



**Workforce Innovation and Opportunity Act (WIOA)
LOCAL PLAN 2016-2020**

Waukesha-Ozaukee-Washington Workforce Development Board
Workforce Development Area No. 3

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I. Workforce Needs, Labor Market Analysis, and Assessment of Workforce Investment Activities and Assets

A. Local Workforce Needs

1. Describe the workforce investment needs of the local area as they relate to:

a. Employers/Businesses

- Skilled workers as a result of the impending labor shortage due to retirements of baby-boomers, particularly in manufacturing, information technology, and healthcare occupations;
- Incumbent worker training to up-skill their current workforce with technical skills and critical thinking skills;
- Soft skills training for new hires; and
- Assistance with funding for training.

b. Job Seekers

- Increased soft skills as indicated by self-reported work histories showing an inability to retain employment;
- Job search skills as indicated by a lack of knowledge of resources and strategies; and
- Career awareness as indicated by the number of job seekers expressing an unclear understanding of careers and studies such as *Wisconsin Efforts to Prepare Youth For success in the Workplace*¹ which shows a lack of career understanding among youth in particular.

c. Incumbent Workers

- Training to up-skill workers so they are able to become innovators and secure better paying jobs; and
- Career pathway knowledge as indicated by the number of incumbent workers that self-report a lack of knowledge about career pathways and appropriate training for vertical transitions in occupations.

d. Youth

- Job placement assistance since young adults still have higher than pre-recession unemployment rates according to *The Employment Situation* from the Bureau of Labor Statistics²;
- Assistance determining a clear career path and understanding employer expectations; and
- Work readiness, basic skills, and soft skills training.

2. Describe any workforce investment needs in your WDA not reported in 1.a-d.

N/A

3. Describe how these needs were identified.

- | | |
|--|---|
| • Industry partnership meetings | • Job Center surveys of job seekers/employers |
| • Employer follow-up surveys | • One-on-one conversations with job seekers |
| • Employer Relations Specialists meetings with employers | • Discussions with partners |
| • State labor market data | • Credible studies (e.g., Manpower surveys, <i>The State of Working Wisconsin</i>) |

B. Labor Market Information

1. Provide an analysis of the regional economic conditions including –

a. Existing and emerging in-demand industry sectors and occupations.

To have an accurate view of the labor market found in the local Workforce Development Area (WDA), existing and emerging in-demand industry sector and occupation information was analyzed. The table below shows the annual average employment in the WOW WDA both in 2014 and 2016.

TOP TEN LARGEST INDUSTRIES – ANNUAL AVERAGE EMPLOYMENT BY SUBSECTOR			
Industry/NAICS Title	Year	Change	% Change

¹ L. Allen Phelps. *Wisconsin Efforts to Prepare Youth For success in the Workplace*. Wisconsin Center for Education Research, University of Wisconsin – Madison. July 2015. https://www.purdue.edu/hhs/hdfs/fii/wp-content/uploads/2015/07/s_wifis31c04.pdf

² Bureau of Labor Statistics – U.S. Department of Labor. *The Employment Situation*. December 2015.

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NAICS Code		2016	2014	2014-2016	2014-2016
000000*	All NAICS Subsectors	345,750	335,386	10,364	3.1%
238	Specialty Trade Contractors	13,226	11,441	1,785	15.6%
332	Fabricated Metal Product Manufacturing	13,899	13,762	137	1.0%
333	Machinery Manufacturing	11,789	11,865	-77	-0.6%
423	Merchant Wholesalers, Durable Goods	13,846	13,442	404	3.0%
541	Professional, Scientific, and Technical Services	18,976	17,522	1,454	8.3%
561	Administrative and Support Services	17,634	18,047	-414	-2.3%
611	Educational Services	18,617	18,233	384	2.1%
621	Ambulatory Health Care Services	14,837	14,764	73	0.5%
623	Nursing and Residential Care Facilities	10,286	9,828	458	4.7%
722	Food Services and Drinking Places	23,313	22,116	1,197	5.4%

Source: Longitudinal Employer-Household Dynamics (LEHD), Quarterly Workforce Indicator (QWI). Employment values are an annual average of the beginning of quarter employment for each 3 NAICS-digit industry.
 *Due to required BLS suppression, the sum of employment for the listed 3-digit industries may not equal the level reported for all NAICS subsectors '000000'. Suppressed industries not listed

The chart below gives a snapshot of the in-demand occupations found in the WOW WDA. Retail continues to have the most average annual total openings followed by general office clerks, customer service, and food prep/serving workers.

WOW WDA - LONG TERM OCCUPATIONAL PROJECTIONS, 2014-2024				
Rank	SOC Code	SOC Title	% Change (2014-2024)	Average Annual Total Openings
	00-0000	Total, All Occupations	7.22	11,947
1	41-2031	Retail Salespersons	3.07	417
2	43-9061	Office Clerks, General	4.20	313
3	43-4051	Customer Service Representatives	8.78	288
4	35-3021	Combined Food Preparation and Serving Workers, Including Fast Food	13.29	279
5	41-4012	Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products	11.74	278
6	53-7062	Laborers and Freight, Stock, and Material Movers, Hand	5.62	271
7	35-3031	Waiters and Waitresses	4.77	263
8	41-2011	Cashiers	0.13	226
9	39-9021	Personal Care Aides	30.58	196
10	37-2011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	10.49	174

Source: Office of Economic Advisors, Wisconsin Department of Workforce Development, March 2018

The chart below provides a view of industry projections for 2014-2024. The largest industries in the area are manufacturing; trade, transportation, and utilities; and education and health services. All industries with the exception information and government are expected to grow between 2014 and 2024, with the largest growth in other services, construction, and financial activities.

WOW WDA - LONG TERM INDUSTRY PROJECTIONS, 2012-2022				
Industry	2014 Employment*	2024 Projected Employment	Emp. Change (2014-2024)	% Change (2014-2024)
Total All Industries	381,956	409,529	27,573	7.2
Goods-Producing	88,732	92,094	3,362	3.8

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Natural Resources and Mining	4,359	4,515	156	3.6
Construction	17,142	19,708	2,566	15.0
Manufacturing	67,231	67,871	640	1.0
Services-Providing	274,746	297,204	22,458	8.2
Trade, Transportation, and Utilities	68,187	71,481	3,294	4.8
Information	5,640	5,492	-148	-2.6
Financial Activities	20,397	22,979	2,582	12.7
Professional and Business Services	44,566	49,667	5,101	11.5
Education and Health Services	75,883	81,709	5,826	7.7
Leisure and Hospitality	29,489	32,233	2,744	9.3
Other Services (except Government)	20,011	23,137	3,126	15.6
Government	10,573	10,506	-67	-0.6
Self Employed	18,478	20,231	1,753	9.5

* Due to confidentiality, data is suppressed and detail may not add to totals.

Source: Office of Economic Advisors, Wisconsin Department of Workforce Development, November 2016.

b. The employment needs of employers in those industry sectors and occupations.

Listed below are the estimated needs of employers listed by occupation. The number of job opening reflects the need within the in-demand sectors of manufacturing, healthcare, and administrative/ support and professional services, where information technology occupations are often found.

WOW WDA -LONG TERM OCCUPATIONAL PROJECTIONS, 2014-2024	
Occupation	Annual Job Openings
Total, All Occupations	11,947
Retail Salespersons	417
Office Clerks, General	313
Customer Service Representatives	288
Combined Food Preparation and Serving Workers, Including Fast Food	279
Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products	278
Laborers and Freight, Stock, and Material Movers, Hand	271
Waiters and Waitresses	263
Cashiers	226
Personal Care Aides	196
Janitors and Cleaners, Except Maids and Housekeeping Cleaners	174
General and Operations Managers	164
Registered Nurses	163
Bartenders	157
Stock Clerks and Order Fillers	154
Computer-Controlled Machine Tool Operators, Metal and Plastic	136
Teacher Assistants	133
Elementary School Teachers, Except Special Education	125
Landscaping and Groundskeeping Workers	122
Nursing Assistants	117
Maintenance and Repair Workers, General	113
Cooks, Restaurant	111
Accountants and Auditors	110
Team Assemblers	110
Preschool Teachers, Except Special Education	109
Heavy and Tractor-Trailer Truck Drivers	108

Childcare Workers	102
Machinists	102
Secondary School Teachers, Except Special and Career/Technical Education	99
First-Line Supervisors of Office and Administrative Support Workers	96
Fitness Trainers and Aerobics Instructors	91
<i>Source: Office of Economic Advisors, Wisconsin Department of Workforce Development, November 2016</i>	

2. Provide an analysis of the knowledge and skills needed to meet the employment needs of the employers in the region, including employment needs in in-demand sectors and occupations (data will be compiled from (a) and (b) and will include common skills and educational requirements as defined in O*Net)

Common knowledge and skill needs that employers in the region have expressed for in-demand jobs are: social perceptiveness, active listening, coordination, effective speaking, critical thinking, reading comprehension, customer service, monitoring self and others, sound decision making, deductive reasoning, effective writing, operation and control, quality control analysis, equipment maintenance, strategic planning. Additionally, all employers state the need for soft or essential skills in all in-demand sectors and occupations.

3. Provide an analysis of the workforce in the region, including current labor force employment (and unemployment) data, and information on labor market trends and the educational and skill levels of the workforce in the region, including individuals with barriers to employment.

Below are tables that show an analysis of the workforce in the WOW WDA. All data below is from the Wisconsin Department of Workforce Development Bureau of Workforce Training - Labor Market Information - LAUS, Office of Economic Advisors, queried on March 13, 2018. The data in the tables below indicate that the WOW area is experiencing a reduction in unemployment as shown by the change for 2015 to 2017. In the area, the estimated labor force participation rate has remained constant at 70.1% since 2015, indicating that a large percentage of individuals in the three counties are actively involved in the labor force. Looking at the estimated employment to population ratios, there is a slight increase but overall the ratio has remained constant around 67% since 2014.

Within Waukesha, Ozaukee, and Washington Counties, the workforce is predominantly white making up 94% of the population, followed by Asian (3%) and African American (1%). Regarding education attainment, the majority of the workforce has some college or an associate’s degree (44%); followed by high school graduate (including equivalency) (30%) and Bachelor’s degree or higher (15%).

Labor Force Employment and Unemployment Data

	2015	2016	2017
Period	Annual	Annual	Annual
Labor Force	345,984	348,746	350,871
Employed	332,889	336,384	340,735
Unemployed	13,095	12,362	10,136
Unemployment Rate	3.8%	3.5%	2.9%

Estimated Labor Force Participation Rate

County	2000	2005	2010	2011	2012	2013	2014	2015	2016
Ozaukee	76.5%	70.3%	68.7%	69.0%	68.5%	68.6%	68.6%	68.4%	68.7%
Washington	78.8%	73.2%	73.9%	72.8%	72.1%	72.0%	71.9%	71.6%	71.6%
Waukesha	77.2%	71.7%	72.4%	70.8%	70.2%	70.4%	70.4%	70.2%	70.0%
Average	77.5%	71.7%	71.7%	70.9%	70.3%	70.3%	70.3%	70.1%	70.1%

Estimated Employment to Population Ratios

County	2000	2005	2010	2011	2012	2013	2014	2015	2016
Ozaukee	73.9%	67.7%	63.8%	64.8%	64.7%	65.0%	65.6%	65.8%	66.3%

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Washington	75.9%	70.1%	67.9%	67.8%	67.7%	67.8%	68.5%	68.9%	69.1%
Waukesha	74.4%	69.0%	67.1%	66.2%	66.1%	66.5%	67.2%	67.5%	67.5%
Average	74.7%	68.9%	66.3%	66.3%	66.2%	66.4%	67.1%	67.4%	67.6%

		WOW	Wisconsin
Veteran Labor Force	18-34 Total	111,453	1,289,644
	18-34 Veteran	2,169	26,378
	18-34 Nonveteran	109,284	1,263,266
	35-54 Total	172,978	1,506,409
	35-54 Veteran	6,555	79,266
	35-54 Nonveteran	166,423	1,427,143
	55-64 Total	91,812	779,606
	55-64 Veteran	5,970	71,957
	55-64 Nonveteran	85,842	707,649
	Total	376,243	3,575,659
		WOW	Wisconsin
Disability Labor Force	<i>Worked Full Time</i>		
	Total	219,695	1,914,599
	With a Disability	7,438	78,619
	No Disability	212,257	1,835,980
	<i>Worked Less than Full Time</i>		
	Total	106,596	1,058,064
	With a Disability	7,182	89,129
	No Disability	99,414	968,935
	<i>Did not work</i>		
	Total	48,893	562,456
	With a Disability	12,588	176,916
	No Disability	36,305	385,540
Total	375,184	3,535,119	
		WOW	Wisconsin
Workforce Race	<i>Race</i>		
	One race	607,295	5,628,875
	White	576,788	4,961,193
	Black or African American	8,317	361,730
	American Indian and Alaska Native	1,414	51,459
	Asian	15,678	148,077
	Native Hawaiian and Other Pacific Islander	211	1,378
	Some other race	4,887	105,038
	Two or more races	9,129	125,923
Total	616,424	5,754,798	
		WOW	Wisconsin
Education Attainment	Less than high school graduate	5,636	65,414
	High school graduate (includes equivalency)	14,155	174,871
	Some college or associate's degree	20,945	262,402
	Bachelor's degree or higher	7,107	59,361
	Total	47,843	562,048

4. Describe any WDA specific labor market characteristics not reported in 1.a. and b.

PEOPLE	WOW	WISCONSIN	NATIONAL
Population			
Population estimates, July 1, 2017	624,151	5,795,483	325,719,178

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Population estimates base, April 1, 2010	608,218	5,687,288	308,758,105
Population, percent change - April 1, 2010 (estimates base) to July 1, 2017	2.50%	1.90%	5.50%
Age and Sex			
Persons under 5 years, percent, July 1, 2016	5.17%	5.80%	6.20%
Persons under 18 years, percent, July 1, 2016	22.03%	22.30%	22.80%
Persons 65 years and over, percent, July 1, 2016	17.70%	16.10%	15.20%
Female persons, percent, July 1, 2016	50.63%	50.30%	50.80%
Race and Hispanic Origin			
White alone, percent, July 1, 2016	94.47%	87.50%	76.90%
Black or African American alone, percent, July 1, 2016	1.40%	6.60%	13.30%
American Indian and Alaska Native alone, percent, July 1, 2016	0.33%	1.10%	1.30%
Asian alone, percent, July 1, 2016	2.47%	2.80%	5.70%
Native Hawaiian and Other Pacific Islander alone, percent, July 1, 2016	0.10%	0.10%	0.20%
Two or More Races, percent, July 1, 2016	1.27%	1.90%	2.60%
Hispanic or Latino, percent, July 1, 2016	3.53%	6.70%	17.80%
White alone, not Hispanic or Latino, percent, July 1, 2016	91.27%	81.70%	61.30%
Population Characteristics			
Veterans, 2012-2016	36,983	367,227	19,535,341
Foreign born persons, percent, 2012-2016	4.07%	4.80%	13.20%
Housing			
Housing units, July 1, 2016	257,472	2,668,444	135,697,926
Owner-occupied housing unit rate, 2012-2016	76.57%	67.00%	63.60%
Median value of owner-occupied housing units, 2012-2016	\$239,733	\$167,000	\$184,700
Median selected monthly owner costs -with a mortgage, 2012-2016	\$1,679	\$1,391	\$1,491
Median selected monthly owner costs -without a mortgage, 2012-2016	\$617	\$532	\$462
Median gross rent, 2012-2016	\$884	\$789	\$949
Building permits, 2016	2,334	19,274	1,206,642
Families and Living Arrangements			
Households, 2012-2016	243,726	2,310,246	117,716,237
Persons per household, 2012-2016	2.49	2.43	2.64
Living in same house 1 year ago, percent of persons age 1 year+, 2012-2016	89.60%	85.60%	85.20%
Language other than English spoken at home, percent of persons age 5 years+, 2012-2016	5.80%	8.70%	21.10%
Education			
High school graduate or higher, percent of persons age 25 years+, 2012-2016	95.37%	91.40%	87.00%
Bachelor's degree or higher, percent of persons age 25 years+, 2012-2016	39.23%	28.40%	30.30%
Health			
With a disability, under age 65 years, percent, 2012-2016	6.13%	8.30%	8.60%
Persons without health insurance, under age 65 years, percent	3.87%	6.60%	10.10%
Economy			
In civilian labor force, total, percent of population age 16 years+, 2012-2016	69.10%	66.90%	63.10%
In civilian labor force, female, percent of population age 16 years+, 2012-2016	63.57%	63.30%	58.30%
Total accommodation and food services sales, 2012 (\$1,000)	1,025,432	10,303,256	708,138,598
Total health care and social assistance receipts/revenue, 2012 (\$1,000)	3,827,890	40,680,625	2,040,441,203
Total manufacturers shipments, 2012 (\$1,000)	21,724,799	177,728,926	5,696,729,632
Total merchant wholesaler sales, 2012 (\$1,000)	10,717,067	77,066,883	5,208,023,478
Total retail sales, 2012 (\$1,000)	9,658,465	78,201,822	4,219,821,871

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Total retail sales per capita, 2012	\$14,894	\$13,656	\$13,443
Transportation			
Mean travel time to work (minutes), workers age 16 years+, 2012-2016	24.1	21.9	26.1
Income and Poverty			
Median household income (in 2016 dollars), 2012-2016	\$75,669	\$54,610	\$55,322
Per capita income in past 12 months (in 2016 dollars), 2012-2016	\$39,755	\$29,253	\$29,829
Persons in poverty, percent	5.40%	11.80%	12.70%
Total employer establishments, 2015	18,413	139,500	7,663,938
Total employment, 2015	323,184	2,503,532	124,085,947
Total annual payroll, 2015 (\$1,000)	15,845,319	112,406,494	6,253,488,252
Total employment, percent change, 2014-2015	2.95%	2.20%	2.50%
Total nonemployer establishments, 2015	42,283	341,935	24,331,403
All firms, 2012	55,115	432,980	27,626,360
Men-owned firms, 2012	31,148	236,252	14,844,597
Women-owned firms, 2012	15,607	133,859	9,878,397
Minority-owned firms, 2012	2,569	40,507	7,952,386
Nonminority-owned firms, 2012	50,199	379,934	18,987,918
Veteran-owned firms, 2012	4,541	39,830	2,521,682
Nonveteran-owned firms, 2012	46,791	370,755	24,070,685
Geography			
Population per square mile, 2010	462	105	87.4
Land area in square miles, 2010	1,213.35	54,157.80	3,531,905.43
<i>Source: U.S. Census Bureau, State and County Quick Facts, April 9, 2018</i>			

C. Assessment of Current Workforce Investment Activities in the Local Area

- 1. Provide an analysis of the type and availability of workforce development activities for adults and dislocated workers, including education and training, in the local area. This analysis must include the strengths and weaknesses of workforce development activities and capacity to provide workforce development activities to address the education and skill needs of the workforce, including individuals with barriers to employment, and the employment needs of employers. Describe plans to address any weaknesses identified. [§108(b)(1)(D)]**

Activities and services available in the local area for adults and dislocated workers:

- English as a second language instruction
- Basic skill instruction
- Financial literacy services
- Career exploration
- Apprenticeships
- Labor market information
- GED and HSED
- Occupational skills training
- Work experience, both paid and unpaid
- Economic support programs
- Disability related services and programs
- Job search assistance
- Job skills training
- Childcare and transportation assistance
- Assessments
- Internships

In the WDA, there is a wide range of workforce development activities and services available for adults and dislocated workers. There are numerous post-secondary training providers who offer a range of program types, costs, program lengths, and job placement programs. There are literacy programs designed for those with very low basic skills, bridge programs for those who need to upgrade basic skills, short-term/intensive training bootcamps, technical/associated degree providers, 2 year university schools, 4 year colleges, and graduate programs. Most training providers provide tutoring or extra assistance for those who need it.

While there is a strong range of successful programs, there are a few programs that do not have the capacity to train all who are interested, or a few programs which cannot recruit enough students, so courses are cancelled. With greater communication and collaboration, the local area is working together to better market unfilled programs and looking for creative funding avenues for those with wait lists. One specific example is

WCTC's truck driver training program. If class sizes appear to be running low for an upcoming cohort, WCTC's Dean will email WIOA's program manager, who will put out the word to all WDC staff to assist with recruiting to help fill the class.

There is very strong collaboration between local employers and those who develop curriculum so courses are designed to maximize marketability for graduates. Additionally, there are strong apprenticeship programs in the local area for both youth and adults and the Workforce Development Board (WDB, Board) excels at on-the-job training opportunities for program participants.

2. Provide a description and assessment of the type and availability of youth workforce investment activities in the local area including activities for youth who are individuals with disabilities. This description must include an identification of successful models of such activities being used and/or planned. [§108(b)(9)]

Activities and services for youth in the region include:

- English as a second language instruction
- Basic skill instruction
- Financial literacy services
- Career exploration
- Apprenticeships
- Labor market information
- GED and HSED
- Work experience, both paid and unpaid
- Economic support programs
- Disability related services and programs
- Job search assistance
- Job skills training
- Childcare and transportation assistance
- Assessments
- Occupational skills training
- Internships

There are a large number of excellent service providers in the area for youth. The local technical colleges are the largest providers of effective training services and activities for youth: English as a second language instruction, GED and HSED completion programs, basic skill enhancement programs, occupational skill training, and youth apprenticeships. The technical colleges are adept in engaging youth and helping them see how their education will enhance their futures.

Local agencies provide nutritional assistance, economic assistance and family support services. Each county has literacy centers which provide basic skills education for significantly barriered youth. There are parenting support services in each county for young parents and homeless shelters in each county specifically for youth. For youth with disabilities, the Division of Vocational Rehabilitation (DVR) provides assessment, training, job placement, job coaching, and vocational counseling services.

In the WDA there are several successful models that are being used for youth workforce investment activities. The WDB in partnership with the DVR collaborates to provide a year-round work experience program for youth. Additionally, Workforce Development, Inc. (WDI), the WIOA Title 1 provider, has received three rounds of funding from the Department of Labor to run the YouthBuild program which serves young adults who have several barriers.

3. Describe the strategy to identify business requirements within the local area and provide support in meeting their needs. [§682.320]

The WDC's Business Service Unit (BSU) regularly meets with businesses one-on-one, at industry partnership meetings, and at numerous employer events to discuss layoff strategies and activities. Oftentimes the BSU works collaboratively with economic development entities to identify and address employer needs. Additionally, surveys are also utilized to collect information. Below is the WDB's strategy to provide support in meeting their needs:

Training: Incumbent Worker Training, On-the-Job Training, Apprenticeships, and Customized Training can all be used to meet employer's needs and help avert potential layoffs of employees.

Resource Connections: The BSU connects companies to technical colleges, economic development entities, and local chambers of commerce to provide additional training, economic development, and tax-incentive resources to employers.

Additional Assistance: To further support businesses, large-scale job fairs, smaller on-site job fairs, targeted hiring events, application collections, and employer open houses are provided on a regular basis are held. Often information about resources such as UI, job search assistance, skill upgrade services, and OJTs will be supplied to workers who will be displaced.

4. Provide a description and assessment of the type and availability of services available to employers in the local area.

The WDB's primary system for working with businesses is through the operation of the WDC's BSU, designed to address the needs of new and existing WOW employers, integrate workforce development programs to maximize and leverage resources available to promote job creation, and ensure that employers have access to resources in the local area. The BSU develops strong relationships with the business community by providing comprehensive, customer-focused services designed to help businesses maximize their resources for hiring, training, retaining, and expansion. Each company is assigned a representative who is knowledgeable and able to design a plan suited to meet the employer's short- and long-term business needs, typically with a human resource focus. Below are services available to employers:

Labor Market Information: The BSU provide information to employers such as data related to a specific industry, hiring trends, and/or labor market forecasts, to assist employers in making informed decisions. The BSU promotes the Job Center of Wisconsin site to employers; the link is also on the Workforce Development Center (WDC) website. Employer open house events regularly include labor market information resources, and/or focus completely on labor market information with the labor market economist as the featured speaker.

Employer Resources: The WDC offers an annual publication entitled WORK: Workforce Strategies and Solutions for Business. The WORK publication contains articles written from experts in the field related to an array of topics and best practices to inform employers on the latest workforce trends. Historically, topics have included: Sustainability and Greening your Business, Retraining for the Future, Mature Workers - a Valuable Link, Regionalism, Economic Development, Education, and Preparing Youth for the Future. The WORK publication is distributed to over 5,000 regional business leaders annually. DVR provides information and resources for hiring job seekers with disabilities to employers.

Rapid Response: In the unfortunate situation of a company closing, the rapid response team works with the employer to provide the best services possible to the employer and the affected employees. Services range from providing information and WIOA orientation sessions to assisting affected employees in finding new employment. In the case of large dislocations, specialized job fairs are held for the affected employees with numerous other employers who are hiring.

Job & Career Fairs: The WDB, in partnership with WDC partners, hosts job fairs throughout the year as a means of connecting employers and job seekers. There are generally three large, all-industry job fairs held throughout the WOW area in a given year. In addition, smaller employer-specific specialized recruitment events, career fairs, and resume collections are conducted as needed. Partner agencies, particularly Job Service, Waukesha County Technical College (WCTC), Moraine Park Technical College (MPTC), and Milwaukee Area Technical College (MATC), assist in marketing and sponsoring the events.

Application Collection: The BSU provides an application collection service to help employers with a hiring campaign. The BSU serves as the collection point for applications over a several week period. At times, companies arrange one-day recruitments at the WDC where we help promote the event and provide as much support as needed for the recruiters.

On-the Job Training (OJT): OJT funds from Titles 1 and 4 are used to provide training wage reimbursements to employers who hire job seekers who have the aptitude and ability to do a specific job but who may not have previous on-the-job experience in that occupation or industry. Reimbursements are designed to help offset the extraordinary costs of training new hires and close the skills gap. The length of the on-the-job training and wage reimbursement is dependent on the amount of training needed and the complexity of the job.

Incumbent Worker Training (IWT): IWT provides both workers and employers with the opportunity to build and maintain a quality workforce. Incumbent Worker Training can be used to help avert potential layoffs of employees, or to increase the skill level of employees so they can be promoted within the company and create backfill opportunities for the employers. The amount of reimbursement will be dependent on several factors such as wage increase upon completion of training, credential attainment, and employee promotion resulting in an open position.

II. Vision and Workforce Development Area Goals

A. Provide a description of the Board's strategic vision and goals for preparing an educated and skilled workforce including youth and individuals with barriers to employment. Include goals relating to the performance accountability measures based on primary indicators of performance in order to support regional economic growth and economic self-sufficiency. [§108(b) (1) (E)]

The local WDB engaged in strategic planning in 2015 to define its direction and set priorities by examining the external labor market conditions and projections, considering the internal assets and opportunities for improvement, and anticipating the transition from the Workforce Investment Act to the Workforce Innovation and Opportunity Act (WIOA). The goals and key initiatives developed include:

- Ensure the continued economic health of the WOW counties by strengthening the talent pipeline with Milwaukee and the surrounding area.
- Ensure the Board has sufficient resources to sustain the Board's ability to deliver critical services to the community while fulfilling its Mission and accomplishing its Aspiration/Vision.
- Identify the priorities of employers and align programs and services to meet the needs within WOW counties and the surrounding area.
- Identify the needs of job seekers and community members in order to develop new methods or programming for successful engagement in the workforce.
- Facilitate creative approaches to macro workforce issues in collaboration with other organizations.

Services and strategies to serve an educated and skilled workforce, including youth and individuals with barriers, is an expected part of every discussion as the Board aligns each goal to meet performance accountability measures. For example, when identifying the needs of job seekers, the participant is examined and barriers to employment are identified. A common barrier that is identified is soft skill development, especially for youth. To combat this issue and to support regional economic growth and economic self-sufficiency, the local area has purchased soft skill testing and training software which will be used to upgrade soft skills for every participant in the program.

B. Describe strategies to work with the entities that carry out the core programs that align resources available to the local area to achieve the strategic vision and goals described in II.A. [§108(b)(1)(F)]

WDI, Job Service, DVR, WCTC, MPTC, and MATC are the main providers of core services in our local area, and are all actively engaged partners in the WDC. These entities meet regularly to solidify working relationships, partnerships, and processes as well as explore and apply for additional resources to support the employers and job seekers in the WOW WDA. Additionally, the WDB works closely with Employ Milwaukee and the Southeastern Wisconsin Workforce Development Board through the Regional Workforce Alliance (RWA) to address regional talent pipeline issues and create innovative approaches to workforce issues.

C. Describe the measures the WDB will use to track progress toward these goals.

Having set these goals through the strategic planning process with input from the WDB and local elected officials, the goals will be revisited quarterly and progress will be reported to the WDB. These goals are the drivers used when making most business decisions including which grant opportunities to pursue and how to structure programs.

D. Describe the process used to develop your area’s vision and goals, including participants in the process, especially focusing on how industry sector partnerships will be utilized.

During the strategic planning meetings, members of the WDB, local elected officials, and area partners were invited to provide insight into the development of the area’s vision and goals moving forward. Special attention was given to how the WDB would focus on industry sector partnerships and from this industry sector subcommittees were established. These subcommittees, which will be comprised of various WDB members and non-WDB members who represent the local industry subsectors, were developed to provide input into industry sector training needs, programing, grant applications, work-based learning, incumbent worker training, and other issues that arise surrounding industry sectors.

E. In order to achieve the goals identified above, implementation strategies need to be developed. Describe the strategies the WDB will use to achieve the WDA's vision and goals for the local area.

Outlined below are the goals and implementation strategies that were developed during the strategic planning meetings:

1. Ensure the continued economic health of the WOW counties by strengthening the talent pipeline with Milwaukee and the surrounding area.
 - a. Explore partnerships and relationships that facilitate a talent pipeline.
 - b. Ensure training programs in the WOW counties and surrounding areas align with employer needs.
 - c. Assist employers in understanding the need for and value of meeting the labor market where it is by increasing on-the-job training and revising hiring requirements.
2. Ensure the Board has sufficient resources to sustain the Board's ability to deliver critical services to the community while fulfilling its Mission and accomplishing its Aspiration/Vision.
 - a. Be intentional about shaping the funding strategy and policy at the state and federal level.
 - b. Consistently scan for emerging opportunities and develop innovative approaches to remain on the cutting edge.
 - c. Monitor the direction of the Board to ensure the Board stays on the forefront of workforce development practices and remains a leader.
 - d. Maintain strong performance in order to remain competitive when applying for scarce resources.
 - e. Establish leading indicators to better serve the community and increase performance outcomes.
3. Identify the priorities of employers and align programs and services to meet the needs within the WOW WDA and the surrounding area.
 - a. Continually assess and monitor the needs of employers.
 - b. Work with technical colleges as a primary training partner and increase flexibility in training options.
 - c. Further develop demand-driven training through industry sector partnerships.
 - d. Increase the visibility of the Board and the WDCs with employers.
4. Identify the needs of job seekers and community members in order to develop new methods of programming for successful engagement in the workforce.
 - a. Explore methods for flexible delivery of services.
 - b. Further develop the Board's strategy to recruit, serve and place young adults.
 - c. Seek additional opportunities and resources to provide flexible access to workforce services.
 - d. Remain accessible and inclusive for the wide-range of job seekers and community members.
5. Facilitate creative approaches to macro workforce issues in collaboration with other organizations.
 - a. Conduct a landscape analysis for critical elements that contribute to successful employment and foster partnerships to ensure a more seamless system.
 - b. Engage partners through common goals and shared outcomes.

III. Governance and Structure

A. Plan Input and Review Process

1. Describe the process used, in accordance to the five criteria below, to provide an opportunity for public comment and input into the development of the local plan. To provide adequate opportunity for public comment, the Local Board must:

- a. **Make copies of the proposed local plan available to the public through electronic and other means, such as public hearings and local news media;**
- b. **Include an opportunity for comment by members of the public, including representatives of business, labor organizations, and education;**
- c. **Provide no more than a 30-day period for comment on the plan before its submission to the Governor, beginning on the date on which the proposed plan is made available, prior to its submission to the Governor;**
- d. **The Local Board must submit any comments that express disagreement with the plan to the Governor, along with the plan, the WDB's response to those comments, and a copy of the published notice; and**
- e. **Consistent with WIOA section 107(e), the Local Board must make information about the plan available to the public on a regular basis through electronic means and open meetings.**

Following the completion of the plan, the WDB will make copies of the local plan available to the public through local media outlets, electronically, and by posting it to the WDB's website. A thirty-day comment period will be made available to members of the public, including representatives of businesses, labor organizations, and education.

After the thirty day comment period, any comments that are received will be sent to the Governor, along with a proposed plan to resolve the issue, a copy of the plan, and a copy of the published notice. In accordance with the WIOA Section 107 (e) the WDB will make all information about the plan available to the public.

2. Describe how local workforce partners were involved in the development of the WDB's local plan. Also describe how local partners will be involved in the ongoing implementation of the local plan.

Several strategic planning meetings were held to develop the vision of the Board under the WIOA regulations. Members of the Board, local employers, and workforce partners participated in these meeting and discussed goals and initiatives for the WDB to pursue under the WIOA. This information has shaped the local plan. Additionally, core partners were engaged one-on-one during the creation of the plan.

