Assurances

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

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

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

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

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

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

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

Compliance with Nebraska Revised Statutes § § 4-108 through 4-112 and 48-114 – The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in Neb. Rev. Stat. § 4-114, to

determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services at www.das.state.ne.us. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to § § 4-111 and 4-112, if the Contractor has applied for public benefits, as defined in § 48-108. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIOA – The Grantee assures that it will fully comply with the requirements of the Workforce Innovation and Opportunity Act.

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

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

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

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

General Administrative Requirements:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
  - Standard Form 424 B – Assurances - Non-Construction Programs.
  - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
  - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
  - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.

- 29 CFR Part 93 – New Restrictions on Lobbying.
- 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions.
- 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Drug Free Workplace (Financial Assistance).

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

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

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

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

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

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

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

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

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

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

Responsibility Matters – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of

interest, lobbying, kickbacks, drug-free, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

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

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

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

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

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

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

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

Local WDB Chairperson		**Local Chief Elected Official**	
	5/19/15		5-26-15
Signature	**Date**	**Signature**	**Date**

GL Attachment B

BUDGET, PARTICIPANT, AND EXIT SUMMARY – Adult

Program Area Adults (Training Funds - 90%) **Issuance No.** 14-07

Program Period 07/01/15 To 06/30/16

I. Funds Available	1. Carry In Funds	2. PY Funds (July – Sept.)	3. FY Funds (Oct – June)	Additional and/or Transferred Funds 4. Name/Year Effective Date	5. Total Available Funds
A. Program (90%)	134188	24402	267575		426165
B. Additional/Transfer					
C. Additional/Transfer					
D. Additional/Transfer					
E. Admin Funds for Program					
E. Total Funds	**134188**	**24402**	**267575**		**426165**

II. Projected Costs					
A. Participant Costs	82886.56	15129.24	134568.20		232584
B. Staff Costs	46790.80	8540.70	75632.50		130964
C. Operational Costs	4010.64	732.06	3859.30		8602
D. Equipment Costs	500.00				500
E. Incumbent Worker					
F. Transitional Jobs					
G. Pay for Performance					
H. Total Projected	**134188**	**24402**	**214060**		**372650**

III. Projected Carry-In (to next Program Year)			53515		53515

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 (A-D of Projected)					
B. Incumbent Worker					
C. Transitional Jobs					
D. Pay for Performance					

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	26				**26**	10
B. New Enrollees	10	15	15	12	**52**	36

VI. Exits

A. Planned Exits	6	8	5	7	**26**
B. Entered Employment	6	7	5	6	**24**

Projected Cost per Participant **4778**
For Current Year

Actual Cost per Participant _____
For Previous Year

GL Attachment C

BUDGET, PARTICIPANT, AND EXIT SUMMARY – DLW

Program Area DLW (Training Funds - 90%) **Issuance No.** 14-07

Program Period 07/01/15 To 06/30/16

I. Funds Available	1. Carry In Funds	2. PY Funds (July – Sept.)	3. FY Funds (Oct – June)	Additional and/or Transferred Funds 4. Name/Year Effective Date	5. Total Available Funds
A. Program (90%)	37823	29963	165134		232920
B. Additional/Transfer					
C. Additional/Transfer					
D. Additional/Transfer					
E. Admin Funds for Program					
E. Total Funds	**37823**	**29963**	**165134**		**232920**

II. Projected Costs					
A. Participant Costs	16422	13184	67486		97092
B. Staff Costs	19034	15281	77490		111805
C. Operational Costs	1867	1498	10158		13523
D. Equipment Costs	500				500
E. Incumbent Worker					
F. Transitional Jobs					
G. Pay for Performance					
H. Total Projected	**37823**	**29963**	**155134**		**222920**

III. Projected Carry-In (to next Program Year)			10000		10000

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 (A-D of Projected Costs)					
B. Incumbent Worker					
C. Transitional Jobs					
D. Pay for Performance					

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	9				**9**	2
B. New Enrollees	3	10	8	4	**25**	21

