

**MEMORANDUM OF UNDERSTANDING**  
**Pursuant to the Workforce Innovation and Opportunity Act of 2014**  
**For the Berlin, Fond du Lac, Menasha, Oshkosh, Waupaca & Wautoma Job Center(s)**  
**A Comprehensive Job Center(s)**

This Memorandum of Understanding (MOU) fulfills the Workforce Innovation and Opportunity Act requirements to document and reach agreement among State and other required parties for negotiating cost sharing, service access, service delivery and other matters required and essential to the establishment of the local one-stop delivery system. This MOU describes the commitment of the parties to provide integrated workforce services at the Berlin, Fond du Lac, Menasha, Oshkosh, Waupaca, and Wautoma Job Centers Job Center in WDA-4, Fox Valley Workforce Development Board.

## I. Parties

The parties to this Memorandum of Understanding (MOU) are:

<b>WIOA Required Party</b>	<b>Local MOU Party (Name, Signatory, Address, Phone, Email)</b>
Chief Elected Official	Alice Connors, Calumet County Board Chair 211 W. Main Street, Chilton, WI 53014 920-849-4185 Connors.alice@co.calumet.wi.us
Local Workforce Development Board	Anthony Snyder, CEO 1401 McMahon Dr, Suite 200, Neenah, WI 54956 920-720-5600 asnyder@fvwdb.com
WIOA Title I Adult WIOA Title I Youth WIOA Title I Dislocated Worker	Cynthia Kiesling, Executive Director, LETC WI State AFL-CIO, 2811 8 <sup>th</sup> St, Ste 30, Wisconsin Rapids, WI 54494 715-422-4716 cynkiesling@yahoo.com
WIOA Title I Job Corps	NA
WIOA Title I Migrant and Seasonal Farmworker programs	Jose Martinez, Vice President of Farmworker and Community Based Services UMOs 2701 South Chase Ave, Milwaukee, WI 53207 414-389-6006 Jose.martinez@umos.org
WIOA Title I Native American programs	NA
WIOA Title I YouthBuild	NA
WIOA Title II Adult Education and Family Literacy Act (AEFLA) program	Deb Heath, Associate VP-Regional Campuses, Division Administration, Fox Valley Technical College Oshkosh Riverside Campus, 150 N Campbell Rd. Oshkosh, WI 54902 920-232-6027 heath@fvtc.com  JoAnn Hall, Dean of Economics & Workforce Dev Moraine Park Technical College 235 N National Ave, Fond du Lac, WI 54935 920-924-3289 jhall@morainepark.edu
WIOA Title III Wagner-Peyser ES	Debra Warga, WDA4 District Director, Job Service, DWD, 1802 Appleton Rd, Menasha, WI 54952 920-968-6308

	Debra.warga@dwd.wisconsin.com
WIOA Title IV Vocational Rehabilitation program	Craig Wehner, FVWDA DVR Director, Vocational Rehabilitation 349 N Peters Ave, Fond du Lac, WI 54953 920-517-2595 Craig.wehner@dwd.wisconsin.gov
Senior Community Service Employment Program (Title V of Older Americans Act of 1965)	Anthony Snyder, CEO, FVWDB, 1401 McMahon Dr, Ste 200, Neenah, WI 54956 920-720-5600 asnyder@fvwdb.com (Fond du Lac, Green Lake, Winnebago)  Darice Hannon, SCSEP Coordinator, WISE Program, 201 W Walnut St, #204, Green Bay, WI 54303 920-469-8858 Darice.hannon@gwaar.org (Calumet)  Debbie Buckley, SCSEP Project Coordinator Senior Service of America Curative Connections, Inc. 2900 Curry Ln, Green Bay, WI 54311 920-293-3557 dbuckley@curativeconnections.org (Calumet, Waupaca, Winnebago)  Maureen Bryden, Program Coordinator, SER-National 258 S Main St, Fond du Lac, WI 54935 920-907-9898 mbryden@ser-national.org (Fond du Lac, Waushara)
Trade Adjustment Assistance (Trade Act of 1974)	Debra Warga, WDA 4 District Director, DWD, 1802 Appleton Rd, Menasha, WI 54952 920-968-6308 Debra.warga@dwd.wisconsin.com
Jobs for Veterans State Grants (Chapter 41 of Title 38)	Jessica Maple, Office of Veterans Services Employment & Training, DWD, 364 Grand Ave, Wausau, WI 54403 715-261-8718 Jessica.Maple@dwd.wisconsin.gov

