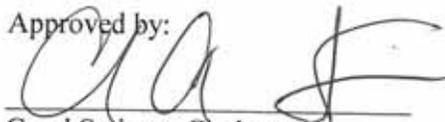
IN WITNESS WHEREOF, NCB and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 14th day of March, 2014.



Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board



Dr. Pearl Van Zandt, Exec. Director
Nebraska Commission for the Blind
and Visually Impaired

Approved by: 

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES**

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner **Nebraska Commission for the Blind and Visually Impaired**, which hereinafter may be referred to as NCB, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Nebraska Commission for the Blind and Visually Impaired to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, Nebraska Commission for the Blind and Visually Impaired, agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Outreach, Orientation and referral to the services available through the American Job Center.
- b. Provide program performance information and program cost information on braille, technology equipment, independent living skills training and other appropriate information
- c. Providing information on the availability of supportive services and referral to those services where appropriate.

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partner, NCB, in the following manner:

Service: a. Outreach, Orientation and referral to the services available at the American Job Center

Informational Outreach: NCB will provide provide information online through computer access in the resource room or marketing materials, brochures and information as appropriate regarding NCB services to be dispersed to all partners, tenants of the American Job Center and eligible clients where appropriate and will participate and be listed on any materials regarding American Job Center Services. NCB will provide information describing the one stop system and the partner programs. NCB will agree to

distribute customer surveys as directed by the LWIB Board.

Orientation: The Triage Navigator and the One Stop Operator staff will be available to do orientations for the respective NCB customers regarding the services available at the American Job Center.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

b. Providing program information and program cost information on NCB services

Method of Delivery: NCB will provide information in written material or available online through computer access in the resource room to their clients on program information and program cost information.

Where the services will be provided: NCB will provide information that will be available at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska through brochures and other marketing material accessible to the blind and visually impaired.

c. Providing information on the availability of supportive services

Method of Delivery: The Triage Navigator will verbally provide clients with information on supportive services in the local area as provided by the One Stop Partners and will utilize a directory of supportive services provided by the Center for People in Need or other community resources. NCB will provide information to blind and visually impaired clients on support services at NCB and in the community accessible to the blind and visually impaired. This information includes a wide spectrum of services including employment services, career counseling, and independent living skills training. If a referral for supportive services is made the Triage Navigator will, where appropriate, log the referral in NEworks, print the referral out and provide the client with contact information or send an online verification. In the absence of the Triage Navigator the City of Lincoln staff located at the American Job Center will assist on an as needed basis.

Where the service will be provided: Information will be available at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska accessible to the blind and visually impaired.

3. Method of Referral: NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

4. Funding Source/Costs: NCB's costs of providing the above referenced services through the American Job Center, including without limitation all of its marketing

material, personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by the partner.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

6. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on September 30, 2017.

7. Termination: Any party may withdraw from or terminate this Agreement by adhering to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB. and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. Mutual Hold Harmless: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.

9. Independent Contractor: NCB shall perform their core services under this Agreement as an independent contractor. NCB has sole and exclusive charge and control of the manner and means of performance. NCB, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that NCB is not an employee of the Greater Lincoln Workforce Investment Board or the City of Lincoln and is not entitled to any City employee benefits.

10. One Stop Management Council: NCB, as a party to this agreement, agrees to

participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. One Stop Center Management: NCB, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on April 5, 2011 pursuant to E.O. 83937 and said E.O. 83937 is rescinded upon execution of this Agreement.

13. Capacity: The undersigned person representing NCB does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind NCB to this agreement.

IN WITNESS WHEREOF, NCB and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 14th day of March, 2014.

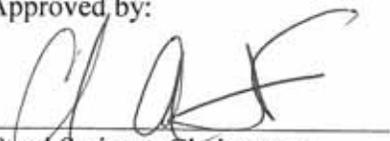


Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board



Dr. Pearl Van Zandt, Exec. Director
Nebraska Commission for the Blind
and Visually Impaired

Approved by:



Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partners, **Nebraska Department of Labor's Employment Services/Wagner Peysner, Disabled Veterans Outreach Program, Veterans Employment Program, Trade Adjustment Assistance Program, and Unemployment Insurance** which hereinafter may be referred to respectively as **ES, DVOP, VE, TAA and UI** for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and ES, DVOP, VE, TAA and UI to delineate their respective cost allocation and resource sharing agreements, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

- 1. The one stop partners, (ES, DVOP, VE, TAA and UI), as separately funded entities, agree that each shall contribute an equal share of system costs, among all WIA partners, for the one stop delivery system for the following items:**

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet.

- 2. The one stop partners, (ES, DVOP, VE, TAA and UI), as separately funded entities, are coordinated under the Nebraska Department of Labor. The Nebraska Department of Labor, on behalf of the one stop partners above, agrees to contribute to the costs of a Triage Navigator position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska in an equitable manner.** The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NEworks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act.

A. NDOL 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center

complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln, Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is \$28, 839.31. The Nebraska Department of Labor, on behalf of (ES, DVOP, VE, TAA and UI) agrees to contribute sixty one percent (61%) of the annual cost which equals \$17,591.98 to be billed quarterly by the City of Lincoln in the amount of \$4,398.00 to the Nebraska Department of Labor. Said quarterly amount shall be paid by NDOL within 30 days of receipt of the quarterly billing.

B. Other partners 2014. The one stop partner City of Lincoln/Title I WIA/HUD partner has agreed to contribute twenty nine percent (29%) of the cost or \$8,363.40 for Year 2014. The remaining ten percent (10%) of the cost or \$2,883.93 shall be paid by the remaining partners. The partners who are co-located at the American Job Center complex contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining \$2,883.93 which amounts to \$360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. NDOL agrees to cooperate and convene with the LWIB and the City of Lincoln as the One Stop Operator in considering an alternative method to account for equitable cost sharing in years 2015 through 2017. If the alternative method is considered improved and acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost allocation. If a new method is not formulated, it is agreed by all One Stop Partners and the LWIB that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

3. Responsibility for Funds: Each One Stop Partner is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its' or its officers', employees' or agents' actions or omissions under or relating to this Agreement.

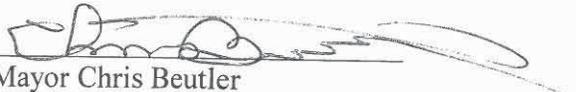
4. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 31, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

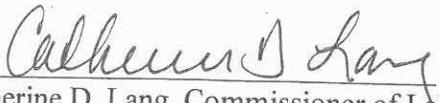
5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

6. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on April 22, 2011 pursuant to E.O. 83982 and said E.O. 83982 is rescinded upon execution of this Agreement.

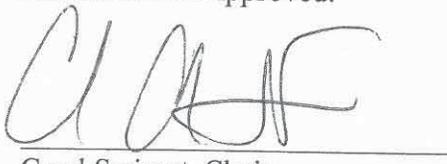
7. Capacity: The undersigned person representing ES, DVOP, VE, TAA and UI does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind ES, DVOP, VE, TAA and UI to this Agreement.

IN WITNESS WHEREOF, ES, DVOP, VE, TAA and UI and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 12th day of March, 2014.

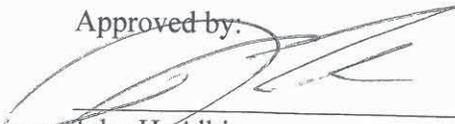

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Investment Board

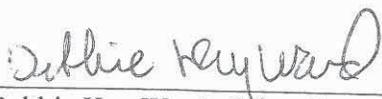

Catherine D. Lang, Commissioner of Labor
Employment Services, Disabled Workforce
Veterans Outreach Program, Veterans
Employment, TAA, and Unemployment
Insurance

Reviewed and Approved:


Carol Swigart, Chair
Greater Lincoln Workforce Investment Board

Approved by:


John H. Albin
Agency Legal Counsel


Debbie Kay Ward, Controller


Joan Modrell, E&T Director


Ron Joyce, UI Benefits
Administrator

**ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES**

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Nebraska Department of Labor's Employment Services/Wagner Peyser, Disabled Veterans Outreach Program, Veterans Employment Program, Trade Adjustment Assistance Programs and Unemployment Insurance Program** which hereinafter may be respectively referred to as **ES, DVOP, VE, TAA and UI** for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and ES, DVOP, VE, TAA and UI to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner UI agrees to contribute to the delivery of the core service listed under subparagraph a.

The one stop partner, ES, DVOP, VE, and TAA each agree to contribute to the delivery of the following core services in the local one stop system as designated in subparagraphs a-g.

- a. Determine whether individuals are eligible to receive assistance under the respective programs of Wagner-Peyser, Disabled Veterans, Veterans Employment, TAA and UI. For UI, UI agrees to also provide information for filing claims for unemployment compensation. The unemployed person that does not have a recall date to their last employer and is not a member of a union with a hiring hall is expected to be registered for work with the Wagner Peyser service provider.
- b. Outreach and Orientation to the services available at the American Job Center.
- c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs.
- d. Provide job search and placement assistance, customer testing and, where appropriate, career counseling.

- e. Provide employment statistics information and labor information relating to local, regional and national labor market areas including job vacancy listings, job skills necessary to obtain the listed jobs, and information related to local occupations in demand and the earnings and skill requirements for such occupations.
- f. Providing information on the availability of supportive services.
- g. Employer services including writing and posting job orders, matching qualified job seekers to job openings and providing interviewing space is a core service only of Employment Services/Wagner Peyser.

2. Delivery of Core Services

UI: The core services listed above in subparagraph a for UI shall be delivered by the one stop partner, UI, in the following manner:

Service: a. Determine whether individuals are eligible to receive Unemployment Compensation assistance and provide information for filing claims for unemployment compensation.

Method of delivery: Actual application for UI can be made via a telephone call or on-line from a computer at the American Job Center location, 1111 O Street, Suite 205, Lincoln, Nebraska. UI will provide a telephone and 2 computers at the American Job Center designated for the particular use of filing for UI/TAA. UI has a sublease with the City of Lincoln to rent office space. One UI staffperson is available to assist in the process of filing on-line UI claims. The use of the telephone is limited to UI/TAA activity only. UI will also provide written information explaining rights and responsibilities of the unemployed worker as well as the eligibility requirements for UI. During periods of high unemployment traffic the LWIB reserves the right to request on site UI staff be made available to assist in the process of filing on-line UI claims.

Where the service will be provided: Telephone and two computers and written information will be provided by UI at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Method of referral: The Triage Navigator and American Job Center staff will direct UI applicants to the designated UI telephone at the American Job Center and to the computers in the resource room for UI application and will provide booklet guides or written information to UI claimants as provided by UI.

Service: a. The unemployed person that does not have a recall date to their last employer and is not a member of a union with a hiring hall is expected to be registered for work with the Wagner Peyser service provider.

Method of Delivery: If, during the telephone application interview, UI determines that an unemployed person described above must register for work, UI will communicate that

requirement to said person.

Where the service will be provided: From the telephone provided at the American Job Center.