Our partners will be involved in the implementation of the local plan on an ongoing basis through meetings and future strategic planning events. Information about the plan is public and open to comment so any issues or comments that are received will be discussed and used to better direct the implementation of the plan.

B. Chief Elected Official(s) (CEO)

1. Describe the role of the CEOs in the governance and implementation of WIOA in the local area. In local areas consisting of more than one unit of government, describe the decision making process between the local elected officials. If this is addressed in a WDB/CEO Agreement, please state that it is included in that Agreement and provide the section where it can be found.

This information is found in Appendix A of the CEO Consortium agreement found as Attachment H.

2. Section 683.710(b) (2) states that when a local workforce area is composed of more than one unit of general local government, the liability of the individual jurisdictions must be specified in a written agreement between the CEOs. Please provide this document or specify its location, if it is within another document.

This information is found in the *Partners and Scope of this Agreement* section of the WDB/CEO agreement found as Attachment G.

3. Please submit a WDB/CEO Agreement and/or the CEO Consortium Agreement.

The WDB/CEO Agreement is found as Attachment G and the CEO Consortium Agreement is found as Attachment H.

C. WDB Functions

- 1. Describe any roles and responsibilities, as agreed to with the CEO, which may differ or be in addition to those specified in the Act and regulations. Please identify where these responsibilities are listed in the WDB/CEO Agreement.**

This information is found in Appendix A of the CEO Consortium agreement found as Attachment H.

- 2. Identify the fiscal agent or entity responsible for the disbursement of grant funds. If a fiscal agent is used, attach the current contract and identify who has signatory authority. Submit the WDB/Fiscal Agent Agreement.**

This information is found in the *Partner and Scope of this Agreement* section of the WDB/CEO Agreement found as Attachment G.

D. WDB Composition

- 1. Describe the nomination and selection process used to appoint local business representatives to the WDB.**

The nomination and selection process used to appoint local business representatives can be found in section 2.2 of the WDB By-Laws found as Attachment P.

- 2. Describe how the Board will provide a leadership role in developing policy, implementing policy, and oversight for the local workforce investment system.**

A description of how the Board will provide a leadership role in developing policy, implementing policy, and oversight for the local workforce investment system can be found in Section 1.2 and section 7.1 of the WDB By-laws found as Attachment P.

- 3. Identify the circumstances that constitute a conflict of interest for, or any matter that would provide a financial benefit to a Board member, a member's immediate family, or a representative entity. Include actions to be taken by the Board or Board member in the event of a conflict of interest. If this question is addressed in your conflict of interest policy, state what section(s) contain the response. Submit the WDB's conflict of interest policy. [§107(h)(1 & 2)]**

Information identifying a conflict of interest can be in sections 4.2 and 6.7 of the WDB By-laws found as Attachment P and also listed as Attachment N.

- 4. Provide a complete and current WDB membership list.**

A complete and current WDB membership list can be found as Attachment M.

- 5. Attach a diagram, description of roles and responsibilities, and regular meeting schedule of the WDB and subcommittees.**

A diagram and regular meeting schedule of the WDB and subcommittees are found as Attachment O. A description of the roles and responsibilities of the WDB and subcommittees can be found in Article 6 and section 7.1 of the WDB By-laws found as Attachment P.

- 6. Describe how the WDB ensures that meetings and information regarding WDB activities are accessible to the public (including persons with disabilities). [§107(e)]**

The WDB ensures that meeting and information regarding WDB activities are accessible to the public by following the Wisconsin State Statutes for opening meetings and found in section 7 of the WDB/CEO Agreement found as Attachment G. All WDB and Committee meeting agendas are sent to County Clerks who make the agenda's public and notify the media. Currently all Board packets include the following statement "Waukesha-Ozaukee-Washington Workforce Development Board is an Equal Opportunity Employer and Program Provider. If you have a disability, need information in an alternative format, including language assistance or translation, and/or need assistance with this information, please contact Laura Catherman at (262)409-4627 or call through Wisconsin Relay Service 711."

7. Describe the process the WDB will use to notify the CEO of any vacancies and to fill those vacancies with appropriate representatives.

A description of the process the WDB uses to notify the CEO of any vacancies and the process to fill those vacancies can be found in section 6.D of the WDB/CEO Agreement found as Attachment G.

8. Attach the Workforce Development Board By-Laws including date adopted/amended. The by-laws must comply with the parameters listed in Admin Memo 15-05.

The adopted WDB by-laws are found as Attachment P.

E. Youth Standing Committee

1. Describe the role and responsibilities of the Standing Youth Committee.

Not Applicable.

2. Describe how the Standing Youth Committee is involved in developing policy.

Not Applicable.

3. Identify circumstances that constitute a conflict of interest for Standing Youth Committee members and describe how codes of conduct and conflict of interest issues related to Standing Youth Committee members will be addressed. If this question is addressed in your conflict of interest policy, state what section(s) contain the response. Submit the conflict of interest policy.

Not Applicable.

4. Describe how the Standing Youth Committee conducts oversight with respect to eligible providers of youth services in the local area and their role in provider selection.

Not Applicable.

5. Describe how the local board will conduct oversight of youth workforce investment activities under WIOA section 129(c).

In Early 2018, the WDB met to restructure their subcommittees. Two subcommittees were developed, Talent & Business Services Committee and Strategic Initiatives Committee. Topics around youth development and engagement as well as review and discussion of youth service contracts will fall under the Talent & Business Services Committee. The Talent & Business Services Committee will conduct oversight of youth workforce investment activities.

F. WDB Support and Administration

1. If the WDB employs staff, identify the number of staff (time percentage), general role, and as part of what structure/organizational entity. Indicate whether or not this same entity has staff that provides direct WIOA services. Submit the WDB Staff Agreement and/or job description for WDB Director.

The WDB does not directly employ staff. The WDB Director is employed by the WDB's fiscal agent, Waukesha County. The position description for the WDB Director is included below.

WORKFORCE DEVELOPMENT BOARD DIRECTOR

FUNCTION OF THE JOB

Under direction, of the Waukesha-Ozaukee-Washington Workforce Development Board be responsible for the overall direction and leadership of the joint job training systems and initiatives as directed by the Board; and to perform other duties as required.

CHARACTERISTIC DUTIES AND RESPONSIBILITIES

1. Provides direction and overall management of the job training systems for the tri county consortium.
2. Provides executive support and leadership to the WOW Board and it's sub-committees through the development of policy recommendations for their consideration and adoption.

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3. Provides staff support to elected and appointed County leaders and makes policy recommendations on job training programs.
4. Manages with the assistance of County staff the financial and administrative systems which includes budgeting, sub-contracting, and the accounting of expenditures.
5. Advises on policy issues, strategic initiatives, and funding sources.
6. Directs the management of the marketing, planning, evaluation and program oversight of the workforce system.
7. Establishes synergies with partner agencies through maintaining knowledge of programs and services, and works with these agencies to improve coordinated services that benefit both employers and job seekers.
8. Works with the business leaders, partner agencies, and other stakeholders, to develop and propose a strategic plan to address the primary business objectives and goals of the Workforce Development Board.
9. Directs the selection, supervision, evaluation and training of assigned staff.
10. Represent the Workforce Development Board to professional groups, local and state governments, community agencies, the media, and the general public
11. Establishes and maintains effective working relationships with staff, sub-agents, public and private employers, local government officials, and the public.
12. Perform other related duties as assigned.

QUALIFICATIONS

Essential Knowledge and Abilities

1. Thorough knowledge of leadership and effective communication principles and practices.
2. Thorough knowledge of federal and state laws, regulations, standards, and policies related to employment and training programs and services, standards, and other job development programs.
3. Comprehensive knowledge of policy analysis and problem solving principles and practices.
4. Considerable knowledge of public information and public relations principles and practices.
5. Considerable knowledge of financial and budgeting principles and practices.
6. Ability to utilize appropriate technology
7. Ability to plan, prioritize, and complete complex tasks.
8. Ability to make decisions and resolve conflict.
9. Ability to communicate effectively ideas in a verbal or written format.

Training and Experience

1. A Bachelor's degree from a recognized college or university with a degree in business administration, management, social work, human resources or other related area.
 2. Five years of responsible, professional work experience in business administration, management, social work or other related area performing administrative, programmatic, policy or procedural research, analysis and planning.
 3. A master's degree from a recognized college or university in business administration, management, social work, human resources, or a closely related field may substitute for one year of work experience.
- 2. Include an organizational chart with an 'effective as of date' of WDB staff, administration and support.** The WDB does not directly employ staff. The President is an employee of the WDB's fiscal agent, Waukesha County.
- 3. Provide a copy of the Administrative Entity/Fiscal Agent's organizational chart with an 'effective as of date'.**
A copy of the Administrative Entity/Fiscal Agent's organizational chart is found as Attachment S.

4. Attach a copy of the WDB’s current Cost Allocation Plan.

The WDB’s current Cost Allocation Plan is found as Attachment T.

5. Describe and submit the WDB’s cash management policy and procedures.

The WDB cash management policy is found as Attachment U. The cash management policy minimizes the amount of cash on hand to greatest extent possible.

6. Is an Indirect Cost Rate or de minimis rate of 10% used?

A de minimis rate of 10% is used.

7. Describe fee for service(s) activities, and how the funds are accounted for. Submit the WDB’s local policy regarding fee for services.

The fee-for-service policy is found as Attachment V. Fee-for-services generates funds that are used to improve the scope and quality of customer service. These services include, job fairs, open houses, application collection, specialized recruitment, and other customized services. All fee for services funds and expenses are tracked under a separate account fund.

8. Employee health and welfare costs incurred in accordance with local board policies are allowed for the improvement of working conditions, employer-employee relations, employee health, and employee performance are allowable (2 CFR 200.437). Submit the WDB's policy for the provision of these costs for WDB staff.

The Employee Health and Welfare Cost Policy is found as Attachment K.

9. Incentive compensation to employees based on cost reduction, or efficient performance, suggestion awards, safety awards, etc., is allowable (2 CFR 200.430). Provide the WDB's policy for incentive compensation to employees and/or service provider staff.

The Incentive Compensation Policy is found as Attachment L.

10. Submit the WDB's personnel policies and procedures.

Not applicable, the Board does not directly employ staff.

IV. One-Stop System and Service Delivery

A. One-Stop Service Delivery

1. Describe the One-Stop delivery system in your local area, including the roles and resource contributions of One-Stop partners. [§121(a)] Include a list of the comprehensive One-Stop Centers and the other service locations in your job Center network.

Locations: The WOW area One-Stop delivery system includes 2 comprehensive WDCs and one affiliate WDC (see Form D for locations). The Waukesha County WDC has 7 partner agencies, the Washington County WDC has 5 partner agencies, and the Ozaukee County WDC has 4. All three WDCs are located on Wisconsin Technical College campuses, including WCTC (Pewaukee), MPTC (West Bend), and MATC (Mequon). Additionally, DVR has two affiliate sites in Waukesha and Ozaukee Counties.

Governance: The system is governed by the WDB with support from site specific leadership teams and WDC Coordinators. The Job Center Coordinator reports statistical information on WDC activity across all partners including customer satisfaction.

Leadership: Leadership teams in the WDCs consist of agency directors and presidents that meet routinely, and onsite program supervisors who meet monthly. Representatives are included from all partner agencies. All staff in the three WDCs participate in inter-agency trainings, information sessions, events, and WDC practices.

Single Point of Access: The WDCs include singular reception areas that provide access to workforce services both onsite and offsite. There is a receptionist/information specialist, including a bi-lingual receptionist in

Mequon. WDC reception includes sign-in, initial screening, referral, and brief orientations to WDC services across agencies. The function is cost allocated to all onsite partners.

Services: The WDCs include resource rooms, computer labs, classrooms, conference rooms, workshop facilities, career planners, and staff content experts on labor exchange, re-employment, resumes, job search, careers, training, education, and the labor market. The BSU focuses on services for employers; including assisting with recruitment, on the job training, job fairs, dislocations, and connection to expansion and development resources.

Hybrid Offerings: Regional, national, industry specific, and specialized limited term training initiatives are offered through the WDCs. These vary with competitive grant award cycles and currently include Building Futures, a YouthBuild Program; Windows to Work, a placement program for ex-offenders; and a disability-related placement initiative.

Shared Support: All entities that have staff onsite support the cost of operations through leases and the allocation of common costs through operating agreements. Allocation methodology is based on relative share of dedicated offices as a portion of all dedicated space within a WDC. Shared costs include conference & training rooms, other common space, technology and technology support, marketing, operations coordination, and reception.

WDC Partners and Roles within the WDCs

- ResCare Workforce Services: Wisconsin Works (W2) and FoodShare Employment and Training (FSET) provider, located in all 3 WDCs.
- Division of Vocational Rehabilitation: provider of vocational counseling, employment and training services for those with documented disabilities, located in the Waukesha, and Washington County WDCs with affiliate sites in Waukesha and Mequon.
- State of Wisconsin Department of Workforce Development: provider of labor exchange, veteran services, and re-employment services, located in all 3 WDCs.
- Independence First: Provider of job placement and benefit information, independent living skills training, located in the Waukesha County WDC
- Waukesha County: Provider of Job Center Coordinator Position
- WCTC: Provider of career planning, adult basic education services, GED prep and testing, ELL, work readiness training and post-secondary training, located in the Waukesha WDC
- MATC: Provider of career planning, adult basic education services, GED prep and testing, ELL, work readiness training and post-secondary training, located in the Ozaukee WDC
- MPTC: Provider of career planning, adult basic education services, GED prep and testing, ELL, work readiness training and post-secondary training, located in the Washington WDC
- WOW WDI: WIOA provider of adult, dislocated, youth and special response, work readiness training, soft skill training, located in all 3 WDCs

Other Partners: Other agencies present in WDCs include sub-contractors and agencies that provide complimentary services. Currently these include: Nissen Staffing Continuum, Inc. (a private employment agency), the YMCA (an onsite childcare vendor through subcontract with Arbor), and Lincoln Electric (an industry partner of WCTC).

2. Is each of the required WIOA partners included in your One-Stop delivery system? Describe how they contribute to your planning and implementation efforts. If any required partner is not involved, explain the reason. [§121(b)]

Yes, all required partners are included in the One-Stop delivery system.

The following programs are available onsite within the area WDCs:

- WIOA funded programs,
- DWD required programs

- WCTS required programs
- Public assistance work programs: FSET, W2, Emergency Assistance
- Grant-funded programs including Windows to Work, H-1B TechHire, and YouthBuild

All partners assist with planning and oversight either as part of the WDB, through one of its sub-committees, or as part of a leadership team within the WDC. Budgets, minutes, policies, and operations are jointly developed, agreed upon, and implemented. E-mail list serves, staff websites, network drives, and all staff events are used to inform and engage all partners including staff at all levels in planning, customer outcomes, and continuous improvement.

The following programs are located outside of the area:

- Migrant employment programs,
- Senior employment programs,
- Job Corps, native employment programs,
- Second chance programs.

Connections for these programs are maintained through staff presentations, brochures, and joint activities where appropriate. These programs do not have staff located in in the WDCs. Some have very limited eligible populations (such a migrant programs). For those that do have eligible customers, space is provided in the WDC for customer meetings. Community Development Block Grant programs are not available onsite in the WDC but the WDC supports these programs through referral and outreach.

3. Identify non-required partners included in the local One-Stop delivery system.

- Waukesha County (employer of record for Job Center Coordinator on behalf of all partners)
- Independence First (disability advocacy provider)
- Nissen Staffing Continuum, Inc. (private employment agency)
- Lincoln Electric (industry partner of WCTC)
- YMCA (onsite childcare provider, Arbor sub-contractor)

4. Describe how entities within the One-Stop delivery system, including One-Stop operators and One-Stop partners, will comply with Section 188 and the Americans with Disabilities Act regarding physical and programmatic accessibility of facilities, programs and services, technology, and materials for individuals with disabilities, including providing staff training and support for addressing needs of individuals with disabilities. Describe how the WDB incorporates feedback received during consultations with local Independent Living Centers regarding compliance with Section 188 of WIOA.

A yearly Section 188 review is conducted of the comprehensive WDCs and updates are posted on the staff-side of the website. The yearly review examines physical and programmatic accessibility of facilities, programs and services and technology. With reviews having been conducted by independent Americans with Disabilities Act (ADA) entities hired by the technical colleges, previous reviews by Independent Living Centers staff, and our own yearly reviews, the physical location has been found to meet compliance. Technology is the area where the most changes occur and require the most attention. Recent technology added to the WDCs includes larger monitors for the resource room to access Job Center of Wisconsin (JCW) and accessible workstation computers, different/more accessible mice, large print keyboards and one-handed keyboards.

Regular staff training is conducted on several levels. When new staff are hired, part of the New Employee Orientation includes information on Section 188, responsibilities of staff and benefits, services, and technology available to customers. Ongoing training is also provided during interagency All-Staff meetings and in the form of Lunch-N-Learns.

5. Describe the WDB's policies and procedures for resolving grievances or complaints filed by participants and other interested parties affected by the local workforce system, including one-stop partners and service providers.

The local WDB's WIOA complaint policy and procedures for participants, partners and/or service providers are contained in Local Policy 4-04 WIOA Grievance Procedure and cover any complaints filed against the WIOA program services. All WIOA participants are provided a WIOA Appeals Procedure Letter at the time of enrollment.

The process includes notifying the Board of issues including the denial of WIOA services. All efforts are made to resolve issues locally and in the event that is not possible, the procedures are designed to allow for due process and completion of an official WIOA Complaint Form. Once a complaint is filed, the Board requires that an investigation of the complaint is completed which includes gathering information from the WIOA participant, followed by a maximum 15-day written resolution.

If a complaint is received regarding other partner programs and services, including Titles II and IV, the individual is connected with the agency's supervisor who initiates that program's complaint process. For example, if there is a grievance against DVR, the complainant is assisted in contacting the supervisor. The supervisor then explains DVR's process, which is as follows:

DVR consumers have up to 12 months to appeal a DVR decision. They can ask for an informal review of the decision by a DVR supervisor. They can ask for mediation to try and reach an agreement with DVR. Or they can ask for an impartial hearing. An Impartial Hearing Officer will hear both sides of the case and make a decision. There is additional assistance available by contacting the Client Assistance Program (CAP) for those who need it. Similarly, anyone who has a complaint against any of the Adult Basic Education programs or services is connected with the local agency supervisor who walks the complainant through their grievance process.

For general public services and/or discrimination complaints in the one-stop system from participants, partners and/or service providers, the system-wide Complaint Coordinator is the current District Director with the State of Wisconsin's Bureau of Job Service. Information on how to file a complaint of this type is posted in multiple areas in the WDCs.

6. Helping veterans obtain training and employment is the responsibility of all Job Center staff. The local Job Center must provide priority of service to all veterans and eligible spouses to ensure that the full range of employment and training services are provided in a comprehensive, customer-driven, and seamless manner. Describe processes in place at the point of entry to the system to identify veterans and eligible spouses who are entitled to priority of service (including signage and/or designated areas and staff training). Submit any implementing policies or procedures describing how priority of service is implemented uniformly and appropriately across the local workforce system.

The Veteran Priority policy is found as Attachment Z. Every customer who visits the WDC is asked to sign-in and to indicate veteran's status. For those who identify as a veteran or the spouse of a veteran and who are first-time visitors receive an overview of the full breadth of services available in the workforce system, priority of service, and are also informed of other entitlements offered in the county through the veteran's services office. Depending on the individual's needs, referrals are made to the appropriate programs. For those who may need in-depth services, the Significant Barrier to Employment Form is completed and referral is made to a Disabled Veteran Outreach Program Specialist. Other referrals could be to the WIOA dislocated worker program, DVR, FSET, W-2, resource room, or any other Center service. Co-enrollments are encouraged to make sure veterans receive the full benefits of all possible programs.

All WDC staff have received training on the Significant Barrier to Employment Screening tool by veteran's staff at All-Staff meetings.

7. Please list which career services are provided by which partners to job seekers and employed workers.

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- Comprehensive and specialized assessments: WDI, DVR, ResCare Workforce Services, , the three technical college partners MATC, WCTC, MPTC
- In-depth interviewing and evaluation: WDI, DVR, ResCare, , MATC, WCTC, MPTC, Job Service/TAA
- Development of an individual employment plan: WDI, DVR, ResCare, Job Service/TAA, Vets,
- Group counseling: WDI, Job Service Career Counselor, WCTC, MATC, MPTC
- Individual counseling: WDI, DVR, ResCare, MATC, WCTC, MPTC, Job Service/TAA, Vets
- Career planning: WDI, DVR, ResCare, MATC, WCTC, MPTC
- Short-term pre-vocational services: WDI, DVR, ResCare, MATC, WCTC, MPTC
- Internships and work experiences: DVR, ResCare, and WDI
- Workforce preparation activities: WDI, DVR, ResCare, , MATC, WCTC, MPTC, Job Service TAA/Vets
- Financial literacy services: WCTC, outside agencies
- Out-of-area job search assistance and relocation assistance: Job Service/TAA, DVR
- English language acquisition and integrated education and training programs: WCTC, MATC, MPTC
- Follow-up services: WDI, DVR, ResCare,

8. Describe the strategy to identify business requirements within the local area [682.320]. In addition, describe the business services available to area employers through the One-Stop system, and who provides these services. Provide details about any fee-for-service business services.

To identify business requirements within the local area, the BSU meets regularly with employers. The BSU consists of members of the Core Partners. Additionally, surveys are sent to employers. With the gathered information, reports are developed to identify business requirements. For instance, research is done with industry partnership groups, the County and Business Alliances, local partners, and businesses in the community.

The WDB provides seminars on retention issues to keep businesses informed. Information and research on human resource strategies and trends affecting employment can also be provided. Additionally, services such as coaching and assessment tools are available to help create the best job match and keep employees motivated.

Hiring: The WDB offers a full range of services to assist businesses and employers with their hiring needs. The WDB uses the JCW, Talent Acquisition Portal (TAP), Wisconsin TechConnect, and America’s Job Bank to post jobs and review resumes. Staff can also provide employers with current information on available tax incentives, labor market information, and labor laws. Large job fairs are held throughout the year to assist with recruitment and hiring. In addition, staff can work with employers to create customized recruitment packages and job fairs specific to their organization and hiring needs. These recruitment packages include marketing and pre-screening of job applicants.

Training: The WDB offers several training programs and incentives to help local businesses and employers stay competitive in today’s economy. On-the-job training funds are available to help businesses offset the cost of training new hires that lack job-critical skills. Customized training programs can be arranged for an employer or a group of employers with shared training needs. Staff can also work with employers to place job seekers in a youth internship or cooperative education opportunity.

Retaining Talent: The WDB provides seminars on retention issues to keep businesses informed. Information and research on human resource strategies and trends affecting employment can also be provided. Additionally, services such as coaching and assessment tools are available to help create the best job match and keep employees motivated.

Expansion: The growth and expansion of area businesses contributes to the economic well-being of the region. The WDB connects businesses and employers to expansion resources including tax credits, grants and capital finance.

Mass Layoffs and Business Closings: When workers are laid off due to a business closing or mass layoff, a special process referred to as Rapid Response is used to quickly assess the reemployment needs of affected workers and to get information to those workers. Information sessions are held to discuss unemployment insurance benefits, alternative pension and insurance programs, occupational skills training course availability, reemployment services, and Veteran’s benefits. Additional services to businesses may include: facilitating an initial planning meeting, defining an in-plant assistance committee, planning orientation sessions for workers, conducting a worker survey to determine reemployment services, coordinating services among private and public employment and training agencies, and organizing onsite specialized recruitment events with other local employers.

Additional services include:

- Workplace education
- Apprenticeship training
- On-the-job training
- Incumbent Worker Training
- Job matching
- Employee recruitment programs
- Assistance for federal contractors in meeting the hiring requirement of Section 503
- Information on ADA, workplace accommodations, and labor laws
- Space for interviewing job applicants
- Labor market information
- Site selection
- Job fairs
- Internships and Co-ops
- Job listing (Job Center of Wisconsin)

In addition to these services, the WDB does provide fee-for-service options to employers such as job fairs, application collection, specialized recruitment, and employer open houses. These services provide employers the opportunity to learn new information about the changing workforce and access new talent.

9. Describe how "Center-based" business services are provided. This description should include how all programs that conduct business services are included in the system and the coordination practices; and how input and feedback from all partners is received and implemented equitably.

Ongoing meetings take place with job service, DVR, WCTC, ResCare, and other WDC partners to coordinate roles and business services. The BSU utilizes Salesforce to document business communications and services. This assists with avoiding duplication of service. All entities have agreed to protocols for sharing employer contacts and information to ensure an equitable approach.

10. Describe actions taken by the WDB to promote maximum integration of service delivery through the One-Stop delivery system for both business customers and individual customers. Attach any local policies or procedures in support of this.

Integration of services is discussed at all levels; at ground level, by supervisors/managers as well as at the Executive level. Strategies are developed to provide seamless services for both business and individual customers. Integration is often funding-driven; for example, to facilitate more co-enrollments between WIOA and FSET, funding was offered to WIOA participants to encourage co-enrollment into FSET. There were specific training programs chosen and, when WIOA funding was almost fully allocated, co-enrollments assured that both programs remained able to serve new customers. Integration is also fostered by using WDC developed forms that allow for the ability to communicate across programs (i.e. WDC-wide consent and release of information forms). Additionally, outreach presentations are shared across the system. With business services, one example of integration involves on-the-job training incentives. An individual job seeker is marketed to businesses and additional incentives are offered. So at the time of OJT contract development and there is an offer to hire, any partner agency can then work with the business on the contract.

Local policy supports maximum integration of service delivery; this is found in several of the WDB’s policies:

- CM-07 Supportive Services Policy: Purpose: This policy provides clarification on when and to whom we provide transportation assistance or childcare payments and the procedures for doing so. Supportive services may only be provided to WIOA Title 1 adults, dislocated worker, and youth participants who are unable to obtain supportive services through other programs providing such

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services. (WIOA section 134 (d) (2) (A) and (B).) WIOA funds will be used only after all other appropriate sources have been explored and exhausted. For example, if the participant qualifies for FSET, supportive payments should be explored through FSET funding.

- **E-10 Dislocated Workers and Trade (TAA) Eligibility:** It is our intent to maximize both Trade and WIOA funding by creating a customized service and benefit package for each participant enrolled in both programs. It is expected that coordination between Trade and WIOA local staff will be carried out through ongoing monitoring of the established coordination process with changes made to keep the process as streamlined as possible.

WDB Strategic Planning: The WDB contracted with a consultant with an extensive background in One-Stop systems to conduct strategic planning to help assist with the transition under WIOA. A new Board and sub-committee structure was created to facilitate participation by the partners and stakeholders most critical to the new provisions of WIOA. The WOW One-Stop system has existed for twenty years and the local WDCs have been highly regarded statewide, nationally, and globally throughout time. The new provisions of the WIOA reflect innovations already present in the WDCs and the One-Stop system will continue as a priority of the Board.

WDB: The Board and sub-committees ensure integration at the regional level. This occurs as part of agendas, dialogue, and resource decisions. The Board prioritizes employer input with an expressly stated goal of ensuring the WDCs remain demand-driven.

Job Center Coordinator: The Job Center Coordinator is a neutral position accountable to all partner agencies in the WDC. In partnership with the area's West Bend and Mequon coordinator, the coordinator leads the supervisory team and staff activities. This position maintains the customer satisfaction and improvement procedures for the WDC and reports outcomes to the Board twice a year. The coordinator serves as a communication link between the Board, partner agencies, and staff. Customer satisfaction includes input from individuals and businesses which is used to inform improvements at all levels of leadership in the One-Stop WDCs.

WDC Leadership Teams: Leadership teams specific to the individual WDCs meet three to four times a year with the highest level staff from the main partner agencies housed within the WDCs. Leadership teams instruct the coordinators on high level priorities and decisions related to leases, operating agreements, policies, budgets, new partners, and services.

WDC Operations Teams: Operations teams specific to the individual WDCs meet monthly with supervisor representation from all onsite partners. The Operations team develops consensus on all aspects of operations and interagency staff activities. Activities include safety training, front end reception protocols, events, staff policies, communications, facilities, technology purchases, WDC culture, and interagency staff development. Supervisors inform their staff teams of agreed upon decisions and reinforce communication from the One-Stop WDC coordinator.

All-Staff: All staff in the WDC participate in e-mail communication, bi-monthly interagency All-staff meetings, staff certification programs, interagency training, job fairs and other large scale events, and social functions. The coordinators facilitate ongoing input from all staff as well as ad-hoc planning in specific areas as needed. All-staff meetings are used to inform staff of programs in the WDCs and throughout the community. Ad-hoc planning is used to facilitate program linkage and co-enrollment as appropriate. Recent examples of this process relate to recruitment, referral, and co-enrollments among YouthBuild, WIOA, and FSET programs.

Policy Manual: A WDC policy manual identifies WDC policies agreed upon by all partners.

11. Describe how the WDB will ensure the quality of service delivery and continuous improvement throughout the One-Stop Centers.

The WDC ensures quality of service delivery and continuous improvement throughout the WDCs in several ways:

- a. Through our customer satisfaction process, we routinely seek input from customers on their satisfaction with services and staff. The input received is reviewed by the local Board and by the local Operations Teams, who responds to any issues and also to actionable items.
- b. Monitoring and oversight. Local reviews of program compliance and service delivery are routine. These reviews help maintain a high level of service for customers.
- c. The Board sets the vision and gets bottom up input from the Job Center Coordinator on behalf of the One-Stop staff and customers and communicates the vision and directives from the Board to the One-Stop staff.
- d. Within the One-Stops, leadership teams, operations teams, and all staff contribute to planning, reporting, integrating, and improving services based upon customer satisfaction reports, input from above and below, directives, and ongoing programmatic changes which occurs through meetings, electronic communications, planning events, training events, and ad-hoc initiatives.

In relation to customer satisfaction, up to six-thousand employers and customers are surveyed each year to determine satisfaction with services including specific areas of strength and weakness within the WDCs. The surveys gather input across all programs. The process has been followed for several years and was developed by an external consultant to allow for longitudinal comparison. Information is used to make improvements and build upon success. The information is reported to the WDB and discussed among supervisors to develop ongoing strategies to improve satisfaction.

In addition to the customer satisfaction survey, a five-session staff certification program is offered at a minimum of once per year to staff in the WDCs. The curriculum is focused on customer improvement and the capstone team project focuses on the recommendation of a customer improvement strategy. This leads to specific improvements and contributes to the WDCs' culture of continuous improvement.

12. Describe how the WDB facilitates access to services provided through the local delivery system, including remote areas, through the use of technology and through other means. [§108(b)(6)(B)]

All WIOA paperwork (enrollment and on-going) is able to be emailed and filled out by individuals remotely. Career planners can email and/or text individuals for appointments and resources including InterviewStream allow for at-home usage by customers and in-office review by career planners.

The One-Stop system has a network of community partners that provide complimentary services in the WDC. These partners receive mailings monthly in paper-based and electronic formats. Partners display WDC materials in their locations and the WDC provides community partner print materials in the WDC lobbies. Representatives of external partners are invited to present information on their services at WDC interagency All-staff meetings and WDC staff present information as needed. External partners are invited to annual picnics and social functions. Relationships remain our top method of communicating our services beyond the One-Stop buildings.

The WDC website, website linkages among partner sites and web-based programs allow for web based linkage to services. Each of the major partners in the WDC offer web access so customers can gain information from county websites, technical college websites, State of Wisconsin websites, and the WDC website. Additionally, Waukesha County has developed an ongoing partnership with the library system, which includes web linkages, materials, conducting workshops, and reciprocal training.

13. Describe the connection between the local Board WIOA Youth Program and the Job Center service delivery system.

The WIOA youth program is fully integrated within the WDC service delivery system. Beginning at the reception desk, flyers are available on the program. When a first time customer registers, those who fall between 16-24 years of age are provided with either a one-on-one meeting with a WIOA youth career planner or the customer's information is given to a WIOA youth career planner so follow-up can be completed.

Information about the WIOA youth program has been presented to staff at All-Staff meetings and emailed to all WDC staff. To customers, information has been presented in Reemployment Services sessions, via email, and community outreach. Co-enrollments happen regularly with other WDC programs and outreach is conducted with other partner program participants to aid in word of mouth referrals. High school age youth are referred to the WIOA youth program from DVR. The BSU is knowledgeable about the youth program so they can help market the youth program to employers.

14. Describe the WDB's activities/actions with local partners to ensure the development and implementation of common intake for all Resource Rooms per State (to be issued). Also include a description of how activities will be coordinated with other points of intake such as the Division of Vocational Rehabilitation.

Upon receipt of the common intake for all Resource Rooms per State (to be issued), the Operations Leadership Teams will review and alter the intake processes as needed. WDCs currently include sign-in reception areas that offer a first level of screening for all services offered through the system, including those offered through Job Service, DVR, and Veteran's Programs. Further screenings, assessment, and intake processes occur through methods specific to the applicable programs requirements.

In addition to resource rooms and DWD workforce programs, local WDC services include workshops offered through the technical college system, basic computer training, and public assistance employment programs such as Wisconsin Works (W2) and FoodShare Employment and Training (FSET). Intake requirements for programs vary significantly.

