# MEMORANDUM OF UNDERSTANDING Pursuant to the Workforce Innovation and Opportunity Act of 2014

A(n) Umbrella MOU

**For the** Job Center Central (MAXIMUS-Comprehensive; PY 2021); Milwaukee Southeast Job Center (UMOS-Affiliate; PY2021); and Southeast Wisconsin Job Center (YWCA-Affiliate, PY2021)

**A(n)** Network of Job Centers in the Workforce Development Area 2 (Employ Milwaukee, Inc.)

This Memorandum of Understanding (MOU) fulfills the Workforce Innovation and Opportunity Act (WIOA) 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 job center(s) listed above in Workforce Development Area 2; Employ Milwaukee, Inc.)

A proud partner of the AmericanJobCenter network

# I. Parties

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

WIOA Required Party	Local MOU Party (Organization Name, Signatory, Contact Person, Address, Phone, Email)
Chief Elected Official	Tom Barrett, Mayor, City of Milwaukee, Chief
	Elected Official
	City Hall, 200 E. Wells Street, Room 201, Milwaukee, WI 53202
	Signatory and Contact Person: Tom Barrett Phone: (414) 286-2489/Fax (414) 286-3191 mayor@milwaukee.gov
	Contact person: Oscar Tovar (414) 286-2200
	oscar.tovar@milwaukee.org
Local Workforce Development Board	Employ Milwaukee, Inc., the Local Workforce
	Development Board for WDA 2, Local WDB
	2342 N. 27th Street, Milwaukee WI 53210
	Signatory and Contact Person: Chytania Brown, CEO
	Phone: (414) 270-1700/Fax (414) 225-2375
	chytania.brown@employmilwaukee.org
WIOA Title I A	
	MAXIMUS Human Services, Inc., a provider of WIOA
	Adult and Dislocated Worker, and TANF
	4201 N. 27th Street, Milwaukee, WI 53210
	Signatory Person: Isadora Huntley
	tisadorahuntley@maximus.com
	Phone: 678-361-2867
	Asst. General Counsel
	Contact Person: Rachel Zietlow, Vice President
	Phone: (859) 338-2623
	rachelzietlow@maximus.com
	Equus Workforce Solutions, a provider of WIOA
	Adult and Dislocated Worker Services
	1915 N. Dr. Martin Luther King Jr. Drive
	Milwaukee, WI 53212
	Contact and Signatory Person: Steve Reinhold
	Phone: (502) 394-2100
	steven.reinhold@equusworks.com

<sup>1. [</sup>Employ Milwaukee, Inc.] is an equal Opportunity Employer/Program.

WIOA Title I Dislocated Worker	MAXIMUS Human Services, Inc., a provider of WIO Adult and Dislocated Worker, and TANF
	4201 N. 27th Street, Milwaukee, WI 53210
	Signatory Person: Isadora Huntley
	tisadorahuntley@maximus.com
	Phone: 678-361-2867
	Asst. General Counsel
	Contact Person: Rachel Zietlow, Vice President
	Phone: (859) 338-2623
	rachelzietlow@maximus.com
	Equus Workforce Solutions, a provider of WIOA
	Adult and Dislocated Worker Services
	1915 N. Dr. Martin Luther King Jr. Drive
	Milwaukee, WI 53212
	Contact and Signatory Person: Steve Reinhold
	Phone: (502) 394-2100
	steven.reinhold@equusworks.com
WIOA Title I Youth	Dynamic Workforce Solutions, a provider of WIO
	Youth Services,
	237 South Street, Waukesha, WI 53186
	Signatory and Contact Person: Karen Sotak, Region
	Project Director Phone 312-704-2571
	kburns@dwfs.us
	United Neighborhood Centers of Milwaukee, Inc
	(UNCOM), a provider of WIOA Youth Services
	1609 W. North Ave. Ste 101
	Milwaukee, WI 53205
	Phone: (414) 316-2650
	Signatory Person: Renee Logee
	rlogee@uncom-milw.org
	Contact Person: Chee Thao, Program Director
	Phone: (414) 977-0122; cell: (414) 719-7774
	Boys & Girls Clubs of Greater Milwaukee
	Mardak Center for Administration & Training
	1558 N. 6th Street, Milwaukee, WI 53212
	Signatory and Contact: Kathy Thornton Bias, CEO

<sup>1. [</sup>Employ Milwaukee, Inc.] is an equal Opportunity Employer/Program.