The core services listed above in subparagraphs a-g shall be delivered by the one stop partners Employment Services/Wagner-Peyser, DVOP, VE and TAA in the following manner:

ES, DVOP, VE and TAA: The core services listed above in subparagraph a-g for ES, DVOP, VE and TAA shall be delivered by the One Stop Partners in the following manner:

Service: a. Determine whether individuals are eligible to receive assistance under ES, DVOP, VE and TAA.

Method of delivery:

- a. For ES: The Triage Navigator will direct individuals seeking assistance under these programs to the computers in the resource room which will allow them computer access to register with NEworks. NEworks, by computer application, will allow a person who is registered to access services under the ES program. If staff assisted services are requested the person will be referred to ES staff in Suite 222.
- b. For DVOP and VE initial determination of referral for eligibility is made by the Triage Navigator. With the client's approval, those clients will be referred to the DVOP/VE staff in Suite 222 for eligibility determination and requested services.
- c. For TAA clients, initial determination of referral for eligibility is made by the Triage Navigator. With the client's approval, those clients will be referred to TAA authorized staff as appropriate located at the American Job Center.

Where the service will be provided: ES, DVOP, VE and TAA services will be made available by computers at the American Job Center, 1111 O Street, Suite 205 or Suite 222 as appropriate, Lincoln, Nebraska.

Method of referral: For the ES program, the Triage Navigator at the American Job Center in Suite 205 will direct individuals seeking assistance under ES to NEworks for electronic self services to computers available for access in the resource room. For the DVOP, VE and TAA programs, the Triage Navigator will interview the customer and make the initial eligibility referral to appropriate staff either in Suite 205 or Suite 222 for determination as to whether the customer is eligible for assistance under DVOP, VE or TAA.

Service: b. Outreach and Orientation to the services available at the American Job Center

Method of Delivery:

Informational Outreach: ES, DVOP, VE and TAA will provide information through NEworks or materials provided by said one stop partners regarding employment services, disabled veterans, veterans employment and Trade Adjustment Assistance Programs to be dispersed to all partners, including partners located at the American Job Center and to eligible clients where appropriate. ES, DVOP, VE and TAA will provide information describing the one stop system and the partner programs and agree to distribute customer surveys as directed by the LWIB.

Orientation: The Triage Navigator and the One Stop Operator staff will be available to do orientations for the respective above customers regarding the respective services available at the American Job Center.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs.

Method of Delivery: An initial assessment will be conducted by an electronic computer assessment to make an initial determination of the customer's skill and needs. The Triage Navigator and City of Lincoln/One Stop Operator and other resource room staff will direct the clients to the computer for their use.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska. Individuals referred by the Triage Navigator or referred from ES staff are directed to computers available in the resource room which provides access to assessment tools. These assessment tools which can be found on NEworks on the career search page include but are not limited to, career tips, career explorer, career informer and job market explorer.

Service: d. Provide job search and placement assistance and, where appropriate, career counseling.

Method of Delivery: The Triage Navigator will direct clients to self service job search opportunities, placement assistance and career counseling located in the resource room through access to computers.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: e. Provide employment statistics information and labor information relating to local, regional and national labor market areas, including job vacancy listings, job skills necessary to obtain the listed jobs, and information related to local occupations in demand and the earnings and skill requirements for such

occupations.

Method of Delivery: The Triage Navigator will direct clients to computers in the resource room that will have the above information available for electronic access. If the client is seeking interpretation of the information a referral will be made to NDOL in Suite 222.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: f. Providing information on the availability of supportive services.

Method of Delivery: The Triage Navigator will direct clients to information on supportive services in the local area as provided by the One Stop Partners and will utilize a directory of supportive services provided by the Center for People in Need or other community resources. If a referral for supportive services is made the Triage Navigator will, where appropriate, log the referral in NEworks, print the referral out and give to the client with contact information or send an online verification. In the absence of the Triage Navigator the City of Lincoln staff located at the American Job Center will assist on an as needed basis.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: g. Providing employer services including writing and posting job orders, matching qualified job seekers to job openings and providing interviewing space.

Method of Delivery: ES staff will provide employer services to employers in the Greater Lincoln service delivery area and in the American Job Center, Suite 205 and Suite 222, 1111 O Street, Lincoln, Nebraska.

Where the service will be provided: Suites 222 and 205, American Job Center, 1111 O Street, Lincoln, Nebraska and on-site with employers.

3. Method of Referral: NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

4. Funding Source/Costs: ES, DVOP, VE, TAA and UI costs of providing the above referenced services through the American Job Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by the partner.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

6. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 31, 2014. This agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

7. Termination: Any party may withdraw from or terminate this Agreement by adhering to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. Mutual Hold Harmless: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.

9. Independent Contractor: ES, DVOP, VE, TAA and UI shall perform their core services under this Agreement as an independent contractor. ES, DVOP, VE, TAA and UI have sole and exclusive charge and control of the manner and means of performance. ES, DVOP, VE, TAA and UI with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that ES, DVOP, VE, TAA and UI are not employees of the Greater Lincoln Workforce Investment Board or the City of Lincoln and are not entitled to any City employee benefits.

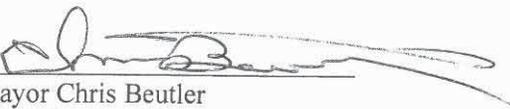
10. One Stop Management Council: ES, DVOP, VE, TAA and UI as parties to this agreement, agree to participate in the operation of the American Job Center Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. One Stop Center Management: ES, DVOP, VE, TAA and UI, as parties to this agreement, agree to comply with the policies, procedures, and directives of the American Job Center Management Council insofar as they don't violate state and federal regulations applicable to ES, DVOP, VE, TAA and UI programs or Nebraska Department of Labor policies.

12. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment B executed on April 22, 2011 pursuant to E.O. 83982 and said E.O. 83982 is rescinded upon execution of this Agreement.

13. Capacity: The undersigned person representing ES, DVOP, VE, TAA and UI hereby agrees and represents that he or she is legally capable to sign this agreement and to lawfully bind ES, DVOP, VE, TAA and UI to this agreement.

IN WITNESS WHEREOF, Employment Services, DVOP, VE, TAA and UI under the Nebraska Department of Labor and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 12th day of March, 2014.


Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Investment Board

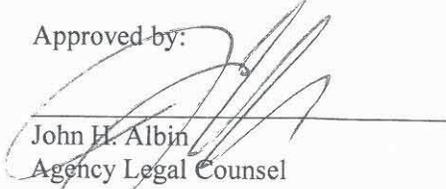

Nebraska Department of Labor
Employment Services, Disabled Workforce
Veterans Outreach Program,
Veterans Employment, TAA and
Unemployment Insurance

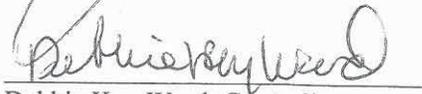
Catherine D. Lang,
Commissioner of Labor

Reviewed and Approved:

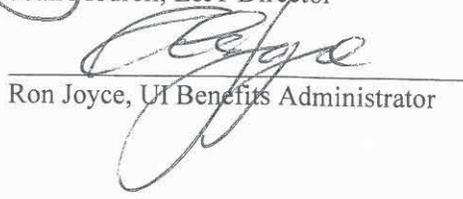

Carol Swigart, Chair
Greater Lincoln Workforce Investment Board

Approved by:


John H. Albin
Agency Legal Counsel


Debbie Kay Ward, Controller


Joan Modrell, E&T Director


Ron Joyce, UI Benefits Administrator

**ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Workforce Investment Board, hereinafter referred to as LWIB, and the One Stop Partner Nebraska Department of Health and Human Services for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area.

Whereas this attachment represents an agreement between LWIB and Nebraska Department of Health and Human Services regarding their cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The One Stop Partner Nebraska Department of Health and Human Services agrees to contribute direct partner costs for rent in the following manner:

RENT: Nebraska Department of Health and Human Services will not be co-locating in the One Stop Career Center and, thus will not incur partner costs for physical co-location. The Nebraska Department of Health and Human Services is considered part of the One Stop Center Complex because they are located in Gold's Galleria.

2. The One Stop Partner Nebraska Department of Health and Human Services agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system. Nebraska Department of Health and Human Services shall make funds available for the following items:

COST: All system costs are to be shared equally as indicated below. When a cost is billed to each one stop partner by the City of Lincoln, an itemized billing statement of actual costs shall be provided on a quarterly basis and the one stop partner shall pay for items within 30 days of receipt of the request for payment.

BOARD MEETINGS: There are 13 One Stop partners identified in the umbrella MOU serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment to be made to the City of Lincoln on a quarterly basis. Board operation costs include costs for board meetings, committee meetings, materials, postage, phone, copying and printing.

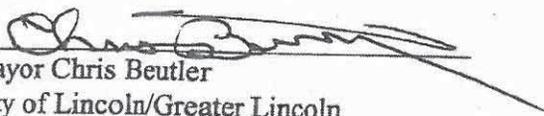
3. Responsibility for Funds: Each party is liable for and shall agree to assume all risk for any misuse of funds caused by or resulting from its or its officers', employees' or agents' actions or omissions under or relating to this Agreement.

4. **Term:** This Agreement shall be in effect for the period beginning July 1, 2011 and ending on June 30, 2015.

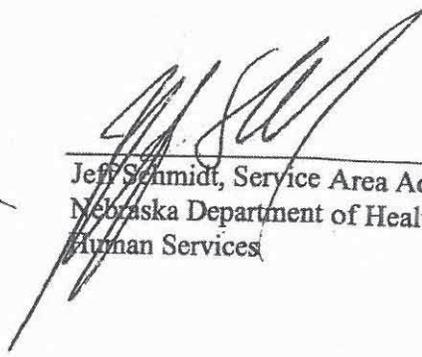
5. **Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this agreement is held invalid, the remainder of this Agreement shall not be affected.

6. **Capacity:** The undersigned person representing Nebraska Department of Health and Human Services does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Nebraska Department of Health and Human Services to this Agreement.

IN WITNESS WHEREOF, Nebraska Department of Health and Human Services and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 18th day of April, 2011.

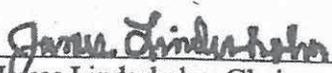


Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board



Jeff Schmidt, Service Area Administrator
Nebraska Department of Health and
Human Services

Approved By:



James Linderholm, Chair
Greater Lincoln Workforce Investment Board

**ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES**

This attachment representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB, and the One Stop Partner **Nebraska Department of Health and Human Services**, hereinafter referred to as HHS, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area.

Whereas, this attachment represents an agreement between the LWIB and Nebraska Department of Health and Human Services regarding Health and Human Service's cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

- 1. Core Services:** The One Stop Partner Nebraska Department of Health and Human Services agrees to contribute to the delivery of the following core services in the local one stop system:
 - a Outreach and Orientation to the services available through the one stop system.
 - b Provision of information relating to the availability of supportive services available in the local area, and referral to such services, as appropriate.

- 2. Delivery of Core Services:** The core services listed above shall be delivered by the One Stop Partner Nebraska Department of Health and Human Services in the following manner.

Service a: Outreach and Orientation to the services available through the one stop system.