VI. Exits

A. Planned Exits	2	4	4	1	**11**
B. Entered Employment	2	3	4	1	**10**

Projected Cost per Participant **6556**
For Current Year

Actual Cost per Participant _____
For Previous Year

Attachment D

BUDGET, PARTICIPANT, AND EXIT SUMMARY – Youth

Program Area Youth (90%) **Issuance No.** 14-07

Program Period 07/01/15 To 06/30/16

I. Funds Available	1. Carry In Funds	2. PY Funds	Additional Funds 3. Program/ Year Effective Date	4. Total Available Funds
A. Program (90%)	137802	424941		562743
B. Additional Funds				
C. Additional Funds				
D. Additional Funds				
E. Admin Funds for Program				
F. Total	137802	424941		562743

II. Projected Costs	1. Carry-In Funds	2. PY Funds	3. Program/ Year Effective Date	4. Total Costs
A. Out of School Youth (Minimum 75% of WIOA Funds)				
1. Participant Funds (non-Work Experience)	57892	172409		230301
2. Staff Costs (non-Work Experience)	27459	80339		107798
3. Operational Costs	2873	8412		11285
4. Equipment Costs	413	1208		1621
5. Participant (Work Experience)	14739	40224		54963
6. Staff Costs (Work Experience)	6865	20097		26962
B. In School Youth				
1. Participant Funds (non-Work Experience)	12001	35192		47193
2. Staff Costs (non-Work Experience)	6995	20478		27473
3. Operational Costs	1718	5031		6749
4. Equipment Costs	98	287		385
5. Participant (Work Experience)	5000	14577		19577
6. Staff Costs (Work Experience)	1749	5120		6869
C. **Pay for Performance**				

III. Projected Carry-In Funds (to next Program Year)				
		21518		21518

IV. Actual Expenditures

	1. 1st Qtr (July-Sept.)	2. 2nd Qtr (Oct.-Dec.)	3. 3rd Qtr (Jan.-Mar.)	4. 4th Qtr (April-June)	5. Cumulative Total
A. Out of School (except work experience)					
B. In School (except work experience)					
C. Work Experience					
D. Total Expenditures					

V. Participants

	1. 1st Qtr (July-Sept.)	2. 2nd Qtr (Oct.-Dec.)	3. 3rd Qtr (Jan.-Mar.)	4. 4th Qtr (April-June)	5. Cumulative Totals
A. Prior Year Carry-In	10				**10**
B. New Enrollees	12	12	15	11	**50**
1. Low Income/ Econ. Disadvantaged	12	10	13	6	
2. High School Dropouts/ No GED	10	8	10	6	
3. Unemployed	8	10	10	6	
4. English Language Learner	1	0	0	1	
5. Basic Skills Deficient	9	10	10	6	
6. Out of School	8	10	14	10	
7. In School	4	2	1	1	

VI. Exits

A. Exits (WIA Measures Still in Effect until PY16)	8	4	5	2	**19**
1. Placement in Empl. / Educ.	7	4	4	2	**17**
2. Attain Degree / Certificate	6	4	3	1	**14**
3. Literacy/Numeracy Gains	2	1	2	0	**5**

Projected Cost per Participant **9020**
For Current Year

Actual Cost per Participant _____
For Previous Year

GL Attachment E

BUDGET SUMMARY – Administration

Program Area Administration (10%) **Issuance No.** 14-07

Program Period 07/01/15 To 06/30/16

I. Funds Available	1. Carry In Funds	2. PY Funds (July – Sept.)	3. FY Funds (Oct – June)	Other Funds 4. Source	5. Total Available Funds
A. Adult	10020	2711	29731		42462
B. DLW		3329	18348		21677
C. Youth		47216			47216
D. Total Funds	**10020**	**53256**	**48079**		**111355**

II. Projected Costs					
A. Staff Costs	8818	46865	22471		78154
B. Overhead Costs	1202	6391	15475		23068
C. Transfer to Program					
D. Total Projected	**10020**	**53256**	**37946**		**101222**

III. Projected Carry-In (to next Program Year)			10133		10133

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					

GL Attachment F – List of Attachments

Attachment A – Assurances
New signed Assurances

Attachments B-E – Budget, Participant, and Exit Summary Attachments and Instructions
New for PY15/FY16 WIOA funds