	Phone (414) 267-8103
	kathy.thornton-bias@bgcmilwaukee.org
	Contact Person: David Knutson, Vice President
	Government Affairs and Special Initiatives
	Phone (414) 267-8147 cell: (414) 803-6538
	david.knutson@bgcmilwaukee.org
WIOA Title   Job Corps	Milwaukee Job Corps, the provider of Job Corps
	career technical training services
	6665 N. 60th Street, Milwaukee, WI 53223
	Signatory and Contact Person: Sylvia Swan
	Center Director
	Phone: (414) 616-5701
	swan.sylvia@jobcorps.org
WIOA Title I National Farmworker Jobs Programs	United Migrant Opportunity Services/UMOS, Inc.
(NFJP)	(UMOS), the provider of the National Farmworker
	Jobs Program (WIOA Title 1, Section 167)
	2701 S. Chase Avenue, Milwaukee WI 53207
	Signatory and Contact: Jose Martinez, Vice Preside
	Phone: (414) 389-6006
	Jose.martinez@umos.org
WIOA Title I Native American programs	Spotted Eagle, Inc., the provider of the WIOA India
	and Native American Programs (WIOA Title 1,
	Section 166)
	6767 W. Greenfield Ave LL2, West Allis, WI 53214
	Signatory and Contact Person: Brad Kroupa PH.D
	Executive Director
	Phone (414) 342-0700
	kroupa@spottedeagle.us
WIOA Title I YouthBuild	Employ Milwaukee, Inc., YouthBuild Provider
	2342 N. 27th St., Milwaukee, WI 53210
	Signatory and Contact Person: Chytania Brown, CE
	Phone: (414) 270-1700
	chytania.brown@employmilwaukee.org
	Contact Person: Vanesa Carmona-Lewis, Vice
	President of Programs & Business Services
	Phone: (414) 270-1715

<sup>1. [</sup>Employ Milwaukee, Inc.] is an equal Opportunity Employer/Program.

WIOA Title II Adult Education and Family Literacy Act (AEFLA) program	Milwaukee Area Technical College (MATC), Partne a provider of Adult Education and Family Literacy A Services (WIOA Title II) Downtown Milwaukee Campus, 700 W. State St. Ri M200, Milwaukee, WI
	Signatory: Dr. Vicki Martin, President Phone: (414) 297-6322
	martinv@matc.edu
	Contact: Dr. Sadique Isahaku, Dean, School of Liber
	Arts & Sciences, 700 W. State Street, Milwaukee, V
	53233-1443
	Phone: (414) 297-7396
	isahakus@matc.edu
	Neighborhood House of Milwaukee-Internationa
	Learning Center (Partner), provider of Adult
	Education & Family Literacy Act Services (WIOA Tit
	2819 W. Richardson Pl., Milwaukee, WI 53208
	Signatory Person: Jeff Martinka, Executive Directo
	Phone: (414) 933-6161 ext. 125
	jmartinka@nh-milw.org
	Contact Person: Cynthia Zarazua
	email: czarazua@nh-milw.org
	Centro Hispano Milwaukee, Partner, provider of
	Adult Education & Family Literacy Act Services (WIOA Title II)
	614 W. National Avenue, Milwaukee, WI 53204
	Signatory and Contact Person: John Yingling, CEC Phone (414) 928-1600 ext. 104
	Literacy Services of Wisconsin, Partner, provider of Adult Education & Family Literacy Act Services (WIOA, Title II)
	(WIOA, Title II) 555 N. Plankinton Ave., Milwaukee, WI 53203
	Signatory and Contact Person: Holly McCoy,
	Executive Director, Phone: (414) 344-5878
	holly@literacyservices.org

<sup>1. [</sup>Employ Milwaukee, Inc.] is an equal Opportunity Employer/Program.