METHOD OF DELIVERY:

Outreach: Nebraska Department of Health and Human Services will provide information regarding Health and Human Services to partners and tenants of the One Stop, and to applicants as appropriate. Health and Human Services will be listed on materials regarding services available at the One Stop.

Orientation: Health and Human Services staff will provide Orientation to HHS customers of the One Stop. Orientations will include services available at the One Stop and services available to Health and Human Services customers.

WHERE THE SERVICE WILL BE PROVIDED: At Health and Human Services offices, 1050 "N" Street, Lincoln, Nebraska and through the HHS call center system or online at www.ACCESSNebraska.ne.gov as appropriate.

Service b: Provision of accurate information relating to the availability of supportive services available in the local area, and referral to such services as appropriate.

METHOD OF DELIVERY: Health and Human Services staff will use a variety of resources to provide accurate information and referral for supportive services. Sources include community resource guides, phone books, and agency websites. HHS Staff will provide this information as appropriate.

WHERE THE SERVICE WILL BE PROVIDED: At the Health and Human Services offices, 1050 "N" Street, Lincoln, Nebraska and through the call center system or online at www.ACCESSNebraska.ne.gov as appropriate.

3. **Method of Referral:** The NWAS referral system is no longer in existence. The system has been replaced by NEworks. NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.
4. **Funding Source/Costs:** The Nebraska Department of Health and Human Services cost of providing the above referenced services through the One Stop center, including without limitation all of its personnel, equipment, software, hardware, supplies, facilities and insurance costs shall be borne by the partner, HHS.
5. **Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected.
6. **Term:** This Agreement shall be in effect for the period beginning July 1, 2011 and ending on June 30, 2015.
7. **Termination:** Any party may withdraw from or terminate this Agreement by adhering to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.
8. **Mutual Hold Harmless:** Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts and omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees or contractors related to this agreement. Liability includes any claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement that result in any claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each

party shall obtain and at all times keep in effect comprehensive liability insurance and property damage insurance covering its and its officers', employees' or agents' acts, omissions or negligence performed under this Agreement.

9. **Independent Contractor:** Nebraska Department of Health and Human Services shall perform their core services under this Agreement as an independent contractor. Nebraska Department of Health and Human Services have sole and exclusive charge and control of the manner and means of performance. Nebraska Department of Health and Human Services, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that the employees of Nebraska Department of Health and Human Services are not employees of the Greater Lincoln Workforce Investment Board.
10. **One Stop Management Council:** Nebraska Department of Health and Human Services, as a party to this Agreement, agrees to participate in the operation of the One Stop Management Council to provide a collaborative approach in assessing the needs and improvements of the delivery system at the One Stop Career Center.
11. **One Stop Management:** Nebraska Department of Health and Human Services, as a party to this Agreement, agrees to comply with the policies, procedures and directives of the One Stop Management Council, barring any conflict with state or federal statutes and/or state programmatic policies.
12. **Capacity:** The undersigned person representing Nebraska Department of Health and Human Services does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Nebraska Department of Health and Human Services to this Agreement.

IN WITNESS WHEREOF, Nebraska Department of Health and Human Services and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board, do hereby execute this agreement as of the 18th day of April, 2011.



Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board



Jeff Schmidt, Service Area Administrator
Nebraska Department of Health and
Human Services

Approved by:



James Linderholm, Chair
Greater Lincoln Workforce Investment Board

**ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner representing Migrant & Seasonal Farmworkers, **Proteus, Inc.** hereinafter referred to as Proteus for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Proteus to define Proteus' cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, Proteus, agrees to contribute direct partner costs for rent in the following manner:

RENT: Proteus will not be co-locating in the American Job Center and, thus will not incur partner costs for physical co-location

2. The one stop partner, Proteus, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system. Proteus shall make funds available for the following items:

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet.

3. Proteus agrees to contribute to the costs of a Triage Navigator position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska in an equitable manner in the amount of \$360.50 for Year 2014. The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NEworks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act.

A. 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln, Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. The approximate percentage of occupied space for NDOL is sixty one percent (61%) and the approximate percentage of occupied space for the City of Lincoln Urban Development Adult, Youth and Dislocated Worker and HUD programs is twenty nine percent (29%).

For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is \$28, 839.31. The one stop partner Nebraska Department of Labor agrees to contribute \$17,591.98 and City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute \$8,363.40 for Year 2014.

Proteus is one of the remaining partners who agrees to contribute a portion of the remaining 10% as indicated in subparagraph B below in the amount of \$360.50 for Year 2014. It is agreed between the parties that the \$360.50 will be billed quarterly in the amount of \$90.13 by the City of Lincoln to Proteus and paid within 30 days of receipt of the invoice.

B. Other partners 2014. The remaining ten percent (10%) of the cost or \$2,883.93 shall be paid by the remaining partners. The remaining partners who are co-located at the American Job Center complex contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining \$2,883.93 which amounts to \$360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. Proteus agrees to cooperate and convene with the LWIB and the City of Lincoln as the One Stop Operator in considering an alternative method to account for equitable

cost sharing in years 2015 through 2017. If the alternative method is considered improved and acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost allocation. If a new method is not formulated, it is agreed by all One Stop Partners and the LWIB that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

4. Responsibility for Funds: Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers, employees or agents actions or omissions under or relating to this Agreement.

5. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 31, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

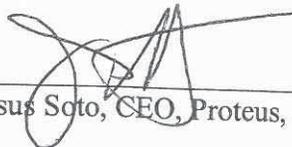
6. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

7. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on December 15, 2011 pursuant to E.O. 84633 and said E.O. 84633 is rescinded upon execution of this Agreement.

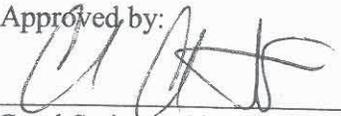
8. Capacity: the undersigned person representing Proteus does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Proteus to this Agreement.

IN WITNESS WHEREOF, Proteus, Inc. and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the _____ day of _____, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board



Jesus Soto, CEO, Proteus, Inc.

Approved by: 

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES**

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as **LWIB** and the One Stop Partner representing Migrant & Seasonal Farmworkers, Proteus, Inc. hereinafter referred to as **Proteus**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Proteus to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, Proteus, agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Determine eligibility for Proteus programs
- b. Outreach and Orientation to the services available at the American Job Center.
- c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs.
- d. Provision of information relating to the availability of supportive services.

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partner, Proteus, in the following manner:

Service: a. Determine eligibility for Migrant and Seasonal Farmworker Program

Method of delivery: Initial determination of referral for eligibility is made by the Triage Navigator. With the client's approval, those clients will be referred to Proteus with a phone number or the client will be provided with the address of Proteus.

Where the service will be provided: Initial determinations of referral for eligibility will be provided in person by the Triage Navigator and services will be made available by computer at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Method of referral: Applicants for the Proteus program will be referred by the Triage Navigator to Proteus.

Service: b. Outreach and Orientation to the services available at the American Job Center

Method of Delivery:

Informational Outreach: Proteus will provide information online through computer access in the resource room or marketing materials and information regarding services to be dispersed to all partners, tenants of the American Job Center and eligible customers where appropriate and will participate and be listed on any materials regarding American Job Center services. Proteus will provide information describing the one stop system and the partner programs. Proteus will agree to distribute customer surveys as directed by the LWIB Board.

Orientation:

The Triage Navigator and the One Stop Operator staff will be available to do orientations for the respective Proteus customers regarding the services available at the American Job Center.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs

Method of Delivery: An initial assessment will be conducted by an electronic computer assessment to make an initial determination of the customer's skill and needs. The Triage Navigator and City of Lincoln and other resource room staff will direct the clients to the computer for their use.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska. Individuals referred by the Triage Navigator or referred from Proteus staff are directed to computers available in the resource room which provides access to assessment tools. These assessment tools which can be found on NEworks on the career search page include but are not limited to, career tips, career explorer, career informer and job explorer.

Service: d. Provision of accurate information relating to the availability of supportive services

Method of Delivery: The Triage Navigator will direct clients to information on supportive services in the local area as provided by the One Stop Partners and will utilize a directory of supportive services provided by the Center for People in Need or other community resources. If a referral for supportive services is made the Triage Navigator will, where appropriate, log the

referral in NEworks, print the referral out and give to the client with contact information or send an online verification. In the absence of the Triage Navigator the City of Lincoln staff located at the American Job Center will assist on an as needed basis

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska .

- 3. Method of Referral:** NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.
- 4. Funding Source/Costs:** The Proteus costs of providing the above referenced services through the One Stop Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by the partner.
- 5. Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.
- 6. Term:** This Agreement shall be in effect for the period beginning January 1, 2014 and ending on September 30, 2017.
- 7. Termination:** Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.
- 8. Mutual Hold Harmless:** Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.

9. Independent Contractor: Proteus shall perform their core services under this Agreement as an independent contractor. Proteus has sole and exclusive charge and control of the manner and means of performance. Proteus with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Proteus is not an employee of the Greater Lincoln Workforce Investment Board or the City of Lincoln and is not entitled to any City employee benefits.

10. One Stop Management Council: Proteus, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the One Stop Center.

11. One Stop Center Management: Proteus, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on December 15, 2011 pursuant to E.O. 84633 and said E.O. 84633 is rescinded upon execution of this Agreement.

13. Capacity: The undersigned person representing Proteus does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind Proteus to this agreement.

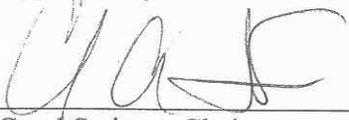
IN WITNESS WHEREOF, Proteus and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the ____ day of _____, 2014.

Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board



Jesus Soto, CEO, Proteus, Inc.

Approved by:



Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Southeast Community College**, which hereinafter may be referred to as SCC, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Southeast Community College to define SCC's cost allocation and resource sharing agreements, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

- 1. The one stop partner, SCC, does not incur direct partner costs for rent.**
- 2. The one stop partner, SCC, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system for the following items:**

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet.

- 3. SCC agrees to contribute to the costs of a Triage Navigator position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska in an equitable manner in the amount of \$360.50 for Year 2014 pursuant to the Perkins Act post-secondary vocational education program (Perkins Act) and in the amount of \$360.50 for Year 2014 pursuant to the Adult Education program (Adult Education).** The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NWorks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act.

A. 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln,

Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. The approximate percentage of occupied space for NDOL is sixty one percent (61%) and the approximate percentage of occupied space for the City of Lincoln Urban Development Adult, Youth and Dislocated Worker and HUD programs is twenty nine percent (29%).

For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is \$28, 839.31. The one stop partner Nebraska Department of Labor agrees to contribute \$17,591.98 and City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute \$8,363.40 for Year 2014.

SCC is one of the remaining partners who agrees to contribute a portion of the remaining 10% as indicated in subparagraph B below in the amount of \$360.50 for Year 2014 for the Perkins Act program and \$360.50 for Year 2014 for the Adult Education program. It is agreed between the parties that each SCC program will be billed quarterly and separately for each program in the amount of \$90.13 by the City of Lincoln to SCC and paid within 30 days of receipt of the invoice.