The Operations Teams and ad-hoc teams continually adjust processes as needed to facilitate customer access to services, program co-enrollment, and regulatory compliance. Further meetings and discussions around common intake are currently taking place.

15. Describe how the end result of the activities described in the previous question show reduced duplication of services for program participants; ease of program accessibility; and identification of gaps the partnership has to address.

Currently, all partner programs have their own registration process. Shared intake forms and, eventually, shared on-going forms will allow for less focus on process with the programs and more focus on meeting customer needs. Shared employment plans allow for space to write in which agency will be providing each service, so duplication is reduced and gaps can also be more readily seen with a shared IEP. Less paperwork means easier access to programs with less time and hassle for individuals.

The local One-Stop system has twenty years of experience designing, implementing, and modifying program access protocols to accommodate customers. The WDCs were founded with a goal of providing streamlined, non-duplicative, customer-focused services from the moment of first contact by a citizen or business. This is a continuing priority of WDCs and has been throughout the WDCs' history.

Onsite leadership teams address program access and intake continually within monthly meetings. Customer feedback from first time visitors is conducted through a formal survey process on an ongoing basis. Results are used to evaluate success and make improvements.

Program requirements continually change and are often driven by legal requirements specific to programs. Timeframes and processes vary, and often involve a combination of steps including orientations, paper-based forms, electronic forms, documentation, verification, and interviews.

16. Describe activities to promote Job Center of Wisconsin (JCW), and address the following:

a. Any participant needs for computer literacy as part of a system improvement; and

Computer literacy training is offered free for customers through MPTC. Curriculum was developed jointly with the WDC and MPTC staff to train on the basics of computer usage. This 2-part workshop offers basic computer fluency and computer applications. Resource room staff have flyers and regularly refer

those with little computer skills to the workshops. The Pewaukee WDC offers a computer skills lab that is staffed with WCTC personnel who provide basic computer instruction.

- b. How the WDB is coordinating with workforce partners, including Veterans' Services staff, to ensure that JCW is the vehicle for posting job orders for optimal competition of job seekers and available candidates for employers of the job openings.**

The WDB works with WDC partners to ensure that JCW is promoted to all customers and business. Fliers are available in the lobby for both employers and job seekers, and the WDC has a resource room specifically devoted to online job search activities. Partner agencies in the WDC promote JCW and customers are encouraged to familiarize themselves with job listings even if they are not actively seeking employment. Links to Job Center of Wisconsin are available on the WDC website and it is listed in service guides. Veteran's service staff meet with all new visitors who identify as a veteran or as the spouse of a veteran and they actively promote and utilize all onsite service including JCW.

17. Describe how Salesforce will be used to support and enhance JCW rather supplant JCW.

The business services staff will utilize JCW as required for reporting purposes.

18. Briefly describe Information Technology (IT) systems in the local area, including:

- a. Systems in place to assess and place job seekers (include all IT services owned or subscribed to).**
ASSET to record participant assessment scores, and Job Center of Wisconsin (JCW).

- b. Systems used for employer management (include all IT services owned or subscribed to).**
JCW and Salesforce CRM database, developed by Skills WI and partnered with WEDC, enables statewide collaboration and maximum benefit for employers and job seekers.

- c. Systems used to track participant services (include all IT services owned or subscribed to).**
ASSET, a local Access participant database, and ORION Fund Accounting.

- d. Coordination of local IT systems with Job Center of Wisconsin, ASSET, and other federally or state provided systems.**
N/A

- e. Other systems the WDB is utilizing and the purpose of these systems.**
DWD's UI system data and information can be used by the Board to find recent/current employment information on WIOA participants, for forecasting potential lay-off situations, determining dislocated worker status, verifying income eligibility, and to connect to those laid off from a particular employer.

- f. The assessment process utilized to determine IT needs.**
WDB has a 3-4 year rotating computer replacement plan in place as budgets allow. Hardware, software and mobile solutions are implemented on an individual or group need to enable them to be more efficient and productive. Solutions to eliminate or minimize travel costs and staff down time are also considered.

B. Memorandum(s) of Understanding (MOUs)

The Memoranda of Understanding between the Local Board and the One-Stop Partners have been developed for each center and have previously been sent to DWD.

C. One-Stop Operators (OSO)

- 1. Identify the current One-Stop Operator in the local area and attach the current WDB/One-Stop Operator Agreement.**

The current WDB/One-Stop Operator Agreement is found as Attachment Y. The Waukesha-Ozaukee-Washington One-Stop Operator Consortium is the one-stop operator for the WOW area. The consortium consists of Moraine Park Technical College, Waukesha County Department of Administration, Waukesha County Technical College, and Waukesha-Ozaukee-Washington Workforce Development, Inc.

2. Describe how the WDB is preparing for the competitive process for OSO selection. Describe how market research, requests for information, and conducting a cost and price analysis were conducted as part of that preparation. [§121(d)]

The WDB successfully completed a competitive procurement for one-stop operator which included a cost price analysis of services to be delivered through research in other local workforce development areas. The WDB issued a request for proposals, put together a formal review team, and selected the one-stop operator.

3. Roles and Responsibilities

a. Provide a description of the roles and responsibilities of the OSO(s) in the Comprehensive Job Center(s) and for service locations in the One-Stop delivery system.

The one-stop operator will:

- Coordinate and convene quarterly meetings of one-stop partners across all three centers to optimize service delivery.
- Assist the board in facilitating the memorandum of understanding for each Workforce Development Center.
- Assist the board in ensuring all one-stop partners adhere to the American Job Center branding requirements through quarterly monitoring and staff education.
- Assist the board in ensuring that each Workforce Development Center meets one-stop certification requirements.
- Provide quarterly updates to the board and, if requested, present updates to the board at board meetings.

b. If there are multiple operators and/or consortia, be specific as to what each agency's role is and which Job Centers are involved with each.

There is one consortia for the workforce development area which covers all job centers.

- Waukesha County DOA: Employs the Job Center Coordinator and leads efforts for service delivery coordination, assists with MOU facilitation, and presents information to the WDB.
- WDI: Participates in all efforts and leads American Job Center branding and one-stop certification efforts.
- WCTC: Participates in all efforts and contributes to quarterly meetings.
- MPTC: Participates in all efforts and contributes to quarterly meetings.

D. Certification and Continuous Improvement [§121(g)]

The state's certification policy has not yet been finalized by the state workforce Board. Following its completion and issuance, please describe any additional criteria or higher levels of service coordination than required in order to respond to labor market, economic, and demographic conditions and trends in the local area.

At this time the WDB does not have additional criteria to add to the state's certification policy.

V. Results-Driven Talent Development System

1. Describe the local area's workforce development system, including identifying the programs included in the system, and how the WDB will work with the entities administering core programs and other workforce development programs to support alignment and provision of services, including the following:

PK-16 Council: The WIOA youth program and DVR's Pre-Employment transition services (PETS) help align workforce development and PK-12 school districts. Youth Career Planners partner with the school districts to provide individual career awareness and work-readiness guidance. WDI currently aligns education, juvenile justice, housing, and the workforce development system through Building Futures, a YouthBuild program which serves young adults that are high-school drop outs and have barriers to employment, most of which have been involved with the justice system. The program provides integrated hands-on basic education, vocational skills training, and leadership training to participants while building low-income housing.

Local technical colleges: The WDB and the three local technical colleges have worked together to align resources and leverage the strengths of each organization. The WDB provides the connections with local employers, the ability to recruit candidates for training programs and the funding to help support students. The technical colleges provide basic skill instruction, ELL instruction, and post-secondary training for all different skill levels. WDB and technical colleges have collaborated to develop career pathways programming. Throughout the career pathway development process the WDB and technical colleges have taken an industry-driven approach by consulting with industry partners to identify regional industry needs including skill gaps and training needs. The role of workforce development has been three fold: 1) to recruit employers to provide input to the development of career pathways; 2) refer WIOA participants to career pathway opportunities; and 3) provide wrap around services to career pathway users to facilitate the best chance of success. Technical college roles have also been three fold and include recruiting employers for advisory councils, developing the career pathway, and developing career pathway curriculum.

Local University of Wisconsin campuses: Enhanced relationships with the local University of Wisconsin campuses are increasing as the need and development of career pathways is developed. Having traditionally been out of reach for most adults and dislocated workers, training at local University institutions has become a more realistic option by providing short term training options. Recently, there has also been outreach to the UW Extension offices as a way to provide additional services to those who experience the discomforts of being out of work, with one service being financial literacy training.

Regional economic development entities: The WDA has two strong county economic development entities which both work closely with the WDB. Economic development services provided include demographic and data statistics to educate employers about the local employment market, loans to employers looking to expand, and referrals to the WDC to help find qualified candidates. Staff serve on local economic development boards and vice versa to provide more comprehensive coordination of services and programming. In addition, the WDB regularly attends M7 meetings and is participating in their new talent initiative and various workgroups.

- 2. Provide a description of how the WDB, working with entities to carry out core programs, will expand access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment. Include how the WDB will facilitate the development of career pathways and co-enrollment, as appropriate, in core programs, and improve access to activities leading to a recognized postsecondary credential including a credential that is an industry-recognized certificate or certification, portable, and stackable. [Section 108(b)(3)]**

At the WDC, all first time visitors are screened and assessed by a WIOA career planner on their first visit to determine which programs and services will best meet their immediate needs. This ensures that visitors learn about all partner programs and services in which they might be eligible. Even those who just need to register on JCW to meet UI requirements are told about all WDC services in case they are interested in better job placement assistance or training assistance. For those with barriers to employment, UI is more likely to determine if they are in need of reemployment services and the customer will schedule a meeting for RES. This not only brings new visitors to the WDC but also assures they will hear about all WDC services and programs up front. Additionally, targeted marketing is conducted with local community-based organizations whose mission it is to serve those with barriers. This also helps bring that population to the WDC.

The WDB facilitates the development of career pathways and co-enrollment in core service programs by educating visitors on the services available, encouraging career planning to as many customers as possible, and helping to educate customers on the need for upgrading skills.

- 3. Describe how the WDB will ensure that individuals are informed of non-traditional employment and training opportunities.**

The WDB's approved training list includes information for each occupation on non-traditional status. This information is provided to all WIOA participants by career planners.

- 4. Describe the WDB's use of initiatives such as incumbent worker training programs, on-the-job training programs, customized training programs, industry and sector strategies, career pathways initiatives, utilization of effective business intermediaries, and other business services and strategies, designed to meet the needs of employers in the local area to meet the needs of businesses. [Section 108(b)(4)(B)]**

The WDB uses several initiatives to meet the needs of local businesses. To address the labor shortage in the WOW area, OJT and incumbent worker training programs are used by employers to train new employees and retain their current workforce. Occasionally customized training programs are developed to directly serve an employer's need and keep the business competitive.

The WDB works directly with employers through industry partnerships and has created an ad hoc subcommittee that focuses on industry subsectors. These groups are highly effective at identifying employer need and developing strategies to address these issues. Often these employer groups will work with the local technical colleges to adjust training curriculum to meet the needs of the industry and develop skilled workers. Additionally these employer groups work with the technical colleges to implement career pathway programs that allow job seekers to develop their skills and meet the need of employers.

Additionally, the WDB offers open house events to address specific needs that employers have previously identified and offer solutions that employers can use in their own businesses. After the events and job fairs offered by the WDB, surveys are sent to employers to identify if these services are meeting the employer's needs and also to get suggestions of topics or events to host in the future.

- 5. Describe mechanisms that are currently in place or will be in place to provide microenterprise and entrepreneurial training, support programs and co-enrollment, where appropriate, in core programs. [134(a)(3)(A)(i)]**

There are several great resources in the area that already provide microenterprise and entrepreneurial training including: WDC's small business resource Centers, UWM's small business services, and UW-Extensions small business courses. The mechanisms in place to support these programs include educating job seekers who show interest on the available resources and making referrals, having the business resources educate WDC staff on available services, resources and outcomes, and educating the business resource staff on WDC programs and services which can support small business development.

- 6. Describe how the WDB enhances the use of apprenticeships to support the local economy and individuals' career advancement. Describe how job seekers are made aware of apprenticeship opportunities in the area's job Centers.**

One of the first apprenticeships in the state of Wisconsin was in Washington County. There has been a long history of local employers using apprentices to build their workforce. The WDB enhances and supports these programs by building strong connections with employers who hire apprentices and the state employees who support the contract development. Since apprenticeship staff are co-located in the WDC's or near the WDC's, there has always been close connections. These connections are being strengthened by actively pursuing opportunities to co-enroll in both programs. With the ability to fund both occupational training and on-the-job training at the same time, apprenticeships become more appealing to both the apprentice and the employer. Meetings have already been held to establish clear lines of referral.

- 7. Describe how the WDB will identify and work with key industry partnerships where they exist within the local area, and coordinate and invest in partnership infrastructure where they are not yet developed.**

The WDB has identified several key industry partnerships in the WDA such as the RWA, The Tool, Die & Machining Association of Wisconsin (TDMAW), Milwaukee 7 (M7), other local WDBs, and the Regional Business Services Team (RBST). The Board works with these groups to address regional issues, identify employer need, and develop strategies to increase talent in the WDA. Through these regional efforts, industry partnership meetings have been held with local employers and key partners to identify needs in the regions in-demand industries.

The WDB is open to developing new partnerships by leveraging resources and existing partnerships. Currently to avoid duplication of services, the WDB works with Economic Development Committees, Businesses Alliances, and local Chambers of Commerce. By integrating segmented partnerships, more stakeholders are brought to the table which can lead to better results.

8. Identify how the WDB plans to better align its resources to support and meet the training and employment needs of key industry sectors in the local area. Describe policies adopted or planned for aligning training initiatives and Individual Training Accounts (ITA) to sector strategies and demand occupations.

The Individual Training Account policy is found as Attachment CC. To determine the employment needs of the key industry sectors in the local area, the WDB analyzes the results of focus group meetings, industry partnership meetings, local employer surveys, BSU meetings with employers, discussions with Chambers of Commerce and Economic Development, state LMI data, and credible studies. The WDC then carefully considers these results when determining how WIOA training dollars are spent through the Individual Training Account (ITA) system.

Each year the Board considers a number of factors in developing an approved list of training programs in the area. In order to be on the list, the industry must be identified as being in high-demand based on data collected from labor market data and the technical college graduate survey. Also, the training program must have at least 50 percent of the responding graduates working in a training-related occupation and earn at least \$12.00 per hour. Additional consideration is given to occupational training programs that provide an approved credential, lead to high-wage jobs, or are in a local or regional high-growth industry (based on the input from the entities/resources listed above). Where possible, ITA vouchers are used for training that aligns with a career pathway.

VI. Program Services

A. Priority of Service

1. DET will provide a process for establishing priority of service for the Adult program for public assistance recipients, other low-income individuals, and those who are basic skills deficient. Describe any additional priority groups for the adult program other than those required by the Act.

December 7, 2017, the WOW Workforce Development Board implemented the following additional local criteria for receipt of training services for adult program participants. After applying the Federal criteria, additional priority will be granted to those who live in Waukesha, Ozaukee or Washington Counties and are from families whose income is 300% fpl or below. For on-the-job training services, local priority will apply if either the participant or business are located Waukesha, Ozaukee or Washington Counties.

2. For participants who receive priority of service, WIOA Section 680.600 requires local areas to establish criteria by which the One-Stop operator will apply such priority. Criteria may include the availability of other funds for providing employment and training-related services in the local area, the needs of the specific groups within the local area, and other appropriate factors. Provide the WDB's local criteria and/or policy. [134(c)(3)(E)]

To maximize training funds and to focus those funds to those most in need, the WOW Workforce Development Board approved adding in the criteria listed below for awarding of training funds. Local priority is applied only to training services and is applied after all other federal criteria. If funds remain after applying federal and local criteria, those who do not meet priority criteria can still receive training funding. For specific breakdown of how criteria will be applied, see T-01.

Local Priority Criteria - Adult Program participants who:

- Reside in the WOW Counties (for on-the-job training services, local priority criteria applies when either the job seeker or the business is located in the WOW counties)
- Are from families whose income is 300% FPL or below

3. Provide a copy of the WDB’s local policy that addresses how priority of service to veterans and eligible spouses will be applied. In addition, describe the local procedures developed to implement the requirements under the Jobs for Veterans Act (P.L.107-288) (38 USC 4215).

The Veteran Priority of Service policy found as Attachment Z. As outlined in the Attachment, Veterans and eligible spouses are to be identified at the point of entry into WIOA services, whether it is in-person or virtual. The point of entry is the point at which the WIOA service provider meets with the applicant to discuss the individual’s qualifications for WIOA services. We must ensure that veterans and eligible spouses are aware of and given the opportunity to take full advantage of these rights:

- Their entitlement to priority of service among those who meet the eligibility requirements for WIOA services and programs
- The full array of WIOA employment, training, and placement programs and/or services under priority of service
- Any applicable eligibility requirements for those programs and/or services

The following process is used by all career planners:

- Career planners will present veterans and eligible spouses with the information sheet, “Priority of Service for Veterans and Eligible Spouses,” and the grievance letter and policy
- Document on the Adults/Dislocated Workers or Youth Checklist that they have provided this required information to the veteran or eligible spouse.

B. Funding

1. Describe any plans for transferring up to 100% of the funds between the adult and dislocated worker programs. If planned, include the circumstances applicable to a transfer request, the measures to assure no loss of service to the original program population, and the expected impact on program performance.

The WDB does not currently have plans for transferring funds between the adult and dislocated worker programs but will consider it in the event additional funds are needed to serve one of the populations.

2. If applicable, describe the WDB’s plans to utilize up to 10% of local dislocated worker, adult, and youth formula funds toward the pay-for-performance contract strategy.

At this time the WDB does not plan to utilize up to 10% of local dislocated worker, adult, and youth formula funds towards the pay-for-performance contract strategy.

3. Describe the WDB’s plan for the allocation of funds between service categories for both adults and dislocated workers. Show the percentages for career services and training allocations for the Adult and Dislocated Worker programs.

The Board considers available funding levels, demand for services from job seekers and employers, historical performance data, caseloads, and the cost per service for each category into account when determining funding allocations between service categories for adults and dislocated workers. The Board recognizes that adults typically require a higher degree of case management and employer relations while dislocated workers typically utilize more individual training account funding to assist them in reemployment. However, patterns and trends are assessed annually and funding allocations are adjusted accordingly. Below is the current percentage of allocations by services.

	Adult	DW
Career Services	65%	65%
Training Services	35%	35%

C. Service Strategies

1. Describe service strategies the WDB has in place or will develop that will improve meeting the needs of customers with disabilities as well as other population groups protected under Section 188 of WIOA and 29 CFR Part §38.

The WDB consults with DVR to meet the needs of individuals with disabilities. Additionally, as part of all new employee orientations, the following expectations of service delivery are discussed:

Staff Knowledge

- Staff recognize the importance of making people with disabilities feel welcome and a basic awareness of how to meet the needs of customers with disabilities.
- Staff know how to assist people with disabilities during emergency evacuations, including the evacuation of persons with mobility impairments.
- Staff knows how to procure and use various equipment and materials for assisting people with disabilities, including the WDC's telecommunications device for the deaf (TT/TTY/TDD), accessible work stations, accessible materials, etc.
- A list of the One-Stop's auxiliary aids and services for communication, assistive technology devices, and material in accessible formats is provided in writing for those who request it.

Registration and Orientation

- Staff offer customers who need assistance with filling out forms and application materials and, when filling out forms, this is done one-on-one in a private room, where the individual's responses will not be overheard.
- If customers are asked whether they have a disability, this is asked of every customer, and asked in writing, not verbally.
- Information in orientation sessions is explained slowly and clearly, with plenty of time and opportunities for questions.
- As required by WIOA regulations, every orientation session includes a presentation of customers' rights to nondiscrimination and equal opportunity, including the right to file a complaint.

Disclosure of Disability

- When working with customers with disabilities, staff discuss disability only as it pertains to the customer's need to access employment and training services.
- Staff who are working with a customer with a disability get permission from the customer, utilizing the internal referral form, before discussing information about the individual's disability with other One-Stop staff or external individuals and discuss the customer's disability only as needed.
- Staff understand that under the ADA, the One-Stop WDC may ask whether a customer has a disability (under Title II), but that employers are prohibited from doing so during the job application process (under Title I). As a result, staff also understand that they may not disclose the fact that an individual has a disability to an employer without the customer's permission.
- Staff educate employers about the limits of inquiry under the ADA.
- Staff discuss with customers with disabilities the issue and implications of disclosure of disability to employers and potential employers.

Accommodation Requests

- All customers are given the opportunity to request some type of accommodations or special assistance to take full advantage of One-Stop services.
- Staff in the One-Stop WDC understand the procedures and guidelines for handling requests for reasonable accommodations and reasonable modifications.
- Staff do not make decisions on what is an allowable accommodation/ modification. These decisions are made only by senior management based on individual company policies on what constitutes an undue burden on the organization.
- The One-Stop WDC has identified a source for sign language interpreters, and can respond quickly to interpreter requests.

Service Delivery

- People with disabilities are served in integrated settings; people with disabilities participate in the programs and services of the One-Stop WDC alongside people without disabilities.
- If people with disabilities are served separately from other customers, doing so meets the legal requirement that this be necessary in order for people with disabilities to have opportunities as effective as those provided to other customers. If permissible, separate programs exist at the One-Stop WDC, people with disabilities are not required to participate in such programs.
- People with disabilities have the access to the full range of core, intensive, and training services available to all customers, and are not served exclusively via services from Vocational Rehabilitation.

- The eligibility criteria for intensive and training services do not discriminate against people with disabilities, either overtly or inadvertently (by design or in effect).
- All customers are routinely offered the option of meeting with staff in private offices.
- Services are designed so that individuals who are not knowledgeable, comfortable with, or able to use electronic technology (i.e., computers) can fully benefit from One-Stop services.
- A quiet workspace is available for people with disabilities who would benefit from this accommodation in order to thoroughly read and comprehend materials.

General Communication Requirements

- The One-Stop WDC has taken appropriate steps to ensure that communication with customers and potential customers with disabilities is as effective as communication with other customers.
- Information is presented in a way that is understandable to people who have limited or no reading skills.
- Information that is presented orally is also available in writing for people who are deaf or hard of hearing, and for people whose learning style requires reinforcement of items in writing.
- Large text versions of any WDC handouts or forms are provided for those who request it.

The local WDB does not discriminate because of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries, applicants, and participants only, citizenship status, or because of an individual’s participation in a program or activity that receives financial assistance under Title I of WIOA. The local WDB has had a strong history of providing inclusive services and is continually striving to keep our services this way. This starts first with recruitment and outreach. Outreach has taken place at several school and county-wide transition and disability resource fairs, at pregnancy/parenting groups/resources, English Learning Language classes and community groups serving primarily Hispanic population, and outreach will continue to all groups included above.

Recent service strategies that have been employed and will continue to be strengthened and replicated include partnering with local English Learning Language programs. At the Mequon Campus of the Milwaukee Area Technical College, a strong ELL program has been running for years. This past year, the WIOA Career planner began providing regular in-class presentations on her program. We have had several enrollments for both job search and continuing education. Discussions are already underway with Waukesha County Technical College’s Dean of Basic Education and replicating the process and enhancing the job placement process. To improve our services to this population, WDI has hired a bi-lingual receptionist for the Mequon WDC.

The WDB is also enhancing our on-line services to reach those who may have a difficult time accessing the Center. WIOA paperwork is already available and tools such as Interview Steam allow for remote service. The WDB is exploring other options that are available.

2. Describe the methods and procedures that have been developed (or are planned) to ensure coordination and collaboration with the following programs:

a. Offender Reentry

The WDB has established many connections with offender programs in the local area. Those in Huber facilities regularly come to the WDC’s to conduct their job search and are frequently enrolled in WIOA programs. Probation and Parole has included, in many offenders’ release programs, regular visits to the WDC for job placement assistance. The WDB has received a grant from Department of Corrections (Windows to Work program) to provide job placement assistance to those who are within 6 months of release. Regular outreach and referrals are received from local community based organizations who work with offenders; diversion programs, restitution programs, and post release half way houses.

b. TANF

TANF programs are partners in the WDC and co-enrollments happen regularly. Managers of TANF programs are involved in WDC planning meetings (Operations Teams) and information is shared on programs/services/changes at all levels.

c. Food Share Employment and Training

FSET programs are partners in the WDC and co-enrollments happen regularly. Managers of FSET programs are involved in WDC planning meetings (Operations Teams) and information is shared on programs/services/changes at all levels.

d. Adult Basic Education and English Language Learning Programs Authorized by Title II of WIOA
ABE programs are partners in the WDC and co-enrollments happen regularly. Managers of ABE programs are involved in WDC planning meetings (Executive Leadership and Operations Teams) and information is shared on programs/services/changes at all levels.

e. Registered Apprenticeship
Better partnerships are being created with adult apprenticeship programs. Since apprenticeship staff are co-located in the WDC's or near the WDC's, there has always been close connections. These connections are being strengthened by actively pursuing opportunities to co-enroll in both programs. With the ability to fund both occupational training and on-the-job training at the same time, this program becomes even more appealing to both the apprentice and the employer.

f. Jobs for Veterans State Grants Program [38 U.S.C. §4102A(c)]
The Jobs for Veteran's Act (JVA) requires that veterans and eligible spouses receive priority of services for all services and programs. Priority of service means that veterans and eligible spouses are given priority over non-covered persons for the receipt of employment, training, and placement services provided under a qualified job training program. Priority means that veterans and eligible spouses are entitled to precedence over non-covered persons for services.

Veteran's status is determined when customers first enter the WDC and sign in. For those who identify as a veteran or as the spouse of a veteran and who are first-time visitors, a WIOA career planner meets one-on-one with the veteran, assesses for the criteria needed to meet with a Disabled Veteran's Outreach Program Specialist (DVOP), informs the veteran of the priority of service policy and entitlements and assesses for program/service needs. Veterans and eligible spouses are informed of the full breadth of services available in the workforce system and are also informed of other entitlements offered in the county through the veteran's services office. Co-enrollments are encouraged to make sure veterans receive the full benefits of all possible programs.

The federal Department of Labor is refocusing the statutory duties of Veterans Services Staff. Veteran's staff are now able to assist only those Veterans and eligible spouses who meet at least one of the following criteria:

- Aged 18-24
- Have a service connected disability
- Are a recently separated veteran (just got out of the service) and have been unemployed for at least 6 months
- Are homeless
- An offender
- Are lacking a high school diploma
- Are low-income (federal poverty level or below)

Veterans who fit the criteria above and have completed an Office of Veterans Services Employment Services Pre-Screening Form should be referred to the DVOP. The DVOP will then begin serving the customer and, as with any person in any program, referrals will also be made to other WDC programs for value added services. If the DVOP is in the West Bend office, have him meet with the Veteran. If not in the office, the DVOP will contact the Veteran as soon as he is back in West Bend.

Those Veterans who do not meet the criteria above are served through the rest of the services in the WDC. Our current process for pre-screening new walk-ins will continue; front desk staff will continue asking if this is a person's first visit. If so, a WIOA career planner is contacted to meet one-on-one with the new visitor. The career planner will pre-screen for all programs and make referrals as appropriate, including now pre-screening for the items listed above and will adhere to the WIOA Veteran's Priority of Service policy.

g. National Farmworker Jobs Grant Program

Although no programs are in the local area, the WDB is ready and able to serve any referrals to WIOA from the NFJGP.

h. Senior Community Service Employment Program (SCSEP)

There are already good connections with the SCSEP programs. The SCSEP programs will regularly refer to the WDC for job search assistance and co-enrollments. SCSEP staff will place their participants at our front desk in work experiences and those individuals will almost always end up co-enrolled in WIOA.

3. Describe how the local workforce development board will work with local and statewide offender reentry initiatives supported by the Department of Corrections, as required by 2015 Wisconsin Act 55, 106.36(2)(b). The description should include the following: how labor market information and assessment tools will be utilized, how the board will collaborate with local work release facilities, plans for coordination of case management services, and coordination with programs authorized under WIOA Section 225(a).

Through a contract with the Wisconsin Department of Corrections, the WDB delivers the Windows to Work program to eligible individuals to deliver and address criminogenic needs associated with recidivism, including employment, education, anti-social cognition, anti-social personality, and anti-social companions. To be eligible for the program an individual must be currently incarcerated at Waukesha County Jail or Huber Facility with a release date of no less than 60 days or more than 12 months, along with other criteria. WDB hosts group sessions and provides curriculum content in the following: Cognitive Intervention, General Work Skills and Expectations, Financial Literacy, Community Resources, Job Seeking, Applications, and Resumes. WDB uses a variety of assessment tools to help determine skill level and career path choices. During the assessment process, labor market information is used to educate participants on in-demand occupations, wages, educational level needed, workplace location to help guide an individual's career path choice. For non-eligible individuals, WDB connects these individuals to a range of employment and training services such as WIOA, and refers them to housing, mental health, substance abuse, and educational resources. Through established connections with our WDA's Huber facilities, offenders regularly visit our Workforce Development Centers to conduct job search and frequently enrolled in WIOA or other workforce programs. Probation and Parole has included, in many offenders' release programs, regular visits to the WDC for job placement assistance. The WDB also works with the Ozaukee County Jail Literacy Program to assist inmates in Ozaukee County.

4. Describe how the WDB will ensure collaboration with Adult Basic Education and English Language Learning programs so that adults who need to improve their reading, writing, math and/or language skills have access to integrated instruction and accelerated entry into post-secondary education to earn an industry-recognized credential.

The WDB has strong connections with Adult Basic Education (ABE) and English Language Learning (ELL) programs offered in the three local technical colleges (Waukesha County Technical College, Milwaukee Area Technical College, and Moraine Park Technical College) and will be working even more closely with these entities going forward. In Ozaukee and Waukesha Counties, there is very close collaboration with the ABE and ELL Deans and instructors. Co-enrollment and bridge programs are commonly used to help upgrade basic skills for individuals before beginning program classes. One specific strategy under development that will be utilized to more fully integrate ELL/ABE and workforce activities involves the ELL level 4-6 classes by adding additional class time for instruction specific to career development and job placement. Workforce career planners will be part of the class and a field trip to the local workforce center will also be included.

In Washington County, both WIOA and ABE/ELL are co-located in the WDC, resulting in daily interaction with staff and instructors. The Moraine Park Technical College's Dean of Adult Basic Education is part of the WDC Operations Team, which is responsible for day to day operations within the WDC. Collaboration with planning, grant writing, and overall coordination is common practice. Additionally, with WIOA implementation, it is expected that the coordination will continue to strengthen.

- 5. Provide a description of plans, strategies and assurances to maximize coordination of services provided under the Wagner-Peyser Act and WIOA (for example, WIOA Title 1 staff document workshop services provided by WIOA Title 1 staff in ASSET). The description should include how improved service delivery and avoidance of duplication of services will be achieved. [§108(b)(12)]**

Over the years, much time and energy has been spent at the local level planning and strategizing to coordinate services and avoid duplication. The system runs stronger when all partners are working together to reach common goals for shared customers.

In the Pewaukee and West Bend Centers, the local Operations Teams meet regularly to discuss daily operations of the Centers, including services offered. When an agency is determining if a new service is needed, the rest of the agencies are consulted to determine if that service is already being provided. One specific strategy used in the past to avoid duplication involved combining networking groups/job clubs. Partners shared topics and facilitation to make sure all agencies were satisfied with topics that were offered.

Even when there are two seemingly similar services, (i.e. State Career Counselor who runs Career Planning Workshops and Technical College fully developed Career Centers in which there are also career planning workshops), conversations have taken place on how to avoid duplication. We have designated the State's workshops for those job seekers who may struggle a bit more and could benefit from one-on-one meetings after the workshop, while the technical college counselors focus more on those who are college bound.

- 6. Describe the process used for reviewing and updating Individual Employment Plans (IEP). Include if the process is used for every participant or if there are exceptions, how frequently it is done, and how it is documented in the participant file and ASSET.**

IEP's are updated as goals expire and new goals need to be set, and as services change and participant's move through the program. At the end of this period, the Career Planner and participant determine if any other needs have changed and set new goals. This takes place in an in-person meeting with the Career Planner and participant. In the rare occurrence when an in-person meeting is not feasible, detailed documentation is case noted.

If the 1st page (occupational interests, eligibility for training services, training preparation and career path information) information for the participant have not changed, the IEP may be updated by doing the following.

- Attach a blank copy of the second page of the IEP to the original plan.
- Complete the Activity sections on the new page with those steps the participant will complete during the upcoming period.
- The Career Planner and participant must sign and date the bottom of the new sheet.

If the participant's career or training goals have changed, a new IEP (both the first and second page) must be completed to reflect this change. The updated IEP's are placed in the participant's paper file and new IEP service should be opened in ASSET.

- 7. Attach the WDB's policy on Needs Related Payments, or, indicate that the WDB does not use this WIOA provision.**

The WDB does not use this WIOA provision.

- 8. Attach the WDB's supportive services policy.**

The WDB Supportive Services Policy is found as Attachment HH.

- 9. Describe the process for contacting active participants (adults/dislocated workers and youth). Include if the process is required for every participant or if there are exceptions, how frequently contact attempt is required, how it is documented, and what the procedures are for successful contact attempts.**

The career planner will maintain at a minimum, monthly contact with participants and all contact is documented in case notes entered into ASSET. Career planners must make at least 2 attempts at contact each

month using the best methods of contact for the participant. These attempts must be documented in ASSET. The only exception is for those in a planned gap in service – there are no standard requirements for contact.