Attachment F – List of Required Attachments to the Local Area Plan
New per May 18, 2015 Change 1 of Preliminary Policy on Local Plan Modifications and Revisions

Attachment G – Local Area Participant Appeals Procedure
Updated to comply with WIOA Section 181(c)

Attachment H – CEO Agreement
Current Agreement executed in March 2014 and in effect through June 30, 2017

Attachment I – CEO/WDB Agreement
Updated to comply with WIOA requirements and in effect through June 30, 2017

Attachment J – Local Area Complaint & Grievance Procedure
Updated as appropriate to refer to WIOA Section 181(c)

Attachment K – Local Area Customized Training Policy and/or Procedure
Updated to comply with WIOA section 134 and other applicable requirements of the Act

Attachment L – Local Area Equal Opportunity Policy Statement
Updated to refer to WIOA

Attachment M – Local Area Individual Training Account
Updated to comply with section 134 of WIOA

Attachment N – Memorandums of Understanding
Umbrella MOU with A and B Attachments (Attachment M of 2014 Plan) are in effect through June 30, 2017. These will be updated to comply with WIOA requirements and NDOL Preliminary Policy on the Memorandum of Understanding

Attachment O – Local Area On-The-Job Training Policy and/or Procedure
Updated to comply with reimbursement provisions found at section 134(c)(3)(H) of WIOA and any other applicable requirements of the Act

Attachment P – Proof of Publication of the Public Notice
New proof of publication

Attachment Q – Public Comments on Plan
Available to add comments on the “transitional” plan should any be received

Attachment R – Local Area Rapid Response Procedure
Updated as appropriate to refer to WIOA

Attachment S – Signature Sheet
Updated to refer to WIOA and in effect through June 30, 2017

Attachment T – Local Area Supportive Services Policy
Updated to comply with section 107(d)(5) WIOA and other applicable requirements of the Act

Attachment U – WDB By-Laws
Updated to comply with WIOA section 107 and other applicable requirements of the Act

Attachment V – WDB Membership List
Updated to comply with WIOA section 107 and other applicable requirements of the Act

Attachment W – Standing Committee List
Updated to comply with WIOA

Attachment X – WIOA Grant Agreement with NDOL (Greater Lincoln and Greater Omaha) or One-Stop Certification Process (Greater Nebraska)
Updated by NDOL to comply with WIOA requirements; City of Lincoln signatures in place

GL Attachment G --
Local Area Participant Appeals Procedures

1. Purpose. The following procedure describes the process by which participants and other interested parties may file a grievance or complaint alleging a violation of the requirements under Title I of the Workforce Innovation and Opportunity Act. These procedures have been established in conformance with Sections 181(c) of the Workforce Innovation and Opportunity Act. To get a copy of the Act, refer to the U.S. Department of Labor website at: http://www.doleta.gov/wioa/. The grievance procedure applicable to Job Corps are set forth at 20 CFR 686.1050.

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 WIOA 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 WIOA 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 affected by the local Workforce Development System, including but not limited to program participants, contractors, subrecipients, WIOA staff, local area staff, one stop partners, service providers, One Stop Partner staff, applicants for program participation, labor unions, and community based organizations.

5. Filing Deadline. Non-criminal complaints should be filed as soon as possible and shall 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 WIOA, 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 complainants 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.
K. If the complainant is unable to provide a written statement, an alternative method of obtaining written documentation from the complainant shall be pursued, which may include assistance by agency staff or the local service provider.

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, a copy of the procedure may be obtained on the City website. 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. If there is a mutually satisfactory resolution form the informal discussion, the One Stop Operator should include documentation in the file stating the issues and the resolution. The matter would then be considered closed.

B. If the complaint is not resolved through informal discussion, the complainant can choose to formally file a written complaint with the One Stop Operator.

C. The One Stop Operator will formally acknowledge its receipt of a complaint within 5 days of receipt by a written acknowledgment. The acknowledgment 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 complainant'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 a Hearing Committee of the Greater Lincoln Workforce Development Board designated by the Chairperson (hereinafter referred to as Committee) or by a hearing officer as designated by the Committee. The Committee shall have a minimum of 3 members for the hearing.

