

MEMORANDUM OF UNDERSTANDING
between
The Wisconsin Department of Workforce Development
Division of Vocational Rehabilitation
and
Division of Employment and Training

This Memorandum of Understanding (MOU) is entered into by and between the Wisconsin Department of Workforce Development's (DVR) Division of Vocational Rehabilitation (DVR) and Division of Employment and Training (DET) (collectively, "the parties") and is effective October 1, 2021 through September 30, 2026.

1) History and Need

DVR was awarded a Federal grant in October 2021 from the Rehabilitation Services Administration to assist people with disabilities in gaining new skills and industry-recognized credentials for high-growth occupations in health care, manufacturing, digital technology and construction (hereinafter referred to as "the grant").

Grant funds will be used to carry out to the Wisconsin Career Advancement Initiative Model Demonstration Project (hereinafter referred to as "the project").

2) Purpose

The purpose of this MOU is to document the responsibilities and the cost-sharing methodology between the parties. DVR maintains full responsibility for administering the grant but will provide a portion of the grant funds to DET for participation in the project and for the completion of the services outlined in this MOU.

The MOU will be managed and maintained as required by DWD Policies 800 and 801.

3) Responsibilities of the Parties and Services to be Provided

a. DVR agrees to:

- i. Meet with DET on a bi-weekly basis to monitor and evaluate the planning and implementation of the project.
- ii. Provide DET with access to workforce information collected, stored, and maintained within DVR-owned systems, to the extent allowable under the 2019 Data Exchange Agreement between DET and DVR (**Exhibit 1**), to analyze participants as part of the job center project and measure program outcomes.
- iii. Maintain records of all billing and outcome reports submitted by DET for the purposes of administering this MOU.
- iv. Provide technical assistance to DET for services related to the project and monitor the following metrics for project participants that obtained Competitive Integrated Employment (CIE) and exited DVR:

- a. Average hourly wage.

- b. Average hours worked per week.
- c. The number and percentage with employer-provided medical benefits.
- d. The number and percentage who report their income as the primary source of support.
- e. The number and percentage who report public benefits (e.g., SSI, SSDI, and/or Temporary Assistance for Needy Families (TANF), and State or local benefits) as their primary source of support.

b. DET agrees to:

- i. Meet with DVR on a bi-weekly basis to assist with the planning and implementation of the project.
- ii. Provide technical consultation to DVR for up to 10 hours a week through the Workforce Data Qualitative Initiative (WDQI) Specialist to assist with the implementation and oversight of the project.
- iii. Submit data and information to DVR necessary to comply with reporting requirements as detailed herein, as required by the grant, and as requested by DVR.
- iv. Provide quarterly reporting to DVR, including, but not limited to the following:
 - a. Information and data on co-enrollments in Title 1 and Apprenticeship programs using the longitudinal data base.
 - b. Project financials, progress, and evaluation reports.
 - c. System data i.e., size of participating employers.
 - d. Performance metrics.
 - e. Programmatic and outcome analysis.
 - f. Assessments of the benefits of the project.
 - g. System improvements among Workforce Innovation and Opportunity Act (WIOA) partners.
 - h. Other information requested by DVR related to the project and its administration of the grant.
- v. Provide technical assistance to DVR to increase co-enrollments in DET programs i.e., apprenticeships, career pathways, financial services, sector-based services, etc.
- vi. Assign DET staff to participate in grant steering committees.
- vii. Assist in development of employer educational materials and training related to diversity, equity and inclusion (DEI) and accommodations for individuals with disabilities on the job.
- viii. Assign DET staff to participate in DEI and job accommodation training.
- ix. Disburse DEI and job accommodation related training materials and resources to employers.
- x. Assist participants in accessing career pathways, including Registered Apprenticeship.
- xi. Create materials and resources for participants and staff such as mapping of career pathways, financial capacity mapping, apprenticeship roles and responsibilities, career pathways website and labor market information.
- xii. Share outreach materials and resources to staff and potential participants.