10. Describe the criteria used by the WDB to determine the appropriateness of exiting a participant (adults/dislocated workers and youth). For example, no contact with case manager, employment plan goals have been met, participant becomes employed at the locally-defined self-sufficiency wage or certain percentage of federal poverty limit, has been employed for minimum number of days, etc.

Exiting a participant from the program is determined by the following criteria:

- Participant who has not received a service funded by a U.S. Department of Labor program or funded by a partner program for 90 consecutive calendar days and has no additional services scheduled. The date of exit will be the last date of service.
- Self-service, information only, or follow-up services do not delay, postpone, or affect the date of exit.
- Co-enrollment in Title 3, TAA, or Veteran's Programs will create a common exit date, which is defined as the last date of service for all programs. If exiting someone in a partner program, ask the partner staff person to also close that program's services so common exit can occur.
- Because the date of exit is retroactive to the last date of service, follow-up services may begin immediately following the last date of service if it is expected that the participant will not receive any future services other than follow-up services.
- Career planners will exit an individual after they are placed in a job when it is determined that the participant is satisfied with the position and there are no pending or looming issues and no plan for further services. For some participants, this could mean exiting within a week or two after starting a new job while for others, a month or more may pass before services are completed and a career planner decides to exit. When there is no contact, career planners will employ multiple methods of regaining contact with a participant which can sometimes take several months. However, all cases will be closed after 90 days with no services.

11. Provide a copy of the WDB's follow-up services policy. This policy should include follow-up requirements (follow-up on all participants or exceptions), frequency of contact, and required documentation.

The WDB's follow-up policy is found as Attachment II.

D. Dislocated Workers

1. Provide the WDB's definition of "unlikely to return to previous industry or occupation" when required for eligibility for dislocated worker services.

The WDB considers someone unlikely to return to previous industry or occupation when:

- The individual has a gap in employment that decreases his/her chances of returning to the same level of occupation or type of job.
- There are limited employment opportunities in the occupation or industry within the local area.
- There is an excess number of workers with similar skill sets and experience in the local area.
- The individual has out-of-date or inadequate skills.
- The individual has adequate skills, but lacks a credential required by most employers.
- The individual has a barrier to employment such as a disability, medical condition, or legal issues that could prevent a return to employment in the same industry or occupation.
- An unsuccessful job search suggests the individual is unlikely to regain employment in his/ her previous occupation or industry.

2. Describe WDB policies and procedures to support Re-employment Services (RES) activities. For example, participation in RES in-person sessions.

To support DWD's Re-employment Services, the local area informs all WDC staff on what is needed by UI claimants to continue to receive benefits. WDC staff are then able to better assist those that they are working with to receive this much needed benefit. In Centers where DWD staff are not always available to assist in the Resource Rooms, other staff are trained on JCW and help claimants comply with UI requirements. While not able to answer UI questions, staff are trained on the basics of UI screens and JCW registration. Staff are able

to assist claimants with explaining the purpose and importance of attending RESEA, can help print off needed paperwork for the sessions and can assist with registering for any follow-up activities that might be required. WIOA career planners provide an in-session overview of the program/services and encourage enrollment for additional job search and training assistance.

3. **Describe the process for providing rapid response services to worker groups on whose behalf a Trade Adjustment Act (TAA) petition has been filed. [§134(a)(2)(A)] This description must include how the local area disseminates benefit information to provide trade-affected workers in the groups identified in the TAA petitions with an accurate understanding of the provision of TAA benefits and services in such a way that they are transparent to the trade-affected dislocated worker applying for them.**

WIOA and TAA staff attend each other's orientation sessions to ensure participants are aware of the full scope of support and services available through the two programs. In situations where petitions have just been filed and announcements by DOL are still pending, WIOA staff will provide an overview of TAA benefits to those who are eligible for TAA. WIOA staff stress the importance of complying with any TAA related requests and of following through with all paperwork, etc.

In situations where the notice of TAA petition filing is the triggering event, TAA Intake meetings are provided. At these meetings, a Local and State TAA coordinator attend along with a UI representative. All benefits that are offered are explained to the participants and a packet is disseminated with benefit information. During the TAA intake meeting, participants are told about the WIOA program and given the option to co-enroll. Also during these sessions, the local TAA representative will provide an overview of services available at the local Workforce Development Center.

4. **Describe the local area's Rapid Response framework and processes, addressing the following items:**

- a. **Identification of WDB and Job Service leads (Rapid Response Practitioners)**

The local Board and Job Service each identified two representatives as Rapid Response practitioners; Kathy Wolfe, Rapid Response Coordinator, and Mallory Luedtke, Rapid Response back-up.

The Rapid Response coordinator was selected due to her knowledge of the WIOA Adult and Dislocated Worker programs where she has experience as a career planner. The Rapid Response back-up was selected to be trained to assist the Rapid Response coordinator.

- b. **Clarification of roles and responsibilities for the WDB and Job Service**

WOW WDB RR Practitioners Responsibilities Include: receiving notices from DWD, coordinating initial employer meeting(s), attending and facilitating the initial employer meeting(s), coordinating local partners to implement RR plans, facilitating RR information session, providing RR information session folders, filling out Rapid Response reports, entering RR information into the DWD Rapid Response Event Tracking System, collecting surveys, maintaining and managing RR equipment, coordinating information distributed amongst RR partners, maintaining communication with employer throughout the RR process, coordinating supplemental RR activities, and coordinating enrollment of dislocated workers into WIOA programming.

Job Service RR Practitioners Responsibilities Include: working with WOW WDB to schedule and attend initial employer meetings, assist with the development of the RR plan, participate in the RR information sessions, provide Job Service handouts, and assist WOW WDB to develop supplemental RR activities.

- c. **Mechanisms for routine communication between the WDB and Job Service**

The WOW WDB and Job Service participate in management meetings weekly. Additionally, having both entities located at the WOW WDCs assist daily and continues communication.

- d. **Integration of the minimum level of required transition services (see list on the Rapid Response Practitioners' webpage, <https://workweb.dwd.state.wi.us/det/bwt/dw/default.htm>)**

Services provided as part of the local rapid response include:

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- The initial meeting(s) with the employer to assess scope of layoff,
- Determination if there is anything that can be done to avoid the layoff,
- Establish on-site orientation dates.

Information about the Dislocated Worker program and funding available to serve this population is provided to the employer along with a sample packet of information that are provided at employee orientations.

The WDB, as a recipient of Rapid Response funding, agrees to offer certain services in response to dislocation events, based on the number of workers potentially impacted by the dislocation. The table below includes the minimum services that will be offered to the employer based on the number affected:

Service Level	Number of Workers Affected	Services Offered
1	25-49	<ul style="list-style-type: none"> • Written and/or verbal presentation of basic transition information, including: Unemployment Insurance, Dislocated Worker Programs, Job Center Resources, and relevant topics related to Healthcare and Retirement during employment transition
2	50-99	<ul style="list-style-type: none"> • Topic-specific workshops (e.g., resume writing, interviewing, conducting an online job search, household budgeting, career planning, coping with job loss, etc.) • Onsite WIOA Dislocated Worker Program registration sessions • Tailored labor market information
3	100-249	<ul style="list-style-type: none"> • Scheduled visits to the affected worksite(s) to provide group and one-on-one assistance to affected workers • Targeted job fair(s) specifically for the affected workgroup
4	250+	<ul style="list-style-type: none"> • Transition center(s), on-site or within close proximity to the affected worksite(s), designed to provide services dedicated to the affected workgroup.

e. Identification of flexible and innovative services and solutions to address both employers' and workers' transition needs

The local RR team can tailor services based on the employer and employee needs. Some services provided may include:

- Job Fairs conducted at the employer’s site
- On-site WIOA enrollment sessions
- On-site Job Center of Wisconsin registration
- On-site resume session

f. Mechanisms for leveraging staff and other resources

Local Providers provide supplemental workshops for impacted workers, including, but not limited to:

- Job Center of Wisconsin, overview and how to register
- How to find a job online, how to apply for a job online
- Resume
- Interview
- Services for Veterans
- Services for workers with disabilities
- Social Security (workshop for impacted workers considering retirement)
- Healthcare Options and the Affordable Care Act
- Job Fair

- WIOA enrollment sessions
- Onsite office hours
- Peer Counseling
- Training options
- Local Technical College Information
- Financial Planning

g. Effective utilization of materials

Local RR teams provide folders to each employee affected by the closure or layoff. Folders contain information provided by DWD and local programs, as applicable. Inserts may include:

- Skill Explorer
- Unemployment Information
- Local WIOA Flyers
- Job Service Information, etc.

h. Engagement of appropriate partners

To ensure RR Sessions address the appropriate services requested by the employees and employers, local RR team will request partner assistance. Partner list:

- DWD
- Job Service
- WOW WDB
- Office of Veteran Services
- Department of Vocational Rehabilitation (DVR)
- Waukesha County Technical College, Moraine Park Technical College and/or Milwaukee Area Technical College
- Community resources and supportive services partners such as, Energy Assistance, FoodShare, W2, etc.

5. Describe the mechanisms that are currently in place or will be in place to identify employers at risk of layoffs. [§682.330(g)(1)]

In order to prevent or minimize layoffs, the WDC's businesses service staff can discuss several layoff strategies and activities. Layoff aversion strategies and activities include training opportunities to employers, constant communication, building strong employer connections, being proactive to prevent layoffs, and additional assistance to provide employers information. The BSU will visit employers, often with partners such as Economic Development, to identify indicators of potential economic change, training needs of the business in growing industry sectors, and potential business expansion.

The WDB has strong relationships with area businesses. Occasionally employers will provide their data to the WDB when they feel they are at risk of a potential layoff and the WDB will work with the employer to offer services and training to prevent layoffs.

6. Describe the methods and procedures the WDB developed or will develop to expand coordination of service delivery with the Trade Adjustment Assistance program. The Department of Labor expects the State (via the WIOA program) to offer Rapid Response and wrap-around services to TAA-eligible dislocated workers, prior to and post training services.

The goal of TAA/WIOA coordination in the WDA is to provide optimal services and benefits to individuals who qualify for both programs through co-enrollment and collaboration. It is our intent to maximize both Trade and WIOA funding by creating a customized service and benefit package for each participant enrolled in both programs. Beginning with sharing information jointly at orientation sessions and rapid responses, WIOA skill upgrade/GED/basic computer course services, trade funding for longer term training, then WIOA job placement assistance, those co-enrolled in both programs receive the best of both programs.

It is expected that coordination between Trade and WIOA local staff is carried out through ongoing monitoring of the established coordination process with changes made to keep the process as streamlined as possible. The expected outcome of program coordination for each participant is to make a successful transition to the next step in their career path.

The description should include all phases of the dislocation response process, such as rapid response on receipt of petition notice, participation in program orientation, assessment and Employment Plan development, preparation for re-employment and skill training, and provision of placement services.

Once the WDB is notified of a layoff, an initial meeting with the employer is set up to assess the scope of the layoff. It is determined if there is anything that can be done to avoid the layoff and on-site orientation dates are established. Information about the WIOA Dislocated Worker program and any other local funding available to serve this population is provided to the employer along with a sample packet of information that is provided at the employee orientation. The WDB has developed a rapid response team to assist with developing a transition plan for employees. The Rapid Response Process includes:

- Notification of layoff
- Initial Meeting is set up
- A Transition Strategy is developed
- On-site Worker Informational Sessions are provided
- Worker Surveys are completed
- Services are concluded

The rapid response team will work with the employer and any employee representatives to determine the best course of action. To best assist, the rapid response team will need to understand:

- The anticipated layoff schedule;
- The employer's needs and expectations of the employer and employee representatives;
- Available resources;
- Time and resource constraints;
- Community factors; and
- Workforce demographics, education, skills and needs.

Information during the local meeting with employees includes WIOA re-employment and training services, and unemployment insurance information. Surveys are completed by the employees immediately following the orientations that are used by the rapid response coordinator to analyze level of service that is necessary to achieve re-employment outcomes. A determination is then made regarding whether or not the company will be included in the Special Response Grant or the employees can be served through the regular Dislocated Worker program. Touchpoints are used for presenting program information, coordination of activities, and service delivery.

After eligibility determination of individuals and upon program enrollment, a career planner works with a participant to develop and IEP. During the program, the career planner will work to assist a participant with job search, resume writing, and job skills that leads to placement. After exit, a career planner will complete follow-up.

E. Title I Basic Career Services

1. Describe any basic career services that will be provided in addition to those specified in Sec. 134(c)(2)(A)(i) of the Act and TEGL 3-15.

TEGL 3-15 does a very thorough job of listing basic career services. All of the listed services are provided in the workforce system.

2. Describe the WDB's design for Title I basic career services.

When customers first visit a local WDC, an orientation is provided of the WDC and its services (JCW overview, UI information along with assistance in registering, job placement information, and referrals are

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made to other WDC programs or to outside agencies). Customers are assessed for possible WIOA enrollment, information is provided on all WDC programs, and a list of items required to enroll are provided. For those who meet WIOA eligibility requirements, a subsequent meeting is scheduled where objective assessments are begun and further information is provided such as: training lists and provider information, performance information, and supportive service resources/referral. Basic career services are provided, typically, early in a customers’ interaction with the WDC but also along the way as customers’ needs change.

3. Under WIOA, there is no requirement that a participant must receive career services prior to training services. However, at a minimum, to be eligible for training, an individual must receive an eligibility determination for training services. Describe how the WDB will manage this for participants being fast-tracked into training. [§680.220)].

The WDB has always had an accelerated process for getting participants into training. We are able to be flexible with our enrollment process when needed. How quickly training is able to be provided, however, depends greatly on how much work the participant has already completed. If the participant has already completed career planning and has a clear picture of their career direction, knowledge of occupations, knowledge of training providers, and has applied for FAFSA and/or other grants, training services can be provided with a minimal amount of additional services. For those who have not completed these steps, career planners can quickly guide participants through the assessment/evaluation/career planning, assuming the participant complies with homework assignments.

The WDB has developed a new Individual Employment Plan (IEP) which captures the required training eligibility criteria (see matching below) and staff have been trained on each item. Additionally, the ITA/Scholarship form has a check off for: Can training be made available to this participant? Yes / No. *A response of “yes” indicates that after an interview, evaluation/assessment, and case management was conducted, participants were found unlikely or unable to obtain or retain employment that leads to self-sufficiency or higher wages from previous employment, and to possess the skills and qualifications to successfully participate in training. The training program a participant enrolls in must be linked to jobs in the area and other grant assistance options must be explored and found to be unavailable or not enough to fully cover costs.

WIOA Criteria	Question on IEP
Are unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services	Currently unable or unlikely to obtain employment that leads to economic self-sufficiency or wages comparable with last job: <input type="checkbox"/> Yes <input type="checkbox"/> No
Have the skills and qualifications to participate successfully in training services	Have the skills/qualifications to complete training: <input type="checkbox"/> Yes <input type="checkbox"/> No
Have selected a program of training services that is directly linked to: <ul style="list-style-type: none"> • occupations that have been targeted by the Board, or are targeted occupations for another local workforce development area to which an adult or dislocated worker is willing to commute or relocate; or • occupations that have been determined on a case-by-case basis to have a high potential for sustained demand and growth in the workforce area, based on sufficient and verifiable documentation, in accordance with the Board’s procedures; and 	Program on local approved training list: <input type="checkbox"/> Yes <input type="checkbox"/> No On state training list: <input type="checkbox"/> Yes <input type="checkbox"/> No
Are unable to obtain grant assistance from other sources to pay the costs of such training and related support services, including such sources as state-	Other funding options explored: <input type="checkbox"/> Yes <input type="checkbox"/> No Other options available: <input type="checkbox"/> Yes <input type="checkbox"/> No

funded training funds, Trade Adjustment Assistance (TAA), and federal Pell Grants or require WIOA assistance in addition to other sources of grant assistance, including federal Pell Grants	Other options: _____
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F. Individualized Career Services

1. Describe any individualized career services that will be provided in addition to those identified in Section 134(c) (A) (xii) of the Act and TEGL 3-15.

TEGL 3-15 does a very thorough job of listing individualized career services. All of the services that are provided in the workforce system could fall into one of the categories listed in the TEGL.

2. Describe how individualized career services will be coordinated across programs/partners in the One-Stop Centers, including Vocational Rehabilitation, TANF and Adult Education and Literacy activities. Specify how the local area will coordinate with these programs to prevent duplication and improve services to customers.

Coordination with the above programs has been happening since the WDCs were built 20 years ago. DVR, TANF, and Adult Education and Literacy programs are an integral part of the WDC and WIOA planning/coordination has been part of daily business. Over the years, much work has been done to coordinate as much as possible for ease of use for customers. Partner referral forms have been developed so career planners can work across all programs to coordinate services, shared forms are used where possible, and discussions are held as to which partner will provide which service while using specific co-enrollment strategies. An example is the WIOA/ DVR PETS programs which work to place youth into employment opportunities. Based on what WIOA is able to fund, it has been more difficult placing youth who are not able to work independently, but with WDI’s connections to youth and employers, and DVR’s ability to provide job coaches, a successful program has been developed. Co-enrollments have provided employers with assistance and youth with disabilities the ability to work productively during the summer.

With WIOA’s greater emphasis on integration, it is anticipated that there is an even greater incentive for partners to coordinate on programs and WIOA will help remove the last of the barriers to allow for fuller integration. For the first time, WIOA managers and ABE managers will be working together in the development of the ABE state plan. There are still some programs, due to state requirements, that have been limited in the amount and type of information sharing they could provide which has led to some duplication of services.

3. DET is currently developing a statewide definition for economic self-sufficiency, including the process for applying the definition. Until that is implemented, WDBs are to use their current definition and processes. WDBs are required to adopt the State's definition and processes once it is issued. The following language should be added to the WDB's local plan: "The WDB will continue applying its previously approved self-sufficiency definition until the State's uniform 'economic self-sufficiency' definition, policy, and process for application have been issued. Once issued, the WDB will cease using its local definition and adopt the uniform definition, policy and process for application." Attach the WDB's previously approved self-sufficiency definition/policy.

The WDB’s previously approved self-sufficiency definition/policy is found as Attachment FF.

4. The State's economic self-sufficiency policy allows local areas to place individuals into training programs that may not immediately lead to economic self-sufficient employment. Describe the general instances or circumstances where this would be allowable and the procedure that will be used to allow these exceptions. Otherwise, confirm that this is not an allowable process within the local area.

Typically placement into training programs is only allowed for programs that have been reviewed and found to have at least a \$12.00 hour starting wage. Local policy does state, however, that consideration will be given to short-term programs that career ladder into programs on the occupational training list when career path information is provided.

Additionally on-the-job training contracts are typically only written for positions paying more than \$12.00 per hour or \$10 for youth program participants.

G. Training Services

- 1. Of the amount the WDB has allocated for training, identify the percentage of training funds earmarked for ITA, On-the-Job Training (OJT), incumbent worker training, transitional jobs and customized training.**

	Adult	DW	Youth
Individual Training Accounts	51%	41%	56%
On-the-Job Training	49%	29%	31%
Incumbent Worker Training	0%	30%	0%
Transitional Jobs	0%	0%	0%
Customized Training	0%	0%	0%

- 2. Describe any plans for using up to 20% of local area dislocated worker and adult formula funds to provide the Federal share of the cost of providing training through a training program for incumbent workers. Submit the local policy and forms, including an itemization of the non-federal reimbursement share [§680.800, 134(d)(4)(A)(i) and TEGL 3-15] Note: It is not necessary to develop policies and procedures for the provision of incumbent worker training if the WDB does not plan on providing this service. If the WDB is interested in providing this training, policies can be developed and submitted but will be subject to further revision, if necessary, based on release of the final federal regulations.**

The incumbent worker policy is found as Attachment AA. Based on an expressed demand from employers, the Board will utilize WIOA funds to provide the Federal share of the cost of providing training through a training program for incumbent workers. The Board will assess annual funding allotments and demand for incumbent worker training services when determining funding levels. The WDB will annually assess performance and outcomes of incumbent worker training to determine if funding will continue to be made available each year.

- 3. Describe any plans for using up to 10% of local area dislocated worker and adult formula funds to provide transitional jobs, including the process to identify individuals with barriers to employment, chronically unemployed or have an inconsistent work history; identify appropriate employers, planned reimbursement amounts, what supportive services will be included, and any limits on duration. Submit the WDB's local policy and forms. [134(d)(5), §680.840a and TEGL 3-15] Note: It is not necessary to develop policies and procedures for the provision of transitional jobs if the WDB does not plan on providing this service. If the WDB is interested in providing this training, policies can be developed and submitted but will be subject to further revision, if necessary, based on release of the final federal regulations.**

The WDB does not have any plans to fund transitional jobs.

- 4. Describe how the WDB will, with representatives of secondary and postsecondary education program, economic development agencies and industry, lead efforts in the local area to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services that are needed by adults and youth, particularly individuals with barriers to employment. Also describe how the WDB and the area's technical colleges will define their roles to support a regional career pathway system. Information about Wisconsin Career Pathways, formerly the RISE Initiative, can be found at <https://www.wicareerpathways.org> [§101(d)(5)]**

In the WDA, career pathways have been developed for several industry sectors, with many more under development. The WDB helps define industries that need pathways by providing input at advisory meetings, directly communicating with college leadership, and by providing ITA's in specific short-term programs. Typical advisory committees are comprised of mostly industry representation but also typically include WDB and economic development representation.

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Specific pathways already developed include clear paths in manufacturing, specifically CNC, electronics/electrical, industrial maintenance, and welding. WCTC incorporates these pathways into their manufacturing programs by “chunking” the two-year Associate Degree program into consecutive certificate programs that, in total, will result in an Associate Degree. Recent boot camps have gone beyond serving “just the general public” and have targeted those who traditionally would not have attended post-secondary training. The bridge programs offer basic skill instruction alongside of program courses. One recent boot camp is being offered is CNC for Spanish Speakers.

MPTC incorporates the CNC, industrial maintenance, and welding career pathways into their manufacturing programs using the same “chunking” methodology articulated above. Health care occupational career pathways include informatics and support services, and therapeutic and diagnostic. These career pathways are incorporated into WCTC and MPTC’s health care programs using the methodology articulated above. Additionally, the occupational career pathway for Artisan Baking is incorporated into the culinary curriculum at MPTC using the “chunking” model.

The career pathway principles of aligning resources locally and regionally, targeting low income adults, and providing industrial driven programs will continue to be incorporated into WDA programming. Regional employer meetings convened by WDB continue to identify core competencies necessary for each "chunk" of the career pathway, as well as input and validation of the career pathways models. ITA and TAA training, when appropriate, will be aligned around career pathway models. When the WDB develops and continuously improves programs, career pathways will be incorporated as a central component. For example, when employers express a need for training, staff will guide the conversation to align with career pathways that respond to both the employer need and aligns with developed career pathway training programs.

Job seekers are provided with career pathway information upon enrollment in WIOA programs so that job seekers can view long-term career pathways with educational options for vertical advancement. Career pathways and awareness will be increased, particularly in manufacturing targeted at students and parents. Youth that are aware of realistic career options are better able to build upon their existing skills and streamline their choice of classes to accelerate the attainment of skills needed by employers. With the new employMENT NOW! young adult program, each participant will, with their career planner’s assistance, develop a clearly mapped career path.

Additional strategies to increase competitiveness of participants and train-up to the next prospective level of employment primarily focus on seeking and aligning funds to train incumbent workers. The WDB has utilized public/private partnerships to align training funds that address common and individual training needs of employers. Recent examples include the regional Water Accelerator Grant and Health Profession Opportunity Grant.

A recent strategy which pulled together all the pieces needed for a comprehensive career pathways plan in Waukesha County involved the WDB, Waukesha County Technical College, the local Secondary School Superintendents and others from the community and schools. The several part meeting focused on career path transition from high school to post-secondary training – the gaps that existing in the current system, and discussed some of the needs in the County. The next meeting that is planned will consist of developing a strategic plan which will begin to address some of the gaps, including funding, transportation, and shared resources.

Another approach to career development is taking place in Washington County through the Washington County Workforce Alliance. Made up of businesses, local school superintendents and community based organizations, the Alliance is developing strategies to education youth about the real career opportunities in Washington County. The Alliance has started workplace tours for youth and teachers and has, for 2 years running, hosted a county-wide College and Career Fair. Much of the information highlighted at this fair deals with career pathing and career advancement. With the assistance of the local superintendents, all of the juniors from most of the county high schools are bussed to this event.

- 5. Describe the WDB’s policy for its Individual Training Account (ITA) system including limits on duration and amount. This description (and policy) must include the (1) specific process and/or method used by which WIOA training funds are coordinated with other sources of funding for training and, (2) process by which WIOA funds are utilized if other sources of funding are pending approval, and how those WIOA funds are accounted for when other sources of funding are approved/disapproved. Submit the WDB’s ITA policy.**

The individual training account policy is found as Attachment CC.

The funding limits for Individual Training Accounts (ITA) are:

- Prevocational Training: \$1,800 per fiscal year (July 1 – June 30)
- Occupational Training: \$4,000 per fiscal year (July 1 – June 30)

Participants in occupational training, regardless of the length/type of program (industry-credential, certificate, technical diploma, associates, or bachelors) can receive an ITA for a maximum of \$4,000 per fiscal year after student financial aid grants have been applied to the total cost of the training. Because of the ability to enter the workforce sooner by utilizing career path programs, and because not all participants are able to complete programs in 2 years, the Board approved a lifetime limit of \$10,000 per participant for ITAs. Total amount per participant will be monitored by the service provider. Participants will be notified when they are nearing the limit and will be told upon future enrollment their limit status. ITA funds not utilized by a participant will be de-obligated at the time of the ITA end date. Funds will not be carried over to the following year but will go back to the general training fund for redistribution for other participants.

It is legislated that local areas must consider the availability of other sources of funds to pay for training costs such as scholarships, other programs and Federal Pell Grants. All participants interested in training programs will be required to explore other sources of funding and report on status of that potential funding. Those in occupational training must also apply for financial aid and to bring in proof of both application and award letter. With the ability to apply for financial aid beginning October 1 utilizing the previous year’s tax information and with the school’s “priority deadline” of April 1, all continuing students should be able to provide award letters when they are requesting funding. Unless there are unusual, documented reasons why the award letter is not received, the award letter should be submitted with the ITA. Those that do not have an award letter and do not have an unusual, documented reason, will not be reviewed as part of the continuing student process (See policy T-02 for process information). Any grant or scholarship received by a trainee will be applied against the current semester’s total training cost (ITA) and must be reported to the WIOA career planner. Once current semester bills are paid, award refunds that were mailed to students by the school can be cashed/used by the student for any purpose.

As part of the assessment process, career planners inquire about other programs the participant is enrolled in or eligible for. How WIOA funds are accounted for varies based on which other program is paying and what is being paid. For example any recent funding received by FSET will only cover a set amount for each training program (example; \$1,000 for C.N.A. training, \$2,000 for CNC training). Knowing this, WIOA staff will only write ITA’s for the remaining balance.

- 6. Describe and attach the WDB’s policy and procedures for adding, monitoring and removing training providers from the ITA list.**

When the local WDB is contacted by a new training provider or there is interest by a participant in a provider that is not already on the list, the following procedure is followed:

1. The training provider is contacted and the WIOA program is described, along with the rigorous standards that need to be met in order to be considered for inclusion on the list. If there is interest in moving forward with the application, the training provider is asked to provide the following information via the application:
 - a. The description of the training program.
 - b. Performance outcome information for the most recent 12-month period which addresses:
 - i. Completion rates for individuals participating in the program;

- ii. Percent of individuals who obtain unsubsidized employment; and
 - iii. Wages at placement.
 - c. Cost information, including tuition and fees
 - d. Information identifying the recognized post-secondary credentials
2. The local Workforce Development Board’s Program Manager reviews the provider’s information including website/google search of provider, performance information to make sure they have met the minimum levels set by the State and may even meet with the provider in person or by phone to gather more information.
3. The application and general information is then scored using the ETP Program Approval Evaluation Methodology tool which sums nine different weighted factors. A rating of 50 is needed for approval of programs, although extenuating conditions may be considered when calculating program approval.
4. If training provider meets all criteria, an email containing the application is sent to DWD’s ITA Contact for processing.

Local Maintenance of List

As part of the yearly review of the local Board approved training lists, the reviewer notes new/discontinued training programs. The training providers are contacted about new training programs so a review can be completed for possible inclusion on the State’s Eligible Training Provider list. Additional work is conducted with the local technical colleges to determine if programs still exist, have changed names or have new criteria. Finally, staff monitor the list of training providers and monitor the success rate of previous students for those providers rarely used by WOW participants. Any complaint by a participant about the trainer and unmet promises will result in a review and possible notification to the State to remove the provider from the list. If it is suggested that a provider be removed from the list, the provider will be made aware of the appeals procedure.

7. Describe the WDB’s intent to use exceptions (contracts) instead of or in conjunction with the ITA system. Address the following issues as applicable:

- a. Describe the WDB’s policies for OJT and Customized Training opportunities including the length and amount. Submit the WDB’s OJT policy and customized training policy.**

The OJT policy is found as Attachment DD.

- b. If a determination was made that there is an insufficient number of eligible providers, describe how this determination was made and the competitive process to be used in selecting providers under a contract for services.**

The WOW WDB has not encountered this situation. For training programs provided, eligible providers have always been available.

- c. If the WDB intends to serve special participant populations that face multiple barriers to employment, describe the criteria to be used to determine the demonstrated effectiveness of community-based organizations or other private organizations that serve these populations.**

Persons with multiple barriers to employment may need different mechanisms for training other than through an ITA. Although the WDB has no plans at this time to utilize community-based organizations or other private organizations for training, if the need arose, the following would be used as criteria to determine the effectiveness of these organizations:

- 1) Program completion rates of at least 75%
- 2) Training related employment – at least 50% of the graduates must have training related employment
- 3) Hourly wage information – at least \$12 per hour average starting wage
- 4) Training must lead to a credential – as defined in local policy

8. Describe the documentation required to demonstrate a “need for training.”

The WDB documents the need for training in the local IEP. The career planner will indicate if a participant is unable or unlikely to obtain suitable employment with current skills. This is determined by gaps

identified in training and/or work readiness assessments, employer determined training gaps outlined on OJT contracts, and/or through lack of marketable skills identified on participant’s resume.

H. Youth Program.

1. Since WIOA requires 75% of youth funds to be spent on out-of-school individuals, please provide the following information:

a. WDB's approach to meeting the required 75% minimum youth expenditure, including the planned program design.

With the changes in WIOA, especially for the first few years of the program, enrollments will be focused on out-of-school youth. To ensure the 75% minimum expenditure is met, any in-school youth needing funded training/ ITA services will either be co-enrolled in the adult program, DVR, or funds will be sought by other partner programs. For other Work Experience services, budgets will be closely monitored to determine if there is adequate funding to cover an in-school youth while still maintaining the 75% level.

The program design for all new out-of-school enrollments will also change making the required expenditure easier to meet. The new program design has a much greater emphasis on assessment, career planning, career path development, soft skill training, job placement, and job retention strategy development.

Upon enrollment, youth are assessed for general program participation, training readiness (if pursuing training) or work readiness. Based on the assessment results, weekly workshops are held which are tailored to the attendees and their needs. All youth receive robust career planning and have a clear career path developed. High school completion is the first and most important goal for anyone needing it and post-secondary education is stressed as a way to advance earning potential. All participants are eligible for work experience, an apprenticeship, or on-the-job training. The goal of the program is to place the individuals along their career path at either the first or second “chunk” with a company that will provide tuition reimbursement for advanced training.

b. Current and planned recruitment strategies to expand and market services to out of-school youth.

The WIOA Youth Program in the local area has been completely rebranded to help better attract those age 18-24 (and who no longer consider themselves youth). employMENT NOW! has a new name, a new look, and is being marketed on a much wider scale. Eight new flyers were created which, while having the same text, all have different graphics and colors to keep the program fresh. The way the program is being marketed is also very different; the program now speaks to the independence of this age group and instead of providing “help” the program provides support and assistance. In addition to recruiting in more traditional ways, through high schools, partner agencies, and through community-based organizations, the program now tries to reach individuals where they will need help; at financial aid offices, local college registration offices, with employers, with armed services recruiting offices, and with staffing agencies. Employers especially are already playing a large part in marketing. Several employers are including employMENT NOW! information in their rejection letters, others are handing out flyers at job fairs, and others are referring those they want to hire to the WDC for more training before they start. Social media also plays a much bigger role in recruitment of this age group. Assessment is currently underway to determine the best platforms and ways to use social media more effectively.

c. Current and planned strategies to target services to youth, and to ensure seamless, year-round services to out-of-school youth.

The employMENT NOW! Program’s specific services are marketed to and held just for youth, with a focus on career planning, career path development, and soft skills focused on services to best meet the needs of this age group. The types of assessments and other curriculums used are all targeted for those with little or no work experience. To ensure year round services, the local area is offering the traditional “summer work experience” program all year round to help keep youth quickly and fully engaged.

d. Current and planned strategies to encourage 16-17 year old dropouts/non-attenders to return to school.