B. Other partners 2014. The remaining ten percent (10%) of the cost or \$2,883.93 shall be paid by the remaining partners. The remaining partners who are co-located at the American Job Center complex contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining \$2,883.93 which amounts to \$360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. SCC agrees to cooperate and convene with the LWIB and the City of Lincoln as the One Stop Operator in considering an alternative method to account for equitable cost sharing in years 2015 through 2017. If the alternative method is considered improved and acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost allocation. If a new method is not formulated, it is agreed by all One Stop Partners and the LWIB

that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

4. Responsibility for Funds: Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers, employees or agents actions or omissions under or relating to this Agreement.

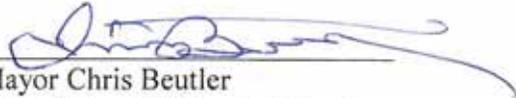
5. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 31, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

6. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

7. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on December 15, 2011 pursuant to E.O. 84633 and said E.O. 84633 is rescinded upon execution of this Agreement.

8. Capacity: the undersigned person representing SCC does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind SCC to this Agreement.

IN WITNESS WHEREOF, SCC and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 24th day of March, 2014.



Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board



Southeast Community College
Dr. Jack Huck, President

Approved by:



Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES**

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner **Southeast Community College**, which hereinafter may be referred to as SCC, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Southeast Community College to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, Southeast Community College, agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Outreach and Orientation to the classes and services available at SCC and at the American Job Center.
- b. Providing information and referral on supportive services.
- c. Provision of program performance information and program cost information on adult education activities, post-secondary vocational education activities and vocational activities available to school dropouts under the Perkins Act.

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partner, Southeast Community College, in the following manner:

Service: a. Outreach and Orientation to the classes and services available at SCC and at the American Job Center.

Method of Delivery:

Informational Outreach: SCC will make information available online through the computers in the resource room or make printed marketing materials, brochures and information regarding SCC classes and services available to be dispersed to all partners, tenants of the American Job Center and eligible clients where appropriate and will participate and be listed on any materials regarding American Job Center Services. SCC will provide information describing the one stop system and the partner programs. SCC

agrees to distribute customer surveys as directed by the LWIB Board.

Orientation: The Triage Navigator and the One Stop Operator staff will be available to do orientations for the respective above clients regarding the respective services available at the American Job Center.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: b. Providing information and referral on supportive services.

Method of Delivery: The Triage Navigator will direct clients to information on supportive services in the local area as provided by the One Stop Partners and will utilize a directory of supportive services provided by the Center for People in Need or other community resources. This information includes a wide spectrum of services including child care, transportation, and adult basic education and literacy services. If a referral for supportive services is made the Triage Navigator will, where appropriate, log the referral in NEworks, print the referral out and give to the client with contact information or send an online verification. In the absence of the Triage Navigator the City of Lincoln staff located at the American Job Center will assist on an as needed basis.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: c. Provision of program performance information and program cost information on adult education activities, post-secondary vocational education activities and vocational activities available to school dropouts under the Perkins Act.

Method of Delivery: SCC will provide information on program performance and program cost through written, posted material, handout materials, and through website accessibility on the computers in the resource room.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

3. Method of Referral: NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

4. Funding Source/Costs: SCC costs of providing the above referenced services through the one stop center, including without limitation all of its informational material, personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by the partner.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

6. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on September 30, 2017.

7. Termination: Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. Mutual Hold Harmless: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.

9. Independent Contractor: SCC shall perform their core services under this Agreement as an independent contractor. SCC has sole and exclusive charge and control of the manner and means of performance. SCC, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that SCC is not an employee of the Greater Lincoln Workforce Investment Board or the City of Lincoln and is not entitled to any City employee benefits.

10. One Stop Management Council: SCC, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. One Stop Center Management: SCC, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on April 5, 2011 pursuant to E.O. 83935 and said E.O. 83935 is rescinded upon execution of this Agreement.

13. Capacity: The undersigned person representing SCC does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind SCC to this agreement.

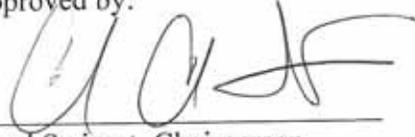
IN WITNESS WHEREOF, SECC and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 24th day of March, 2014.



Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board



Dr. Jack Huck, President
Southeast Community College

Approved by:


Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the Memorandum of Understanding (MOU), is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partners, **Urban Development Adult, Youth and Dislocated Worker Program and HUD**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area.

Whereas this attachment represents an agreement between the LWIB and Urban Development Adult, Youth and Dislocated Worker and HUD programs to delineate the Urban Development Adult, Youth and Dislocated Worker and HUD program's cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. **The one stop partner, Urban Development Adult, Youth and Dislocated Worker and HUD programs, agrees to pay for direct partner costs for rent in the following manner:**

Urban Development Adult, Youth and Dislocated Worker and HUD program has collocated staff to the One Stop Career Center now branded as the American Job Center. The specific costs and terms for rent are represented in a separate lease agreement between the City of Lincoln and Southeast Community College.

2. **The one stop partner, Urban Development Adult, Youth and Dislocated Worker and HUD programs, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system. Urban Development Adult, Youth and Dislocated Worker and HUD programs shall make funds available for the following items:**

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet.

Triage Navigator: The City of Lincoln, on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs, agrees to contribute to the costs of a Triage Navigator position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska in an equitable manner. The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NEworks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act.

A. 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln, Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. The approximate percentage of occupied space for the City of Lincoln Urban Development Adult, Youth and Dislocated Worker and HUD programs is twenty nine percent (29%).

For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is \$28, 839.31. The one stop partner City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker and HUD programs has agreed to contribute twenty nine percent (29%) of the cost or \$8,363.40 for Year 2014.

B. Other partners 2014. The Nebraska Department of Labor, on behalf of (ES, DVOP, VE, TAA and UI) agrees to contribute sixty one percent (61%) of the annual cost which equals \$17,591.98 to be billed quarterly by the City of Lincoln in the amount of \$4,398.00 to the Nebraska Department of Labor. The remaining ten percent (10%) of the cost or \$2,883.93 shall be paid by the remaining partners. The remaining partners who are co-located at the American Job Center complex contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining \$2,883.93 which amounts to \$360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. NDOL agrees to cooperate and convene with the LWIB and the City of Lincoln as the One Stop Operator in considering an alternative method to account for equitable cost sharing in years 2015 through 2017. If the alternative method is considered improved and acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost allocation. If a new method is not formulated, it is agreed by all One Stop Partners and the LWIB that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

3. **Responsibility for Funds:** Each One Stop Partner is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers', employees', or agents' actions or omissions under or relating to this Agreement.
4. **Term:** This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 31, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.
5. **Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this agreement is held invalid, the remainder of this Agreement shall not be affected.
6. **Existing Attachment Rescinded and Replaced.** This Agreement shall replace the existing renewal of Attachment A pursuant to E.O. 83940 and E.O. 83942 and are rescinded upon execution of this Agreement.
7. **Capacity:** The undersigned person representing City of Lincoln Urban Development Adult, Youth and Dislocated Workers and HUD programs does hereby agree and represent that he is legally capable to sign this Agreement.

IN WITNESS WHEREOF, Urban Development Adult, Youth and Dislocated Worker and HUD programs and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Memorandum of Understanding, Attachment A, as of the 11th day of March, 2014.


Mayor Chris Beutler
City of Lincoln and CEO of Greater Lincoln
Workforce Investment Board


David Landis, Director
Urban Development

Approved by: 
Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES**

This attachment, representing Attachment B to the Memorandum of Understanding (MOU) is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Urban Development Adult, Youth and Dislocated Worker programs**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area.

Whereas, this attachment represents an agreement between the LWIB and Urban Development Adult, Youth and Dislocated Worker programs to establish the delivery of services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written between the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The One stop partner, Urban Development Adult, Youth and Dislocated Worker program agrees to contribute to the delivery of the following core services to adults and dislocated workers, and all services to youth in the local one stop system:

- a. Determine eligibility for WIA Adult, Youth and Dislocated Worker programs
- b. Outreach and Orientation to the services available at the American Job Center
- c. Initial assessment of skill levels, aptitudes, abilities, and supportive needs
- d. Job search and placement assistance, and where appropriate, career counseling
- e. Provision of employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including i) job vacancy listings in such labor market areas, ii) information on the job skills necessary to obtain the listed jobs, iii) information relating to local occupations in demand and the earnings for such occupations.
- f. Provision of program performance and cost information on (i) eligible providers of training services described in WIA section 122, (ii) eligible providers of youth activities described in WIA section 123, (iii) providers of adult education described in WIA Title II, (iv) providers of post-secondary vocational education activities and vocational education available to school dropouts under the Carl D. Perkins Vocational and Applied Technology Education Act, and (v) providers of vocational rehabilitation program activities described in Title I of the Rehabilitation Act of 1973.

- g. Provision of information on how the local area is performing on the local area performance measures and any additional information with respect to the one stop delivery system in the local area.
- h. Provision of accurate information relating to the availability of supportive services available in the local area, and referral to such services, as appropriate.
- i. Provision of information regarding filing claims for unemployment insurance.
- j. Assistance in establishing eligibility for programs of financial aid for training and education programs that are not funded under this Act and are available in the local area.
- k. Follow-up services, including counseling regarding the workplace, for participants in workforce investment activities authorized under sub-title B of Title I of WIA who are placed in unsubsidized employment, for not less than 12 months after the first day of employment, as appropriate.

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partner, Urban Development Adult, Youth and Dislocated Worker programs, in the following manner.

Service a: Determine eligibility for WIA Adult, Youth and Dislocated Worker programs.

Method of delivery: Urban Development staff will locate at the American Job Center and will interview applicants and make eligibility determinations for the Adult, Youth and Dislocated Worker programs. Interviews will be available on a walk-in basis, or by appointment.

Method of referral: NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service b: Outreach and Orientation to the services available through the one stop system.

Method of delivery:

Informational Outreach: Urban Development will provide marketing materials, brochures, and information regarding Adult, Youth and Dislocated Worker services to be

dispersed to all partners, tenants of the American Job Center, and to all applicants as appropriate. Urban Development will also be listed on any printed materials regarding services available at the American Job Center. Adult, Youth and Dislocated Worker Program agrees to distribute customer surveys as directed by the LWIB Board.

Orientation: Urban Development staff will be available to provide Orientation to Adult, Youth and Dislocated Worker applicants regarding the services available at the American Job Center.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service c: Initial assessment of skill levels, aptitudes, abilities, and supportive service needs.

Method of delivery: Urban Development staff will conduct initial assessments of customers at the American Job Center. Various formats will be used to obtain this information.

Where the services will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service d: Job search and placement assistance, and where appropriate, career counseling.

Method of Delivery: Urban Development staff will provide job search and placement assistance and, where appropriate, career counseling to eligible Adult, Youth and Dislocated Workers. This service will be coordinated with the Employment Service partner to eliminate duplication of services.