G. The hearing will be arranged within 5 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 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 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 by the One Stop Operator. The decision will include:
   1. Statement of issues.
   2. 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 Committee's decision within 5 days after receiving the decision 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 Committee's decision is not satisfactory or a hearing and decision have not been provided within 60 days of receipt of the formal complaint. The appeal for review must be filed within 10 days of receipt of the adverse determination or, if no determination is made within 60 days, then at any time prior to the receipt of a determination from the local level. State staff will review and/or investigate, provide opportunity for hearing, and the hearing officer will issue a decision within 60 days of the appeal to the State. A complainant may withdraw his or her appeal at any time prior to the hearing. The decision is final unless appealed to the Federal Secretary of Labor. The State Department of Labor has issued a process for this appeal and may be contacted at Nebraska Department of Labor, Office of Employment and Training, 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 days of receipt of the request for appeal of a local level complaint or a decision has been reached and the party to which such decision is adverse wants to appeal. All appeals to the Secretary must be submitted by certified mail, return receipt requested to: Secretary, U.S. Department of Labor, Washington, D.C. 20210, Attention: ASET. A copy of the appeal must be simultaneously provided to the opposing party and to Region V Administrator, U.S. Department of Labor, Employment and Training Administration, 230 S. Dearborn Street, Chicago, Illinois, 60604. Appeals where the party is adverse to the decision must be filed within 60 days of receipt of the decision being appealed. Appeals where a decision was not reached must be filed within 120 days of the filing of the grievance with the State or appeal of a local grievance.

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 equal opportunity and discrimination charges or complaints are to be handled separately and 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.

12. Complaints Related to Conditions of Employment.

A. Employees of the local areas and subcontractors shall submit and resolve complaints through local employer procedures.

B. Each recipient of WIOA funds which is an employer of WIOA participants shall continue to operate or establish and maintain a grievance procedure of their own or use the one established by the state or local area and shall inform WIOA participants of the grievance procedure they are to follow when the participant begins employment.

C. Employers, including private for-profit employers of WIOA participants may operate their own grievance system or use the one established by the state or local area and shall inform WIOA participants of the grievance procedure they are to follow when the participant begins employment.

D. A complainant may appeal/submit a complaint if any of the following conditions exist:
   1. The employing agency does not operate a complaint system; or
   2. The employing agency operates a complaint system but the procedures are not followed; or
   3. The complaint alleges a violation of Federal or State rules and regulations.

E. When the grievance alleges a violation of Section 181(b) of the Act and the grievance procedures have been exhausted or the 60 day time period has elapsed without a decision, either party to such procedure may submit the grievance to the Secretary. The Secretary shall investigate the allegations and make a determination as to whether a violation under Section 181(b) has occurred. If a modification or reversal of the decision issued pursuant to the recipient's grievance procedure is warranted, or the 60 day time period has elapsed without a decision, the Secretary may modify or reverse the decision, or issue a decision if no decision has been issued, after an opportunity for a hearing. If the Secretary determines that the decision issued pursuant to the grievance procedure is appropriate, the determination shall become the final decision of the Secretary.

13. Violations of the Relocation Provisions in Section 181(d) of the Act. When the grievance alleges violation of the relocation provisions in Section 181(d) of the Act, the grievance may be submitted to the Secretary for investigation to determine whether the State or local area is in compliance with the Act. If the Secretary determines that a violation of the relocation prohibitions has occurred, either by a State or an entity to which a State provided funds, the Secretary shall require the State to repay to the United States an amount equal to the amount expended in violation.

14. Complaint records must be retained by the One Stop Operator for a minimum of three years following resolution of the complaint. The One Stop Operator will maintain a Complaint Log that records all complaints, oral and written, and will provide this log upon request to the Greater Lincoln Workforce Development Board and to the State Program Monitor.

