

**MEMORANDUM OF UNDERSTANDING**  
between  
**The Wisconsin Department of Workforce Development**  
**Division of Vocational Rehabilitation**  
and  
**Equal Rights Division**

This Memorandum of Understanding (MOU) is entered into by and between the Wisconsin Department of Workforce Development's (DWD) Division of Vocational Rehabilitation (DVR) and Equal Rights Division (ERD) (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 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 ERD 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 ERD on a bi-weekly basis to monitor and evaluate the planning and implementation of the Wisconsin Career Advancement Initiative Model Demonstration Project.
- ii. Provide technical assistance to ERD, as needed, and monitor project metrics.
- iii. Maintain records of all billing and outcome reports submitted by ERD for purposes of administering this MOU.
- iv. Send employer and job seeker resources to Federal (e.g., National Clearinghouse of Rehabilitation Training Materials) and state partners as required or needed for grant related activities.
- v. Continue to assign DVR Business Service Consultants (BSCs) to work directly with employers to address workforce needs by informing employers about the talents of DVR consumers.

**b. ERD agrees to:**

- i. Meet with DVR on a bi-weekly basis to assist with the planning and implementation of the project.
- ii. Submit data and information to DVR as necessary to comply with reporting requirements as detailed herein, as required by the grant, and as requested by DVR.
- iii. Provide quarterly reporting to DVR, including, but not limited to the following:
  - a. Project financials, progress, and evaluation reports.
  - b. System data i.e., size of participating employers.
  - c. Programmatic and outcome analysis.
  - d. Assessments of the benefits of the project.
  - e. System improvements among Workforce Innovation and Opportunity Act (WIOA) partners.
  - f. Other information requested by DVR related to the project and its administration of the grant.
- iv. Include the following language in all products that are a result of this MOU: "The contents of this (insert type of publication, e.g., book, report, film, PPT, etc.) were developed under a grant H421C210018 from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government. (Authority: 20 U.S.C. 1221e-3 and 3474)".
- v. Provide technical assistance to DVR related to the project and its administration of the grant.
- vi. Assign staff to participate in grant steering committees.
- vii. Develop staff, employer and stakeholder educational materials i.e., online modules, resources and training on diversity, equity and inclusion designed to increase service provision and employment opportunities for individuals with disabilities and individuals with disabilities of color.
- viii. Develop educational materials i.e., online modules, resources and training on job accommodations for persons with disabilities for employers, DVR Service Providers, and training providers that includes but not limited to, the Americans with Disabilities Act (ADA) legal requirements, as well as how trainers and employers can navigate needed accommodations and support requests.
- ix. Develop educational resources and training materials on requesting job accommodations and support for job seekers with disabilities.
- x. Share materials and resources with staff and potential participants of the grant.

#### 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](mailto:Meredith.dressel@dwd.wisconsin.gov)

Jesús Villa  
Equal Rights Division, Division Administrator  
201 E Washington Avenue, Suite A100  
Madison, WI 53703  
[jesus.villa@dwd.wisconsin.gov](mailto:jesus.villa@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 ERD 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 ERD will perform under this MOU is \$150,000. If ERD anticipates costs exceeding this amount, it shall notify DVR as soon as practicable. ERD may not exceed the amount budgeted under this MOU without prior written permission from DVR.

ERD 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 ERD in Appropriation 12000. DVR will be charged using an Allotment Line 4 expenditure account for Contractual Services for all ERD effort on this initiative.

ERD 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 in writing by both parties.

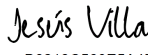
Failure to comply with any part of this MOU may be considered cause for revision, suspension or termination of this MOU.

This MOU can be terminated by a 30-day written notice by either party to the other party. Upon termination, DVR agrees to reimburse ERD 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 Equal Rights Division executed this MOU on the dates set forth below.

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

1/20/2022  
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 Date

DocuSigned by:  
  
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 Jesús Villa, Administrator  
 Equal Rights Division  
 Department of Workforce Development

1/20/2022  
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 Date

DocuSigned by:  
  
236276D77EED448  
 Pamela McGillivray

2/7/2022  
 \_\_\_\_\_  
 Date

DWD Deputy Secretary