Where the services will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service e: Provision of employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including:

- (i) **job vacancy listings in such labor market areas,**
- (ii) **information on the job skills necessary to obtain the listed jobs,**
- (iii) **information relating to local occupations in demand and the earnings for such occupations.**

Method of Delivery: Employment statistics information will be provided through electronic media such as NEworks. Customers will have access to Internet based job

banks, career guidance information, and information relating to demand occupations and wages. This information will be available from staff and in the resource room.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service f: Provision of program performance and cost information on;

- (i) eligible providers of training services described in WIA section 122
- (ii) eligible providers of youth activities described in WIA section 123
- (iii) providers of adult education described in WIA Title I
- (iv) providers of post-secondary vocational educational activities and vocational education available to school dropouts under the Carl D. Perkins Vocational and Applied Technology Act
- (v) providers of vocational rehabilitation programs activities described in Title I of the Rehabilitation Act of 1973

Method of Delivery: Provision of program performance and cost information will be a shared service between Urban Development, Southeast Community College, and Vocational Rehabilitation. Each partner will make available quarterly and/or annual reports to provide this information.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service g: Provision of information on how the local area is performing on the local performance measures and any additional information with respect to the one stop delivery system in the local area.

Method of Delivery: Urban Development staff will provide updates of the WIA performance standards as such information is made available by the Nebraska Department of Labor.

Where the services will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service h: Provision of accurate information relating to the availability of supportive services available in the local area, and referral to such services as appropriate.

Method of Delivery: Urban Development staff will use a variety of resources to provide accurate information and referral for supportive services including phone books, community resource guides, agency web sites and NEworks. Staff will provide this information as appropriate.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service i: Provision of information regarding filing claims for unemployment insurance for adult workers.

Method of Delivery: Urban Development staff will provide information to customers relating to filing claims for unemployment insurance.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service j: Assistance in establishing eligibility for programs of financial aid for training and education programs that are not funded under this act and are available in the local area.

Method of delivery: Urban Development staff will provide eligibility information and referral to programs as appropriate to customers. Staff will also provide the student Financial Aid Form to customers to assist them in determining eligibility for financial aid for programs not funded under WIA that are available in the local area.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service k: Follow-up services, including counseling regarding the workplace, for participants in workforce investment activities authorized under sub-title B of Title I of WIA who are placed in unsubsidized employment for not less than 12 months after the first day of employment, as appropriate.

Method of Delivery: Urban Development staff will conduct follow-up on a quarterly basis. Follow-up will be conducted by phone, mail, e-mail, and in person as appropriate.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

3. Method of Referral: NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.

Access to Intensive Services: Intensive services for Adults and Dislocated Workers will be available at the American Job Center. Urban Development staff will provide these services to eligible customers. Intensive services include, but are not limited to the following:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers---which may include (I) diagnostic testing and use of other assessment tools; and (II) in-depth interviewing and evaluation to identify the employment barriers and appropriate goals.
- Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals.
- Group counseling
- Individual counseling and career planning
- Case management for participants seeking training services
- Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.

Access to Training Services: Access to training services for adults and dislocated workers will be available at the American Job Center. Urban Development staff will provide this access to eligible customers. Training services include but are not limited to the following:

- Occupational skills training, including training for nontraditional employment;
- On-the-job training
- Programs that combine workplace training with related instruction, which may include cooperative education programs; training programs operated by the private sector;
- Skill upgrading or retraining;
- Entrepreneurial training;
- Job readiness training;
- Adult education and literacy activities provided in combination with services described above; and
- Customized training

4. Funding Source/Costs: The Urban Development Adult, Youth and Dislocated Worker programs cost of providing the above referenced services through the American Job Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities, and insurance costs shall be borne by the partner.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected.

6. Term: This Agreement shall be in effect for the period beginning January 1, 2014 through September 30, 2017.

7. Termination: Any party may withdraw from or terminate this Agreement by adhering to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. Mutual Hold Harmless: Each party to this Agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts and omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any claim for damage whatsoever, including any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employees' or agents' acts, omissions or negligence performed under this Agreement.

9. Independent Contractor: Urban Development Adult, Youth and Dislocated Worker programs shall perform their core services under this Agreement as an independent contractor. Urban Development Adult, Youth and Dislocated Worker programs have sole and exclusive charge and control of the manner and means of performance. Urban Development Adult, Youth and Dislocated Worker programs, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Urban Development Adult, Youth and Dislocated Worker programs are not employees of the Greater Lincoln Workforce Investment Board.

10. One Stop Management Council: Urban Development Adult, Youth and Dislocated Worker programs, as a party to this Agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

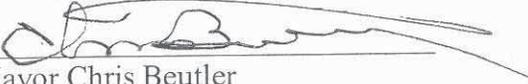
11. One Stop Management: Urban Development Adult, Youth and Dislocated Worker programs, as a party to this Agreement, agrees to comply with the policies,

procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

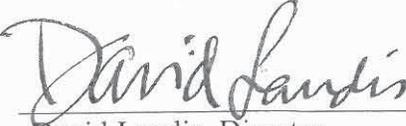
12. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment B pursuant to E.O. 83940 and E.O. 83942 and are rescinded upon execution of this Agreement.

13. Capacity: The undersigned person representing Urban Development Adult, Youth and Dislocated Worker programs does hereby agree and represent that he or she is legally capable to sign this Agreement.

IN WITNESS WHEREFORE, Urban Development Adult, Youth and Dislocated Worker programs and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Memorandum of Understanding, Attachment B, as of the 14th day of March, 2014.



Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board



David Landis, Director
City of Lincoln, Urban Development

Approved by:



Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES**

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Housing and Urban Development/Community Development Block Grant(CDBG)** programs, hereinafter referred to as Urban Development, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area.

Whereas, this attachment represents an agreement between the LWIB and Urban Development programs to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The One stop partner, Urban Development agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Provide orientation on CDBG funded employment and training programs to American Job Center staff.
- b. Conduct intake to determine if an individual is eligible for CDBG funded employment and training programs.

2. Delivery of Core Services

The delivery of core services listed above shall be delivered by Urban Development in the following manner. Core services will be available on a walk-in basis or by appointment.

Service a: Provide orientation on CDBG funded programs to staff of the American Job Center.

Method of delivery: Urban Development will provide staff or cross train staff at the American Job Center to provide orientation.

Where the service will be provided: At American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service b: Conduct intake to determine if an individual is eligible for CDBG funded assistance.

Method of delivery: Urban Development staff will conduct intakes to determine eligibility.

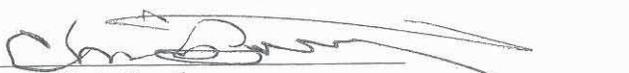
Where the services will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska, and at business locations as appropriate.

3. **Method of Referral:** NE works will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.
4. **Funding Source/Costs:** The Urban Development programs cost of providing the above referenced services through the American Job Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities, and insurance costs shall be borne by the partner.
5. **Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected.
6. **Term:** This Agreement shall be in effect for the period beginning January 1, 2014 through September 30, 2017.
7. **Termination:** Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.
8. **Mutual Hold Harmless:** Each party to this Agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts and omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims, damages, losses

and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Urban Development as a City agency is self-insured.

9. **Independent Contractor:** Urban Development shall perform their core services under this Agreement as an independent contractor. Urban Development programs have sole and exclusive charge and control of the manner and means of performance. Urban Development programs, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Urban Development is not an employee of the Greater Lincoln Workforce Investment Board.
10. **One Stop Management Council:** Urban Development, as a party to this Agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.
11. **One Stop Center Management:** Urban Development, as a party to this Agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.
12. **Existing Attachment Rescinded and Replaced.** This Agreement shall replace the existing renewal of Attachment A executed on April 5, 2011 pursuant to E.O. 83942 and said E.O. 83942 is rescinded upon execution of this Agreement.
13. **Capacity:** The undersigned person representing Urban Development does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Urban Development to this Agreement.

IN WITNESS WHEREFORE, Urban Development and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 11th day of March, 2014.



Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board



David Landis, Director
Urban Development

Approved by: 

Carol Swigart, Chairperson, Greater Lincoln Workforce Investment Board

**ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Vocational Rehabilitation**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Vocational Rehabilitation to define Vocational Rehabilitation's cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, Vocational Rehabilitation, agrees to contribute direct partner costs for rent in the following manner:

Vocational Rehabilitation will be co-located at the American Job Center. The specific costs and terms for rent are represented in a separate sublease agreement with the City of Lincoln's Urban Development Department as the One Stop Operator.

2. The one stop partner, Vocational Rehabilitation, agrees to contribute, along with all WIA partners, an equal share of the following costs:

Board Operations: There are 13 One Stop partners serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment made to the City of Lincoln twice a year (01-01 through 06-30; and 07-01 through 12-31). Board operation costs include costs for meetings, materials, postage, phone, copying, printing, phone and internet. Vocational Rehabilitation agrees to pay the billing within 30 days receipt from the invoice.

3. Vocational Rehabilitation contributes in kind services to the cost of a Triage Navigator Position located at the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska. The Triage Navigator position welcomes customers as the first face of the American Job Center, provides orientation to the American Job Center, helps clients determine the purpose of the visit, refers clients to partner agencies, provides customer support in the resource room for program registration, provides technical assistance on computer usage, manages wait time for customers, logs services into NEworks and tracks customer volume. The costs of the Triage Navigator position will be shared in an equitable manner among all One Stop Partners under the Workforce Investment Act. Vocational Rehabilitation contributes rent to the shared space at the American Job Center and provides in kind services and those services and costs are recognized for 2014 as their equitable contribution as indicated in subparagraph B.

A. 2014. For January 1, 2014 through December 31, 2014 the LWIB and One Stop Partners have agreed that an equitable distribution of the Triage Navigator cost will be based on the partner's approximate percentage of occupied space in the American Job Center complex located at 1111 O Street, Education Square, composed of Suite 205 and Suite 222 in Lincoln, Nebraska. The total occupied space for the complex is approximately 5,111 square feet with NDOL occupying 3,224 square feet, the City of Lincoln/ Title I WIA/ HUD occupying 1,467 square feet and co-located One Stop partners Experience Works, Vocational Rehabilitation and Goodwill occupying 420.47 square feet of space. The approximate percentage of occupied space for NDOL is sixty one percent (61%), and the approximate percentage of occupied space for the City of Lincoln Urban Development Adult, Youth and Dislocated Worker programs/ HUD is twenty nine percent (29%) .

For the period January 1, 2014 through December 31, 2014 the cost of the Triage Navigator position is \$28,839.31. The Nebraska Department of Labor, agrees to contribute \$17,591.98 and the City of Lincoln on behalf of Urban Development Adult, Youth and Dislocated Worker programs and HUD employment programs has agreed to contribute \$8,363.40 for Year 2014.

B. Other partners 2014. The remaining ten percent (10%) of the cost or \$2,883.93 shall be paid by eight one stop partners. The remaining partners who are co-located at the American Job Center complex, which includes Vocational Rehabilitation, contribute rent to the shared space at the American Job Center and provide in kind services to the resource room and those services and costs are recognized as their equitable contribution. The eight remaining partners who are not physically co-located at the Center have agreed to share equally the remaining \$2,883.93 which amounts to \$360.50 each for Year 2014. Said figure represents an approximate percentage contribution of 1.25% for each remaining partner and is a recognition by the remaining partners that the American Job Center provides a service to their clients that includes access to program information, a resource room for NEworks, job search, and other core services, and access to a triage navigator for technical assistance and referral.