Unemployment Compensation programs under state law	Jason Schunk, Director, Unemployment Insurance, DWD, P O Box 9001, Menomonee Falls, WI 53052 262-790-0603 Jason.schunk@dwd.wisconsin.gov
Reentry Employment Opportunities (REO) program (Second Chance Act of 2007)	NA
Career and technical education programs at post-secondary level, authorized under Carl D. Perkins Career and Technical Education Act of 2006	Deb Heath, Associate VP-Regional Campuses, Division Administration, Fox Valley Technical College, Oshkosh Riverside Campus, 150 N Campbell Rd. Oshkosh, WI 54902 920-232-6027 heath@fvtc.com  JoAnn Hall, Dean of Economics & Workforce Dev Moraine Park Technical College, 235 N National Ave, Fond du Lac, WI 54935 920-924-3289 jhall@morainepark.edu
Community Services Block Grant employment and training activities (Community Services Block Grant Act)	Michael Bonertz, Executive Director ADVOCAP INC, 19 W First St, Fond du Lac, WI 54935 920-922-7760 mikeb@advocap.org  Mary Patoka, Executive Director, CAP Services, 2900 Hoover Rd, Ste A, Stevens Point, WI 54481 715-343-7512 mpatoka@capmail.org
Department of Housing and Urban Development (HUD) employment and training programs	NA

The information above shall be updated as needed by giving written notice to all parties.

## **II. Legal Authority**

The parties shall comply with all applicable Federal and State laws and regulations, and local laws to the extent that they are not in conflict with Federal or State requirements.

This MOU and its attachments have been created pursuant to the Workforce Innovation and Opportunity Act (WIOA); Joint Rule for Unified and Combined State Plans, Performance Accountability, and One-Stop System Join Provisions: Final Rule; TEGL 16-16, One-Stop Operations Guidance for the American Job Center Network; TEGL 17-16, Infrastructure Funding of the One-Stop Delivery System; and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

The parties to this MOU agree to abide by the Wisconsin State Open Records Law, Wis. Stat. §§ 19.31 – 19.39.

The parties to this MOU agree to abide by confidentiality provisions in 20 CFR part 603, 45 CFR Section 205.50, 20 USC 1232g, 34 CFR part 99, 34 CFR 361.38, FERPA, and any other applicable Federal and State privacy laws and regulations.

The parties to this MOU shall not discriminate in their programs and activities as prohibited by Section 188 of WIOA (29 U.S.C. § 3248) and its implementing regulations found at 29 CFR Part 38; the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), and title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

This MOU will be construed, interpreted, and enforced according to the laws of the State of Wisconsin.

### III. Location(s)

This MOU covers service delivery and related costs associated with the following one-stop center(s):