The program is designed to start with robust career planning which will include a heavy emphasis on education about the local labor market. Job shadow opportunities, apprentice programs, and entrepreneurial programs will all be discussed. With this emphasis and the understanding that short and long term job prospects are enhanced with at least a high school education, it is anticipated that this will encourage high school completion. There are also multiple options for completing high school which not all youth know about and a more hands-on approach that provides a different learning environment may also help.

e. Current and planned retention strategies to retain out-of-school youth in employment or post-secondary education.

The program's emphasis on soft skill training is anticipated to aid in job retention. Close connections with career planners and on-going contact will also help.

f. Current and planned service strategies for assuring that out-of-school youth deficient in basic reading/writing and math will increase one Educational Functioning Level.

While WIOA places a greater emphasis on high school completion and post-secondary training, not everyone who is enrolled will take advantage of these services. For those who are basic skills deficient, upgrading of basic skills will provide a more solid foundation for future growth and opportunity, regardless of school status. Just to successfully compete for a job, basic math skills and reading skills are a must. To enhance participant's skills, various tools and resources will be utilized. Provided at the local technical colleges, free remedial training is offered for community members. These services are often used for participants who either just need to increase their skills or for those who will want to enter training but lack the basic skill levels necessary for entrance exams. Waukesha and Ozaukee Counties both have easy to use literacy centers which also help community members upgrade skills. Low cost basic math and reading courses are also offered throughout the community and participants are referred for these services. For those who do not want to be part of a formalized program, many resources are available for free via the internet. The WDC has found the GED prep courses to be most helpful in helping participants increase educational functioning levels.

g. Strategies to ensure career pathways information will be included in the participant's Individual Service Strategy.

The IEP form has been redesigned and now includes a career path section. For most participants, however, a separate and complete career path chart is developed during the orientation process.

2. Provide the name of the assessment tool(s) the local Board will administer to in-school and out-of-school youth to assess their academic levels.

TABE is used to test academic levels for all out of school youth. In-school youth can be tested using their school's assessment form (typical assessment forms include: WRAT, WKCE, MAP, NWEA, etc.).

3. Describe how the local Board will assess the youth for occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and developmental needs.

The local area uses several locally developed assessment forms to facilitate conversations between the career planner and participant when assessing skills, interests, work, and training readiness. The assessment forms highlight areas of strength as well as areas needing attention like soft skills, work history gaps, lack of work history, supportive service needs, and barriers.

4. Describe the activities the local Board will provide that lead to the attainment of a secondary school diploma or its equivalent, or a recognized post-secondary credential.

Activities will start with an explanation of why the participant is interested in advanced training. Local labor market and hot jobs information is provided to all program participants. For anyone unclear of occupation

choice, intensive career planning will take place and a clear career pathway will be developed for each individual.

Activities will then lead to an explanation of how the training is provided with information given to participants on area training providers, programs available, costs, free funding options (FASFA, scholarships), application process assistance, and support options that can be provided.

5. Describe the activities the local Board will provide to prepare the youth for post-secondary educational and training opportunities.

In preparation for training, youth will start with a training assessment which determines the gaps in knowledge and preparedness for post-secondary training. The assessment gauges the participant's knowledge level of training programs, training providers, financial aid, lengths of programs, etc. Based on the assessment results, career planners can train/educate individuals about support services at local post-secondary providers; and link the participant with advising/counseling staff, tutoring resources, academic and emotional support groups. The WDB will work with DVR to serve youth with disabilities.

6. List the agencies and/or organizations the local Board will partner with to provide services to youth that are:

- a. **Subject to the juvenile or adult justice system:** Waukesha County Justice Center, Waukesha/Ozaukee/Washington County's Adolescent and Family Services, Probation and Parole, Criminal Court System, 180 Juvenile Diversion Program, Ozaukee County Alternative and Diversion Program (TAD), Washington County Alternative and Diversion Program, Wisconsin Correctional Services, Wisconsin Community Services, Youth and Family Project Restitution programs.
- b. **Homeless:** Youth and Family Project, Hope Center, Family Promise (all 3 counties), Elmbrook Church, James Place, Lake Country Caring, Friends of Abused Families (3 counties).
- c. **Runaway:** Youth and Family Project, Hope Center, Family Promise (all 3 counties), Elmbrook Church, James Place, Lake Country Caring
- d. **Pregnant or parenting:** Parent's Place, Head Start, HOPE Network, Department of Health and Human Services, ResCare Workforce Services (W2), Ozaukee Family Services, Family Center of Washington County.
- e. **Individuals with a disability:** Aging and Disability Resource Centers in all 3 counties, DVR in all 3 counties, Addiction Resource Center, NAMI
- f. **Foster children:** Waukesha, Ozaukee and Washington County's Department of Health and Human Services/Foster Care Programs
- g. **Aging out of foster care:** Waukesha, Ozaukee and Washington County's Department of Health and Human Services/Foster Care Programs and WOW Workforce Development Inc. Independent Living Program
- h. **English language learners:** Ozaukee County Literacy Center, Casa Guadeloupe, La Casa de Esperanza, WCTC, MATC, MPTC
- i. **School dropouts:** Ozaukee County Literacy Center, MATC, WCTC, MPTC, Good Shepard Church GES Study Groups, La Casa de Esperanza, Literacy Council of Greater Waukesha
- j. **Within the age of compulsory school attendance, but have not attended school for at least the most recent complete school year quarter:** Wisconsin Correctional Services – Agreed to Succeed Truancy Program, TriCenter Alternative Program, and Port Pirate Academy

7. List the resources or services the agencies and/or organizations could provide these youth.

- Waukesha County Justice Center: Case management and diversion programs associated with juvenile offenses
- Waukesha/Ozaukee/Washington County's Department of Health and Human Services: Economic support, housing assistance, counseling, parenting support, offender intervention and support programs, disability related resources – specifically Aging and Disability Resource Centers, mental health services
- 180 Juvenile Diversion Program: Diversion/case management program for first time offenders

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- Ozaukee & Washington County Alternative and Diversion Program (TAD): Diversion programs for first time offenders or drug/alcohol related offenders
- Wisconsin Correctional Services: counseling, re-entry services, diversion programs, Agreed to Succeed Truancy Program
- Wisconsin Community Services: Pre-trial intervention programs
- Youth and Family Project: homeless services/shelters, restitution programs, youth and family counseling
- Hope Center: Day Center for homeless
- Family Promise: parenting resources, support and classes, food pantries
- Elmbrook Church: outreach/ministries for foster and homeless youth
- James Place: homeless shelter
- Lake Country Caring: store/resources for homeless
- Friends of Abused Families: domestic violence shelters
- Parent's Place: resources, education, daycare for parents
- Head Start: low income child care
- HOPE Network: services and support for single mothers
- ResCare Workforce Services: W-2 program and emergency rent assistance
- Ozaukee Family Services: parenting support services
- Family Center of Washington County: parenting support groups
- Division of Vocational Rehabilitation: work based but also provides assistance with vocational assessments, and other needed supports
- National Association for the Mentally Ill: support groups
- Ozaukee County Literacy Center: GED prep, basic skill instruction, ELL
- Casa Guadeloupe: ELL, literacy, GED prep, housing and rent assistance
- La Casa de Esperanza: ELL, literacy, GED prep, housing and rent assistance
- WCTC: Dual Enrollment Academy, ELL, GED, basic skills classes
- MATC: ELL, GED, basic skills classes
- MPTC: alternative high school, ELL, GED, basic skills courses
- Ozaukee County Literacy Center: literacy, ELL, GED prep
- Good Shepard Church: GED Study Groups
- Literacy Council of Greater Waukesha: literacy, GED prep

8. Describe how the local Board will ensure that parents, participants and other members of the community with experience relating to the programs for youth are involved in the design and implementation of these programs.

The first step in designing the employMENT NOW! program started with the strategic planning process by the local WDB, which is made up of parents, business members, and other members of the community. As the outline was being created, participants were asked for their input, especially about marketing. As with any new program, the WDB will seek continual input by customers as to how services can be improved.

9. Describe how the local Board will ensure that each participant be provided information on the full array of applicable or appropriate services that are available through the local Board or other eligible providers or One-Stop partners.

As part of the orientation process, information is shared with participants on the full array of WDC programs and services. Service Guides are handed out to all new WDC visitors. These guides contain a complete listing of all WDC services and also include contact information for each program. Other services that career planners believe would be beneficial to participants are written into IEP's and co-enrollments are encouraged. Staff is also informed of new programs and services through a variety of ways so they can pass that information along to participants, which is done in person, via email, through phone calls, or text message.

10. Describe how the local Board will partner with the following programs to serve youth and young adults through the Youth Program:

- a. **YouthBuild:** The local WDB is the recipient of a YouthBuild grant. Since there is a local YouthBuild program, coordination is very easy and seamless for participants. Shared marketing and outreach efforts are conducted. Forms are shared between the programs and placement is conducted by the BSU.
- b. **AmeriCorps:** AmeriCorps information is shared with any interested program participant.
- c. **Job Corps:** The nearest Job Corps is located only a short distance away from the WDC. This allows for coordination with Job Corps through education and knowledge sharing of program options.
- d. **Youth Apprenticeship:** The WOW WDB has led the state in coordination with the youth apprenticeship program (YAP). Since YAP staffing was limited, WIOA staff found the youth, developed worksites and even monitored the YAP contracts. Many local youth were able to benefit from this program. With close ties established, it is anticipated that this programming will continue, although on a more limited basis due to the changed focus of WIOA legislation.
- e. **Registered Apprenticeship:** Better partnerships are being created with adult apprenticeship programs. These connections are being strengthened by actively pursuing opportunities to co-enroll in both programs. With the ability to fund both occupational training and on-the-job training at the same time, this program becomes even more appealing to both the apprentice and the employer.

11. Describe any regional efforts the local Board is involved with or is planning with regarding youth initiatives.

The WDB meets frequently with neighboring Boards to discuss all programming including youth initiatives. With the move to WIOA, the local Boards frequently meet to discuss the current regional economy and strategize how to work regionally to meet the goals of WIOA. Currently the WDB is recruiting for our YouthBuild program which works with our regional partners to find, educate, and place young adults. Additionally with the reduction in funding, regional efforts in applying for grants has become increasingly important.

12. Describe how the local Board will provide the fourteen required program elements for the WIOA youth program design.

- Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies: Career planners work closely with local school personnel to coordinate services and encourage youth to remain in school and to take advantage of the resources/services available to them.
- Alternative secondary school services or dropout recovery services: When youth are in alternative secondary schools, career planners work closely with the school personnel to coordinate services and encourage youth to remain in school.
- Paid and unpaid work experiences: Paid work experience offers youth the opportunity to develop work-related youth competencies. Youth are placed in a non-profit organization or government agency or for-profit worksites throughout the Washington, Ozaukee, and Waukesha areas. They are paid with WIOA funds and are monitored by a program monitor and a career planner throughout their work experience. For-profit businesses pay 30% of the youth's wage. We ask the worksites to provide supervision and support to the youth in acquiring workplace skills and competencies. Workplace competencies include: learning to think critically, reading, writing, mathematics, communications, adaptability, personal management, group effectiveness, and team work skills. Another service WOW is providing to youth is on-the-job training. Contracts for youth will mirror our adult and dislocated work programs but will allow for a starting wage of \$10 for those with little to no previous work experience.
- Occupational skill training: Scholarships for in-school youth and ITAs for out-of-school youth are available to eligible WIOA youth participants for long- term or short-term training. WIOA Scholarships are similar to ITAs for Adults, Dislocated Workers, and out-of-school Youth. The focus is on in-demand occupations and career pathways are explored with all scholarships.
- Education offered concurrently with workforce preparation activities: Career planners work closely with the post-secondary school personnel to coordinate services.
- Leadership development opportunities: Leadership development opportunities occur during work experience opportunities, through civic and education groups in the schools youth are attending, through membership in the Youth Advisory Council in the Independent Living Program, and through learning experiences in local employment skills workshops.

- Supportive services: Supportive services are provided to participants to enable them to engage in program activities (typically training and employment). This is usually provided as childcare assistance, transportation assistance, and assistance with work-related items (items needed to begin a job or stay employed at a job).
- Adult mentoring: During work experiences or internships, development of workplace skills is often accomplished by pairing of a youth with a skilled or experienced adult who has strong work ethics and integrity.
- Follow-up services: Examples of follow-up services include: adult mentoring, assistance in securing better paying jobs, career development and further education, contact with the participant’s employer, or other placement activities, leadership development opportunities, tracking progress in employment after training, work related peer support groups, and referral to supportive services.
- Comprehensive guidance and counseling: WIOA youth participants receive one-on-one career counseling and guidance. As counseling needs are identified beyond issues related to careers, referrals are made to appropriate counselors for mental health, behavioral health, or addiction issues.
- Financial literacy education: Financial literacy workshops and one-on-one budget counseling is provided in the local WDC. Anyone who, based on assessment, appears to need financial literacy assistance is directed/referred to these services.
- Entrepreneurial skills training: Referral to local resources is made for anyone requesting services. WCTC’s Small Business Resource Center is a comprehensive resource which provides assistance with business plan development, classes, links to funding, marketing ideas, and one-on-one supports.
- Labor market and employment information: This information is provided through a participant’s program cycle beginning during the orientation. Hot jobs and wage information is provided as a precursor to career planning. During career planning, once an occupation is decided upon, labor market research is required to determine feasibility of that program, and employment information is provided as job search begins.
- Activities that help youth prepare for and transition to post-secondary education and training: Training prep will start with a training assessment which will determine the gaps in knowledge and preparedness for post-secondary training. The assessment gauges knowledge level of training programs, training providers, financial aid, lengths of programs, etc. Based on the assessment results, career planners can train/education about support services at local post-secondary providers, linking with advising/counseling staff, tutoring resources, academic and emotional support groups.

13. Describe the process for reviewing and updating the Individual Service Strategy (ISS), including frequency and documentation requirements.

IEP’s are updated as goals expire and new goals need to be set, and as services change and participant’s move through the program. At the end of this period, the Career Planner and participant determine if any other needs have changed and set new goals. This takes place in an in-person meeting with the Career Planner and participant. In the rare occurrence when an in-person meeting is not feasible, detailed documentation is case noted.

If the 1st page (occupational interests, eligibility for training services, training preparation and career path information) information for the participant have not changed, the IEP may be updated by doing the following.

- Attach a blank copy of the second page of the IEP to the original plan.
- Complete the Activity sections on the new page with those steps the participant will complete during the upcoming period.
- The Career Planner and participant must sign and date the bottom of the new sheet.

If the participant’s career or training goals have changed, a new IEP (both the first and second page) must be completed to reflect this change. The updated IEP’s are placed in the participant’s paper file and new IEP service should be opened in ASSET.

14. Specify if the local area plans to offer incentives or stipends for youth. If yes, attach the local policy (refer to WIA Policy 13-02: Youth Incentive Awards and Stipend Payment Policy for additional information).

The local area does not plan on offering incentives or stipends for youth at this time.

15. Describe the WDB's approach to comply with the required minimum 20% expenditure for work experience. [§129(c)(4)]

The WDB has had a strong history of providing work experience opportunities for youth program participants through summer work experience and internships (over 200 work experiences were set-up in both 2013 and 2014). The WDB also has a strong history of providing successful on-the-job training opportunities to adults and dislocated workers, some of whom were 18-24 years old. With the addition of OJT opportunities for youth, the WDC does not anticipate any issues complying with the 20% required expenditure expectation. New service pairings have been developed to aid in the placement of this more difficult to place population (specifically work experience to OJT options).

The WDB works with DVR to place youth with barriers in work experiences. DVR is required to spend 15% of their budget on specific Pre-employment Transitional Services for students with disabilities who are in high school. These services include:

- Job exploration counseling
- Work-based learning opportunities
- Counseling on post-secondary education
- Workplace readiness training
- Instruction in self-advocacy

Businesses have expressed a strong need for youth in their workplaces. With the pending retirements and skills shortages, most counties have local business organizations that are working to address and solve these issues. Through the BSU, successful connections with employers have already been made and this trend is expected to continue.

Additionally, with the focus on the 18 - 24 year old age group, there will be a reduction in restrictions such as child labor laws. In the past these laws were prohibitive for many businesses which have affected previous work experience opportunities for youth.

16. Provide the WDB's definition of the in-school youth eligibility criterion – "An individual who requires additional assistance to complete an educational program, or to secure or hold employment." The locally developed eligibility criterion must be specific, measurable, and different from the eligibility categories listed for the in-school youth.

In-school needs additional assistance: A score of 10 or above documented on the locally developed Needs Score Sheet for Employment and Training Services - In-School Youth. This form documents needs related to: stability of work or school experience, education, English communication and other barriers. A score of 8 represents an individual who will require significant programming/services/ intervention to obtain and maintain employment.

17. Provide the WDB's definition of the out-of-school youth eligibility criterion – "A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment." The locally developed eligibility criterion must be specific, measurable, and different from the eligibility categories listed for the out-of-school youth.

Out-of-school needs additional assistance: score of 10 or above documented on the locally developed Needs Score Sheet for Employment and Training Services – Adult/Dislocated Worker and Out-of-School Youth. This form documents needs related to: stability of work or school experience, education, English communication, other barriers and dependents. A score of 10 represents an individual who will require significant programming/services/intervention to obtain and maintain employment.

18. Attach a list of the current youth service providers.

The list of current youth service providers is found as Attachment KK.

I. New Service Strategies for WDAs Failing Performance Measures

N/A - The WDA has not failed to meet local performance accountability measures.

J. Strategies for Faith-based and Community Organizations

1. Describe current or planned activities to increase the opportunities for participation of faith-based and community organizations as committed and active partners in the One-Stop delivery system.

Any entity, as long as the mission is at least in part employment related, can become a paying member of the WDC. There are several partners who are not required and have joined the system including Independence First. Short of full partnership, there are several agencies that we work closely with and are actively engaged in the system, Experience Works would be one example. As the Title V provider in Washington County, the program works very closely with the WDC and its partner programs. Co-enrollments are common as are referrals to workshops and other general services.

2. Describe current or planned activities to expand the access of faith-based and community organizations' clients and customers to the services offered by the One-Stops in the WDA.

We actively recruit and engage clients and customers from a wide range of community based and faith-based organizations which starts with a database of local organizations (almost 500 current contacts). This list is used when promoting new services and programs and for our monthly newsletter. Direct contact is also made with these organizations. The level of involvement varies based on the type of agency and a job seeker's need, but all are counted on for referrals to programs/services. WDC staff are also involved in a variety of community-wide groups which bring together numerous organizations all at one time. For example, Washington County has a Re-Entry committee which includes representation from law enforcement, probation/parole, faith-based organizations, AODA and mental health counseling, housing entities, workforce development, and local businesses.

VII. Service Providers and Oversight

A. Selection of Service Providers

1. Describe the competitive process used to award sub-grants and contracts in the local area for activities carried out under WIOA Title 1 [§108(b)(16)].

Competitive Proposals. Normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded.

- The request for proposals (RFP) must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured and identify all requirements which the offeror must fulfill, including all other factors to be used in evaluating proposals.
- The RFP must be posted for a minimum of 14 days on the WDB's website and in the Milwaukee Journal Sentinel. Additional publications for posting may be considered on an as needed basis. Proposals must be solicited from an adequate number of qualified sources.
- The author of the RFP must also create an evaluation tool to be used to evaluate each proposal. The criteria used in the evaluation tool must match the requirements and factors included in the RFP.
- The author of the RFP must create a three-person evaluation committee. Each committee member must independently evaluate each proposal using the evaluation tool and assigning a numerical score. Committee members must not be representatives of the offeror's organization, be related to the offeror, or have a vested interest in any offeror's proposal. The author may serve as one committee member.
- The author of the RFP must meet with the evaluation committee to collect and average all scores and discuss comments. The evaluation committee must recommend the award to the offeror whose proposal is most advantageous to the program while considering price and other factors.
- The author of the RFP will prepare a memo to the appropriate decision makers, which includes a summary of all comments, average scores, the rationale for the method of procurement and selection of contract type, and the cost price analysis.

2. Describe how and where the services will be provided and who will provide them for the following types of services:

- a. **Career services:** are provided by WDI career planners at all three WOW WDC. Services are provided via individual one-on-one meetings with career planners, in group settings for workshops, at employer sites for work readiness/occupational training, or at training institutions for basic skill and occupational training.
- b. **Youth services:** are provided by WDI youth career planners at all three WOW WDC or at a location which is most convenient for those with transportation issues. Services are provided via individual one-on-one meetings with career planners, in group settings for workshops, at employer sites for work readiness/occupational training, or at training institutions for basic skill and occupational training.

B. Oversight and Training of Service Providers

1. **Describe the WDB's oversight and monitoring procedures including processes for program and fiscal monitoring, including frequency. Also include processes for ensuring quality customer service. [§107(d)(8)]**

Local program monitoring occurs quarterly. Factors that go into monitoring include a review of performance for strong and weak areas, data validation results, and the prior year annual monitoring results. This comprehensive review of service delivery includes file reviews of participants, ASSET entries reviews, and all case notes are reviewed for content and appropriate service provision. A written report is sent to each provider which details areas that are successful and areas that need improvement. Monitoring results are shared with providers and provider staff, and the results are typically discussed in quarterly service provider meetings. Data collected from local monitoring is used to evaluate program effectiveness, areas where training is required, and areas for improvement. Performance results are also used in recommendations for future provider contract extensions or terminations, and are factored into individual performance evaluations by the provider agencies. In depth program monitoring is conducted for all subcontractors and includes contract compliance, service delivery, and Equal Opportunity activities. During the program monitoring, subcontractor's materials and websites are reviewed for compliance.

Fiscal monitoring is conducted quarterly by a Waukesha County Financial Analyst and is reported to the WDB. Fiscal monitoring includes at a minimum, review of expenditures, assessment of allowableness, invoices, and application of fiscal policies and cost allocation plan.

The WDB Director monitors based upon applicable regulations, internal policies, and results from other external monitoring and audits. The WDB Director attends training and meets with external monitoring staff from Department of Workforce Development staff Monitoring processes occur solely between the WDB Director and staff whose assistance is requested and reports of monitoring results are made directly to the WDB.

Monitoring includes at a minimum, review of:

- Progress on “fixing” items noted in the previous year’s local, state and data validation monitoring
- Required ASSET & paper documentation
- Services
- Assessments
- Goals
- Individual Employment Plans
- Monthly contact

Customer satisfaction surveys are conducted regularly and provide insight into the level of customer service provided. On anonymous surveys, participants are asked to provide the name of their career planner and the program that they are in. They are also asked to rate respectfulness, responsiveness, ability to meet needs, and overall satisfaction.

2. **Provide a brief description of how the WDB will ensure the continuous improvement of eligible providers of services and ensure that such providers meet the employment needs of local employers, workers and jobseekers. [§108(b)(6)(A)]**

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The WDB Director monitors all programs during the program year and provides feedback to the provider on strengths and weaknesses. Comprehensive annual State monitoring includes fiscal, data validation and program compliance. All monitoring includes the analysis of participant files and corresponding ASSET entries. Any issues needing correction are addressed through a corrective action process. Staff use the review findings to determine training needs of individual career planners, specific subcontracted agencies, or all case management staff in the WDA. Customer satisfaction surveys are collected for employers and job seekers to assess satisfaction and areas of strengths and weaknesses. The results of the annual local monitoring are reported to the WDB.

3. Describe how WDB and service provider staff is trained in use of the ASSET system and the WIOA program. Also describe how WDB and service provider staff is informed of new policies (both local policies, DET issuances and DOL guidance) and training opportunities.

New WIOA staff complete an intensive training process which covers several months and is conducted in multiple ways. The following is a sample training plan used for a recently hired youth career planner. For ongoing training, regular career planner meetings are held in which policy/process discussions are a standing agenda item. For bigger changes, all the career planners in the WDA are brought together to receive training.

Day 1	WIOA Overview: High level overview of youth program, federal legislation, how rules are passed to local areas, state involvement, local policy development, etc.
Full day in training	WIOA Services/Programs overview/case management philosophy: Role as a career planner: mentor, coach, teacher. Helping vs. empowering. Job search assistance, career planning (short term and long term) or training, work experience, internships, Reading assignment: WIOA State Program Guide – Youth Section
Day 2	WIOA Eligibility
¾ day in training	Assessment / Purpose and tools (required and others)
¼ day caseload review	WIOA Enrollment process, WIOA Paperwork – file review, Begin caseload review with an established career planner, Possible job shadow – enrollment or 1 st mtg.
Day 3	WIOA Services – job search (marketable skills? Work readiness workshops, Resume creation, job leads, work experience, internships, working with BSU, referral process)
½ day training	WIOA Training Assistance – (appropriateness of training, training lists, forms, required paperwork)
½ day caseload review & job shadow	Ongoing program requirements (monthly contacts, IEP’s, monitoring, etc.), Continue caseload review
Day 4	Placements & Exiting
½ day training	ASSET immersion (data entry chart, manage assessment, case notes, etc.)
½ day job shadow	Job shadow with an established career planner
Day 5	Program Goals (enrollments, placements)
	Performance Measures, Job shadow with an established career planner
2nd week	Contact participants by letter, email, phone, Performance spreadsheet, Caseload spreadsheet
3rd week	Review and job shadow. Attend WDC workshops to increase work readiness skills base
4th week	Review. File reviews to spot check compliance

WDB has developed *Guidelines on Confidentiality and Personally Identifiable Information*, which requires all WDB and service provider staff to read, sign an acknowledgement form stating that they have read and

understand the guidelines, and have completed the online DWD Security Training which is an annual requirement.

4. Describe local processes for monitoring and ensuring timely and comprehensive entry of participant information into the ASSET system.

Starting in March of 2017, career planners were trained on data entry into ASSET. As customers enroll into programs, the career planners enter the data directly into ASSET and provide the central data staff with enrollment data. Once the enrollment form is submitted the data from ASSET is entered into the local Access database. Data is compared between the systems at both enrollment and exit into WIOA. All files are monitored at time of exit as well as annually to ensure that data is correct.

5. Describe any local data systems in use to record and track participant services.

The WIOA Title 1 service provider, WDI, have central data entry staff use a local Access database to record and track participant services and program area budgets, as well as prepare local performance reports to assist in managing programs and budgets. An ORION Fund Accounting database is used for fiscal purposes.

VIII. Performance and Accountability

A. If the WDB has developed performance standards, in addition to those required by WIOA, describe the criteria used to develop these local area performance standards. Describe how these standards will be evaluated and corrective actions that will be taken if the performance falls short of expectations.

WDB determined which areas of effective case management, in addition to performance measures, are measurable and created standards for each career planner and employment relations specialist. Placements, monthly contacts, and file monitoring are all areas which are measured. Corrective action for staff is determined and has included full case management training and tying individual accountability to performance outcomes to performance reviews.

B. Describe how performance data will be used for local monitoring, evaluation, continuous improvement and oversight processes; and, describe the type of training for staff (and providers where appropriate), and the frequency, on ASSET and performance measures.

Local monitoring occurs quarterly. Factors that go into monitoring include a review of performance for strong and weak areas, data validation results, and the prior year's annual monitoring results. This comprehensive review of service delivery includes file reviews of participants and ASSET entries. A written report is developed for each provider which details opportunities for improvement and areas that are successful. Monitoring results are shared with providers and staff, and used during quarterly service provider meetings. Data collected from local monitoring is used to evaluate program effectiveness, areas where training is required, and areas for improvement. Performance results are also used in recommendations for future provider contract extensions or terminations and are factored into individual performance evaluations by the provider agencies. Performance training is a requirement for all new employees within 30 days of hire. Other provider training is handled on an as-needed basis and includes State sponsored Roundtable training opportunities, webinars, and relevant workshops.

Each communication from DWD is reviewed and shared with providers. When local policy or procedures need to be created or changed, appropriate action is taken. Regular meetings with providers are conducted to discuss policies, performance and training needs.

Performance data, based on ASSET input and other sources, is received quarterly. Quarterly meetings are conducted with service provider management to review performance outcomes. Providers maintain spreadsheets for each program they operate that provides just-in-time data for the potential performance effect of enrollment, placement and exit activity. Continued analysis and subsequent corrective actions will continue to improve performance measures.

Additionally, local staff serve on the ASSET User’s Committee, share emails, draft materials, and solicit opinions as changes, new mandates and enhancements are brought before the committee. Involvement with this group is ongoing to improve the quality of service. ASSET training occurs within 30 days of hire, but more typically occurs within the first two weeks.

C. Describe how your local area’s program design will maximize performance on the WIOA primary indicators of performance outlined in Section 116(b). After setting adjusted levels of performance with the State, update the Local Plan to provide the adjusted targets.

The WDB has a strong history of meeting and exceeding performance expectations. With WIOA, there is an opportunity to enhance the successful programs already in place. The local area’s updated program design looks to maximize performance by focusing on the issues that typically cause poor performance such as: lack of engagement, poor retention skills, and post-secondary drop-outs. The program creates better career planner/participant relationships by restructuring the career planner role creating a knowledgeable/valuable resource with a more in-depth understanding of the labor market, workplace rules, employer expectations, training providers, and careers. Job retention is enhanced by ongoing conversations about needs identified through work readiness assessments and through workshops geared towards soft skill development. Training retention/completion will also be enhanced by better career planning, more thorough training readiness assessment, better career path development which allows for shorter training needs, more knowledge and reliance on support systems in the schools, and less jobbing out with shorter time spent in school.

ATTACHMENT A - Assurances and Signatures

WIOA Local Plan Assurances and Signatures

1. The WDB, including the chief elected official of the area and providers receiving funds under Title I of the Workforce Innovation and Opportunity Act, will comply with the Fiscal Controls established in Section 184 of WIOA.
2. The WDB and chief elected official assure that they will comply with the nondiscrimination and equal opportunity provisions of WIOA section 188 and implementing regulations at 29 CFR Part §38, adhere to the DET Methods of Administration for ensuring compliance, including an assurance that a Methods of Administration has been developed and implemented by the WDB and its funded sub-recipients.
3. The WDB assures that it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIOA section 188.
4. The WDB assures that veterans will be provided priority access to employment and training activities authorized in section 134 of WIOA.
5. The WDB assures that all WIOA participants will be exposed to a full range of career choices including orienting and exposing them to training and jobs with family-supporting wages.
6. The WDB assures that financial literacy training/information is made available for all participants.
7. The WDB assures that no funds received under WIOA will be used to assist, promote, or deter union organizing.
8. The WDB assures that it will comply with sections 504 and 508 of the Rehabilitation Act of 1973, including the American's with Disabilities Act of 1990.
9. The WDB assures that it developed this plan in consultation with the business community, labor organizations, and required partners.
10. The WDB assures that funds will be spent in accordance with WIOA legislation, regulations, written DOL Guidance, Division of Employment and Training (DET) guidance and all other applicable federal and state laws.
11. The WDB assures that all WDB meeting agendas and minutes will be shared with DET staff (Local Program Liaison).
12. The WDB assures that no WIOA funds will be spent on the development or operation of any data management systems that duplicate systems provided by the State of Wisconsin, especially ASSET, WorkNet, or Job Center of Wisconsin.
13. The WDB Administrative Entity assures the development of a Continuity of Operations Plan (COOP) which outlines the methods by which the Board will function and services will be provided during a critical incident or pandemic, including:
 - Provisions for continuation of employment and training services under the WIOA and other programs or services funded by the DWD as possible during a critical incident or pandemic as well as the restoration of full services when services have had to be limited or interrupted for a period of time.
 - Oversight of the status and activity of the WDA's WDC sites during a critical incident or pandemic, including regular status reports to DET Services COOP Branch Director or designee as required.
 - Full cooperation with the DWD, DET in the preparation or implementation of a COOP as specified, including submittal of the Board's updated COOP Plan in April of each year upon request, and participation in COOP drills such as call trees, tabletop exercises and other plan reviews as scheduled.
14. The WDB assures that it will comply with state program priorities and directives set out in the state plan and any subsequent modifications.

NOTE: Signatures are also required on the Certifications in the **Forms B and C**.

WOW WORKFORCE DEVELOPMENT BOARD – WIOA LOCAL PLAN 2016-2020: Modification #1

This plan has been developed for the Waukesha-Ozaukee-Washington WDA in accordance with the terms of the WIOA.