WIOA Title III Wagner-Peyser ES  WIOA Title IV Vocational Rehabilitation program	Wisconsin Department of Workforce Development Job Service, Wagner-Peyser Act Employment Services (WIOA Title III) 2701 S. Chase Avenue, Milwaukee, WI 53207 Signatory: Pam McGillivray, Deputy Secretary Email: pamelar.mcgillivray@dwd.wisconsin.gov Contact Person: Edgard Delgado, SE Regional WDA1/WDA2 Director Phone: (920) 930-6605 Edgard.delgado@dwd.wisconsin.gov Wisconsin Department of Workforce Development/Division of Vocational Rehabilitation
	(DVR) Program Services (WIOA Title IV) 4201 N. 27th Street, Milwaukee, WI 53210
	Signatory: Pam McGillivray, Deputy Secretary
	Email: pamelar.mcgillivray@dwd.wisconsin.gov Contact Person: Jennifer Fogarty, WDA2 Director Phone 414-389-6452
	JenniferKFogarty@dwd.wisconsin.gov
Senior Community Service Employment Program	Greater Wisconsin Agency on Aging Resources, Inc.,
(Title V of Older Americans Act of 1965)	Partner, provider of the Senior Community Service Employment Program (SCSEP), Title V 125 N. Executive Drive, # 207, Brookfield, WI 53005 Signatory and Contact Person: Alma Ramirez, Program Coordinator, Phone: (262) 785-2577 Office (414) 331-3900 (cell) alma.ramirez@gwaar.org
	SER - Jobs for Progress National, Inc. 2514 S. 102nd St. Suite 150, West Allis, WI 53227 Signatory: Ignacio Salazar, President/CEO SER - Jobs for Progress National, Inc. 100 E. Royal Lane #130, Irving, TX 75039 Phone: (469) 549-3600 isalazar@ser-national.org Contact Person: Briana Fox, Wisconsin Director of SCSEP 2514 S. 102nd St Ste 150, West Allis, WI 53227 Phone: (414) 649-2640 Fax: (888) 340-8791 bfox@ser-national.org
	National Indian Council on Aging, Inc. 8500 Menaul Blvd. NE Suite B-470

<sup>1.</sup> **[Employ Milwaukee, Inc.]** is an equal Opportunity Employer/Program.

	Albuquerque, NM 87112
	Signatory: Larry Curley, Executive Director
	Email: lcurley@nicoa.org
	Contact Person: Sue Chapman, NICOA
	SCEP Director
	Phone: (505) 292-2001 Fax: (505) 292-1922
	schapman@nicoa.org
	www.nicoa.org
Trade Adjustment Assistance (Trade Act of 1974)	Wisconsin Department of Workforce Development
•	Trade Adjustment Assistance (TAA) Services
	4201 N. 27th St, Milwaukee, WI 53216
	Signatory: Pam McGillivray, Deputy Secretary
	Email: pamelar.mcgillivray@dwd.wisconsin.gov
	Contact Person: Tasha Jenkins, SE Regional WDA1
	and WDA2 Director
	Phone: (414) 874-0313
	tasha.jenkins@dwd.wisconsin.gov
Jobs for Veterans State Grants (Chapter 41 of Title	Wisconsin Department of Workforce
38)	Development/Office of Veteran Services, the
	provider of Veterans Services
	Signatory: Pam McGillivray, Deputy Secretary
	Email: pamelar.mcgillivray@dwd.wisconsin.gov
	Contact Person: Aaron Sarbacker, Director, Office of
	Veterans Employment Services, 201 E. Washington
	Room G100, Madison, WI 53707
	Phone: (608) 733-3919
	Aaron.Sarbacker@dwd.wisconsin.gov
Unemployment Compensation programs under state	Wisconsin Department of Workforce
law	Development/Division of Unemployment Insurance
	Partner, the provider of Wisconsin Unemployment
	Insurance, 201 E. Washington, Room G100, Madison
	WI 53707
	Signatory: Pam McGillivray, Deputy Secretary
	Email: pamelar.mcgillivray@dwd.wisconsin.gov
	Contact Person: Mark Reihl, Division Administrator
	Phone: (608) 266-0946
	mark.reihl@dwd.wisconsin.gov
Reentry Employment Opportunities (REO) program	Employ Milwaukee, Inc., REO (provider of Second
(Second Chance Act of 2007)	Chance Act of 2007)
	2342 N. 27th Street, Milwaukee, WI 53210
	Signatory and Contact Person: Chytania Brown, CEC
	Phone: (414) 270-1700 Fax: (414) 225-2375