Job Center Name	Job Center Type (Comprehensive, Affiliate, or Other)	Job Center Manager's Name and Title	Job Center Street Address	Job Center Street City and Zip	Job Center Phone Number	Job Center Days and Hours of Operation	Job Center Website Address
Berlin	Affiliate	Anthony Snyder CEO	237 Broadway St, Suite C	Berlin WI 54923	920-361- 3400	Mon & Tue 8 - 4 Thur 8 - 12	<a href="https://foxvalleyjobcenters.com/locations/berlin/">https://foxvalleyjobcenters.com/locations/berlin/</a>
Fond du Lac	Comprehensive	Anthony Snyder CEO	349 N Peters Ave	Fond du Lac, WI 54935	920-929- 2921	Mon - Friday 8 - 4:30	<a href="https://foxvalleyjobcenters.com/locations/fond-du-lac/">https://foxvalleyjobcenters.com/locations/fond-du-lac/</a>
Menasha	Comprehensive	Anthony Snyder CEO	1802 Appleton Rd	Menasha, WI 54952	920-997- 3272	Mon - Friday 8 - 4:30	<a href="https://foxvalleyjobcenters.com/locations/menasha/">https://foxvalleyjobcenters.com/locations/menasha/</a>
Oshkosh – Closed as of 10/1/19	Comprehensive	Anthony Snyder CEO	219 Washington Ave	Oshkosh, WI 54901	920-232- 6273	Mon - Friday 8 - 4	<a href="https://foxvalleyjobcenters.com/locations/oshkosh/">https://foxvalleyjobcenters.com/locations/oshkosh/</a>
Waupaca	Affiliate	Anthony Snyder CEO	1979 Godfrey Dr, PO Box 467	Waupaca, WI 54981	715-258- 8832	Mon & Thur 8- 4 Tue 8-12	<a href="https://foxvalleyjobcenters.com/locations/waupaca/">https://foxvalleyjobcenters.com/locations/waupaca/</a>
Wautoma	Affiliate	Anthony Snyder CEO	556 S Cambridge St	Wautoma, WI 54982	920-787- 3338	Mon - Friday 8 - 4	<a href="https://foxvalleyjobcenters.com/locations/wautoma/">https://foxvalleyjobcenters.com/locations/wautoma/</a>

#### IV. Services

A summary of services and employment, training and business activities for the [Job Center] is found in the tables below. Codes:

O = onsite

SR = service by referral

IT = information provided by trained staff

Basic Career Services	Eligibility det. for I-B programs	Job center outreach, intake, and orientation	Initial assessment of skill levels, aptitudes, abilities, support needs	Labor exchange services	Referrals to and coord. with other programs and services	Provision of workforce and LMI data	Provision of information on ETP performance and program costs	Provision of local performance measures and job center performance	Info and referrals to supportive services	Provision of info and assistance on filing UI claims	Assistance est. eligibility for financial aid for training /education not provided under WIOA
Title I Adult	O	O, SR	O	O	O	O	O	O	O	O	O, SR
Title I Youth	O	O, SR	O	O	O	O	O	O	O	O	O, SR
Title I DW	O	O, SR	O	O	O	O	O	O	O	O	O, SR
Job Corps											
MSF	SR	O, SR, IT	O, SR, IT	O, SR, IT	O, SR, IT	O, SR, IT	SR	SR	O, SR, IT	O, SR, IT	O, SR, IT
YouthBuild											
Title II	SR	O,SR, IT	O,SR, IT	O,SR, IT	O,SR, IT	O,SR, IT	SR	SR	SR	SR	SR
Title III	SR	O, SR, IT	O, SR, IT	O, SR, IT	O, SR, IT	O, SR, IT	SR	IT	O, SR, IT	O, SR, IT	O, SR, IT
Title IV	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
SCSEP	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
TAA	SR	O, SR, IT	O, SR, IT	O, SR, IT	O, SR, IT	O, SR, IT	O, IT	IT	O, SR, IT	O, SR, IT	O, SR, IT
UI	SR	SR	SR	SR	O, IT	SR	SR	SR	O, IT	O, IT	SR
REO											
Perkins	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
CSBG	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
HUD											
JVSG/OVES	SR,IT	O,IT	O,IT	O,SR	IT,O	IT,O	SR	SR	IT,O	SR	O,SR,IT

Per 652.207(b)(4), the labor exchange services provided under the Wagner-Peyser Act in the local area are as follows: Instruction on accessing JobCenterofWisconsin.com-State's official Labor Market Exchange, Job Searching Skills & Other Activities, Onsite Recruitments & Other Business Services activities, Labor Market Data, Outreach Activities to Targeted Job Seekers & Barrired Populations.