Approved for the Workforce Development Board

Workforce Development Board Chair

Name (type or print): John Heyer

Signature:  Date: 12-6-18

Approved for the Counties of the Workforce Development Area

Chief Local Elected Official

Name (type or print): Paul Farrow

Title: Waukesha County Executive

Signature:  Date: 12-7-18

Local Elected Officials (Optional):

Name (type or print): _____

Title: _____

Signature: _____ Date: _____

Name (type or print): _____

Title: _____

Signature: _____ Date: _____

ATTACHMENT B - Debarment & Suspension Certification

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The regulations were published at §200.212 of Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Laura Catherman, Workforce Development Board Director

Name and Title of Authorized Representative



Signature

12/7/18

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance

funds learns that its certification was erroneous when submitted or has become erroneous by reason of charged circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT C - Lobbying Certification

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all* sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all* sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 200.450 of Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<u>Waukesha-Ozaukee-Washington Workforce Development Board</u>	<u>WIOA Title I-B</u>
<u>Grantee/Contractor Organization</u>	<u>Program/Title</u>
<u>Laura Catherman</u>	<u>12/7/18</u>
<u>Name of Certifying Official</u>	<u>Signature</u>
	<u>Date</u>

ATTACHMENT D - One-Stop Service Delivery System: Locations

- **Comprehensive Center – Pewaukee**
Waukesha County Workforce Development Center
892 Main Street
Pewaukee, WI. 53072
Phone: 262.695.7800
Fax: 262.695.7890

Manager

Beth Norris, Operations Coordinator
262.695.8056
BNorris1@wctc.edu

WIOA partner physically onsite: WDI, DVR, Job Service

- **Comprehensive Center – West Bend**
Washington Country Workforce Development Center
2200 Green Tree Road
West Bend, WI. 53090
Phone: 262.335.5300
Fax: 262.335.5321

Manager

Kathy Wolfe, Job Center Coordinator
262.335.5318
kwolfe@morainepark.edu

WIOA partner physically onsite: WDI, DVR, Job Service

- **Other Service Location – Mequon**
Washington Country Workforce Development Center
5555 West Highland Road
Mequon, WI. 53092
Phone: 262.238.2880
Fax: 262.238.2890

Manager

Kathy Wolfe, Job Center Coordinator
262.238.2885
kwolfe@morainepark.edu

WIOA partner physically onsite: WDI, Job Service

- **Other Service Location – Waukesha**
Division of Vocational Rehabilitation
2607 N Grandview Blvd #100
Waukesha, WI. 53188
Phone: 262.548.5850
Fax: 262.521.5302

Manager

Deanna Krell, WDA Director
262.548.5880
deanna.krell@dwd.wisconsin.gov

WIOA partner physically onsite: DVR

- **Other Service Location – Mequon**
Division of Vocational Rehabilitation
1017 W Glen Oaks Lane, Suite 204
Mequon, WI 53092
Phone: 262.241.2011
Fax: 262.241.5378

Manager

Deanna Krell, WDA Director
262.548.5880
deanna.krell@dwd.wisconsin.gov

WIOA partner physically onsite: DVR

ATTACHMENT E - Publication Notice

The following is the public notice appeared in the Milwaukee Journal Sentinel on Wednesday, October 31, 2018:

The Waukesha-Ozaukee-Washington (WOW) Workforce Development Board modified its Workforce Innovation and Opportunity Act 2016-20 Local Plan. The Plan will be submitted to the WI Dept. of Workforce Development on Dec. 14, 2018. A copy of the plan is available for review and written comment for 30 days at www.wowwdb.org/public-notices and at all three Workforce Development Centers in the WOW region (892 Main St, Pewaukee; 2200 Green Tree Rd, West Bend; 5555 W Highland Rd, Mequon). Questions or comments should be directed to Laura Catherman at lcatherman@waukeshacounty.gov by Nov. 29, 2018.

WNAXLP

ATTACHMENT F - Comments expressing disagreement with plan & WDB's response

There were no comments received during the Local Plan Modification #1 comment period.

The following comments and responses were received as part of the 2016-2020 WIOA Local Plan public comment period:

On Monday, February 29, 2016 comments regarding changes to the WIOA Local Plan were received by Deanna Krell on behalf of the Division of Vocational Rehabilitation. The comments and the WDB response are listed below:

Areas of plan discussing the Business Services Unit as well as areas outlining services to Employers:

- The BSU should be defined and all titles of WIOA need to have representation on this unit. DVR needs to have representation on this unit as title IV under WIOA.
 - **Response:** Explanation added to question 8 on page 20, “**The BSU consists of members of the Core Partners.**”

- DVR's services to employers that may vary from the other programs should be outlined
 - **Response:** Additional information added to Question 4 on page 9, “**DVR provides information and resources for hiring job seekers with disabilities to employers.**”
 - **Response:** Additional information added to Question 4 on page 9, “**OJT funds from Title 1 and 4** are used to provide training wage reimbursements to employers who hire job seekers who have the aptitude and ability to do a specific job but who may not have previous on-the-job experience in that occupation or industry.”

- Customized training programs to meet business needs
 - **Response:** Customized training programs are mentioned throughout the plan as being offered by the BSU which encompasses DVR business services.

- Talent Acquisition Portal (online system including a national talent pool of VR candidates looking for employment and a job posting system for businesses looking to hire individuals with disabilities)
 - **Response:** Additional information added to Question 8 on page 20, “**The WDB uses the JCW, Talent Acquisition Portal (TAP), Wisconsin TechConnect, and America’s Job Bank to post jobs and review resumes.**”

- Information on Section 503 for Federal contractors looking to hire people with disabilities
 - **Response:** Additional information added to Question 8 on page 21, “**Assistance for federal contractors in meeting the hiring requirement of Section 503**”

- Prescreening of candidate resumes/applications
 - **Response:** Prescreening of candidate resumes/ applications are mentioned throughout the plan as being offered by the WDC which encompasses DVR.

- May want to highlight the different titles of WIOA that offer particular services like OJTs. DVR has an OJT program as well as an Internship/Temporary Work program.
 - **Response:** Additional information added to Question 4 on page 9, “**OJT funds from Title 1 and 4** are used to provide training wage reimbursements to employers who hire job seekers who have the aptitude and ability to do a specific job but who may not have previous on-the-job experience in that occupation or industry.”

Area of plan discussing/explaining Vocational Rehabilitation:

- There were a few areas that should have described DVR's vocational counseling and guidance services.
 - **Response:** Additional information added to Question 2 on page 8, “For youth with disabilities, the Division of Vocational Rehabilitation (DVR) provides assessment, training, job placement, job coaching, **and vocational counseling** services.”
 - **Response:** Additional information added to Question 1 on page 17, “Division of Vocational Rehabilitation: provider of **vocational counseling, employment and training** services for those with documented disabilities, located in the Waukesha, and Washington County WDCs **with affiliate sites in Waukesha and Mequon.**”
 - **Response:** Additional information added to Question 1 on page 32, “**The WDB consults with DVR to meet the needs of individuals with disabilities.**”
 - **Response:** Additional information added to Question 1 on page 33, “**A quiet workspace is available for people with disabilities who would benefit from this accommodation in order to thoroughly read and comprehend materials.**”
- DVR's specific requirement to provide Pre-Employment Transition Services to youth in high school under WIOA should be listed.
 - **Response:** Additional information added to Question 15 on page 51, “**The WDB works with DVR to place youth with barriers in work experiences. DVR is required to spend 15% of their budget on specific Pre-employment Transitional Services for students with disabilities who are in high school. These services include:**
 - **Job exploration counseling**
 - **Work-based learning opportunities**
 - **Counseling on post-secondary education**
 - **Workplace readiness training**
 - **Instruction in self-advocacy**”
- There were 1-2 sections of the plan where DVR was not listed when it should have been as a core program.
 - **Response:** Additional information added to Section B on page 10, “WDI, Job Service, **DVR**, WCTC, MPTC, and MATC are the main providers of core services in our local area, and are all actively engaged partners in the WDC.”
 - **Response:** Additional information added to Question 1 on page 17, “Division of Vocational Rehabilitation: provider of **vocational counseling, employment and training** services for those with documented disabilities, located in the Waukesha, and Washington County WDCs **with affiliate sites in Waukesha and Mequon.**”

Locations of job centers or other locations that offer services under WIOA:

- There are several areas that talk about service locations.
 - **Response:** Additional information added to Question 3 a. on page 26, “**Other service locations include DVR’s Waukesha and Mequon locations.**”
- DVR's affiliate sites should be listed: Waukesha DVR and Mequon DVR.

- **Response:** Additional information added to Question 1 on page 16, “**Additionally, DVR has two affiliate sites in Waukesha and Ozaukee Counties.**”
- **Response:** Additional information added to Attachment D on page 61-62,

- **“Other Service Location – Waukesha**
Division of Vocational Rehabilitation
2607 N Grandview Blvd #100
Waukesha, WI. 53188
Phone: 262.548.5850
Fax: 262.521.5302

Manager

Deanna Krell, WDA Director

262.548.5880

deanna.krell@dwd.wisconsin.gov

WIOA partner physically onsite: DVR

- **Other Service Location – Mequon**
Division of Vocational Rehabilitation
1017 W Glen Oaks Lane, Suite 204
Mequon, WI 53092
Phone: 262.241.2011
Fax: 262.241.5378

Manager

Deanna Krell, WDA Director

262.548.5880

deanna.krell@dwd.wisconsin.gov

WIOA partner physically onsite: DVR”

- Other title/core programs may also have sites that should be listed as well.
 - **Response:** Additional information added to Section B on page 10, “WDI, Job Service, **DVR**, WCTC, MPTC, and MATC are the main providers of core services in our local area, and are all actively engaged partners in the WDC.”
 - **Response:** Additional information added to Question 1 on page 17, “Division of Vocational Rehabilitation: provider of **vocational counseling, employment and training** services for those with documented disabilities, located in the Waukesha, and Washington County WDCs **with affiliate sites in Waukesha and Mequon.**”

Department of Workforce Development programs:

- Consideration to outline the different programs within DWD
 - **Response:** Additional information added to Question 1 on page 17, “State of Wisconsin Department of Workforce Development: provider of labor exchange, **veteran services**, and re-employment services, located in all 3 WDCs.”
- Identification of what title each program falls under for better clarification

- **Response:** Additional information added to Section B on page 10, “WDI, Job Service, **DVR**, WCTC, MPTC, and MATC are the main providers of core services in our local area, and are all actively engaged partners in the WDC.”

Areas of plan discussing youth services:

- Where appropriate DVR's Pre-Employment Transition Services to youth in high school could be listed, 1. Job exploration counseling 2. Work-based learning opportunities 3. Counseling on post-secondary educational and transition opportunities 4. Workplace Readiness Training 5. Instruction in Self-Advocacy
 - **Response:** Additional information added to Question 15 on page 51, “**The WDB works with DVR to place youth with barriers in work experiences. DVR is required to spend 15% of their budget on specific Pre-employment Transitional Services for students with disabilities who are in high school. These services include:**
 - **Job exploration counseling**
 - **Work-based learning opportunities**
 - **Counseling on post-secondary education**
 - **Workplace readiness training**
 - **Instruction in self-advocacy ”**
- Overall theme of collaboration and co-enrollments between DVR youth and the WIOA youth programs. DVR can be a source of referral to the WIOA out of school youth program.
 - **Response:** Additional information added to Question 2 on page 8, “For youth with disabilities, the Division of Vocational Rehabilitation (DVR) provides assessment, training, job placement, job coaching, **and vocational counseling** services.
 - **Response:** Additional information added to Question 13 on page 24, “**High school age youth are referred to the WIOA youth program from DVR.**”
 - **Response:** Additional information added to Question 1 a. on page 46, “To ensure the 75% minimum expenditure is met, any in-school youth needing funded services will either be co-enrolled in the adult program, **DVR**, or funds will be sought by other partner programs.”
 - **Response:** Additional information added to Question 5 on page 47, “**The WDB will work with DVR to serve youth with disabilities.**”

ATTACHMENT G - WDB/CEO Agreement

JOINT AGREEMENT
between
Waukesha-Ozaukee-Washington Wisconsin Counties Consortium
and
Waukesha-Ozaukee-Washington Workforce Development Board
and
Waukesha County, as Administrative Entity, Local Grant Sub-Recipient and Local Fiscal Agent

~~**THIS AGREEMENT** is made and entered into as of the 1st day of October, 2018 by and between the Waukesha-Ozaukee-Washington Wisconsin Counties Consortium (Consortium), the Waukesha-Ozaukee-Washington Workforce Development Board (WDB), and Waukesha County.~~

Purpose of this Agreement

The purpose of this agreement is to define the roles and responsibilities of the Consortium and its Chief Elected Official, the WDB, and Waukesha County in its capacity as the administrative entity, local grant sub-recipient and local fiscal agent as between themselves for implementation of the Workforce Innovation and Opportunity Act of 2014 (“WIOA”) (29 U.S.C. § 3101 et. seq.; Public Law 113-128) within Waukesha-Ozaukee-Washington Workforce Development Area Number 3 (WDA).

WHEREAS, the WDA encompasses the total area of Waukesha County, Ozaukee County, and Washington County, Wisconsin and the programs and services delivered pursuant to this Agreement may be provided without exception, within this entire three-county geographical area; and

WHEREAS, the the counties of Waukesha, Ozaukee and Washington have constituted themselves as the Consortium for the purpose of jointly implementing and exercising their powers and duties under WIOA; and

WHEREAS, the Chairpersons of the County Boards of Supervisors for Ozaukee and Washington Counties and the County Executive of Waukesha County, or their designees, (each a “Local Elected Official”) serve as the Commissioners of the Consortium and have duly designated the Waukesha County Executive as the Chief Elected Official (“CEO”) of the Consortium to exercise their powers and responsibilities as chief elected officials under WIOA; and

WHEREAS, the CEO is the designating authority for the WDA, the Grant Recipient, Designating Authority for the Administrative/Fiscal Agent and Grant Sub-Recipient, appointing authority for the WDB, and such other roles and responsibilities as set forth in WIOA, its regulations, the Consortium’s Consortium Agreement, and this Agreement below; and

WHEREAS, the WDB is the body appointed by the Consortium to carry out, where specified in conjunction with the Consortium, the functions of a local board as required by WIOA, resultant state and federal regulations, and this Agreement, including but not limited to: conducting comprehensive planning for workforce development, creation and modification of the WDA Comprehensive WIOA Plan, promulgation of policy necessary to carry out that plan, proposal of budgets necessary to carry

out functions under WIOA, selection of services providers, appointment of WDB subcommittee members, and conducting appropriate and necessary oversight of programs and services provided in the region; and

WHEREAS, the Joint Executive Committee is a committee of the WDB which contains representatives appointed by the Consortium to represent the Consortium’s interests, and includes the three chairpersons of the Board of Supervisors from Waukesha, Ozaukee and Washington Counties and one additional county board supervisor from each of the three counties. The remaining members of the Joint Executive Committee are the members of the Executive Committee of the WDB; and

WHEREAS, Waukesha County is the body named by the Consortium and the WDB to function as the administrative entity, grant sub-recipient, local fiscal agent, and oversight manager for the WDA.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which each party acknowledges, the Consortium, the WDB and Waukesha County agree to the following:

I. Appointment of the Workforce Development Board (WDB)

The Consortium solicits nominations for and appoints members to the WDB in a manner that meets the requirements of the WIOA, state and federal regulations and any plan of representation adopted by the Consortium.

II. Development of the WDA Comprehensive WIOA Plan

The Consortium and WDB agree to engage in a planning process to develop and modify the Comprehensive WIOA Plan. Staff assistance to carry out the process is provided by the WDB. The WDA Comprehensive WIOA Plan and any Plan modifications are made available for public comment in keeping with WIOA and regulations prior to final approval and submission to the Governor.

III. Selection of the Grant Recipient, Fiscal Agent and Administrative Entity

A. WIOA specifies that the Chief Elected Official is the grant recipient and fiscal agent for funds under WIOA, and that the Chief Elected Official may designate an alternate entity for that purpose. The CEO, as authorized by the Consortium, hereby designates Waukesha County as local Fiscal Agent, local Grant Sub-Recipient and Administrative Entity for funds received under WIOA and other related funds granted to the WDA for which the Consortium and the WDB have jurisdiction.

B. Waukesha County shall function as the Administrative Entity, carrying out the responsibilities set forth in WIOA, this Agreement and related regulations.

C. The acceptance of Grant Recipient and Fiscal Agent status by Waukesha County does not relieve the CEO or Consortium from liability from the misuse of funds under the WIOA.

D. Waukesha County as Grant Recipient, Fiscal Agent, and Administrative Entity shall maintain its status as a county government to ensure the integrity of the funds granted to it.

E. Staff Assistance:

1. ~~Waukesha County shall provide such resources as it determines necessary to equip the WDB and Consortium with the assistance to carry out their required functions under WIOA and related regulations including but not limited to: Planning, plan development, strategic direction, policy development, oversight, stakeholder convening, competitive procurement, performance negotiation and other functions required by WIOA, its regulations and this Agreement, in such a manner as to avoid conflict of interest in carrying out these functions. Such measures shall include, but not be limited to, designation of a staff person or persons directly accountable to the WDB. At a minimum this shall include sufficient funding for a Workforce Development Board Director position.~~

2. Waukesha County may also provide such other assistance as deemed necessary to perform the duties assigned by the WDB and Consortium in a timely manner.

F. Indemnification:

1. The parties to this Agreement recognize the need to protect members of the Consortium, the WDB, and Waukesha County against loss, liability or damages that may result from their joint or separate actions in performing responsibilities under WIOA.

2. Waukesha County as Administrative Entity/Grant Recipient will procure and maintain a general liability insurance policy, including errors and omissions insurance, for the benefit of the Consortium and WDB members. It is understood that employees and elected officials of each participating Consortium member may also have insurance protection under each of their county's applicable insurance policies for acts committed within the scope of their employment while carrying out their responsibilities as Consortium and WDB members. Waukesha County shall maintain fidelity insurance as the Administrative Entity/Grant Recipient.

3. Subject to and without waiving any and all statutory defenses, immunities and limitations of liability or the amount recoverable, the Consortium, the WDB and Waukesha County agree during the term of this Agreement to indemnify and save harmless the others, their successors and assigns, from and against any and every claim, demand, suit, payment, damage, loss, costs and expense that the other parties, their successors and assigns, may hereafter suffer, incur, be put to,

pay or lay out by reason of the said party performing its obligations, under this Agreement.

IV. Development of Budgets, Contracts and Selection of Service Providers

A. Program and Administrative Budgets:

1. Waukesha County as Administrative Entity shall develop budgets for funds under WIOA, and other funding sources allocated to the WDB, to provide adequate ~~delivery of services, plan administration and oversight under WIOA. Such budget~~ documents shall include costs associated with the Administrative Entity, the WDB, the Consortium and related costs of core, intensive and training services or such other cost categories as required by funding sources.
2. Annual budgets shall be approved by the Joint Executive Committee and adopted by the WDB.
3. The CEO has final approval authority over the WDB budget.

B. Grant Recipient/Fiscal Agent Responsibilities

As Grant Recipient and Fiscal Agent, Waukesha County shall:

1. Receive and manage all federal, state or local workforce funds for the WDA.
2. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with WIOA, related regulations and state policies.
3. Respond to audit financial findings.
4. Maintain an adequate system of internal controls, including maintenance of proper accounting records and documentation, to ensure compliance.
5. Prepare necessary financial reports.
6. Maintain a process for approval of draw requests from and disburse funding to sub-recipients and vendors and provide technical assistance regarding fiscal issues.
7. Oversee and monitor the fiscal activities of the WDA, sub-recipients, service providers and contractors and shall communicate all fiscal related audit findings, including any corrective actions, to the Consortium, the WDB and sub-recipient, service provider and contractor.

C. Awarding of Contracts and Selection of Service Providers

1. Service providers shall be selected in keeping with the standards set forth by applicable laws, regulations, and procedures approved by the WDB/Consortium.
 2. For the period of this Agreement, Waukesha County as Administrative Entity shall oversee the provision of services as identified in WIOA in keeping with the budgets prepared in accordance with subsection A above.
-
3. For service providers other than specified above in C.2., Waukesha County as the Administrative Entity shall utilize a competitive bidding or RFP process as appropriate consistent with Waukesha County procurement policies and Office of Management and Budget Guidance (2 C.F.R. § 200).
 - a. Waukesha County, as Administrative Entity, shall develop and utilize approved Purchase of Service and/or Individual Training Provider List procedures for securing individual participant or employer services which are based on assessed needs secured within approved budgets.
 4. Waukesha County, as Administrative Entity, shall develop and execute such contracts or other instruments as necessary to secure desired services and provide assurance for the delivery of those services.
 5. As Administrative Entity, Waukesha County shall monitor and evaluate the effectiveness of service providers.
 6. All service provider contracts, when appropriate, shall include language providing that if their actions result in disallowed costs, the contractor shall be required to pay those costs.
 7. Prior to execution by the Administrative Entity, contracts shall be approved by the WDB, and where appropriate, the CEO.

V. Oversight

The WDB and Consortium are required to provide oversight, including review, monitoring and evaluation of the programs conducted under the Comprehensive WIOA Plan in accordance with procedures established by the WDB. As the Administrative Entity and Fiscal Agent, Waukesha County shall assist the WDB in this responsibility by:

- A. Conducting monitoring of all activities carried out under WIOA and provide such reports on activities, performance, financial transactions, financial and programmatic audits as the WDB and Consortium deem necessary to determine the integrity of funds and appropriateness and quality of services being provided under the WIOA and other related funding sources.

- B. Submitting accurate and timely financial status reports, making adjustments when necessary and assuring reporting mechanisms are uniform.
- C. Ensuring expenditures are allocated against appropriate cost categories and with cost limitations as specified in the federal and state statutes, regulations and policies.

The performance of the above obligations by Waukesha County does not absolve the Consortium, CEO or WDB of their independent oversight obligations under WIOA. WDB shall conduct such evaluation of reported monitoring and evaluation activities as needed to assure compliance with WIOA, related regulations, this Agreement and the accuracy of Waukesha County's monitoring.

The Consortium, CEO and WDB maintain the right and obligation to oversee the general progress and conduct of Waukesha County's activities as Administrative Entity, Grant Recipient and Fiscal Agent and to that end, Waukesha County agrees to submit to such audits as the Consortium and WDB may from time to time require. Waukesha County's records related to its functions under this Agreement shall be made available to the Consortium and WDB upon request. The Consortium and WDB agree that such audits and access shall only be instituted as necessary to carry out their responsibilities to ensure compliance with WIOA, related regulations and the terms of this Agreement.

VI. Operating Procedures

- A. Bylaws: The WDB and the Consortium may establish bylaws and/or operating procedures for their respective organizations which are consistent with the provisions of this or any other bilateral agreement between the affected parties. In the event that any such bylaws or procedures are found to be in conflict with the provisions of this or any other bilateral agreement(s), the provisions of this Agreement shall prevail.
- B. WDB Membership: Members of the WDB are appointed to represent the WDA as outlined in Section 107(b)(2) of WIOA. All members of the WDB shall be employed by an organization located within the WDA. Any change in employment or other status which affects the representative status of the WDB member causing the member to no longer be representative of the sector for which he or she was originally appointed may result in the Consortium declaring the member's position vacant.
- C. Cause for Removal: Any member(s) of the WDB may be removed by the WDB for cause including the following:
 - 1. For cause as defined in Section 17.001, Wisconsin Statutes.
 - 2. Failure to fulfill in timely and proper manner her/his obligations under this Agreement, or if the member shall violate any of the covenants or stipulations of this Agreement.

3. For conviction of any federal or state felony.
4. For absence from three regular meetings in any one year period without just cause.
5. For changes in status that affect representation as outlined in Section VI.B. of this Agreement.

D. Resignations and Filling of Vacancies:

1. All resignations from the WDB will be in writing addressed to the CEO and will take effect upon receipt unless another date is specified therein. Copies of the resignation will be sent to the WDB Chairperson and WDB Director by the CEO.
2. Vacancies on the WDB will be filled by appointment of qualified individuals by the CEO in accordance with the Consortium's procedures.

E. Conflict of Interest:

1. No member of the Consortium or the WDB will cast a vote on the provision of services by any organization which that member directly represents, nor shall any member vote on any matter which would provide direct financial benefit to that member or the organization he/she represents. In this Context, "vote" includes speaking in support of or informally soliciting support from other members for any motion or resolution for which a member may not directly vote.
2. No contract or other transaction authorized by the WDB or any other corporation, firm, association, or entity in which one or more of its members are directors, or officers or has a material financial interest, shall be either void or voidable because of such relationship or interest or because such member or members are present at the meeting of the WDB or a Committee thereof which authorizes, approves or ratifies such contract or transaction or because her, his or their votes are counted for such purpose, if (1) the fact of such relationship or interest is disclosed or known to the WDB or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested members, or (2) the fact of such relationship or interest is disclosed or known to the members entitled to vote and they authorize, approve, or ratify such contract or transaction by vote or written consent, or (3) the contract or transaction is fair and consistent with the area plan. Common or interested members may be counted in determining the presence of a quorum at a meeting of the WDB or a committee thereof that authorizes, approves or ratifies such contract or transaction.

3. It shall not be a conflict of interest under this Section V.I.E. (1) for Waukesha County or the other county Consortium members, either individually or collectively, to apply for, be awarded or function as the One-Stop Operator for the WDA provided that none of them develop or award the contract for One-Stop Operator services and appropriate controls are in place for oversight of the One-Stop Operator function or (2) for Waukesha County or any other county Consortium member to serve as Administrative Entity, local Grant Sub-Recipient and/or local Fiscal Agent. To the extent any party to this Agreement or its members function in the role of any one or more of local fiscal agent, WDB staff, one-stop operator or direct provider of services to the Consortium or WDB, a written agreement between that party with the WDB and/or CEO shall clarify how the organization will carry out its responsibilities while demonstrating compliance with WIOA and related regulations and policy.

F. Maintenance of Effort: To ensure maintenance of effort, no contracts to service providers shall be in violation of maintenance of effort requirements of federal laws, regulation or rules of the Department of Workforce Development or other funding source.

G. Grievance Procedure: The WDB maintains procedures for the resolution of grievances and complaints that comply with all applicable laws and regulations. These procedures include designation of a Complaints and Appeals Officer. In the event that such procedures are insufficient to resolve a disputed action, a grievance panel, consisting of two disinterested members of the WDB selected by the WDB Chairperson, and the Chairperson of the Consortium (or her/his designee) hears all such grievances filed within the WDA.

H. Voting:

1. All approvals under this Agreement require approval of a majority of the members present at a meeting of such said bodies at which a quorum of members is present, unless a vote of greater than a simple majority is called for in the bylaws of the respective body.
 2. Votes on matters requiring concurrence are conducted in accordance with each body's rules of order.
 3. At no time shall the WDB or the Consortium vote jointly as a single unit.
- I. Quorum: At minimum, a majority of the current membership of the WDB and the Consortium is required to be in attendance to constitute a quorum for purposed of conducting business by each of the respective bodies. A quorum for joint committees of the WDB and Consortium requires that a majority of appointed members from each body be in attendance.

VII. General Administrative Provisions

A. Delivery of Notices and Reports: Notices and reports required by this Agreement are deemed delivered as of the date of email or postmark if deposited in a United States mailbox, first class postage affixed, addressed to the party's address. For this provision notices shall be provided to:

1. The Consortium by delivery to the current CEO at his/her last known business address.

2. The WDB by delivery to the current WDB Chair at his/her last known address.
3. To Waukesha County as Fiscal Agent, Administrative Entity and Grant Sub-Recipient by delivery to the current Waukesha County Director of Parks and Land Use at 515 W. Moreland Blvd., Suite 220, Waukesha, WI 53188.

B. Open Meetings Required: The provisions of Subchapter V of Chapter 19, Wisconsin Statutes, regarding open meetings of governmental bodies apply to all meetings and proceedings of the WDB and the Consortium including those of formally constituted sub-units. The provisions of Section 19.96, Wisconsin Statutes specifically apply. Telephone conference meetings may be permitted if in compliance with Open Meeting Law requirements.

C. Public Records:

1. The WDB and the Consortium maintain copies of records of their activities in all major areas, including all meeting agendas and minutes for the WDB and Consortium, contracts, fiscal and management documentation. Waukesha County, as the Administrative Entity, is the custodian of the public records for the WDB and the Consortium.
2. In case of doubt, authorization for release of any public records of the WDB and the Consortium is authorized by the Chairs of the respective bodies. The WDB, the Consortium and Waukesha County each adopted policies under the public records law for the duplication and distribution of copies of public records and the charges therefore. The Administrative Entity posts the policies in its office.
3. The Consortium, the WDB, and Waukesha County shall have complete access to the records of each party related to this Agreement, except for records of closed sessions pursuant to Section 19.85, Wisconsin Statutes, and this Agreement wherein persons not members of that body may be excluded.

4. The WDB and the Consortium shall provide access to all agendas, minutes and documents related to the activities of each respective party to this Agreement to the membership of each other body by such means as deemed acceptable to the membership of that body.
- D. Non-Exclusion of Members: The WDB and the Consortium shall not exclude members of any party to this agreement from meeting in closed session pursuant to Section 19.85, Wisconsin Statutes when the matter under discussion concerns programs, plans, budgets, or staff under this Agreement.
-
- E. Nondiscrimination: During the term of this Agreement, the WDB, the Consortium and Waukesha County, agree not to discriminate against any person, whether a recipient for services (actual or potential), an employee, or an applicant for employment on the basis of factors prohibited by federal or state law, including Section 167 of WIOA and Section 111.31, Wisconsin Statutes. The aforementioned agree to post in conspicuous places, available to all employees and applicants for employment and all recipients of services, actual or potential, notices setting forth the provisions of this Agreement as they relate to nondiscrimination. The aforementioned shall, in all solicitations for employment placed on their behalf, state that the aforementioned are “Equal Opportunity Employers.”
- F. Amendment of Agreement: Any party may propose amendments to this Agreement at any time. Requests for amendment will be authorized in accordance with the bylaws of the body initiating the request. Parties to the Agreement are not required to act on any amendment unless a written copy has been emailed or mailed to the members of the body at least 10 days prior to consideration. Proposed amendments approved in accordance with the above shall be emailed or mailed to the other parties and are acted upon by that party within 30 days following receipt.
- G. Assignment or Transfer: Neither the WDB, the Consortium or Waukesha County will assign or transfer any interest or obligation in this Agreement without prior written consent, except that the Consortium consents to the assignment of this Agreement to the WDB’s successors which shall be bound in all respects as is the WDB unless specifically relieved by the Consortium.
- H. Wisconsin Law Controlling: It is expressly understood and agreed to by the parties hereto that, in the event of any disagreement or controversy between the parties, Wisconsin Law shall be controlling to the extent that there is not superceding federal law applicable.
- I. Construction: Should any part, clause, paragraph, or sentence of this Agreement be construed by a court of competent jurisdiction to be in violation of any federal or state law, rule or regulation, the remainder of the Agreement will remain in full force and effect unless amended in accord with the article.
- J. Signatory Powers: Except as provided below, the Chair of the WDB or in his/her absence or disability, the Vice Chair, the CEO on behalf of the Consortium, and the Director of the Department of Parks and Land Use or his designee on behalf of Waukesha County

shall be the signatories when authorized to execute any documents on behalf of said bodies by formal action thereof.

K. When authorized by the Director of the Waukesha County Department of Parks and Land use, the WDB Director is authorized to sign any and all documents needed for the efficient administrative operation of the Workforce Development Area, Administrative Entity, Grant Recipient and Fiscal Agent, except those expressly requiring the signature of the Consortium or WDB Chairs.

~~L. Entire Agreement: The entire agreement of the parties is contained herein, and this Agreement supercedes any and all prior written or oral agreements and negotiations between the parties relating to the subject matter hereof. Previous agreements are hereby rescinded.~~

VIII. Term

A. This Agreement is effective as of October 1, 2018 through September 30, 2025 unless terminated earlier in accordance with the provisions of this Agreement.

B. This Agreement may be terminated:

1. By any party if:

- a. The Consortium elects to change the Administrative or Fiscal Agent.
- b. There is a replacement of any of the three Consortium members.

2. By Waukesha County if:

- a. WIOA grant funds available to pay for the administrative functions performed by Waukesha County pursuant to this Agreement are insufficient to pay for those functions and Consortium member counties cannot agree on the provision of additional funding to cover the shortfall.

C. If this Agreement is not terminated or modified with the election of a new CEO, within 120 days of when the new CEO begins office, the WDB must ensure the new CEO submits to the WDB a written statement acknowledging that he/she:

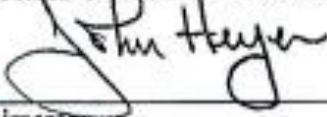
1. Has read, understands and will comply with the current Agreement, and
2. Reserves the option to request negotiations to amend this Agreement at any time during the CEO's tenure.

IX. Ratification of Agreement

This Agreement requires the approval of the WDB and the Consortium by a majority vote of its members present at a meeting of each body, authorizing the execution of the Agreement. Each signatory certifies that he/she has the legal authority of the governing body of the parties to enter into this Agreement, and the parties jointly and separately accept the responsibility for the operation of programs under the WIOA.

The duly authorized signatories for the Waukesha-Ozaukee-Washington Wisconsin Counties Consortium, the Waukesha-Ozaukee-Washington Workforce Development Board, and Waukesha County have executed this Agreement as of the 1st of October 2018.