C. 2015-2017. The LWIB acknowledges that the equitable contribution to the Triage Navigator Position can be based on a number of methodologies. An accepted method is based on square footage/ usage of space and is utilized for year 2014. Another acceptable method is an equitable share proportionate to the clients served or benefitted by the Triage Navigator and the American Job Center's resource room. The LWIB acknowledges that the alternative methodology based on clients served or benefitted will require analysis and cooperation from all One Stop Partners and will need to incorporate common definitions for services and accounting practices for time. Vocational Rehabilitation agrees to cooperate and convene with the LWIB, the City of Lincoln as the One Stop Operator and other One Stop partners in considering an alternative method to account for equitable cost sharing in years 2015 through 2017. If the alternative method is considered improved and acceptable, the LWIB will accordingly amend Attachment A incorporating a new method for cost allocation. If a new method is not formulated, it is agreed by all One Stop Partners and the LWIB that the method for 2014 is acceptable and an amendment for each succeeding year will be provided allocating the partners cost for the Triage Navigator.

4. Responsibility for Funds: Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers, employees or agents actions or omissions under or relating to this Agreement.

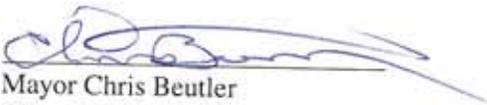
5. Term: This Agreement shall be in effect for the period beginning January 1, 2014 and ending on December 31, 2014. This Agreement may be renewed for up to three additional one year periods ending on September 30, 2017 upon the mutual consent of both parties.

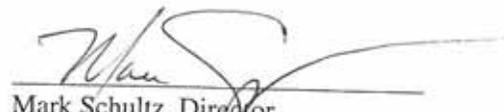
6. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

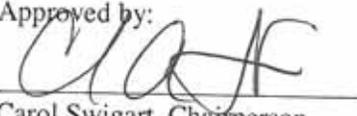
7. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on April 5, 2011 pursuant to E.O. 83936 and said E.O. 83936 is rescinded upon execution of this Agreement.

8. Capacity: The undersigned person representing Vocational Rehabilitation does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Vocational Rehabilitation to this Agreement.

IN WITNESS WHEREOF Vocational Rehabilitation and Mayor Chris Beutler, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 14th day of March, 2014.


Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board


Mark Schultz, Director
Vocational Rehabilitation

Approved by:

Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

**ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES**

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Vocational Rehabilitation**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Vocational Rehabilitation to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, Vocational Rehabilitation, agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Determine eligibility for Vocational Rehabilitation program.
- b. Outreach and Orientation to the services available from Vocational Rehabilitation and at the American Job Center.
- c. Provision of program performance information and program cost information on providers of vocational rehabilitation program activities under Title I of the Rehabilitation Act.
- d. Job search and placement assistance for Vocational Rehabilitation enrollees and, where appropriate, career counseling.

2. Delivery of Core Services

The delivery of core services listed below shall be delivered by Vocational Rehabilitation in the following manner.

Service: a. Determine eligibility for Vocational Rehabilitation

Method of delivery: Vocational Rehabilitation Services will provide an itinerant staff person at the American Job Center to determine eligibility. When the staff person is not available initial determination of referral for eligibility is made by the Triage Navigator. With the client's approval, those clients will be referred to Vocational Rehabilitation with a phone number or the client will be provided with the main address of Vocational Rehabilitation.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Method of Referral: Applicants for the Vocational Rehabilitation program will be referred by the Triage Navigator.

Service: b. Outreach and Orientation to the services available at the American Job Center.

Method of Delivery:

Informational Outreach: VR will provide information available online through computer access in the resource room or provide marketing materials, brochures and information regarding VR services available to be dispersed to all partners, tenants of the American Job Center and eligible clients where appropriate and will be listed on any printed materials regarding services available at the American Job Center. VR will provide information describing the one stop system and the partner programs. VR agrees to distribute customer surveys as directed by the LWIB Board.

Orientation: Vocational Rehabilitation staff, the Triage Navigator and the One Stop Operator staff will be available to do orientations for the respective VR customers regarding the services available at the American Job Center.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: c. Provision of program performance information and program cost information on providers of vocational rehabilitation program activities under title I of the Rehabilitation Act.

Method of Delivery: Vocational Rehabilitation will provide information on program performance and program cost information in the form of brochures, information sheets, links to the agency web site that can be accessed on computers in the resource room, and the State Rehabilitation Counsel Annual Report.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

Service: d. Job search and placement assistance for Vocational Rehabilitation enrollees and, where appropriate, career counseling

Method of Delivery: Vocational Rehabilitation Services itinerant staff will be available to provide job search and placement assistance, and where appropriate, career counseling to enrollees of Vocational Rehabilitation services. When not available, the Triage Navigator will direct clients to self service job search opportunities, placement assistance and career counseling located in the

resource room through access to computers.

Where the service will be provided: At the American Job Center, 1111 O Street, Suite 205, Lincoln, Nebraska.

- 3. Method of Referral:** NEworks will be used for referrals to the extent of its capability along with partner-to-partner communication by email, phone, personal contact, and in writing.
- 4. Costs:** Vocational Rehabilitation's costs of providing the above referenced services through the One Stop Career Center, including without limitation all of its personnel, equipment, software and hardware, supply, and facilities shall be borne by the partner.
- 5. Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.
- 6. Term:** This Agreement shall be in effect for the period beginning January 1, 2014 and ending on September 30, 2017.
- 7. Termination:** Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.
- 8. Mutual Hold Harmless:** Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Vocational Rehabilitation as a state agency is self insured.
- 9. Independent Contractor:** Vocational Rehabilitation shall perform their core services under this Agreement. Vocational Rehabilitation has sole and exclusive charge and control of the manner and means of performance. Vocational Rehabilitation, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Vocational Rehabilitation is not an employee

of the Greater Lincoln Workforce Investment Board or the City of Lincoln.

10. One Stop Management Council: Vocational Rehabilitation, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the American Job Center.

11. One Stop Center Management: Vocational Rehabilitation, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

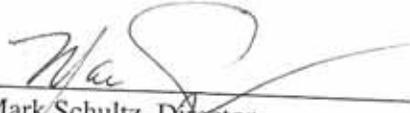
12. Existing Attachment Rescinded and Replaced. This Agreement shall replace the existing renewal of Attachment A executed on April 5, 2011 pursuant to E.O. 83936 and said E.O. 83936 is rescinded upon execution of this Agreement.

13. Capacity: The undersigned person representing Vocational Rehabilitation does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind Vocational Rehabilitation to this agreement.

IN WITNESS WHEREOF, Vocational Rehabilitation and Mayor Chris Beutler, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 14th day of March, 2014.

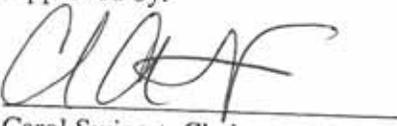


Mayor Chris Beutler
City of Lincoln/Greater Lincoln
Workforce Investment Board



Mark Schultz, Director
Vocational Rehabilitation

Approved by:



Carol Swigart, Chairperson
Greater Lincoln Workforce Investment Board

GL-ATTACHMENT N

Greater Lincoln Workforce Area On the Job Training Policy Effective October 1, 2009

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

I. 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 to the employer of up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and
- C. Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

II. Pre-Award Reviews

A pre-award review is conducted prior to contract execution. Workforce Investment Division 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.

III. 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. Training outline for each position;
3. The length of time the training will be provided;
4. The wage rate to be paid to the trainee;
5. The rate of reimbursement to the employer;
6. The maximum amount of reimbursement;

7. A training outline that reflects the skills and competencies to be learned in the position;
8. An outline of any other separate classroom training that may be provided by the employer; and
9. Signatures of the individuals authorized to enter and sign contracts.
10. Standard assurances that acknowledge the employers 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.
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 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 employers 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.

IV. 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 an intensive service, 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 an intensive service 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.

V. Length of Training

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 service strategy. Length of training also includes input from the employer.

Steps to Determine Length of Training.

Skill Requirement of the Occupation

1. Obtain the job description and training outline from the employer.
2. Match employer job title/description with O'NET.
3. Review for consistency
4. Obtain employer's input on the length of time it takes for the trainee to become proficient in the occupation
5. Obtain SVP codes from O'NET and convert to hours.

Academic and Skill Level of Trainee

1. Assess trainee's academic and skill levels, and previous work experience.
2. Compare the trainee's academic, skill levels and previous work experience with the requirements of the OJT position.
3. Indicate whether the trainee does or does not possess the skills needed to be proficient in the occupation. Trainee's determined to be proficient are not eligible for OJT. Trainee's determined not proficient are eligible for OJT.

Calculating Training

1. Use SVP Codes to determine hours of training for the position.
2. Compare SVP training length with employer estimated training length. Select training length that is closest to employers estimated training length.
3. If trainee has work experience directly related to the OJT position, subtract 50% from the training time for every three months of experience.
4. If trainee has formal education directly related to the position, subtract 10% from the training time for every three months of education.

VI. Prohibited Positions

Certain types 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.

VII. Evaluation and Monitoring

All OJT contracts will be evaluated at or near the midpoint of the contract. WIA Division 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 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.

VIII. 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

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

Wage Increase

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

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 50 percent of the total wages paid to the Trainee up to the maximum reimbursement. 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.
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 _____
Mayor

BY _____
Company Representative

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 of up to 50 percent of the wage rate of the trainee, 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 Workforce Investment 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.

Length of Training

The length of training is determined by the following factors:

- A. Skills and knowledge need to perform the job.
- B. Skills and knowledge of the trainee.
- C. 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.

**Greater Lincoln Workforce Investment Area
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.

(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 Names Business Has/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

(17) Layoffs Within Last 12 Months Yes No

If yes, explain: _____

(18) Currently Disbarred/Suspended From Receiving Federal Contracts?

Yes No (If yes, employer is not eligible for OJT)

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

Yes No

If Yes, explain: _____

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

Yes No

(21) 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 _____

(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?

(27) Is the position subject to a collective bargaining agreement? Yes No

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

Collective Bargaining Unit _____

TRAINEE INFORMATION

(28) Trainee Name _____

(29) Has trainee previously been employed by the company? Yes No

If yes, list dates _____

Position(s) _____

(30) Is trainee related to anyone in an administrative or supervisory capacity for the business? __Yes __No

If yes, explain _____

(31) Does trainee have previous related work experience or training? __Yes __No

If yes, describe _____

Comments _____

WIA Division Staff Signature

Date

GL - Attachment O - Proof of Publication of the Public Notice

AFFIDAVIT OF PUBLICATION

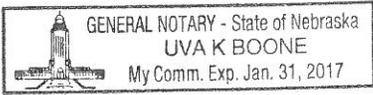
State of Nebraska }
LANCASTER COUNTY, } ss.