<b>Individualized Career Services</b>	Comp. and spec. assessments of skill levels and service needs of A, DW	IEP devel.	Group counsel	Indiv. counsel	Career planning	ST pre-voc. services	Internships and WEX	Workforce prep. activities	Financial literacy services	Out of area job search assistance and relocation	Eng. lang. acquisition and integrate ed. and training progs.	Follow-up to A, DW
Title I Adult	O	O	SR	O, SR	O	O	SR	O	SR	OS	SR	O
Title I Youth	O	O	SR	O, SR	O	O	O	O	SR	OS	SR	O
Title I DW	O	O	SR	O, SR	O	O	SR	O	SR	OS	SR	O
Job Corps												
MSF	SR	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT	SR	SR	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT
YouthBuild												
Title II	SR	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT	SR	SR	SR	SR	SR	SR
Title III	SR	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT	SR	IT	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT
Title IV	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
SCSEP	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
TAA	SR	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT	O,IT	IT	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT
UI	SR	SR	SR	SR	O,IT	SR	SR	SR	O,IT	O,IT	O,IT	SR
REO												
Perkins	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
CSBG	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
HUD												
JVSG/OVES	SR,IT	O, IT	O,IT	O,SR	O, IT	O,IT	SR	SR	SR	O, IT	SR	O,IT,SR



<b>Training Services</b>	Occ. Skills training	OJT	Incumbent worker training	Progs. Combining workplace training with related instruction	Training operated by private sector	Skill upgrading and retraining	Entrepreneurial training	Transitional jobs	Job readiness training provided in combo. With services in this section	Adult ed. And literacy activities, incl. ELL	Customized training
Title I Adult	O	O	SR	SR	SR	SR,O	SR	SR	SR,O	SR	SR
Title I Youth	O	O,SR	SR	O	SR	SR, O	SR	SR	SR,O	SR	SR
Title I DW	O	O	SR	SR	SR	SR,O	SR	SR	SR,O	SR	SR
Job Corps											
MSF	SR	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT	SR	SR	O,SR,IT	O,SR,IT	O,SR,IT
YouthBuild											
Title II	SR	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT	SR	SR	SR	SR	SR
Title III	SR	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT	SR	IT	O,SR, IT	O,SR,IT	O,SR,IT
Title IV	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
SCSEP	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
TAA	SR	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT	O,IT	IT	O,SR,IT	O,SR,IT	O,SR,IT
UI	SR	SR	SR	SR	O,IT	SR	SR	SR	O,IT	O,IT	SR
REO											
Perkins	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
CSBG	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
HUD											
JVSG/OVES	SR,IT	O,IT	O,IT	O,SR	IT,O	IT,O	SR	SR	IT,O	SR	O,SR,IT

<b>Business Services</b>	Labor exchange activities	LMI	Develop, convene or implement industry or sector partnerships	Customized business services: <a href="#">Click or tap here to enter text.</a>
Title I Adult	O	O	O	O
Title I Youth	O	O	O	O
Title I DW	O	O	O	O
Job Corps				
MSF	O,SR, IT	O,SR, IT	O,SR,IT	O,SR,IT
YouthBuild				
Title II	O,SR,IT	O,SR,IT	O,SR,IT	O,SR,IT
Title III	O,SR, IT	O,SR, IT	O,SR, IT	O,SR,IT
Title IV	SR	SR	SR	SR
SCSEP	SR	SR	SR	SR
TAA	O,SR, IT	O,SR, IT	O,SR,IT	O,SR,IT
UI	SR	SR	SR	SR
REO				
Perkins	SR	SR	SR	SR
CSBG	SR	SR	SR	SR
HUD				
JVSG/OVES	O,IT	IT	IT	IT

## V. Access

One of the primary purposes of WIOA is to increase, particularly for those individuals with barriers to employment, access to and opportunities for the employment, education, training and support services they need to succeed in the labor market. The needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, will be addressed in the following ways.