<sup>1.</sup> **[Employ Milwaukee, Inc.]** is an equal Opportunity Employer/Program.

	chytania.brown@employmilwaukee.org
Career and technical education programs at	Milwaukee Board of School Directors, a provider of Carl
secondary level, authorized under Carl D. Perkins	D. Perkins Career and Technical Education Act
Career and Technical Education Act of 2006	Services (Perkins IV)
	5255 W. Vliet St., Milwaukee, WI 53208
	Signatory: Keith D. Posley, Ed.D.,
	Superintendent of Schools, Milwaukee
	Board of School Directors
	Phone: (414) 475-0882 Fax: (414) 475-8202
	posleykp@milwaukee.k12.wi.us
	Contact Person: Eric Radomski, Manager-Career and
	Technical Education
	Phone: (414) 475-8391
	radomsej@milwaukee.k12.wi.us
Community Services Block Grant employment and	City of Milwaukee - Community Development Grants
training activities (Community Services Block Grant	Administration
Act)	Signatory and Contact Person: Steve L. Mahan -
	Director
	Phone: (414) 286-3647 Fax: (414) 286-5003
	steve.mahan@milwaukee.gov
	Social Development Commission
	1730 W. North Ave., Milwaukee, WI 53205
	Signatory and Contact Person: George Hinton, CEO
	Phone: (414) 906-2700
	ghinton@cr-sdc.org
Department of Housing and Urban Development	Housing Authority City of Milwaukee
(HUD) employment and training programs	809 N. Broadway, Milwaukee, WI 53202
	Signatory: Antonio Perez, Secretary - Executive
	Director
	Phone: (414) 286-5824
	tperez@hacm.org
	Contact Person: Nannette Ray, Resident Services
	Manager
	650 W. Reservoir, Milwaukee, WI 53212
	Phone: 414-286-5137
	nannette.ray@hacm.org
FSET	MAXIMUS - FSET
	1891 Metro Center Dr.
	Reston, VA 20190

	Reston, VA 20190
	Signatory: Isadora Huntley
	Asst. General Counsel
	Phone: 678-361-2867
	tisadorahuntley@maximus.com
	doddordramay e maximus.com
	Contact Person: Dylan Gast – Program Coordinator
	Phone: 414-374-1800
	dylangast@maximus.com
	<u>aylangast@maximus.com</u>
Windows to Work	Employ Milwaukee, Inc.
	2342 N. 27 <sup>th</sup> Street
	Milwaukee, WI 53210
	Signatory: Chytania Brown – President and CEO
	Phone: 414-270-1783
	Chytania.brown@employmilwaukee.org
	Contact Person: Wylbur Holloway – Program
	Specialist
	Employ Milwaukee, Inc.
	2342 N. 27th Street
	Milwaukee, WI 53210
	414-270-1796
	Wylbur.holloway@employmilwaukee.org
American Job Center Services	YWCA of Southeast Wisconsin, operator of
	Milwaukee SE Wisconsin Job Center (Affiliate)
	1915 N. Dr. Martin Luther King Jr. Dr.,
	Milwaukee WI 53212
	Contact Person: Jennifer de Montmollin, Chief
	Program Officer
	Phone: (414) 267-3286
	jdemontmollin@ywcasew.org
American Job Center Services	United Migrant Opportunity Services/UMOS, Inc.
	(UMOS)
	2701 S. Chase Avenue, Milwaukee WI 53207
	Signatory and Contact: Parker Rios, Vice President o
	Workforce Development
	Email: Parker.Rios@umos.org
	Phone: 414-389-6325
Non-Required but Allowable Party	Local MOU Party (Organization Name, Signatory,
•	Contact Person, Address, Phone, Email)

<sup>1. [</sup>Employ Milwaukee, Inc.] is an equal Opportunity Employer/Program.