GL Attachment H -- CEO Agreement

CITY OF LINCOLN - LANCASTER COUNTY - SAUNDERS COUNTY

Local Workforce Investment Area Interlocal Agreement

THIS AGREEMENT is entered into this 17th day of March, 2014, 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 ~~or~~ of Tgm 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 Local Service Area (Greater Lincoln) in the City of Lincoln, Lancaster County, and Saunders County has previously been designated by the state of Nebraska as a service delivery area under the Workforce Investment Act, P.L. 105-220 (WIA) and the Mayor of the City of Lincoln has performed the functions of the"appropriate chief elected official" under 1998, P.L. 105-220 (WIA); 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 to perform the obligations of WIA and assume some of the responsibilities formerly provided under JTPA; and

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 Lincoln, Lancaster County and Saunders County to enter into an agreement 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, WIA § 116, 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:

(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 post secondary 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.

(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 may 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 the City of Lincoln shall bear sole liability for misuse of grant funds pursuant to WIA. The Mayor shall have authority to approve or deny applications for funds for the local system and 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 WIA. The Mayor shall not approve the local plan until said plan has been provided for review and comment to 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 pursuant to state policy.

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 of Lincoln, 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.

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, acquired, held or disposed of for the local system shall be considered as property of the City of Lincoln unless provided otherwise in the local plan. Disposition of all records of the local system shall be made pursuant to law.

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-88142,
adopted March 17, 2014.

Approved as to form this ____ day of
_____, 2014.

Margaret Blatchford
Assistant City Attorney

CITY OF LINCOLN, NEBRASKA

By: _____
Chris Beutler, Mayor

APPROVED BY THE LANCASTER COUNTY BOARD by ~~Resolution~~ Contract No. C-14-0190, adopted April 15, 2014.

Approved as the form this 15 day of April, 2014.

Lancaster County Attorney

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

APPROVED BY THE SAUNDERS COUNTY BOARD by Resolution No. 19-2014, adopted May 6, 2014.

Approved as the form this 6 day of May, 2014.

Saunders County Attorney

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

GL Attachment I - CEO/WDB Agreement

GREATER LINCOLN WORKFORCE DEVELOPMENT 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 Workforce Development Board in regards to the implementation of the Workforce Innovation and Opportunity 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 107 (c)(1)(B)(i) of The Workforce Innovation and Opportunity Act (hereinafter referred to as the "Act"); and

WHEREAS, The CEO is the local grant recipient for the City of Lincoln as the political jurisdiction and shall be liable for any misuse of the grant funds under section 107 (d)(12)(B)(i)(I) of the Act and

WHEREAS, the CEO is the appointing authority for the Greater Lincoln Workforce Development Board under Section 107 (c)(1)(B) of said Act; and

WHEREAS, it is the responsibility of the Greater Lincoln Workforce Development Board, hereinafter referred to as "GLWDB", to develop the local workforce innovation and opportunity 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 GLWDB may enter into an agreement describing the respective roles and responsibilities of the parties under 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 Innovation and Opportunity 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 GLWDB 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 GLWDB.
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 GLWDB 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.
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 innovation and opportunity system on behalf of the GLWDB.The Budget shall be approved by the GLWDB.

AUTHORITY AND RESPONSIBILITIES OF THE GLWDB

1. Develop and submit a local plan to the Governor with the approval of the CEO.
2. Analyze economic conditions and needed workforce skills for the region and conduct other research as needed relating to workforce needs of the region.
3. Lead efforts to engage with a diverse range of employers to promote business representation and develop linkages to support utilization of the workforce development system.
4. Lead efforts to develop and implement career pathways in the local area.
5. Identify strategies for meeting the needs of employers and workers and jobseekers in the local area and use technology to maximize the accessibility and effectiveness of the system.
6. With the agreement of the CEO, designate and certify one-stop operators and terminate for cause the eligibility of such operators as provided in the Act.
7. Elect eligible providers of youth workforce investment activities by awarding grants or contracts on a competitive basis based on the recommendations of the youth standing committee with the approval of the CEO and conduct oversight with respect to the providers and may terminate for cause the eligibility of such providers.
8. Identify eligible providers of training services for adults and dislocated workers.
9. Identify eligible providers of career services by awarding contracts with the approval of the CEO, if not provided by the one stop operator.
10. Develop a budget for the activities of the local board in the local area consistent with the local plan subject to the approval of the CEO.
11. Approve the budget for the local workforce development 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.
12. May conduct oversight of local programs of youth workforce activities and local employment and training activities for adults and the one-stop delivery system in the local area in partnership with the CEO.
13. Negotiate and reach agreement on local performance measures with the agreement of the CEO.
14. Assist the Governor in developing the statewide employment statistics system.
15. Promote the participation of private sector employers in the workforce innovation and opportunity system and ensure connecting, brokering, and coaching activities through intermediaries such as the one-stop operator in the local area or through other organizations.
16. 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.
17. May utilize personnel services granted to the GLWDB from the Mayor's office, Urban Development Department, City Attorney and City Finance in carrying out the work of the Board.
18. Elect a chairperson for the local board and may designate standing and additional Committees.