- The parties agree to conduct outreach targeting barriered populations in coordination with one another as follows: Job center partners will continue to provide quality services to the broadest population following universal access and delivery per WIOA. The Job Center managers will use the monthly meeting structure facilitated by FVWDB staff to ensure compliance and to address any needed changes.
- The parties agree to actively refer customers to the most appropriate party to provide services based on need and available services as described in Section VI, Referral.
- The parties agree to ensure that customers who are deaf or hard of hearing, visually impaired, or have speech-language impairments, have access to appropriate technology, including assistive technology, as follows: All AJC sites have ADA accommodations including technology, visually and hearing impaired services, to connect clients to services. Partners will work together to assure that the facility layout supports a culture of inclusiveness. Public transportation is available within a reasonable walking distance of the comprehensive AJC sites. The exterior and interior of the AJC facilities are compliant or working towards compliance with ADA standards. Ramps and automatic doors are available to assist individuals with disabilities to access the facilities. An adequate number of parking spaces that are closest to the door are designated for individuals with disabilities. Entrance doors, water fountains, restroom facilities, and other interior amenities comply with ADA regulations.
- The parties agree to ensure all limited English proficiency (LEP) individuals are provided language access, translation of vital documents, and information to access services as follows: Vital documents are defined as what is necessary for an individual to understand how to obtain any aid, benefit, service, and/or training; necessary for an individual to obtain any aid, benefit, service and/or training; or required by law. Examples include, but are not limited to – Applications, consent and complaint forms – Notices of rights and responsibilities (EO is the Law) – Notices advising LEP individuals of their rights under this part, including the availability of free language assistance; rulebooks – Letters or notices that require a response from the beneficiary or applicant, participant or employee. Babel notices are provided. Oral interpretation is provided upon request at no charge to the customer. We routinely collect information regarding the LEP participant's preferred primary language to alert the agency of the need for a qualified interpreter. The language information for each client is part of our data base. There are fewer than 5 percent and less than 1,000 persons in a language group. Our agency will provide written notice to those LEP groups in their primary language of their right to receive oral language interpretation and written vital materials free of cost.
- The parties agree to offer priority of service to veterans and eligible spouses for all WIOA programs, and to veterans and eligible spouses, recipients of public assistance, other low-

income individuals, and individuals who are basic skills deficient when providing individualized career services and training services with WIOA Adult funds.

## **VI. Referral**

The One-Stop Operator will ensure implementation of the referral process established by the parties. The referral system will provide integrated and seamless delivery of services to both job seekers and employers, as described below.

- The parties agree to familiarize themselves with the requirements for participation in each of the required party programs.
- To the extent possible, the parties agree to develop materials summarizing their program requirements and to make this accessible to all parties in the local area one-stop centers.
- The parties agree to refer clients who may be eligible for each other's programs to one another for services.
- The parties agree to evaluate ways to improve the referral process.
- The parties commit to robust and ongoing communication required for an effective referral process.
- The parties commit to actively follow up on referrals to assure that resources of the parties are being leveraged at an optimal level.

Methods of referral to be used include customizing the method used to meet the needs of the customer. Referral methods may include providing a direct connection at the Job Center within a reasonable time, by phone or through a real-time Web-based communication, to a program staff member who can provide program information or services, including career services, to the customer. Staff may also provide a phone number, Web site, information, pamphlets, or other materials to assist in the referral process. Examples may include more but are not limited to the following: Identification of a single point of contact for service delivery at the partner's program; Email or instant messaging; Facilitating phone calls between partner agency staff and clients; Live chat via Skype or FaceTime..

## **VII. Duration**

This MOU supersedes any previous MOUs for the job center(s) included in this MOU. This MOU shall remain in effect for one program year, from July 1, 2019 to June 30, 2020, until terminated by the repeal of the Workforce Innovation and Opportunity Act, otherwise by action of law, or in accordance with this MOU. Modifications to this MOU during its effective period shall be governed by Section VIII, Modification.

If there are any changes in the signatory official of the local workforce board or Chief Elected Official, the MOU must be re-executed by the new signatory official. If the new signatory official does not sign the MOU, he must follow the Modification procedures in Section VIII.

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.

## **VIII. Modification**

This MOU may be amended at any time by written agreement of the parties. If the actual expenditures for a budget line item are projected to increase by 10% or more from the budgeted line item, then the direct payor for that line item must notify all parties participating in the Budget in writing so they may determine whether they agree to amend the MOU.