NOTICE OF PUBLICATION
A preliminary draft of the Workforce Investment Act (WIA) Greater Lincoln Local Plan will be available for review by March 7, 2014 at the City of Lincoln, Urban Development Department, 555 S. 10th Street, Suite 205, Lincoln, NE 68508 or on-line at <http://lincoln.ne.gov/city/urban/workforce/board.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.
WIA 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.
#7600031 11 Mar 1

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 the successive time(s) the first insertion having been on March 1, 20 14 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 Chesnut
Subscribed in my presence and sworn to before me on March 3, 20 14
UVA K Boone Notary Public



7600031

GL - Attachment P - Public Comments on Plan

This space reserved for Public Comments

Written comments should be sent to:

Carol Swigart, Chairperson

Greater Lincoln Workforce Investment Board

555 S. 10th Street, Suite 205

Lincoln, NE 68508

Or email Jan Norlander-Jensen at

jniensen@lincoln.ne.gov

No comments have been received.

Rapid Response Policy

Rapid Response assistance is provided for workers who are dislocated due to plant closures and substantial layoffs. 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 WIA Dislocated Worker services available,
- Describe the methods for applying for WIA dislocated services,
- Provide information on contacting dislocated worker staff members,
- Answer questions on dislocated worker services, and
- Provide other services and information as requested by the State Dislocated Worker Unit.

GL - Attachment R - Signature Sheet

WORKFORCE INVESTMENT 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 INVESTMENT AREA, HEREINAFTER REFERRED TO AS THE "GRANTEE".

1. This Agreement, consisting of the attached Plan, in conjunction with Public Law 105-220 (Workforce Investment Act), the rules and regulations promulgated thereunder, 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, 2014 and ending on June 30, 2017.
3. The amount of funds obligated by the Grantor under this Agreement is:

PY 2014

Adult	\$ TO
Dislocated Worker	\$ BE
Youth	\$ DETERMINED
Total	\$

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

GRANTEE

On behalf of the Chief Elected Official(s)

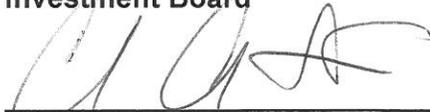
Authorized Signature Date

Name and Title

Authorized Signature Date

Chris Beutler, Mayor
Name and Title

On behalf of the Greater Lincoln Local Workforce
Investment Board



Authorized Signature Date

Carol Swigart, Chairperson
Name and Title

GL - ATTACHMENT S

Support Services Policy Adult and Dislocated Workers

I. Statement of Purpose

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

II. References, Definitions, Eligibility and Coordination

A. References

WIA Law

Sec 101(46)

Sec 134(d)(2)(H)

Sec 134 (e)(2)(A) & (B)

181(b)(7) & (e)

WIA Final Regulations

Sections 663.800, 663.805, & 663.810

Greater Lincoln Workforce Investment Plan: July 1, 2014 – June 30, 2017, Page 68,
Sec C

B. 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 this title, consistent with the provisions of this title.

C. Eligibility for Support Services

There are three conditions that must be met to authorize support service payments. Supportive services may only be provided to adults and dislocated workers:

1. That are participating in core, intensive or training services; and
2. When they are necessary to enable the adult/dislocated worker to participate in core, intensive, 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 Core, Intensive or Training activity 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 support service is necessary for the adult/dislocated worker to participate or to continue to participate in the Core, Intensive or Training activity. Condition three is met when it is determined and documented that the adult /dislocated worker is unable to obtain the support service from other programs providing such services.

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

D. Support Services Coordination

In order for an adult or dislocated worker to receive WIA funded support services, efforts to coordinate receipt of support services from non-WIA sources must be made and documented. A review of possible sources of non-WIA support 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-WIA 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 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 WIA authorization is adjusted based on the amount

contributed by the other agency. If the agency will not assist with the service, WIA 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.

III. 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 WIA 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:

Map Quest is used to determine the mileage the adult or dislocated worker will travel in order to participate in WIA supported activities. Mileage is tracked by the adult or dislocated worker using the Mileage Sheet. Mileage is reimbursed at \$.30 per mile. Mileage reimbursement can be made no more than 5 weeks at a time. Maximum amount reimbursed can be no more than \$150 or minimum amount of \$15. Reimbursement for mileage can be submitted not later than 2 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 WIA 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 WIA 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 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 t v 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, or
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.

Supporting Documentation:

Itemized listing of clothing, uniforms, tools needed including costs.
Invoice listing clothing, uniforms, and or tools purchased, date and amount.

IV) 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:

1. 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.
2. Cost is in excess of support services maximum.
3. 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.

V) 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.

VI) Frequency of Determining Non-WIA Agency Support Service Coordination

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

VII) 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.

(VIII) 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

(IX) Summary

Few non-WIA agencies provide WIA type support services and those that do require the individual to meet eligibility guidelines. The best source available to help identify possible non-WIA 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-WIA sources for support.

GL-Attachment T-WIB By-Laws

LOCAL WORKFORCE INVESTMENT BOARD BYLAWS

ARTICLE I - NAME AND PURPOSE

Section 1. NAME

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

Section 2. PURPOSE

The purpose of the Greater Lincoln Local Workforce Investment 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 Investment Act of 1998 P.L. 105-220.

ARTICLE II - MEMBERSHIP

Section 1. COMPOSITION OF THE BOARD

In accordance with the Local Workforce Investment Area Interlocal Agreement and Section 117 (b) of the Workforce Investment Act of 1998, the Board shall consist of the following members with a majority of the board representing business in the local area:

- (a) Representatives of business in the local area nominated by local business organizations and business trade associations.
- (b) Representatives of local educational entities nominated by regional or local educational agencies, institutions or organizations representing local educational entities.
- (c) Representatives of labor organizations nominated by local labor federations or representatives of employees.
- (d) Representatives of community based organizations.
- (e) Representatives of economic development agencies.
- (f) Representatives of each of the one-stop partners.
- (g) 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 one to three years.

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.

GL-Attachment T-WIB By-Laws

Section 4. RESIGNATION

When members deem it necessary to resign from their appointment to the Board, they shall tender their resignation to the Mayor of Lincoln with copies to the Chairperson of the Board. 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 the WIA, Section 117 (2)(A)(I). 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 Investment 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 the WIA, Section 117 (2)(A)(I). 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.

GL-Attachment T-WIB By-Laws

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 Public Meetings law. 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 maybe 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 Public Meetings Act and the Workforce Investment Act under Section 117(e) including 20 CFR

GL-Attachment T-WIB By-Laws

661.307. Under 20 CFR 661.307 a local board must conduct its business in an open manner and make activities of the board available to the public including the development of specific policies and minutes of formal Board meetings upon request.

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 117 (g) of the Workforce Investment Act regarding Conflicts of Interest and 20 CFR 667.200 (a)(4).

- (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 LWIB prior to consideration of the request by the Board.
- (b) Under Section 117 (g) of the WIA, 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.
- (c) Under 20 CFR 667.200 (a)(4) a Local Board or a Youth Council member must neither cast a vote on, nor participate in any decision-making capacity, on the provision of services by such member (or any organization which that member directly represents), nor on any matter which would provide any direct financial benefit to that member or a member of his immediate family. Neither membership on the Local Board, State Board, the Youth Council nor the receipt of WIA funds to provide training and related services, by itself, violate these conflict of interest provisions.

ARTICLE V - EXECUTIVE BOARD

Section 1. MEMBERS

The officers of the Board, the Chairperson of each standing committee and the Chairperson of the Youth Council shall constitute the Executive Board.

Section 2. DUTIES

The Executive Board shall have general supervision of the affairs 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.

GL-Attachment T-WIB By-Laws

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 ten days in advance of the meeting at which they are to be acted upon. Such notice shall include both the proposed change and the section it supersedes.

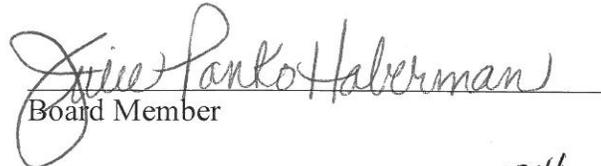
ARTICLE IX - SUSPENSION OF BYLAWS

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:

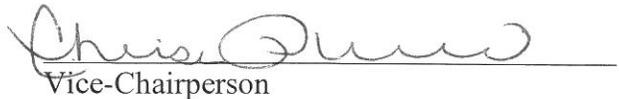

Board Member

Adopted as Amended by the Greater Lincoln Local Workforce Investment Board on the 12th day of February, 2014.

Attest:


Chairperson

Greater Lincoln Local Workforce
Investment Board


Vice-Chairperson

Greater Lincoln Workforce Investment Board Membership List

GL-Attachment U-WIB Membership List

Tanner	Andrews	President	Andy's Appliance Repair
Carol	Andringa	Career and Tech Ed Curriculum Specialist	Lincoln Public Schools
Susan	Billups	Regional Director	Proteus, Inc.
Cheryl	Brandenburgh	Economic Development Manager	Black Hills Energy
Donna	Bristol	Director of Human Resources	B & R Stores, Inc.
Angela	Caldwell	Branch Manager	ManpowerGroup
Connie	Daly	District Supervisor	NE Commission for the Blind & Visually Impaired
Judy	Fischer	Human Resource Manager	Cabela's
Jane	Goertzen	Director of Human Resources	Crete Carrier Corporation
Julie	Groetke	Director of Professional Recruiting	Northwestern Mutual
Pat	Haverty	Vice President, Human Resources	Lincoln Chamber of Commerce
Leon	Holloway	Human Resource Manager	Duncan Aviation
Jack	Huck	President	Southeast Community College
Ken	Inness	President	Skyline Homes, Inc.
Jessica	James	WIA Director	Indian Center, Inc.
Debra	Jenkins	Employment Specialist	Vocational Rehabilitation
Ron	Joyce	Unemployment Insurance Administrator	Nebraska Department of Labor-Unemployment Insurance
Dave	Landis	Director	Urban Development
Kal	Lausterer	Board Member	Greater Wahoo Economic Development Foundation
Stephanie	Mahony	Employment & Training Coordinator	Experience Works
John	Markey	Business Manager	IBEW Lincoln Union #265
Rich	Marshall	Business Representative/Organizer	Regional Council of Carpenters Local 1306
Dave	Masilko	President	Work USA, Inc.
Michelle	Olson	Nebraska Project Director	Job Corps/CHP International
Amy	Ostermeyer	Human Resource Manager	Bryan LGH Health Systems
Jackie	Ostrowicki	Assistant VP, University Affairs	University of Nebraska
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 Manager	ResCare Workforce Services
Vicki	Rasmussen	Director	Client Assistance Program
Sheri	Robertson	Owner	Strategic Insurance Design
Jill	Schreck	Deputy Director, Economic Assistance	Health & Human Services
Vi	See	Executive Director	Community Action Partnership of Lancaster & Saunders Cty
Liz	Shotkoski	Recruiter	Gallup
Randy	Sterns	Director of Consulting	IBM
Gail	Sutter	Executive Director	Continuum EAP
Carol	Swigart	President	Hillaero Modification Center
Gary	Targoff	Assistant General Manager-Education	Nebraska Educational Telecommunications
Gerry	Tyler	President	First Edition Printing
Brittany	Urias	Employment Services Supervisor	Nebraska Department of Labor
Matthew	Wegener	President	ISoft Data Sytems, Inc.
Sue	White	HR Manager	IMSCORP
Laura	Williams	Benefits/Human Resources Coordinator	Tabitha, Inc.
Sherri	Wimes	Vice President, Human Resources	Ameritas Life Insurance Corp.