AMENDMENT OF AGREEMENT

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 five days prior to consideration.

ENTIRE AGREEMENT

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

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

IN WITNESS THEREOF

Chair, GLWDB

Mayor Chris Beutler
Chief Elected Official

GL Attachment J -
Local Area Complaint & Grievance Procedure

1. Purpose. The following procedure describes the process by which participants and other interested parties may file a grievance or complaint alleging a violation of the requirements under Title I of the Workforce Innovation and Opportunity Act. These procedures have been established in conformance with Sections 181(c) of the Workforce Innovation and Opportunity Act. To get a copy of the Act, refer to the U.S. Department of Labor website at: http://www.doleta.gov/wioa/. The grievance procedure applicable to Job Corps are set forth at 20 CFR 686.1050.

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 WIOA 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 WIOA 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 affected by the local Workforce Development System, including but not limited to program participants, contractors, subrecipients, WIOA staff, local area staff, one stop partners, service providers, One Stop Partner staff, applicants for program participation, labor unions, and community based organizations.

5. Filing Deadline. Non-criminal complaints should be filed as soon as possible and shall 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 WIOA, 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 complainants 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.
K. If the complainant is unable to provide a written statement, an alternative method of obtaining written documentation from the complainant shall be pursued, which may include assistance by agency staff or the local service provider.

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, a copy of the procedure may be obtained on the City website. 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. If there is a mutually satisfactory resolution form the informal discussion, the One Stop Operator should include documentation in the file stating the issues and the resolution. The matter would then be considered closed.

B. If the complaint is not resolved through informal discussion, the complainant can choose to formally file a written complaint with the One Stop Operator.

C. The One Stop Operator will formally acknowledge its receipt of a complaint within 5 days of receipt by a written acknowledgment. The acknowledgment 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 complainant'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 a Hearing Committee of the Greater Lincoln Workforce Development Board designated by the Chairperson (hereinafter referred to as Committee) or by a hearing officer as designated by the Committee. The Committee shall have a minimum of 3 members for the hearing.

G. The hearing will be arranged within 5 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 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 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 by the One Stop Operator. The decision will include:

1. Statement of issues.
2. 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 Committee's decision within 5 days after receiving the decision 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 Committee's decision is not satisfactory or a hearing and decision have not been provided within 60 days of receipt of the formal complaint. The appeal for review must be filed within 10 days of receipt of the adverse determination or, if no determination is made within 60 days, then at any time prior to the receipt of a determination from the local level. State staff will review and/or investigate, provide opportunity for hearing, and the hearing officer will issue a decision within 60 days of the appeal to the State. A complainant may withdraw his or her appeal at any time prior to the hearing. The decision is final unless appealed to the Federal Secretary of Labor. The State Department of Labor has issued a process for this appeal and may be contacted at Nebraska Department of Labor, Office of Employment and Training, 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 days of receipt of the request for appeal of a local level complaint or a decision has been reached and the party to which such decision is adverse wants to appeal. All appeals to the Secretary must be submitted by certified mail, return receipt requested to: Secretary, U.S. Department of Labor, Washington, D.C. 20210, Attention: ASET. A copy of the appeal must be simultaneously provided to the opposing party and to Region V Administrator, U.S. Department of Labor, Employment and Training Administration, 230 S. Dearborn Street, Chicago, Illinois, 60604. Appeals where the party is adverse to the decision must be filed within 60 days of receipt of the decision being appealed. Appeals where a decision was not reached must be filed within 120 days of the filing of the grievance with the State or appeal of a local grievance.