This MOU shall be amended upon agreement of the parties that is consistent with federal, state or local laws, policies, or regulations, for one or more of the following reasons:

- The addition or removal of a party from this MOU;
- The addition or removal of program responsibilities for any party that administers a Federal program;
- A change in the physical location of the Berlin, Fond du Lac, Menasha, Oshkosh, Waupaca and Wautoma Job Centers;
- A change in one or more of the methods to allocate costs in the Budget;
- The need to renegotiate a party's proportionate share of costs based changes in the method or service delivery or program or funding changes that affect a party's continued ability to meet its shared cost obligations;
- N/A.

Any party may request an amendment to this MOU by giving written notice of the request to all parties listed at the addresses shown in Section II, and to the contact persons so listed, considering any information updates received by the parties pursuant to Section II. The written notice must include the reasons(s) for the amendment request, each Section of the MOU that will require revision, and the desired date for the amendment to be effective. The Fox Valley Workforce Development Board shall be responsible for leading and conducting local negotiations regarding the amendment request. The MOU shall remain in effect until the amended MOU is executed by all parties.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 120 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties listed at the addresses shown in Section II, and to the contact persons so listed, considering any information updates received by the parties pursuant to Section II. If any party withdraws, the MOU shall remain in effect with respect to other remaining parties until the MOU is renegotiated. Any failure to execute an MOU with a required party must be reported by the local workforce development board to the Governor.

Agreements are made contingent on availability of funding for each required program. In the event of elimination of funding or change in party status, notification shall be provided to the other parties to this MOU as soon as practicable with the intent of termination, without further obligation, or amending this agreement. A State party may terminate or suspend this MOU, in whole or in part, without penalty or further payment required, if the funds to which this MOU commits a State Party have not been appropriated or otherwise made available to the State by the funding source. The State shall provide notice, in writing, to the other parties of any such

funding failure and its election to terminate or suspend this MOU as soon as practicable. Any suspension or termination pursuant to this paragraph will be effective upon the date of the written notice unless otherwise indicated.

## **IX. Budget**

The Budget(s), including the infrastructure and shared delivery costs for this MOU among and between the parties, will be negotiated and agreed to annually. The attachment(s) contain the Budget(s) for the Berlin, Fond du Lac, Menasha, Oshkosh, Waupaca, and Wautoma Job Centers and represent final budget agreement(s) based on expected annualized numbers. Costs have been allocated based upon a percentage calculated of visitors to Job Centers. Parties agree to cover costs through cash and in-kind contributions as shown on the attachment(s). See Section XI for the list of attachments.

Parties agree to actively participate in future MOU negotiations in good faith to reach consensus. The Fox Valley Workforce Development Board is responsible for beginning negotiations for subsequent MOUs no later than 120 days prior to the expiration of this MOU.

Reconciliation of actual costs will occur Quarterly. Tracking of in-kind contributions will be completed by reporting of hours for in-kind personnel, and provision of invoices or other documentation for goods provided.

### **a. Infrastructure Funding**

See Section XI: List of Attachments.

### **b. Shared Delivery Cost Funding**

See Section XI: List of Attachments.

### **c. Payment Schedule**

The parties who are contributing to the costs of the job center(s) intend to pay amounts due to other parties on the schedule in attachment(s). However, recognizing that actual amounts due may vary from the budgeted amount due, appropriation and availability of Federal funding, and other factors could affect a party's ability to pay pursuant to the schedule, the parties agree to robust and ongoing communication regarding the scheduling of actual payments due. The parties agree to act in good faith regarding making payments due to other parties.

## **X. Other Provisions**

### **a. Drug and Alcohol-free Workplace**

All parties will comply with the Drug-Free Workplace Act of 1988, 41 USC 702 et seq., and 2 CFR part 182, which require that all organizations receiving grants from any Federal agency maintain

a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

**b. Certification Regarding Lobbying**

All parties will comply with the Byrd Anti-Lobbying Amendment (31 USC Section 1352), 29 CFR Part 93 and 34 CFR Part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. Parties will not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

**c. Debarment and Suspension**

All parties will comply with the debarment and suspension requirements (EO 12549 and 12689) and 2 CFR Part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

**d. Buy American Provision**

Each party that receives funds made available under Title I or Title II of WIOA or under the Wagner-Peyser Act (29 USC Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of Title 41 of the United States Code (commonly known as the "Buy American Act") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

**e. Salary Compensation and Bonus Limitations**

Each party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, WIOA Adult, Dislocated Worker and Youth activities program allotments, final program allotments for the Wagner-Peyser Act, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

**f. Non-Assignment**

Except as otherwise indicated herein, no party may, during the term of this MOU or any renewals of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other parties.