WAUKESHA-OZAUKEE-WASHINGTON WORKFORCE DEVELOPMENT BOARD

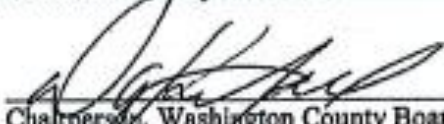

By: Chairperson

10/17/18
Date

WAUKESHA-OZAUKEE-WASHINGTON WISCONSIN COUNTIES CONSORTIUM


Waukesha County Executive

10/25/18
Date


Chairperson, Washington County Board

9-28-18
Date


Chairperson, Ozaukee County Board

10/17/18
Date

WAUKESHA COUNTY, AS ADMINISTRATIVE ENTITY, LOCAL GRANT SUB-RECIPIENT AND LOCAL FISCAL AGENT


Name: Laura Gotherman
Title: WDB Director

10/17/18
Date

ATTACHMENT H - CEO Consortium Agreement

CONSORTIUM AGREEMENT
of the
WAUKESHA-OZAUKEE-WASHINGTON WISCONSIN COUNTIES CONSORTIUM
under the
WORKFORCE INNOVATION AND OPPORTUNITY ACT (P.L. 113-128)

THIS AGREEMENT, made and entered into as of the 1st day of October, 2018 by and between the counties of Waukesha, Ozaukee, and Washington in the State of Wisconsin (hereinafter, the “Counties”) and supersedes and replaces any and all prior consortium agreements or charters between or among the Counties related to the implementation of the Workforce Investment Act and/or its successor the Workforce Innovation and Opportunity Act within the three-county area:

WHEREAS, when a local area includes more than one unit of general local government, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials: in the appointment of the members of the local board from the individuals nominated or recommended to be such members in accordance with the criteria in the Workforce Innovation and Opportunity Act (29 U.S.C. Chapter 32); in carrying out any other responsibilities as described in subchapter II of 29 U.S.C. Chapter 32; and in the duties included in Appendix A hereto; and

WHEREAS, the County Board of Supervisors of each of the aforementioned Counties did previously adopt resolutions authorizing the County Board Chairperson to sign a charter creating the Waukesha-Ozaukee-Washington Wisconsin Counties Consortium under section 66.30 [now 66.0301], Wisconsin Statutes, in order to administer the provisions of Public Law 105-220, the federal Workforce Investment Act; and

WHEREAS, the Workforce Investment Act was amended by Congress and reauthorized as the Workforce Innovation and Opportunity Act (“WIOA”) on July 22, 2014 (Public Law 113-128; 29 U.S.C. §3101 et. seq.); and

WHEREAS, in light of the implementation of the WIOA, in 2015 the Counties each executed that certain LEO Consortium Agreement Modification of the Waukesha-Ozaukee-Washington Counties Consortium under the Workforce Innovation and Opportunity Act (P.L. 113-128); and

WHEREAS, the Counties now deem it appropriate and advisable to revise and update their charter in the form of this Consortium Agreement; and

WHEREAS, the County Board of Supervisors of each of the aforementioned Counties has adopted a resolution authorizing the County Board Chairperson or County Executive to sign this “Consortium Agreement of the Waukesha-Ozaukee-Washington Wisconsin Counties Consortium under the Workforce Innovation and Opportunity Act (P.L. 113-128)” (hereinafter, the “Consortium Agreement”) to operate as the Consortium’s new/revised charter.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which each party acknowledges, the Counties do hereby agree to the following:

AGREEMENT

SECTION 1: That the Counties of Waukesha-Ozaukee-Washington, under the authority granted by Section 66.0301, Wisconsin Statutes, do hereby constitute themselves to be a consortium for the purposes of jointly implementing and exercising their powers and duties under the Workforce Innovation and Opportunity Act of 2014, 29 U.S.C. Chapter 32; Public Law 113-128 (the "WIOA").

SECTION 2: The Chairpersons of the County Boards of Supervisors for Ozaukee and Washington Counties and the County Executive of Waukesha County (each a "Local Elected Official") or their designees shall constitute the Workforce Development Area Consortium of Commissioners (hereinafter, the "Consortium") which shall appoint the Workforce Development Board ("Board") pursuant to 29 U.S.C. §§ 3122(b) and 3122(c)(1)(B) (WIOA Sections 107(b) and (c)(1)(B)).

SECTION 3: The Consortium shall elect from its membership a Chairperson, a Vice Chairperson and such other officers as may be provided in the by-laws. Vacancies shall be filled by election for the remainder of the unexpired term. The Chairperson shall appoint a staff person of one of the Consortium member counties or the administrative entity to serve as board clerk.

SECTION 4: The Consortium shall name a Chief Elected Official ("CEO") from its membership. This person shall have signatory authority and authority to speak for the Consortium in all matters regarding the WIOA, and shall perform the duties identified in Appendix A. The term of this designation shall be for the entirety of the selected Local Elected Official's term in office.

SECTION 5: Roberts Rules of Order, Newly Revised, shall govern the procedures of the Consortium insofar as they do not conflict with applicable law or administrative rules or by-laws duly adopted by the Consortium.

SECTION 6: The Consortium may adopt operational and procedural by-laws consistent with this Consortium Agreement, applicable federal and state laws, and rules or regulations pursuant thereto, including by-laws with respect to the procedure for selection of Workforce Development Board members. By-laws or amendments thereto may be adopted by the affirmative vote of 2/3 of the entire membership of the Consortium at any regular meeting called for that purpose, provided that written copies thereof are delivered to each member 15 days prior to consideration.

SECTION 7: The Consortium shall appoint the Workforce Development Board of the area, in accordance with the requirements of 29 U.S.C. §§ 3122(b) and 3122(c)(1)(B)

(WIOA Sections 107(b) and (c)(1)(B)) and applicable rules thereunder, and consistent with any procedures set forth in Appendix A or any by-laws that may be adopted by the Consortium. When a vacancy occurs on the Board in a position representing a particular county, the Local Elected Official for that county shall be entitled to select the qualified replacement member and the CEO shall facilitate appointment of that member to the Board.

SECTION 8: The Consortium shall execute an agreement with the Workforce Development Board requiring the performance of the functions of a “local board” under 29 U.S.C. § 3122(d) (WIOA Section 107(d)), and shall in partnership with the Workforce Development Board, develop and submit Local Plans to the Governor that meet the requirements of 29 U.S.C. § 3123 (WIOA Section 108).

SECTION 9: The Consortium shall perform all functions for “chief elected officials” as contained in the WIOA.

SECTION 10: The Consortium serves as the local grant recipient for and is liable for any misuse of the grant funds allocated to the local area under 29 U.S.C. § 3122(d)(12)(B)(i)(I) and (II) (WIOA Section 107(d)(12)(B)(i)(I) and (II)). The Consortium shall require any administrative entity, local grant sub-recipient and local fiscal agent to provide reasonable protection against liability claims by: requiring directors and officers be covered by insurance; ensuring that the administrative entity maintains appropriate internal controls over the use of grant funds; utilizing language in subcontracts regarding disallowed costs; and conducting routine annual independent audits.

SECTION 11: In the case of any misuse of grant funds allocated to the local area, the Consortium agrees, in accordance with 20 C.F.R. § 683.710(b)(2), to allocate liability as follows: Liability will be determined based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds. For example, if WIOA funds are misused only by the employee(s) or subcontractor(s) of one member of the Consortium, then only that county shall be held liable for the repayment of the misused funds. If more than one Consortium member is involved, then the respective counties will attempt to reach an agreement as to relative liabilities based upon the facts of the situation. If the counties are unable to reach agreement, then the Wisconsin Department of Workforce Development shall make the determination as to respective liabilities.

SECTION 12: This Consortium Agreement shall be effective when executed by the Local Elected Official of each county, following approval and authorization by each respective County Board of Supervisors thereof, and shall thereupon act to repeal and supersede any and all prior written or oral consortium agreements.

SECTION 13: Amendments to this Consortium Agreement may be adopted with the concurrence of the Board of Supervisors of each county party hereto. The Consortium may be dissolved and this agreement may be rescinded only with the consent of all the Boards of Supervisors of each county party hereto and the Governor.

IN WITNESS WHEREOF, the parties hereto have caused this Consortium Agreement to be executed by their respective Local Elected Official.

WAUKESHA COUNTY

Done this 23 day of October, 2018.

In the City of Waukesha, WI.

By: [Signature]

ATTEST: [Signature]

Commission Expires: March 15, 2019

OZAUKEE COUNTY

Done this 17 day of October, 2018.

In the City of Port Washington, WI.

By: [Signature]

ATTEST: [Signature]

Commission Expires: 10/15/2022



WASHINGTON COUNTY

Done this 28 day of September, 2018.

In the City of West Bend, WI.

By: [Signature]

ATTEST: [Signature]

Commission Expires: 7/17/22



APPENDIX A
Chief Elected Official (“CEO”) Powers and Responsibilities

A. Designation and membership of the local area board

1. The CEO is required to submit a request for initial designation of a workforce development area and consult with the Governor on the initial designation or redesignation of the workforce development area. (29 U.S.C. §§ 3121(b)(2) and 3121(b)(1)(A)(ii); WIOA Section 106(b)(1)(A)(ii) and (b)(2)).

2. In accordance with the requirements established by the Governor, the criteria established under 29 U.S.C. § 3122(b), and the Consortium Agreement, the CEO shall facilitate appointments of the members of the local board from the individuals nominated or recommended to be such members. (29 U.S.C. § 3122(c)(1)(B); WIOA Section 107(c)(1)(B)(i)(I)).

B. Local and regional planning

1. Work with the local board to develop and submit to the Governor a comprehensive 4-year local plan that is consistent with the State plan and meets the requirements of 29 U.S.C. § 3123. (29 U.S.C. §§ 3122(d)(1) and 3123; WIOA Sections 107(d)(1) and 108).
2. Consult with the State to identify regions, consistent with the considerations described in 29 U.S.C. §§ 3121(a)(1) and (b)(1)(B). (WIOA Sections 106(a)(1) and (b)(1)(B)).
3. Engage in a regional planning process and prepare, submit, and obtain approval of a single regional plan consistent with the requirements in 29 U.S.C. § 3121(c). (WIOA Section 106(c)).

C. Budget and grant administration responsibilities

1. Use funds available as described in section 29 U.S.C. § 3163(b)(4) (WIOA Section 128(b)(4)) and use non-federal funds available to the local area that the CEO and local board determine are appropriate and available for that use. (29 U.S.C. § 3131(b); WIOA Section 111(b)).
2. Review and approve of the local board’s budget for the activities of the local board. (29 U.S.C. § 3122(d)(12)(A); WIOA Section 107(d)(12)(A)).
3. Serve as a local grant recipient, or designate an entity to serve as the local grant sub-recipient or a local fiscal agent. (29 U.S.C. § 3122(d)(12)(B); WIOA Section 107(d)(12)(B)).
4. In cooperation with the local board, the CEO as local grant recipient (or the local grant sub-recipient designated by the CEO) shall disburse funds for WIOA activities at the direction of the local board pursuant to the requirements of 29 U.S.C. Chapter 32,

subchapter II. (29 U.S.C. § 3122(d)(12)(B)(i)(III); WIOA Section 107(d)(12)(B)(i)(III).

D. Program oversight

1. Work with the local board to conduct oversight with respect to local programs of youth activities authorized under 29 U.S.C. § 3164(c) (WIOA Section 129(c)), local employment and training activities authorized under 29 U.S.C. § 3174(c) and (d) (WIOA Section 134(c)), and the one-stop delivery system in the local area under 29 U.S.C. § 3151 (WIOA Section 121); ensure the appropriate use and management of the WIOA funds provided for these activities and one-stop delivery system; and for workforce development activities, ensure the appropriate use, management, and investment of funds to maximize performance outcomes under section 29 U.S.C. § 3141 and 3122(d)(8) (WIOA Sections 116 and 107(d)(8)).
2. Consistent with 29 U.S.C. § 3151(d) (WIOA Section 121(d)), in cooperation with the local board, competitively designate or certify One-Stop Operators, as described in 29 U.S.C. § 3151(d)(2) (WIOA Section 121(d)(2)) or terminate for cause the eligibility of such operators. (29 U.S.C. § 3122(d)(10)(A); WIOA Section 107(d)(10)(A)).
3. Review and approve a memorandum of understanding (MOU) between the local board and the One-Stop partners, relating to the operation of the One-Stop delivery system in the local area, consistent with the requirements in 29 U.S.C. § 3151(c)(1) and (2) (WIOA Sections 121(c)(1) and (2)).
4. In agreement with the local board, conduct oversight of the One-Stop delivery system (29 U.S.C. § 3151(a)(3); WIOA Section 121(a)(3)) and consult with the State as it establishes objective criteria and procedures used to evaluate the operation of the One-Stop center as described in 29 U.S.C. § 3151(g) (WIOA Section 121(g)).
5. Consult with the local board, the One-Stop Operator, and the One-Stop partners regarding funding of the One-Stop infrastructure as described in 29 U.S.C. § 3151(h) (WIOA Section 121(h)).
6. Consult with the Governor as he or she establishes guidance for infrastructure One-Stop funding (29 U.S.C. § 3151(h)(1)(B); WIOA Section 121(h)(1)(B)) and determines funding as described in 29 U.S.C. § 3151(h)(2)(C) (WIOA Section 121(h)(2)(C)).
7. Consult with the Governor as he or she determines funding allocation for youth activities and statewide workforce investment activities under 29 U.S.C. §§ 3162(b)(1)(C) and 3163(b) (WIOA Sections 127(b)(1)(C) and 128(b)).
8. Consult with the Governor as he or she determines funding allocation for adult employment and training activities and statewide workforce investment activities under 29 U.S.C. §§ 3172(b)(1)(B) and 3173(b) (WIOA Sections 132(b)(1)(B) and 133(b)).

E. Performance measurements

1. Work with the local board and the Governor to negotiate and reach agreement on local performance measures. (29 U.S.C. § 3122(d)(9); WIOA Section 107(d)(9)).
 2. Determine whether to appeal a gubernatorial reorganization determination made under 29 U.S.C. § 3141(g)(2)(A) to the Governor under 29 U.S.C. § 3141(g)(2)(B)(i) and to the Secretary of the U.S. Department of Labor under 29 U.S.C. § 3141(g)(2)(B)(ii). (WIOA Section 116(g)(2)).
-

ATTACHMENT I - WDB/Fiscal Agent Agreement

This information is found in the WDB/ CEO Agreement found as Attachment G.

ATTACHMENT J - Fiscal Agent Contract

This information is found in the WDB/ CEO Agreement found as Attachment G.

ATTACHMENT K- Employee Health and Welfare Cost Policy



Waukesha County
2018 Employee Benefits Summary – Exempt

This summary is intended to provide a general description of the employee benefit package available at Waukesha County. It should not be considered a complete source of information. The plan documents and Waukesha County Administrative Policies and Procedures Manual are available for review on the County Intranet after hire.

To assist in making informed choices, an overview of benefits is provided during New Employee Orientation.

Health Insurance

High Deductible Health Plan with Health Savings Account (HSA). Rates effective 01/01/18 for the 2018 calendar year:

<u>In-Network – Single Coverage</u>	<u>In-Network – Family Coverage</u>
\$1,900 deductible + \$1,150 coinsurance	\$3,800 deductible + \$2,300 coinsurance
Total out-of-pocket max: \$3,050	Total out-of-pocket max: \$6,100.

<u>High Deductible Health Plan with HSA</u>		
2018 Premium Cost Sharing	Employee pays 15% premium share regardless of participation in HRA*	
	<u>Single</u>	<u>Family</u>
Monthly Premium	\$554	\$1,497
County Share	<u>\$471</u>	<u>\$1,272</u>
Employee Share	\$83	\$225

* Health Risk Assessment Program - Health Survey, Biometric Screen, and Health Coach Review for 4+ risk factors

	Single	Family
0 HRAs Completed	\$500	\$500
1 HRA Completed (EE or Spouse)	\$1,125	\$1,500
2 HRAs Completed (EE and Spouse)	N/A	\$2,250

Annual Employer contribution amounts are prorated based on coverage start date

Coverage begins on the first day of the month following sixty (60) days of employment (not to exceed 90 days). However, newly hired or eligible FLSA-exempt employees may have the waiting period for health coverage waived providing that no double coverage exists. Requests will be reviewed, and approved or denied, on a case-by-case basis.

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WAUKESHA COUNTY 2018 EMPLOYEE BENEFITS SUMMARY – NON-EXEMPT
 Page 2 of 5

Waukesha Employee Health & Wellness Center

Employees of Waukesha County and their dependents (ages 2+) who are enrolled in health insurance have access to an onsite medical clinic operated by Healthstat. The clinic is located at 615 W. Moreland Blvd in Waukesha. Patient confidentiality is of the utmost importance as all staff are employees of Healthstat. Providers of the clinic include a Board-Certified Physician, three Physician Assistants, two Physical Therapists, and two Health Coaches.

The clinic is open Monday - Saturday and has early morning to evening appointment times. Patients should be able to schedule same day or next day appointments for service. Services available include: health coaching, preventative/wellness care, non-preventative (illness/injury visits), immunizations, lab work, disease management, physical therapy, medication dispensing, and work related injuries.

<u>Office Visit Fees</u>	<u>Cost</u>
Preventative Care	Free
Non-Preventative Care	\$30.00 per visit
Physical Therapy	\$25.00 per visit
Medication	\$2.00 per package
Medication Refill Appointments	No Cost
Health Coaching	No Cost

Office visit and medication fees are applied towards health plan deductible and out-of-pocket maximums.

Health Care Flexible Spending Account

This plan allows you to make pre-tax payroll contributions to use for the reimbursement of qualified out-of-pocket medical expenses. The 2018 contribution limit is \$2,650. This benefit is not available for employees enrolled in the High Deductible Health Plan.

Dependent Care Flexible Spending Account

This plan allows you to pay your dependent care expenses on a pre-tax basis. The IRS allows you to deduct up to \$5000 per year from your paycheck for child and/or elder care.

Dental Insurance

Waukesha County offers you a choice of two dental insurance plans, a PPO plan, and an HMO plan. Coverage begins on the first of the month following six months of employment.

Regular Full-Time Employees

2018 Rates	<u>Delta Dental</u>		<u>Dentacare</u>	
	<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>
Total Monthly Premium County	\$29.80	\$103.61	\$57.61	\$174.03
County Contribution	\$26.82	\$93.25	\$26.82	\$93.25
Employee Contribution	\$2.98	\$10.36	\$30.79	\$80.78

WAUKESHA COUNTY 2018 EMPLOYEE BENEFITS SUMMARY – NON-EXEMPT
 Page 3 of 5

Vision Insurance

Waukesha County and employees share the cost of this plan – each will pay 50% of the applicable premium.

<u>2018 Rates</u>	<u>Single</u>	<u>Employee + 1</u>	<u>Family</u>
Total Monthly Premium	\$7.66	\$13.00	\$19.50
County Contribution	\$3.83	\$6.50	\$9.75
Employee Contribution	\$3.83	\$6.50	\$9.75

Premium Option Plan

Employees are automatically enrolled in this pre-tax option. This plan allows you to pay your share of the health, dental, and vision insurance premiums on a pre-tax basis. This means you pay less state, federal, and FICA taxes, thus saving you money. You can elect to pay on a post-tax basis if you prefer.

Vacation

Waukesha County’s vacation plan allows you time off with pay during your first calendar year of employment. You may earn and use eight (8) hours of vacation for each month worked up to a maximum of eighty (80) hours. You will receive eighty (80) hours of vacation for use in your second calendar year and one hundred twenty (120) hours for use in your third calendar year.

The Salaried Vacation Plan schedule follows:

<u>Calendar Year</u>	<u>Vacation</u>
During 1 st year	Use up to eighty (80) hours
During 2 nd year	Eighty (80) hours
During 3 rd year	One hundred twenty (120) hours
During 10 th year	One hundred sixty (160) hours
During 17 th year	Two hundred (200) hours

Holidays

Employees are eligible for eleven (11) paid holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year’s Eve Day, and Two (2) Floating Holidays that are earned on February 1 and June 1 each year.

Sick Leave

The Sick Leave plan is designed to provide you with salary continuation in the event of personal injury or illness. Regular full-time employees are credited with ninety six (96) hours of sick leave immediately upon employment. Thereafter, sick leave is earned at the rate of eight (8) hours for each month of work up to a maximum of nine hundred sixty (960) hours.

WAUKESHA COUNTY 2018 EMPLOYEE BENEFITS SUMMARY – NON-EXEMPT
Page 4 of 5

Long-Term Disability

Waukesha County pays the full premium on employee's behalf for this benefit. The long-term disability insurance plan provides for a monthly income in the event of a disabling injury or illness, which renders you incapable of performing your job. Long-term disability insurance benefits begin following a 120-day waiting period for non-occupational injuries or illness. For occupational injuries or illnesses, benefits begin after 365 days.

Life Insurance

Waukesha County pays the full premium cost on your behalf. You will be covered by a group life insurance plan after six (6) months of employment. You will be insured for an amount equal to two (2) times your prior year gross wages rounded to the next higher thousand dollars. In addition, you are insured for Accidental Death and Dismemberment benefits.

Dependent Life Insurance

You may choose to elect dependent life insurance for your spouse and/or eligible dependents. Dependent life insurance provides \$10,000 life insurance for your spouse and \$5,000 life insurance for each eligible dependent. Employees pay the full premium cost for dependent life insurance. Late enrollments for a spouse will be subject to evidence of insurability.

Wisconsin Retirement System - Pension Plan

As a full-time employee, you will automatically be enrolled in the Wisconsin Retirement System. This pension is administered by the State of Wisconsin Department of Employee Trust Funds. You will be required to pay the employee's share of contributions to the fund, while Waukesha County contributes the employer's share. Employees are vested in their portion of contributions immediately and after five years of creditable service for the employer contribution.

Deferred Compensation

Waukesha County offers access to a 457 Deferred Compensation program that allows you to save and invest for retirement through payroll deduction. This completely employee funded. Participation is voluntary and employees can enroll at any time. Employees may contribute on a pre-tax or Roth basis.

Payroll Roth IRA

Waukesha County offers access to a Roth IRA that allows you to save and invest for retirement through payroll deduction. This completely employee funded. Participation is voluntary and employees can enroll at any time.

Retirement Health Savings (RHS) Plan

This is a benefit funded by Waukesha County. Waukesha County will contribute up to \$550 per year into an employee's RHS account. Funds are available to the participant following separation of employment and can be used for reimbursement of qualified medical expenses or qualified insurance premium payments that occur post-employment.

WAUKESHA COUNTY 2018 EMPLOYEE BENEFITS SUMMARY – NON-EXEMPT
Page 5 of 5

Social Security

During your working years, you regularly contribute a certain percentage of your income toward Social Security. Waukesha County matches your contribution, dollar for dollar.

Electronic Direct Deposit Program

Employees will be required to have their paychecks electronically deposited into the financial institution and account of their choice. Participants will receive a statement of earnings each payday as opposed to a payroll check.

Worker's Compensation

As an employee of Waukesha County, you are protected under the Worker's Compensation Act which provides for hospital, medical, surgical care, and income loss payments for work-related injuries and illnesses.

Jury Duty & Witness Service

In the event you are subpoenaed for jury duty or subpoenaed to serve as a witness in connection with an incident occurring while at work, you will be eligible for paid leave.

Funeral Leave

In the event of a death in your immediate family, you will be allowed up to twenty-four (24) hours of leave with pay to attend the funeral. Regular part-time employees are allowed up to twelve (12) hours of leave, with pay to attend the funeral.

Employee Assistance Program

Waukesha County offers access to a free confidential Employee Assistance Program for all employees and members of their household. The program provides a helping hand with such problems as stress, family & relationship concerns, alcohol or drug dependency, workplace conflicts, work life balance, depression and anxiety, parenting concerns, grief or loss, crisis situations, child or elder care resources, and convenience resources. If needed, participants are allowed up to eight telephonic or face-to-face counseling sessions per incident at no charge.

Tuition Assistance Program

Regular full-time and regular part-time employees who have passed a 6-month employment period are eligible for this program. The County will reimburse 75% of eligible educational costs up to \$400 per semester (up to \$800 per calendar year). Courses must be job-related and of direct benefit to the County or in a designated program in order to qualify.

ATTACHMENT L - Incentive Compensation Policy

Chapter 1 – Human Resources		
Issued: Revised: January 2018	SALARY ADMINISTRATION	Section 2500

2530 PAY FOR PERFORMANCE SYSTEM

Employees in certain classifications have their compensation tied to their performance.

2530.1 Step Salary Ranges

Step salary ranges in the Pay for Performance System contain 15 steps. Employees in these ranges are eligible for merit increases following twelve (12) months of work in each step. In order to receive a merit increase, these employees must be rated at least "Effective" on their performance evaluation.

Employees who are at the maximum of their salary range will be eligible for a one-time, non-base accumulating performance award of up to 3% of base pay on an annual basis providing the employee was rated as "Commendable" or "Exceptional" on their performance evaluation. Employees reaching the maximum of their salary range in the previous calendar year or in the 1st quarter of the current year are eligible for this award at the end of the current year.

2530.2 Open Salary Ranges

Salary ranges for these employees do not have steps. These ranges have a minimum rate, midpoint (or market) rate, and a maximum rate. Employees who are rated less than "Effective" on their performance evaluation will not receive the full across-the-board increase but may receive a portion of it. Employees who are rated as at least an "Effective" on their performance evaluation will receive the full across-the-board increase granted for that year. In addition, employees who are rated as "Commendable" or "Exceptional" on their performance evaluation may receive merit increases as follows:

- A. An employee whose salary is below the market rate may receive:
 - 0% - 2% of salary added to base AND/OR
 - 0% - 2% of salary as a one-time, non-base accumulating performance award

- B. An employee whose salary is at or above the market rate may receive:
 - 0% - 1% of salary added to base AND/OR
 - 0% - 3% of salary as a one-time, non-base accumulating performance award

- C. An employee whose salary is at the maximum of the range may receive:
 - 0% - 3% of salary as a one-time, non-base accumulating performance award

- D. Employees in their first year of employment will be eligible for the merit increases outlined above on a prorated basis as follows:
 - 100% if hired in the 1st calendar quarter
 - 75% if hired in the 2nd calendar quarter
 - 50% if hired in the 3rd calendar quarter

Employees hired in the 4th calendar quarter will be eligible for these increases following the 2nd year of employment.

- E. Base and non-base awards are granted effective the pay period closest to Jan 1 of the year. Department heads submit recommended increases to the Human Resources Division for review and approval by the County Executive. Each year the Human Resources Division will provide information to the departments on how and when to submit these recommendations. These performance awards are available to eligible employees who have worked into December of the appropriate calendar year.

- F. Additional Salary Adjustment or Base Increase
 - a. Employees in the Open Salary Range System may be eligible for a salary adjustment or base increase during the calendar year on an exception basis. In order for the salary adjustment or base increase to be granted, one or more of the following criteria must be met and is subject to review and approval of Human Resources prior to the awarding of the increase.
 - i. The employee must achieve an Exceptional performance rating as evidenced by a detailed performance evaluation and justification.
 - ii. The need to retain an employee critical to department operations.
 - iii. The need to maintain internal equity with others in the same classification.

ATTACHMENT M - WDB Membership List

WOW Workforce Development Board and Committee Membership	WOW Workforce Development Board	Strategic Initiatives Committee	Talent & Business Services Committee	Joint Executive Committee	Executive Committee (Ad Hoc)
Baerwald, Bonnie; President; Moraine Park Technical College	✓	✓			
Bloor, John; Executive Director; The Threshold Inc.	✓		✓ Vice Chair		
Bonaparte, Wilma; Vice President; Milwaukee Area Technical College - Mequon Campus	✓		✓		
Butt, Nate: Production Support Dept. Manager; Quad Graphics	✓		✓		
Decker, Paul; Board Chair; Waukesha County				✓	
Diess, Kris; Supervisor; Washington County				✓	
Geason-Bauer, Lisa; President; Evolution Marketing LLC	✓	✓ Vice Chair			
Heyer, John; President; Kettle Moraine Coatings	✓ Chair	✓		✓	
Hostad, Tom; Executive Director; Hartford Area Development Corporation	✓	✓ Chair			
Jessel, Robert; Adjudication Manager; DWD Unemployment Insurance	✓	✓			
Kostroski, Grace; President; Allium IT	✓	✓			
Krause, John; AFL-CIO Representative; DALU Local #24111	✓	✓			
Krell, Deanna; WDA 3 Director; DWD Division of Vocational Rehabilitation	✓		✓		
Kriefall, Donald; Board Chair; Washington County				✓	
Lane, Kim; Director of Operations; Azura Memory Care					

WOW WORKFORCE DEVELOPMENT BOARD – WIOA LOCAL PLAN 2016-2020: Modification #1

McGee, Laneice; District Director; DWD Job Service	✓	✓			
Melotik, Paul; Supervisor; Ozaukee County				✓	
Oakes, Richard; Account Executive; Presidio	✓	✓			
Pupp, Ron; Adolescent & Family Services Division Manager; Waukesha County Department of Health & Human Services		✓			
Rettler, Pete; Dean, West Bend Campus; Moraine Park Technical College			✓		
Robertson, Antwayne; Director; Waukesha County Department of Health & Human Services	✓		✓		
Schicker, Dawn; VP of Human Resources; ContinuumHR	✓ Vice Chair		✓	✓	
Schilling, Kathleen; Executive Director; Ozaukee Economic Development	✓	✓			
Schlenvogt, Lee; Board Chair; Ozaukee County				✓	
Schmidt, Kurt; AFL-CIO Representative; Waukesha County Labor Council	✓		✓ Chair		
Shaver, Dale; Director; Waukesha County Department of Parks & Land Use		✓			
Stemo, Angela; Vice President of Global Human Capital; HUSCO International	✓		✓		
Weber, Deb; Director of Career Connections; Waukesha County Technical College					
Whittow, Steve; Supervisor; Waukesha County				✓	
Witkowski, Carole; Vice President of Human Resources; Batteries Plus Bulbs	✓		✓		

WOW WORKFORCE DEVELOPMENT BOARD – WIOA LOCAL PLAN 2016-2020: Modification #1

Vacant (<i>Currently being refilled</i>)	✓	✓			
Vacant (<i>Currently being refilled</i>)	✓		✓		
Vacant (<i>Currently being refilled</i>)	✓		✓		
Vacant (<i>Currently being refilled</i>)	✓		✓		

ATTACHMENT N - Conflict of Interest Policy

The Conflict of Interest Statement is found in the WDB By-Laws:

4.2 CONFLICT OF INTEREST: No member of the Board shall cast a vote on the provision of services by that member (or any organization which that member directly represents) or vote on any matter which would provide direct financial benefit to that member.

A member of a local Board may not:

1. Vote on a matter under consideration by the local Board
 - a. Regarding the provision of services by such member – or by an entity that such member represents; or
 - b. That would provide direct financial benefit to such member or the immediate family of such member; or
2. Engage in any other activity determined by the governor to constitute a conflict of interest as specified in the State Plan.

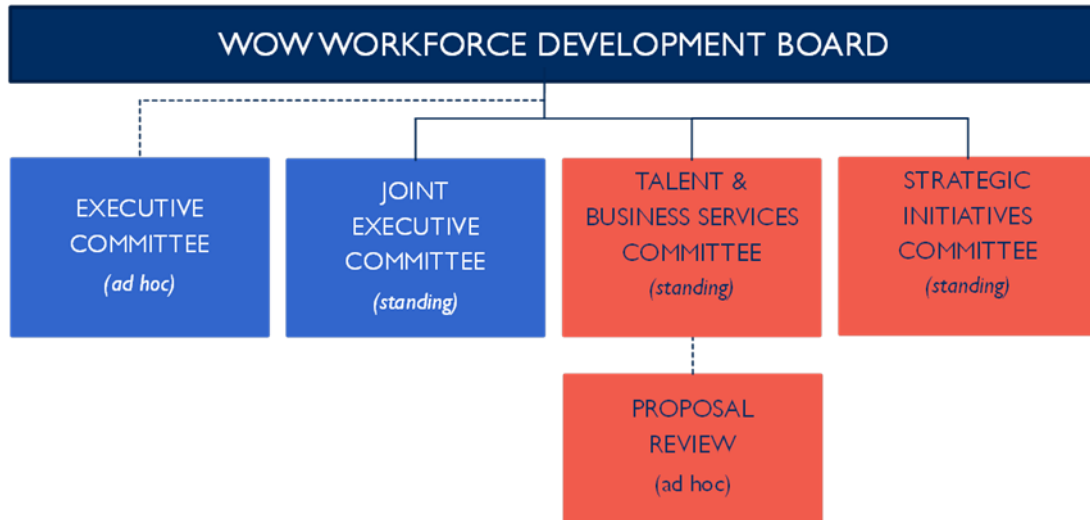
6.7 CONFLICT OF INTEREST: The two categories of committees, standing and ad-hoc, shall take no independent action contrary to the policies previously established by the WDB. In the event a WDB Member is also a Service Provider, they must notify the Chairperson of the committee in advance of any specific issue where conflict of interest involving that Service Provider, whether perceived or actual, exists.

Each such conflict of interest must be declared by the Service Provider WDB member prior to any discussion and/or official action taken. The conflict of interest action by the Committee Member shall be recorded in the official Minutes of that committee stating that the member must abstain from taking action.