Greater Lincoln Youth Council Membership List

Tanner Andrews	Andy's Appliance Repair	WIB Member
Carol Andringa	Lincoln Public Schools	WIB Member, Local K-12
Nola Bennet	The HUB	Youth Service Agency
Beatty Brasch	Center for People in Need	Youth Service Agency
Donna Bristol	B&R Stores, Inc.	WIB Member
Corrine Forbes	Sounders County Youth Services	Youth Service Agency
Mark Hickson	Juvenile Probation	Youth Service Agency
Jessica James	Indian Center Inc.	WIB Member
Delonte Johnson	EF Johnson Technology	Former Participant
Joyce Lubbeck	Southeast Community College	Community College
Doug Marthaler	Lincoln Housing Authority	Public Housing
Sandy Myers	Parks & Rec Department	Youth Service Agency
Michelle Olson	CHP, Inc.	Job Corps
Amy Ortega	Nebraska Vocational Rehabilitation	Youth Service Agency
Alfred Pettinger	Community Action of Lancaster & Saunders Counties	Youth Service Agency
Sheri Robertson	Strategic Insurance Design	WIB Member
Liz Shotkoski	Gallup	WIB Member
Gary Targoff	Nebraska Educational Telecommunications	WIB Member
Amber Ward	IMSCORP	Former Participant
Cindy Ward		Parent of Former Participant
Larry Williams	Malone Community Center	Youth Service Agency

GL-Attachment W - WIA Grant Agreement with NDOL

AGREEMENT
Between
NEBRASKA DEPARTMENT OF LABOR
And
THE CITY OF LINCOLN

WIA Grant Agreement

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

WHEREAS, GRANTEE has 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, GRANTEE agrees to apply funds granted to the Lincoln Workforce Investment Area in accordance with federal laws, state statutes, state WIA policy, and this Agreement; and

WHEREAS, pursuant to §117(d)(3) of the WIA, GRANTEE is liable for any misuse of grant funds.

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 US Department of Labor reserve a royalty-free,

GL-Attachment W - WIA Grant Agreement with NDOL

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 four 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 Investment 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. 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 United States 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 are WIA local area formula grant funds and special allocation of WIA statewide funds.

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

GL-Attachment W - WIA Grant Agreement with NDOL

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 WIA 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 29 C.F.R. §97 and the Nebraska Workforce Investment Act, *Neb. Rev. Stat.* §§48-1624 and 1625 (Cum. Supp. 2012).
- 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 Nebraska Workforce Investment Act 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 the federal WIA, regulations adopted pursuant to the WIA and State WIA Policy.
- D. **Accounting records.** GRANTEE shall maintain accounting records in accordance with 29 C.F.R. §97.20 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

GL-Attachment W - WIA Grant Agreement with NDOL

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, maintain 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 OMB Circular A-87 (as codified in 2 C.F.R. §225).
- 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.

GL-Attachment W - WIA Grant Agreement with NDOL

- 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 29 C.F.R. §97.43(c).

XIII. Assurances

GRANTEE shall comply with all assurances set forth in the Lincoln Workforce Investment Plan including the following elements: Access to Records, Administration; Fiscal Systems; Audit Resolution File; Bonding, Cash Management; Compliance with *Neb. Rev. Stat. §§4-108 through 4-114*, Lawful Presence in the U.S; Compliance with WIA; Confidentiality; Consultation; Demand Occupations; Disabilities; Expending Funds; Governor's Grant Procedures; General Administrative Requirements; and Assurances and Certifications for Non-construction Programs. (A copy of the Assurances is attached hereto as *Attachment #1* and incorporated herein by reference as if set forth at length.)

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 direction from an authorized representative.

XV. Assignability

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

XVI. EEO / ADA / Drug Free Workplace Provisions

GRANTEE acknowledge and agree that this Agreement must be operated in compliance with civil rights laws and statutes, and any implementing regulations, and warrants and assures that:

- A. GRANTEE comply, as applicable to them, with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Nebraska Fair Employment Practice Act, the Workforce Investment Act of 1998 (29 C.F.R. §37) and its implementing regulations, and state WIA policies, including those pertaining to reporting and union organizing [WIA §181(b)(7), 20 C.F.R. §663.730].
- B. No person shall be discriminated against by GRANTEE on the basis of race, color, religion, sex, national origin, age, political affiliation or belief, or status as a qualified person with a disability.
- C. 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 WIA Title I financially-assisted program or activity.
- D. No person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity by GRANTEE for which he/she receives federal financial assistance.

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- E. **State Energy Conservation Plan.** GRANTEE recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163). GRANTEE agrees to compliance with all applicable standards, orders, or requirements issued under §306 of the Clean Air Act [42 U.S.C. 1857(h)], §508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations pertaining to contracts, subcontracts, and subgrants in excess of \$100,000 (40 C.F.R. §15).
- F. GRANTEE shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.
- G. **Labor Standard Provisions.** GRANTEE agree to adhere to the Davis-Bacon Act and the Contract Work Hours & Safety Standards Act (29 C.F.R. §103 and §107), as supplemented by US Department of Labor regulations.
- H. **Executive Order 11375.** GRANTEE agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 (October 13, 1967) and as supplemented in US Department of Labor regulations for construction contracts in excess of \$10,000 (41 C.F.R. §60).

XVII. Merger

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

XVIII. 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.

XIX. 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.

XX. 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.

GL-Attachment W - WIA Grant Agreement with NDOL

XXI. 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.

XXII. 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) 471-1932 E-Mail: joan.modrell@nebraska.gov
GRANTEE (City of Lincoln):	
David Landis, City Attorney 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.

XXIII. Public Record Statement

This document is a public record.

XXIV. 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.

GL-Attachment W - WIA Grant Agreement with NDOL

XXV. Term of Agreement

This Agreement is effective from July 1, 2012 through June 30, 2016.

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.

2.27.14
Date

Catherine D. Lang
CATHERINE D. LANG, Commissioner of Labor
Nebraska Department of Labor
(GRANTOR)

3-11-14
Date

Chris Beutler
CHRIS BEUTLER, Mayor
City of Lincoln
(GRANTEE)

REVIEWED AND APPROVED:

Debbie Kay Ward
DEBBIE KAY WARD, Contoller
Nebraska Department of Labor

2-6-14
Date

Joan Modrell
JOAN MODRELL, E&T Director
Nebraska Department of Labor

2/10/14
Date

John H. Albin
JOHN H. ALBIN, Agency Legal Counsel
Nebraska Department of Labor

2/27/14
Date

Margaret Blatchford
MARGARET BLATCHFORD, City Attorney
City of Lincoln, Nebraska

3/6/2014
Date

Attachment:

- #1 - Lincoln Workforce Investment Plan, Attachment A, "Assurances"

GL-Attachment W - WIA Grant Agreement with NDOL

Attachment A

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 the local area and all of its subrecipients will abide by the following requirements:

Access to Records - The Grantee assures that 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 relating to the administration of the grant funds.

Administration and Fiscal Systems - The Grantee assures that it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds. This includes a financial management system that satisfactorily accounts for and documents the receipt and disbursement of all WIA funds including information pertaining to subgrants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls are in place to safeguard assets and assure 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 - 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 - All persons and/or subrecipients who are authorized to receive or deposit WIA funds, or to issue financial documents, checks, or other instruments of payment for WIA program costs, will be bonded in accordance with federal and state regulatory requirements for protection against loss.

Cash Management - No excess cash will be kept on hand, and that procedures exist for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements.

Compliance with LB 403 Lawful Presence in the U.S. - 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 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. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves that the Contractor is

GL-Attachment W - WIA Grant Agreement with NDOL

or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services Website at www.das.state.ne.us. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide 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. The Contractor understands and agrees that lawful presence in the U.S. is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIA - The Grantee assures that it will fully comply with the requirements of PL 105-220, the Workforce Investment Act of 1998, and all Federal regulations pursuant to the Act.

Confidentiality – The Grantee assures that it will comply with the confidentiality requirements of section 136(f)(3).

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

Demand Occupations - WIA training shall be provided only for those occupations for which there is a demand in the area served, or in another area to which the customer, is willing to relocate.

Disabilities - The Grantee assures that it will comply with Section 504 of the Rehabilitation Act of 1973 and the American's with Disabilities Act of 1990.

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

Governor's Grant Procedures - The Grantee assures that it will comply with the grant procedures prescribed by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will be provided by the Governor and will specify the required terms, conditions, assurances, and certifications, including, but not limited to, the following:

General Administrative Requirements:

29 CFR part 97 – Uniform Administrative Requirements for State and Local Governments (as amended by the Act).

29 CFR part 96 (as amended by OMB Circular A-133) – Single Audit Act.

OMB Circular A-87 - Cost Principles (as amended by the Act).

Assurances and Certifications:

SF 424 B - Assurances for Non-construction Programs

GL-Attachment W - WIA Grant Agreement with NDOL

29 CFR part 37 – Nondiscrimination and Equal Opportunity Assurance (and regulation) 29 CFR § 37.20.

CFR part 93 - Certification Regarding Lobbying (and regulation).

29 CFR part 98 - Drug Free Workplace and Debarment and Suspension Certifications (and regulation).

Special Clauses/Provisions:

Other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.

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

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

Nondiscrimination - The Grantee assures that it will comply with the nondiscrimination and equal opportunity provisions of Section 188 and its implementing regulations at 29 CFR Part 37, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and maintain data necessary to show compliance.

Regional Planning - The WIB will participate in regional planning.

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

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

Retention of Records - The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of three years. If prior to the expiration of the 3-year retention period, any litigation or an audit has begun, the records, books of account, and documents relating to the grant agreement will be retained until the litigation is complete and audit findings are resolved.

Salary and Bonus Limitation – The Grantee assures that none of the funds appropriated in Public Law 109-149 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 subrecipient of such funds to pay the salary and bonuses

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of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133.

Sunshine Provision - The local WIB assures that the public, including individuals with disabilities, has access to local WIB meetings and information regarding local WIB activities, including membership and meeting minutes.

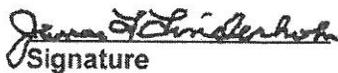
Uniform Administrative Requirements - The Grantee assures that it will establish, in accordance with Section 184 of the Workforce Investment Act, procedures that ensure compliance with the uniform administrative requirements for grants and agreements applicable to the type of entity receiving funds.

Union Organizing – The Grantee assures that no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing.

Veterans – The Grantee assures that it will comply with the veterans' priority provisions established in the Jobs for Veterans Act.

Local WIB CHAIRPERSON

LOCAL CHIEF ELECTED OFFICIAL


Signature

3/5/12
Date


Signature

Date