**g. Negligence**



All parties to this MOU recognize the partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this MOU shall be responsible for injury to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. No party assumes any legal responsibility for any other party's negligent act or omission.

#### **h. Local provisions**

N/A.

#### **XI. List of Attachments**


Attachment A:	Infrastructure Funding Agreements (Berlin, Fond du Lac, Menasha, Oshkosh, Waupaca, and Wautoma Job Center)
Attachment B:	Shared Delivery Cost Agreements (Berlin, Fond du Lac, Menasha, Oshkosh, Waupaca, and Wautoma Job Center)
Attachment C:	Payment Schedules (Berlin, Fond du Lac, Menasha, Oshkosh, Waupaca, and Wautoma Job Center)


#### **XII. Signatures**

The parties acknowledge that they have read the MOU and its attachments, understand them, and agree to be bound by their terms and conditions. The parties agree that the MOU and its attachments are the complete and exclusive agreement between the parties and supersede all proposals, letters of intent or prior agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of the MOU.

The individuals signing below have the authority to commit the party they represent to the terms of the MOU and do so commit by signing below.

For the (MANDATORY ONE-STOP PARTY):

DocuSigned by:  
 4/23/2020  
19B9BD3752EB441...  
 Signature and Date  
  
 Michael Bonertz, Executive Director  
 ADVOCAP INC

DocuSigned by:  
 5/6/2020  
A2C8B36370FD452...  
 Signature and Date  
 Ignacio Salazar  
 Maureen Bryden, Program Manager  
 SER-National  
 Ignacio Salazar, President and CEO

DocuSigned by:

*Deborah Buckley* 4/28/2020

F13C3980878E40A...

Signature and Date

Debbie Buckley, SCSEP Project Director  
Senior Services American Inc.

DocuSigned by:

*Alice Connors* 4/28/2020

A55BF63954D247E...

Signature and Date

Alice Connors, Chair  
Chief Elected Officials

DocuSigned by:

*James Golembeski* 4/30/2020

78F656F3A317484...

Signature and Date

James Golembeski, CEO  
Bay Area Workforce Development Board  
(Menasha Job Center Only)

DocuSigned by:

*JoAnn Hall* 5/1/2020

6A5BC46A965E4E8...

Signature and Date

JoAnn Hall,  
Dean of Economics & Workforce  
Development, Moraine Park Technical  
College

DocuSigned by:

*Darice Hannon* 5/7/2020

0EE438084A1F475...

Signature and Date

Darice Hannon, WISE, SCSEP Coordinator  
Greater Wisconsin Agency on Aging  
Resources Inc.

DocuSigned by:

*Deb Heath* 5/7/2020

4274CF4CA2B248A...

Signature and Date

Deb Heath,  
Associate VP – Regional Campuses  
Fox Valley Technical College

DocuSigned by:

*Jose Martinez* 5/5/2020

9BA141E85CBB409...

Signature and Date

Jose Martinez, Vice President of Farmworker  
and Community Based Services UMOS

DocuSigned by:

*Mary Patoka* 5/6/2020

9EDC2002F3194A4...

Signature and Date

Mary Patoka, Executive Director  
CAP Services

DocuSigned by:

*Anthony Snyder*

5/8/2020

C0427309D6D641B...

Signature and Date

Anthony Snyder, CEO  
Fox Valley Workforce Development Board  
WIOA Title I Adult  
WIOA Title I Youth  
WIOA Title I Dislocated Worker  
Title V Older Adult Americans Act

DocuSigned by:

*Caleb Frostman*

5/8/2020

B45EF57180904D2...

Signature and Date

Caleb Frostman, Secretary  
Department of Workforce Development