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 (29 U.S.C. 3101 et seq.); Joint Rule for Unified and Combined State Plans, Performance Accountability, and One-Stop System Joint Provisions: Final Rule (20 CFR Part 678; 34 CFR Part 361, Subpart F; 34 CFR Part 463, Subpart J); Training and Employment Guidance Letter (TEGL) 16-16, One-Stop Operations Guidance for the American Job Center Network; Rehabilitation Services Administration Technical Assistance Circular 17-02 (RSA-TAC-17-02); TEGL 17-16, Infrastructure Funding of the One-Stop Delivery System; RSA-TAC-17-03.

This MOU is a record in accordance with 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 205.50, 20 U.S.C. § 1232g, 34 CFR part 99, 34 CFR 361.38, 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.).

In connection with the performance of work under this MOU, the parties agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the parties further agree to take affirmative action to ensure equal employment opportunities.

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 Comprehensive and Affiliate American Job Centers. A description of the services to be provided at the location(s) is included in the applicable Services Grid attachment.

Milwaukee Job Center Central (MAXIMUS) - Comprehensive Rachel Zietlow, Project Director 4201 N. 27<sup>th</sup> Street Suite 400 Milwaukee, WI 53216 414-874-0318

Southeast Wisconsin Job Center (YWCA) - Affiliate Jennifer de Montmollin, Chief Program Officer 1915 N. Dr. Martin Luther King Drive Milwaukee, WI 53212

414-374-1800

Milwaukee Southeast Job Center (UMOS) - Affiliate Parker Rios, Vice President-Workforce Development 2701 S, Chase Ave. Milwaukee, WI 53207 Phone: (414) 389-6325

#### IV. 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: Workforce Innovation and Opportunity Act (WIOA) identifies a range of local populations that may have barriers to employment. Employ Milwaukee and Required Partners recognize that some WDA2 residents may experience difficulty gaining and maintaining employment and education outcomes without services. The Required Partners conduct targeted outreach in the community through educational flyers, participation in local events, community fairs, and by hosting education and employer events at locations across the community. Required Partners also regularly convene as working groups such as the Milwaukee Reentry Network, the Job Developer Collaborative, and Coordination Council. Their primary focus is the ensure alignment of efforts to address the needs of workers with barriers.
- The parties agree to ensure the physical accessibility of the one-stop center(s) and layouts of the one-stop center(s) that support a culture of inclusiveness, as follows: In addition to providing LEP, 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 provided in Hmong and Spanish. Access to services is provided through bilingual staff or through the use of qualified interpreters when needed.
- The parties agree to provide full access to all customers to services, including access to technology and materials, made available throughout the local American Job Center System, as follows. (Describe specific arrangements and resources available to assure that individuals with barriers to employment, including individuals with disabilities and English language learners, can access available services.): Vital documents are provided in Hmong and Spanish. Access to services is provided through bilingual staff or through the use of qualified interpreters when needed. 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: Assistive technology is provided at the Job Center in addition to the adaptive devices. Staff are also trained to assist to ensure customers have access as needed.
- The parties, with the exception of WIOA Title IV Vocational Rehabilitation program, agree
  to offer priority of service to veterans and eligible spouses for all WIOA programs, and
  additionally to 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.
  - 1. **[Employ Milwaukee, Inc.]** is an equal Opportunity Employer/Program.

#### V. 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 and activities 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 individuals 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 In addition to the program eligibility determination and intake processes that exist, WDA 2 AJC partners are currently implementing the following process improvements: Common orientation materials familiarizing partner programs with one another's services and eligibility requirements. A common referral form to streamline and document referrals made between partner programs has been instituted. Examples of policies and procedures located in the WIOA Local Plan that operationalize service delivery and referrals among programs include: Employ Milwaukee Supportive Services Policy; Employ Milwaukee Veterans Priority of Service Policy; and Employ Milwaukee Rapid Response Policy and Procedure. Services and activities available through AJC partners are reported to the Employ Milwaukee Communications Manager. In turn, job seekers and employers receive promotional materials, newsletters, electronic communications, and updates via the Employ Milwaukee website. The Employ Milwaukee Workforce Events Calendar (https://www.employmilwaukee.org/Employ-Milwaukee/Calendar.htm) to which partners may submit program or event-specific information that serves job seekers, employers, and service and training providers. Employ Milwaukee and the OSO host bi-monthly WDA 2 AJC Combined and Required Partner meetings to ensure that required partners are working collectively to facilitate co-enrollment in core programs. Agendas and meeting materials are available upon request.