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 equal opportunity and discrimination charges or complaints are to be handled separately and 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.

12. Complaints Related to Conditions of Employment.

A. Employees of the local areas and subcontractors shall submit and resolve complaints through local employer procedures.

B. Each recipient of WIOA funds which is an employer of WIOA participants shall continue to operate or establish and maintain a grievance procedure of their own or use the one established by the state or local area and shall inform WIOA participants of the grievance procedure they are to follow when the participant begins employment.

C. Employers, including private for-profit employers of WIOA participants may operate their own grievance system or use the one established by the state or local area and shall inform WIOA participants of the grievance procedure they are to follow when the participant begins employment.

D. A complainant may appeal/submit a complaint if any of the following conditions exist:
   1. The employing agency does not operate a complaint system; or
   2. The employing agency operates a complaint system but the procedures are not followed; or
   3. The complaint alleges a violation of Federal or State rules and regulations.

E. When the grievance alleges a violation of Section 181(b) of the Act and the grievance procedures have been exhausted or the 60 day time period has elapsed without a decision, either party to such procedure may submit the grievance to the Secretary. The Secretary shall investigate the allegations and make a determination as to whether a violation under Section 181(b) has occurred. If a modification or reversal of the decision issued pursuant to the recipient's grievance procedure is warranted, or the 60 day time period has elapsed without a decision, the Secretary may modify or reverse the decision, or issue a decision if no decision has been issued, after an opportunity for a hearing. If the Secretary determines that the decision issued pursuant to the grievance procedure is appropriate, the determination shall become the final decision of the Secretary.

13. Violations of the Relocation Provisions in Section 181(d) of the Act. When the grievance alleges violation of the relocation provisions in Section 181(d) of the Act, the grievance may be submitted to the Secretary for investigation to determine whether the State or local area is in compliance with the Act. If the Secretary determines that a violation of the relocation prohibitions has occurred, either by a State or an entity to which a State provided funds, the Secretary shall require the State to repay to the United States an amount equal to the amount expended in violation.

14. Complaint records must be retained by the One Stop Operator for a minimum of three years following resolution of the complaint. The One Stop Operator will maintain a Complaint Log that records all complaints, oral and written, and will provide this log upon request to the Greater Lincoln Workforce Development Board and to the State Program Monitor.

GL Attachment K –
Local Area Customized Training Policy and/or Procedure

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 a significant share 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 WIOA 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 employee has been assessed as appropriate for Customized Training.

The training must meet the definition of Customized Training, and incorporate new technologies, processes, or procedures; skill upgrades; workplace literacy, or other appropriate purposes identified by the Board.

Use of Funds

Use of funds from the WIOA programs is an allowable activity to assist eligible WIOA 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 WIOA financial assistance is dependent on several factors, including but not limited to:

- Cost of Customized Training
- Financial needs of the individual

GL Attachment L –
Local Area Equal Opportunity Policy Statement

LOCAL AREA EQUAL OPPORTUNITY POLICY STATEMENT

Under Section 188 of the Workforce Innovation and Opportunity Act, the Act prohibits discrimination on the basis of race, color, national origin, sex, age, disability, religion, political affiliation or belief, participant status, and against certain non-citizens. This includes:

1. Prohibition of Discrimination regarding Participation, Benefits and Employment. No individual is to be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex (except as permitted under Title IX of the Education Amendments of 1972), national origin, age, disability or political affiliation or belief.

2. Prohibition Involving Facilities for Sectarian Instruction or Religious Worship. Participants shall not be employed under WIOA Title I to carry out the construction, operation or maintenance of any part of any facility that is used or is 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 the WIOA participants).

3. Prohibition on Discrimination on Basis of Participant Status. No person may discriminate against an individual who is a participant in a program or activity that receives funds under WIOA Title I with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.

4. Prohibition on Discrimination Against Certain Noncitizens. Participation in programs and activities or receiving funds under WIOA Title I shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

5. Verification. Greater Lincoln shall determine eligibility for WIOA benefits and will:

A. Have each applicant for WIOA services attest that he or she is a U.S. citizen or a qualified alien. This will be done using the format prescribed by the Nebraska Department of Administrative Services (DAS).