4) Program Management

The parties shall direct any notices, communications, or any other documents or correspondences required by or related to this MOU to the following representatives:

Meredith Dressel
Division of Vocational Rehabilitation, Deputy Administrator
201 E Washington Avenue, Suite G100
Madison, WI 53703
Meredith.dressel@dwd.wisconsin.gov

Stephanie Elmer
Division of Employment and Training, Program and Policy
201 E Washington Avenue, Suite E100
Madison, WI 53703
Stephanie.elmer@dwd.wisconsin.gov

If there is a change in program management for either party, at least thirty (30) days' prior written notice shall be given if the change is anticipated. If the change is unanticipated, notice shall be given as soon as practical thereafter.

5) Statement of Mutual Benefit and Interest

The parties must certify to the Federal government that all agency costs are distributed to fund sources in proportion to benefits received, and that it is in the mutual interest of the parties to work collaboratively to distribute costs in accordance with the requirements of 2CFR part 200.

6) Funding Source and Budget

The services DET will provide under this MOU will be funded through the following grant:

1. Federal Award Name -- Career Advancement Initiative Model Demonstration
2. Federal Award Number -- H421C210018
3. Date of Grant Award -- September 28, 2021
4. Period of Performance -- October 1, 2021 through September 30, 2026
5. CFDA (Catalog of Federal Domestic Assistance) -- 84.421

The budget for services DET will perform under this MOU is \$200,000. If DET anticipates costs exceeding this amount, it shall notify DVR as soon as practicable. DET may not exceed the amount budgeted under this MOU without prior written permission from DVR.

DET shall submit to the DVR program manager identified in Section 4, Program Management, quarterly statements identifying actual costs rendered during the previous quarter for services related to the project and outlined in this MOU.

7) Cost Collection

Every two weeks, after payroll journals, labor dilution, fringe dilution, manual dilution, infotech cost distribution, general admin, workers' compensation, overhead, and pension obligation bond allocations have been posted, the DWD Administrative Services Division's Bureau of Finance (BOF) will run an automated allocation process to capture two weeks' worth of new costs on the cost-collection project in Appropriation 12000, distributing them to the grant coding provided by DVR. The offset portion of the entry will be revenue back to DET in Appropriation 12000. DVR will be charged using an Allotment Line 4 expenditure account for Contractual Services for all DET effort on this initiative.

Costs for the one DET employee who is authorized to code time directly to the grant will reach DVR with their original coding, while costs for time coded by any other DET employees will be charged to DVR using the Allotment Line 4 expenditure account for Contractual Services.

DET travel and supplies will be charged directly to the cost collection project.

8) Nondiscrimination

Pursuant to 2019 Wisconsin Executive Order 1, the parties agree that they must hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or family status, genetic information or political affiliation.

The parties shall not discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, 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. The parties shall take affirmative action to ensure equal employment opportunities consistent with state law. The parties shall post in conspicuous places, available for employees and applicants for employment, notices required by law.

9) Contract Revisions and/or Termination

Any modifications, additions, or deletions to this MOU, shall be mutually agreed upon by in writing by both parties.

Failure to comply with any part of this MOU may be considered cause for revision, suspension or termination of this MOU.

This Agreement can be terminated by a 30-day written notice by either party to the other party. Upon termination, DVR will reimburse DET for all allowable costs and non-cancelable commitments incurred in its performance of this MOU but not yet paid.

IN WITNESS THEREOF, Wisconsin Department of Workforce Development's Division of Vocational Rehabilitation and Division of Employment and Training executed this MOU on the dates set forth below.

DocuSigned by:
Delora Newton
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Delora Newton, Administrator
Division of Vocational Rehabilitation
Department of Workforce Development

1/20/2022

Date

DocuSigned by:
Michele Carter
D2A218DC3502439...

Michele Carter, Administrator
Division of Employment & Training
Department of Workforce Development

1/20/2022

Date

DocuSigned by:
Pamela McGillivray
238276D77EED448...

Pamela McGillivray
Deputy Secretary
Department of Workforce Development

2/7/2022

Date