#### VI. 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, effective as of July 1, 2021 to June 30, 2022 or 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 VII, 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 agree to sign the MOU, they must follow the Modification procedures in Section VII to sign a new MOU.

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.

#### VII. 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, 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 any of the job center(s) included in this MOU;
- 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 cost 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;
- Click or tap here to enter text..

Any party may request an amendment to this MOU by giving written notice of the request to the contact person for each of the parties listed at the addresses shown in Section I, considering any information updates received by the parties pursuant to Section I. 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 Workforce Development Area 2 — Employ Milwaukee, Inc. shall be responsible for leading and conducting local negotiations regarding the amendment request. Amendments shall not take effect until signed by all parties.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to the contact person for each of the parties listed at the addresses shown in Section I, considering any information updates received by the parties pursuant to Section I. 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, the affected party shall provide notice to the other parties to this MOU as soon as practicable with its intent to terminate without further obligation or amend 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.

### VIII. 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 job center(s) included in this MOU and represent final budget agreement(s) based on expected annualized numbers. Costs have been allocated based upon WDA-2 will use a cost allocation method based on Customer Count. Parties agree to cover costs through cash and in-kind contributions as shown on the attachment(s). See Section X for the list of attachments.

Parties agree to actively participate in future MOU negotiations in good faith to reach consensus. The Workforce Development Area 2 – Employ Milwaukee, Inc. is responsible for beginning negotiations for subsequent MOUs no later than 90 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 X: List of Attachments.

#### b. Shared Delivery Cost Funding

See Section X: 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.

#### IX. 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. 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. 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.

## c. 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.

### d. Local provisions

Click or tap here to enter text.

#### X. List of Attachments

The following attachments for each job center(s) are incorporated as part of this MOU:

Attachment A: Infrastructure Funding Agreement(s)(IFA).

Job Center Central (Maximus, Inc.), Milwaukee Southeast Job Center (UMOS), Southeast Wisconsin Job Center (YWCA)

Attachment B: Shared Delivery Cost Agreement(s)(SDC).

Job Center Central (Maximus, Inc.), Milwaukee Southeast Job Center (UMOS), Southeast Wisconsin Job Center (YWCA)

Attachment C: Services Grid(s)(SG)

Job Center Central (Maximus, Inc.), Milwaukee Southeast Job Center (UMOS), Southeast Wisconsin Job Center (YWCA)

Attachment D: SOLAR (Sharing of Local Area Resources) Budget(s).

Job Center Central (Maximus, Inc.), Milwaukee Southeast Job Center (UMOS), Southeast Wisconsin Job Center (YWCA)

### XI. 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.

WIOA Required Party	Name	Title	Signature	Date
Chief Elected Official	Tom Barrett	Mayor City of Milwaukee	Dan Barrell	12/22/2021
Local Workforce Development Board	Chytania Brown	President & CEO	Ougtania Brown	9/29/2021
WIOA Title I Adult	Isadora Huntley	Assistant General	counsel sadora thurtly	10/6/2021
WIOA Title I Adult	Steve Reinhold	Regional Director	Stew Reinhold	10/1/2021
WIOA Title I Dislocated Worker	Isadora Huntley	Assistant General	Counsell sadora Huntley	10/6/2021
WIOA Title I Dislocated Worker	Steve Reinhold	Regional Director	Steve Keinhold	10/1/2021
WIOA Title I Youth	Karen Sotak	Regional Director	garen some	9/29/2021
WIOA Title I Youth	Renee Logee	Renee Logee Execu	tive Pirect Syu	9/30/2021
WIOA Title I Youth	Kathy Thornton-B	a⊈resident & CEO I	Boys & Girls Clubs of	10/1/2021 Greater Milwa