B. If the applicant indicates he or she is an alien, then his or her lawful presence in the United States will be verified using the SAVE (Systematic Alien Verification for Entitlements) Program operated by the U.S. Department of Homeland Security.

6. Prohibition of Discrimination on the Basis of Disability. Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. For the purpose of applying these prohibitions against discrimination on the basis of disability, programs and activities funded or otherwise financially assisted in whole or in part under WIOA are considered to be programs and activities receiving Federal financial assistance. A recipient is obligated to provide physical and programmatic accessibility and reasonable accommodation/modification in regard to the WIOA program, as required by section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 188 of WIOA. Financial assistance provided under Title I of WIOA may be used to meet this obligation.

7. Equal Opportunity Officer. Every recipient must designate an Equal Opportunity Officer (EO Officer). The City of Lincoln is the WIOA Title I recipient agency and has designated Kimberly Taylor Riley, Director of Equity and Diversity, City of Lincoln, 402-441-7624, as the EO Officer. The EO Officer is responsible for monitoring and investigating obligations under 29 CFR Part 37 and WIOA Title I obligations regarding nondiscrimination and equal opportunity.

8. Notice and Communication. As the recipient the City provides initial and continuing notice to registrants, applicants, participants and employees that it does not discriminate on any prohibited grounds as provided in 29 CFR 37.30. Alternative and appropriate formats will be provided to individuals with visual impairments and will be recorded in the participant's file. If a significant number of the population eligible to be served needs services in a language other than English to be effective, then the City will consider the scope of the program/activity and size of the population that needs services or information and take reasonable steps to provide services and information in appropriate languages. Auxiliary aids or services will be furnished where necessary.

9. Other Requirements. The Nebraska Department of Labor has issued a Preliminary Policy on Equal Opportunity and Nondiscrimination which the City of Lincoln as the local area recipient will follow. The policy includes:

A. Assurances for compliance with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of WIA, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, American with Disabilities Act, Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972. All as amended.

B. Assurances for a discussion with new participants and employees and/or the general publicof rights under the non discrimination and equal opportunity provisions of WIOA including the right to file a complaint of discrimination with the recipient or Civil Rights Center Director.

C. The provision of reasonable accommodation to qualified individuals with disabilities who are applicants, registrants, participants, or employees unless the accomodation would cause undue hardship.

D. A complaint procedure as outlined in the State's policy for any person who believes that he or she had been subjected to discrimination prohibited by WIOA or the regulations implenting the nondiscrimination provisions.

10. The City of Lincoln also follows Fair Employment Practices under Lincoln Municipal Code Chapter 11.08 as provided on the Attachment.

GL Attachment M –
Local Area Individual Training Account

Individual Training Accounts Policy

I. Individual Training Account Defined:

The Individual Training Account (ITA) is a payment agreement established on behalf of a participant with a training provider. The ITA is used to authorize expenditure of WIOA funds for training services for adults and dislocated workers provided by Eligible Training Providers selected in consultation with the case manager. ITAs authorize payment of training costs only for demand occupations as defined by the Board in the local area plan.

II. 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.
- ITAs for out-of-school youth, ages 18-24 are allowable when appropriate to enhance individual participant choice in their education and training plans and provide flexibility to service providers.

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.

III. Exceptions to ITA'S

Exceptions to the use of the Individual Training Account are for training provided through

a. on-the-job-training,
b. customized training
c. incumbent worker training, or
d. transitional employment
e. job training offered by a community based organization or private organization to serve special populations*
f. If the WDB 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.

IV. 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.

V. 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. WIOA 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.

VI. Coordinating WIOA 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.

VII. ITAs and Registered Apprenticeships

Registered apprenticeships automatically qualify to be on a State's eligibile training provider list (ETPL). ITAs can be used to support participants in:

a. Pre-apprenticeship training;
b. Training tuition for a registered apprenticeship program to the training provider;

c. Supportive services may be provided;
d. Needs-related payments may be provided; and
e. Work-based training options may be also used to support participants in registered apprenticeship programs.