WIOA Required Party	Name	Title	Signature	Date
WIOA Title I Job Corps	Sylvia Swan	Center Director	Sylvia Swan	9/30/2021
WIOA Title I National Farmworker Jobs Programs (NFJP)	Jose Martinez	Vice-President of	Docusigned by: Farmiyorker//www.	9/30/2021
WIOA Title I Native American programs	Brad Kroupa PH.D	Executive Directo	Brad Eroupa PH.D	10/12/2021
WIOA Title I YouthBuild	Chytania Brown	President & CEO	Chytania Brown	9/29/2021
WIOA Title I YouthBuild	:1		FBÁ8500B4CE447D	
WIOA Title II Adult Education and Family Literacy Act (AEFLA) program	Dr. Vicki Martin	President	Dr. Vicki Martin	9/29/2021
WIOA Title II Adult Education and Family Literacy Act (AEFLA) program	Jeff Martinka	Executive Direc	DocuSigned by:	9/29/2021
WIOA Title II Adult Education and Family Literacy Act (AEFLA) program				
WIOA Title II Adult Education and Family Literacy Act (AEFLA) program	но]]у МсСоу	Executive Dire	ctor bocusigned by:  Holly McLoy  E2856042ED334E2	9/29/2021
WIOA Title III Wagner-Peyser ES	Pamela McGillivr	ay Deputy Secreta	ry, Wisconsin Departi Pamula McGilliv	nellælælælælælælælælælælælælælælælælælæl
WIOA Title IV Vocational Rehabilitation program	Pamela McGillivr	ay Deputy Secretar	rameta McBillin	963962087kforce
Senior Community Service Employment Program (Title V of Older Americans Act of 1965)	Alma Ramirez	WISE Program C	Docusigned by: Dordinator Alma Raminez 873085889583438	10/21/2021
Senior Community Service Employment Program (Title V of Older Americans Act of 1965)	Ignacio Salazar	President and	CEO Jocusigned by:  Salazar  700038058303476	10/20/2021

<sup>1.</sup> **[Employ Milwaukee, Inc.]** is an equal Opportunity Employer/Program.

WIOA Required Party	Name	Title	Signature	Date	
Senior Community Service Employment Program (Title V of Older Americans Act of 1965)	Larry Curley	Executive Director	— BosuSigned by	10/12/2021	
Trade Adjustment Assistance (Trade Act of 1974)	Pamela McGillivray	/ Deputy Secretary,	Wisconsin Department Pamula McGillivray	% Workforce	Dev
Jobs for Veterans State Grants (Chapter 41 of Title 38)	Pamela McGillivray	Deputy Secretary,	Docusioned by: Wisconsin Department Pancia McGilliwray BAF2F4F80FFC478	VP WHYPbrce	Dev
Unemployment Compensation programs under state law	Pamela McGillivra	y Deputy Secretary,	Visconsin Department	: 95/18 01/02/02/10 rce	Dev
Reentry Employment Opportunities (REO) program (Second Chance Act of 2007)	Chytania Brown	President & CEO	Chytania Brown	9/29/2021	
Career and technical education programs at post- secondary level, authorized under Carl D. Perkins Career and Technical Education Act of 2006	Keith D. Posley,	Edsuperintendent of	Docusigned by:  School S  1AE952AF1FF8417	12/14/2021	
Community Services Block Grant employment and training activities (Community Services Block Grant Act)	Steven Mahan	Director	Steven Malian 180868527EE34AE	10/22/2021	
Community Services Block Grant employment and training activities (Community Services Block Grant Act)	George P. Hinton	Chief Executive	Office Pocusigned by: George P. Hintol 88CC518E9F0F498	9/30/2021 L	
Department of Housing and Urban Development (HUD) employment and training programs	Antonio M. Perez		W # w # w #	9/30/2021	
American Job Center Services	Jennifer de Mon	mollinef Program O	fficer Docusigned by: Junifer de M	9/30/2021	
Non-Required but Allowable Party	Name	Title	BE647039E42B4B8.  Signature	Date	

<sup>1. [</sup>Employ Milwaukee, Inc.] is an equal Opportunity Employer/Program.

WIOA Required Party	Name	Title	Signature	Date
American Job Centers	Parker Rios	Vice Presidenmt	Docusigned by:  OF WORK FORCE, Developm  18062405EDBF486	10/12/2021
		*		

<sup>1. [</sup>Employ Milwaukee, Inc.] is an equal Opportunity Employer/Program.