ATTACHMENT O - WDB (and subcommittee) Meeting Schedule and Organizational Diagram

Fiscal Year 2018 - 2019 WOW Workforce Development Board & Committee Meeting Schedule

Date & Time	Meeting	Location
September 21, 2018 11:00 A.M. – 1:00 P.M.	WOW Workforce Development Board Annual Meeting	Davians Banquet and Conference Center N56W16300 Silver Spring Drive, Menomonee Falls, WI 53051
October 11, 2018 8:00 A.M. – 9:30 A.M.	Strategic Initiatives Committee	Waukesha County Workforce Development Center, 892 Main Street, Pewaukee, WI 53072
November 8, 2018 8:00 A.M. – 9:30 A.M.	Talent & Business Services Committee	Waukesha County Business Alliance, 2717 N Grandview Blvd, Suite 300, Waukesha, WI 53188
December 6, 2018 8:00 A.M. – 9:30 A.M.	Workforce Development Board	Milwaukee Area Technical College – Mequon Campus, 5555 W. Highland Road, Mequon, WI 53092
January 24, 2019 8:00 A.M. – 9:30 A.M.	Strategic Initiatives Committee	Moraine Park Technical College, 2200 Green Tree Road, West Bend, WI 53090
February 14, 2019 8:00 A.M. – 9:30 A.M.	Talent & Business Services Committee	Milwaukee Area Technical College – Mequon Campus, 5555 W. Highland Road, Mequon, WI 53092
March 14, 2019 8:00 A.M. – 9:30 A.M.	Workforce Development Board	Moraine Park Technical College, 2200 Green Tree Road, West Bend, WI 53090
April 18, 2019 8:00 A.M. – 9:30 A.M.	Strategic Initiatives Committee	Milwaukee Area Technical College – Mequon Campus, 5555 W. Highland Road, Mequon, WI 53092
May 16, 2019 8:00 A.M. – 9:30 A.M.	Talent & Business Services Committee	Moraine Park Technical College, 2200 Green Tree Road, West Bend, WI 53090
June 6, 2019 8:00 A.M. – 9:30 A.M.	Joint Executive Committee	Waukesha County Business Alliance, 2717 N Grandview Blvd, Suite 300, Waukesha, WI 53188
June 13, 2019 8:00 A.M. – 9:30 A.M.	Workforce Development Board	Waukesha County Business Alliance, 2717 N Grandview Blvd, Suite 300, Waukesha, WI 53188



ATTACHMENT P - WDB By-Laws

ARTICLE I. NAME AND PURPOSE

1.1 NAME: The name of this organization shall be the Waukesha-Ozaukee-Washington Workforce Development Board, herein referred to as the “WDB”.

1.2 PURPOSE: The purpose of the WDB shall be to provide policy guidance for, and exercise oversight of, activities funded under the Workforce Innovation & Opportunity Act (Public Law 113-128), herein referred to as “WIOA”, in partnership with County Government Chief Elected Officials (CEOs) representing the three (3) county workforce development area of Waukesha, Ozaukee, and Washington counties as designated under section 106 of the WIOA.

The WDB is an efficient, accountable, customer-focused organization that strives to fulfill its mission, accomplish its vision/aspiration, and implement its strategic plan, exercising leadership to positively impact the communities it serves, and abides by the following guiding principles:

Customer Focus: The WDB is committed to satisfying its customers: employers, employees and job seekers - as well as the partner agencies it serves in the Workforce Development Centers.

Commitment to Results: Every program or initiative conducted by the WDB or its agents will be linked to clearly defined and measurable outcomes and will be evaluated based on its success in achieving those outcomes.

Competitive Performance: The WDB will assure the best programs and services at the best cost and will explore alternative service providers or public-private partnerships to achieve that standard.

Shared Accountability: WDB members will operate in a collaborative manner and assume shared accountability for the fulfillment of the Board's Vision/Purpose and the accomplishment of its Strategic Plan. Members of the Board, while representing their respective constituencies, will nonetheless be committed to the Board's common interests and objectives.

Commitment to Partnership: To support resource optimization and the coordination and integration of services, the WDB will be an active partner in the Workforce Development Center Management Team.

Flexibility to Adjust to New Conditions: The WDB is committed to an ongoing and dynamic planning and review process to respond proactively to the changing conditions affecting our customers and communities.

Leverage Resources: The WDB will make the best use of its budgeted resources and seek creative options to expand the resources available to accomplish its plans through alliances with other public and private organizations and institutions.

Staff and Board Development: The WDB is committed to ongoing staff and Board member education and communication to achieve its objectives.

Excellence: The WDB recognizes that it cannot solve every problem or satisfy every need.

Through the Administrative Entity and Board sub-committees, the WDB actively participates in convening the workforce development system's stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities.

1.3 LIMITATIONS: No part of the activities of the WDB shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the WDB shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

ARTICLE II. MEMBERSHIP

2.1 BOARD COMPOSITION: Members of the WDB are appointed to represent the Workforce Development Area as outlined in Section 107 (b)(2) of the WIOA:

- Minimum of 51% representation of private-sector business
- Minimum of 20% representation of the workforce/labor
- Representative of provider of adult education and literacy activities under Title II
- Representative of institutions of higher education providing workforce investment activities
- Representative of economic and community development
- Representative of the State employment service office under the Wagner-Peyser Act
- Representative of the programs carried out under Title I of the Rehabilitation Act of 1973
- As outlined by the State, Representative from Unemployment Insurance

2.2 APPOINTMENT: Members of the WDB shall be appointed by their respective county CEOs consistent with the requirements of the WIOA Consortium Agreement and in compliance with Section 107 of the WIOA. Nomination and appointments shall be made in accordance with applicable State criteria, conform to the Federal legislation, and meet the requirements of any plan of representation adopted by the Board.

2.3 TERM OF APPOINTMENT: The term of appointment shall be for three (3) years, and staggered so that one-third of the terms end in any given year. Terms shall end on June 30. Replacement will be determined by the category being filled in order to maintain a balanced representation between the private and public sectors. The nomination, selection, and composition of the WDB shall conform to the requirements of the WIOA. Any vacancy shall be filled to complete the unexpired portion of the vacating member's term. The annual term for WDB Member service shall begin as of July 1 of each year. Any vacancy in the membership of the WDB shall be filled in the same manner as the original appointment as described in 2.6 VACANCIES.

2.4 CAUSE FOR REMOVAL: Any member(s) of the WDB may be removed from the WDB for cause including the following:

- Those causes specified in Section 17.001, Wisconsin Statutes.
- For conviction of any federal or state felony.
- For absence from three regular meetings in a twelve (12) month period without just cause.
- For changes in status that affect representation.
- By majority vote of the Executive Committee.

2.5 RESIGNATIONS: All resignations from the WDB shall be in writing addressed to the CEO and will take effect upon receipt unless another date is specified therein. Copies of the resignation will be sent to the WDB Chairperson and WDB Director by the CEO.

2.6 VACANCIES: Vacancies shall be filled by appointment for the remainder of the unexpired term. Membership vacancies shall be filled for the unexpired term in the same manner that the original appointments were made.

ARTICLE III. WDB MEETINGS AND ATTENDANCE

3.1 SCHEDULE OF REGULAR MEETINGS: The WDB shall meet a minimum of four (4) times per year. Additional special WDB meetings may be called as needed.

3.2 ANNUAL MEETING: An annual meeting of the WDB shall be held each year at such time and place to be selected by the Administrative Entity for the purpose of electing officers and conducting such other business as may be deemed necessary.

3.3 NOTICE OF WDB MEETINGS: Written notice (in the format of an agenda) of each meeting of the WDB stating the place, date, and hour of the meeting shall be given to each WDB member, personally, by mail, or by email, at least 48 hours prior to the meeting. The same notice of WDB meetings shall be provided to the WIOA Consortium member CEOs. WDB meetings shall be open to the public, with notice of such meetings given pursuant to section 19.84 of the Wisconsin Statutes, except when the WDB convenes in executive session in accordance with the Freedom of Information Act requirements. Conclusions, if any, derived from information received and subsequent discussions among the members during an executive session must be acted upon in public session. *No votes may be taken during an executive session.*

3.4 AGENDA: A WDB agenda outlining issues or topics to be discussed will be made public. Supportive documentation/reports will be included in a mail or email package to Board members prior to the meeting. The published agenda items may consist of tentative recommendations from staff, notices from WDB members, appointment of members to sub-committees, and other requests in consultation with the Chairperson.

3.5 PROCEDURE: All proceedings of the WDB and its committees shall be governed by parliamentary procedure using the current edition of Roberts Rules of Order and the Open Meetings Act in the state of Wisconsin.

3.6 MINUTES: The WDB shall keep a correct and complete record of all organization proceedings which shall be maintained in accordance with the Wisconsin Open Record Law. The Administrative Entity shall be the custodian of records.

3.7 ATTENDANCE: Members of the WDB shall be expected to attend all meetings of the WDB and assigned committee meetings. Members shall miss no more than (3) Board meetings/committee meetings in a twelve (12) month period unless excused by WDB Chairperson/Vice Chairperson. Absences may be excused for priority business activities or at the discretion of the WDB Chairperson/Vice Chairperson. WDB members must call or provide notice by email prior to the posted time of the specific WDB meeting. A resignation will be requested by the WDB Chairperson upon a member's inability to actively participate in business of the WDB.

Members may participate in regular, special, and emergency meetings of this organization, other than the Annual Meeting, through teleconferencing or videoconferencing to the extent such participation is allowable by state law and policy. Members who participate via teleconference or videoconference will be considered in attendance.

3.8 QUORUM: At minimum, a majority of the current membership of the WDB is required to be in attendance to constitute a quorum for the purpose of conducting business by each of the respective bodies. A quorum for joint committees of the WDB requires that a majority of appointed members from each body be in attendance.

3.9 USE OF A PROXY/ ALTERNATIVE DESIGNEE: The use of a proxy or alternative designee shall not be permitted.

3.10 ELECTRONIC VOTING:

Voting by electronic mail (email) is permitted under these Bylaws. Such calls of vote are to be reserved for issues of importance. This may arise, for example, in the event a quorum is not present at a formal meeting, or in the event that Board action is considered desirable at a time between regularly scheduled meetings. In such cases, all board members have the right to submit a vote within a specified time period (no less than 48 hours, no more than 7 calendar days). Vote by email will be conducted in the following manner:

- a. The WDB Chairperson may request a vote via email. Members shall have 3 options regarding their vote:
 - i. Vote to pass the motion
 - ii. Vote to reject the motion
 - iii. Express the opinion that the motion is not amenable to an electronic vote.
- b. If any member objects to the electronic vote, the motion would remain subject to the “in person” quorum voting rules. If no objections are received, a simple majority of all board members is required to pass the vote.
- c. All members must have access to electronic mail, and it is the responsibility of each member to inform the Administrative Entity of the correct email address for purposes of correspondence and email voting.

ARTICLE IV. VOTING

4.1 VOTING AUTHORITY: Votes shall be cast only by the WDB/Committee members present. The public may participate in discussion only upon recognition by the Chairperson, but may neither make motions nor vote on issues before the WDB. Each WDB member shall have one vote.

At all meetings, except for the election of officers and directors, all votes shall be by voiced by “yeas and nays”. For election of officers, ballots shall be provided and voting shall be done anonymously. The results of such election shall be recorded in the minutes indicating the number of votes received by each candidate as certified by the WDB Director.

4.2 CONFLICT OF INTEREST: No member of the Board or Committee shall cast a vote on the provision of services by that member (or any organization which that member directly represents) or vote on any matter which would provide direct financial benefit to that member.

A member of a local Board may not:

1. Vote on a matter under consideration by the local board
 - a. Regarding the provision of services by such member – or by an entity that such member represents; or
 - b. That would provide direct financial benefit to such member or the immediate family of such member; or
2. Engage in any other activity determined by the governor to constitute a conflict of interest as specified in the State Plan.

4.3 NONDISCRIMINATION: During the term of this agreement, the WDB and the Administrative Entity agree not to discriminate against any person, whether a recipient for services (actual or potential), an employee, or an applicant for employment on the basis of factors prohibited by federal or state law, including Section 167 of the WIOA and Section 111.31, Wisconsin Statutes. The aforementioned agree to post in conspicuous places, available to all employees and applicants for employment and all recipients of services, actual or potential, notices setting forth the provisions of this agreement as they relate to nondiscrimination. The aforementioned shall, in all solicitations for employment placed on their behalf, state that the aforementioned are "Equal Opportunity Employers."

4.4 IMPROPRIETY: The WDB shall avoid organizational and personal conflict of interest in awarding financial assistance and in procurement activities involving funds under the WIOA. No Board member may participate in the making of a contract or in the processing of supplies, equipment, or services in which he/she or a member of his/her immediate family has a private pecuniary interest, direct or indirect. Nor may any officer or employee accept a gratuity or favor of value for any contract, goods, or services which the Board procures. The term 'immediate family' in this section means spouse, child, parent, sibling, aunt/uncle, niece/nephew, step-parent, step-child, or any in-law relationship of the same.

4.5 ORIENTATION: No member shall cast a vote unless he/she has participated in orientation regarding the responsibilities of the Workforce Development Board. The Administrative Entity Staff is responsible for planning and providing new member orientation.

ARTICLE V. OFFICERS

5.1 CHAIRPERSON: The Chairperson of the WDB shall be a representative of the private sector in accordance with Section 107(b)(2)(A) and shall be elected annually by a majority vote of the members of the WDB. The Chairperson will conduct WDB meetings, shall review and coordinate the activities of the officers and committees, and shall serve as the Chairperson of the Executive Committee. The Chairperson shall appoint all committee Chairs and committee members, in consultation with the WDB Director.

5.2 VICE-CHAIRPERSON: The Vice-Chairperson of the WDB shall be a member of the private sector and shall be elected annually by a majority vote of the members of the WDB. The Vice-Chairperson shall perform the duties of the Chairperson in the event of the Chairperson's absence, disability, or resignation. The Vice-Chairperson will conduct WDB meetings in the absence of a WDB Chairperson.

5.3 ELECTION OF OFFICERS: Board elections will be held during the annual meeting of the WDB. Board Officers' terms will run from July 1 to June 30 each fiscal year.

ARTICLE VI. COMMITTEES

6.1 GENERAL: The WDB shall have three (3) standing committees: 1) Joint Executive Committee, 2) Talent and Business Services Committee, and 3) Strategic Initiatives Committee. Necessary Ad-hoc committees, such as an Executive Committee, may from time to time be appointed by the WDB Chairperson. Where possible, Committees shall have adequate representation drawn from Consortium member counties and appropriately balanced representation of public and private sector interests on each of the WDB's committees. Chairpersons and Vice-Chairpersons must be members of the WDB. Standing committees may include other members of the WDB, and shall include other individuals appointed by the WDB who the WDB determines have appropriate experience and expertise. Committee members present shall constitute a quorum for the purpose of transacting business, as long as at a minimum, a majority of members are present. Votes shall be cast only by the Committee members present. Committee meetings shall be open to the public and notice of such meetings shall be given pursuant to section 19.84 of the Wisconsin Statutes.

6.2 ATTENDANCE: Attendance at standing committee meetings shall be recorded as part of that committee's minutes. Absences from committee meetings will be recorded, and if necessary, used by the Committee Chairperson to reassess the absent committee member's continued interest in the committee's purpose and function.

6.3 JOINT EXECUTIVE COMMITTEE: The committee shall consist of Executive Committee members, Chairpersons of the county Boards of Waukesha, Ozaukee, and Washington Counties, and one additional county Board supervisor from each of the three counties. The committee is responsible for:

- Reviewing and reacting to workforce development issues.
- Reviewing annual budgets.
- Remaining informed on Board and committee activities and opportunities.
- Ensuring the successful partnership of local government and WDB in accomplishing mutual workforce goals.

6.4 TALENT AND BUSINESS SERVICES COMMITTEE: The committee shall consist of Board members and non-Board members. The committee is responsible for:

- Working with Board staff to develop and enhance Business and Job Seeker Services.
- Providing oversight of One-Stop Service Delivery Design.
- Reviewing changes to policy and making recommendations to the WDB.
- Reviewing proposals and making recommendation to the WDB.

6.5 STRATEGIC INITIATIVES COMMITTEE: The committee shall consist of Board members and non-Board members. The committee is responsible for:

- Researching and making recommendations to the WDB on local & regional initiatives.

- Developing and strengthening strategic partnerships.
- Development of communication strategies.
- Researching new avenues of fund development.

6.6 EXECUTIVE COMMITTEE: The ad hoc committee shall consist of Chairpersons of the WOW WDB and its committees. The committee is responsible for:

- Reviewing and coordinating of recommendations and assignments of Board subcommittees.
- Handling ongoing operating procedures for the Board.
- Establishing overall policy direction and recommendations for the Board.
- Handling miscellaneous issues as appropriate.
- Acting on behalf of the Board, if so delegated.

6.7 CONFLICT OF INTEREST: The two categories of committees, standing and ad-hoc, shall take no independent action contrary to the policies previously established by the WDB. In the event a WDB or Committee Member is also a Service Provider, they must notify the Chairperson of the committee in advance of any specific issue where conflict of interest involving that Service Provider, whether perceived or actual, exists.

Each such conflict of interest must be declared by the Service Provider WDB or Committee member prior to any discussion and/or official action taken. The conflict of interest action by the Committee Member shall be recorded in the official Minutes of that committee stating that the member must abstain from taking action.

ARTICLE VII. RESPONSIBILITIES

7.1 GENERAL: The responsibilities of the WDB, in accordance with Section 107 (d) of WIOA and Final Rule §679.370, shall be:

1. **Local Plan:** Develop and submit a 4-year local plan for the local area, in partnership with the chief elected official and consistent with WIOA sec. 108.
2. **Regional Plan:** If the local area is part of a planning region that includes other local areas, develop and submit a regional plan in collaboration with other local areas. If the local area is part of a planning region, the local plan must be submitted as a part of the regional plan.
3. **Research and Analyze:** Conduct workforce research and regional labor market analysis to include:
 - i. Analyses and regular updates of economic conditions, needed knowledge and skills, workforce, and workforce development (including education and training) activities to include an analysis of the strengths and weaknesses (including the capacity to provide) of such services to address the identified education and skill needs of the workforce and the employment needs of employers;
 - ii. Assistance to the Governor in developing the statewide workforce and labor market information system under the Wagner-Peyser Act for the region; and
 - iii. Other research, data collection, and analysis related to the workforce needs of the regional economy as the WDB, after receiving input from a wide array of stakeholders, determines to be necessary to carry out its functions.
4. **Engage Stakeholders:** Convene local workforce development system stakeholders to assist in the development of the local plan under § 679.550 and in identifying non-Federal expertise and resources to leverage support for workforce development activities. Such stakeholders may assist the Local WDB and standing committees in carrying out convening, brokering, and leveraging functions at the direction of the Local WDB.
5. **Engage Employers:** Lead efforts to engage with a diverse range of employers and other entities in the region in order to:

- i. Promote business representation (particularly representatives with optimum policy-making or hiring authority from employers whose employment opportunities reflect existing and emerging employment opportunities in the region) on the Local WDB;
 - ii. Develop effective linkages (including the use of intermediaries) with employers in the region to support employer utilization of the local workforce development system and to support local workforce investment activities;
 - iii. Ensure that workforce investment activities meet the needs of employers and support economic growth in the region by enhancing communication, coordination, and collaboration among employers, economic development entities, and service providers; and
 - iv. Develop and implement proven or promising strategies for meeting the employment and skill needs of workers and employers (such as the establishment of industry and sector partnerships), that provide the skilled workforce needed by employers in the region, and that expand employment and career advancement opportunities for workforce development system participants in in-demand industry sectors or occupations.
6. **Engage Secondary and Post-Secondary Partners:** With representatives of secondary and postsecondary education programs, lead efforts to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services that are needed by adults and youth, particularly individuals with barriers to employment.
7. **Identify and Promote Strategies:** Lead efforts in the local area to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers and job seekers, and identify and disseminate information on proven and promising practices carried out in other local areas for meeting such needs.
8. **Utilize Technology:** Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, and workers and job seekers, by:
 - i. Facilitating connections among the intake and case management information systems of the one-stop partner programs to support a comprehensive workforce development system in the local area;
 - ii. Facilitating access to services provided through the one-stop delivery system involved, including access in remote areas;
 - iii. Identifying strategies for better meeting the needs of individuals with barriers to employment, including strategies that augment traditional service delivery, and increase access to services and programs of the one-stop delivery system, such as improving digital literacy skills; and
 - iv. Leveraging resources and capacity within the local workforce development system, including resources and capacity for services for individuals with barriers to employment.
9. **Provide Oversight:** In partnership with the chief elected official for the local area:
 - i. Conduct oversight of youth workforce investment activities authorized under WIOA sec. 129(c), adult and dislocated worker employment and training activities under WIOA secs. 134(c) and (d), and the entire one-stop delivery system in the local area;
 - ii. Ensure the appropriate use and management of the funds provided under WIOA subtitle B for the youth, adult, and dislocated worker activities and one-stop delivery system in the local area; and
 - iii. Ensure the appropriate use management, and investment of funds to maximize performance outcomes under WIOA sec. 116.
10. **Negotiate Performance Measures:** Negotiate and reach agreement on local performance indicators with the chief elected official and the Governor.

11. **Negotiate Infrastructure Costs:** Negotiate with CEO and required partners on the methods for funding the infrastructure costs of one-stop centers in the local area in accordance with § 678.715 of this chapter or must notify the Governor if they fail to reach agreement at the local level and will use a State infrastructure funding mechanism.
12. **Select Service Providers:** Select the following providers in the local area, and where appropriate terminate such providers in accordance with 2 CFR part 200:
 - i. Providers of youth workforce investment activities through competitive grants or contracts based on the recommendations of the youth standing committee (if such a committee is established); however, if the Local WDB determines there is an insufficient number of eligible training providers in a local area, the Local WDB may award contracts on a sole-source basis as per the provisions at WIOA sec. 123(b);
 - ii. Providers of training services consistent with the criteria and information requirements established by the Governor and WIOA sec. 122;
 - iii. Providers of career services through the award of contracts, if the one-stop operator does not provide such services; and
 - iv. One-stop operators in accordance with §§ 678.600 through 678.635.
13. **Ensure Adequate Service Providers:** In accordance with WIOA sec. 107(d)(10)(E) work with the State to ensure there are sufficient numbers and types of providers of career services and training services serving the local area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities.
14. **Coordinate Activities:** Coordinate Activities with education and training providers in the local area, including:
 - i. Reviewing applications to provide adult education and literacy activities under WIOA title II for the local area to determine whether such applications are consistent with the local plan;
 - ii. Making recommendations to the eligible agency to promote alignment with such plan; and
 - iii. Replicating and implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination.
15. **Budget Development:** Develop a budget for the activities of the Local WDB, with approval of the chief elected official and consistent with the local plan and the duties of the Local WDB.
16. **Assess Physical and Programmatic Accessibility:** Assess, on an annual basis, the physical and programmatic accessibility of all one-stop centers in the local area, in accordance with WIOA sec. 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101et seq.).
17. **Certify the One-Stop Center:** Certification of one-stop centers in accordance with § 678.800.

ARTICLE VIII. RECORDS

8.1 GENERAL: The Administrative Entity shall maintain correct and complete copies of records of their activities in all major areas, including all meeting agendas and minutes for the WDB, contracts, fiscal and management documentation. The Administrative Entity is the custodian of the public records for the WDB. In case of doubt, authorization for release of any public records of the WDB is authorized by the Chairs of the respective bodies. The WDB adopted policies under the public records law for the duplication and distribution of copies of public records and the charges therefore. The Administrative Entity posts the policies in its office. The WDB has complete access to all records, except for records of closed sessions pursuant to

Section 19.85, Wisconsin Statutes and this agreement wherein persons not members of that body may be excluded.

ARTICLE IX. COMPENSATION

9.1 GENERAL: No compensation shall be paid to WDB members for services rendered to the Board.

ARTICLE X. FISCAL YEAR

10.1 GENERAL: The fiscal year shall correspond to WIOA and shall be from July 1 to June 30.

ARTICLE XI. INDEMNIFICATION

11.1 GENERAL: The WDB's Administrative Entity will maintain errors and omissions insurance, bonding and general liability insurance. WDB Officers and Members will be named as additional insured on the general liability policy and errors and omissions insurance.

The WDB Officers and Members will agree to indemnify and hold harmless the Administrative Entity from and against any and every claim, demand, suit payment, damage, loss, costs and expense that the WDB Offices and Members may hereafter suffer, incur, be put to, pay or lay out by reason of performing its obligations under its bylaws.

The provisions of this section shall not apply to claims, demands, suits, payments, damages, losses costs and expenses caused by or resulting from the sole negligence of the WDB Officers and Members.

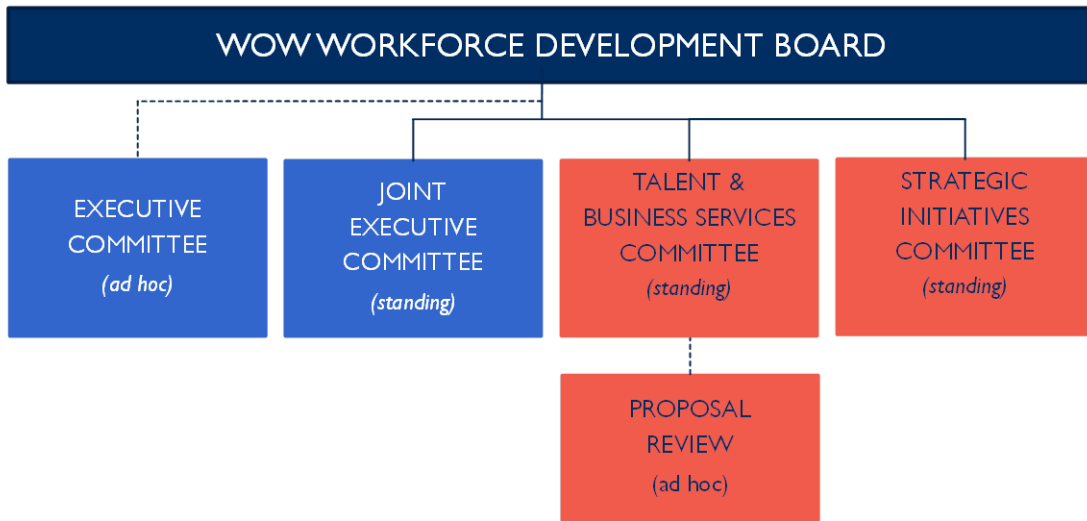
ARTICLE XII. AMENDMENT OF BY-LAWS

12.1 GENERAL: The By-laws may be altered, amended or repealed by the Board at any meeting of the Board after notice that such action is a purpose of the meeting by vote of one-half of the full Board. The foregoing is a true copy of the By-laws adopted by the Board of Directors of Waukesha, Ozaukee and Washington Counties.

ATTACHMENT Q - WDB Staff Agreement

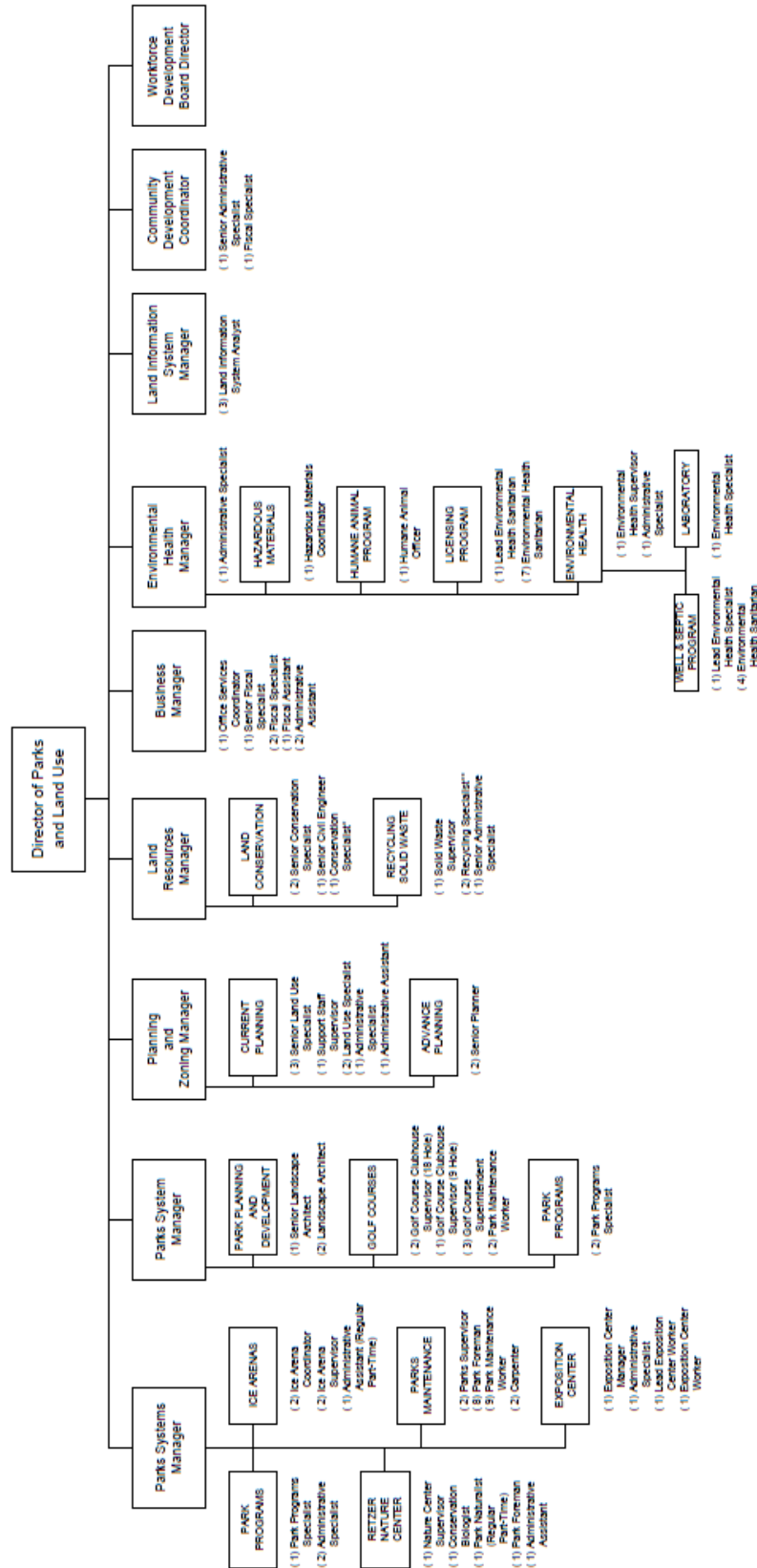
The WDB does not directly employ staff.

ATTACHMENT R - WDB organizational chart



ATTACHMENT S - Administrative Entity/Fiscal Agent organizational chart

PARKS AND LAND USE



* Positions were created with sunset provisions and are contingent on continued state funding.
 ** If state funding for one of these positions is reduced or terminated, the County budget will be similarly reduced or terminated.

ATTACHMENT T - Current Cost Allocation Plan

The 10% de minimis rate as defined by §2 CFR 200.414(f) is utilized. Other than 10% indirect costs, all other costs are charged as direct costs.

ATTACHMENT U - Cash Management Policy

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Appendices

- Sign off from employees**

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100 Introduction

The purpose of this document is to establish a better understanding of internal controls and present a set of policies, procedures and preferred practices for cashiering transactions designed to safeguard the receipt and disbursement of cash.

For the purposes of this procedure, cashiering is defined as the acceptance of tender (coin, paper currency, personal checks, cashier's checks, bank drafts, money orders, payment cards, electronic transfers and all other instruments that may be transferred by endorsement and delivery within the ordinary course of business activity (sale of good and services, petty cash transactions).

105 Internal Controls

The methods and procedures adopted by an organization to control its operations are collectively known as a system of internal control. In a properly designed system, the procedures encourage adherence to prescribed management policies, promote operational efficiencies, protect the organization's assets from waste, fraud and theft, ensure accurate and reliable accounting data and help prevent the appearance of impropriety. Internal control methods and procedures vary from organization to organization within the County, depending on such factors as the nature of the activities and its size. Some common, broad principles of internal control are:

105.1 General

(1) Responsibilities should be clearly established in a given situation or for a given task.

One person should be made responsible. When responsibility is shared and something goes wrong, it can be difficult to determine an exact cause.

(2) Responsibility for related transactions should be divided.

Responsibility for a divisible transaction or a series of related transactions should be divided between individuals so that the work of one acts as a check on that of another. For example, completed point of sale cashiering transactions that require voids, refunds or cancellations should require supervisory approval eliminating the opportunity for a single cashier to manipulate point of sale transactions and deposit totals.

(3) Adequate records should be maintained.

Good records enhance control by making specific employees responsible for the care and protection of assets. When an organization has poor accounting control over its assets, dishonest employees may become aware of this and take advantage.

(4) Record keeping and custody should be separated.

The person who has access to or is responsible for an asset should not maintain the accounting record for that asset. When this principle is observed, the custodian of an asset, knowing that another person keeps a record of the asset is not apt to either misappropriate the asset or waste it. The record keeper who does not have access to the asset has no reason to falsify the record. Furthermore, if the asset is to be misappropriated and the theft concealed in the records, collusion is necessary.

(5) Personnel should be rotated.

Whenever possible, employees should be rotated in their job assignments. This has a number of advantages. An employee is less apt to be careless or to intentionally commit a wrong when he knows his action will likely be brought to light when job assignments are changed. Also, an employee who has handled a number of assignments in his department is usually more capable at any one job because he understands how that job fits into the work of a department. Finally, a department's work does not cease when a key employee is ill or absent; other employees can perform these functions.

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(6) Employees

An internal control system will not function properly unless the employees cooperate and perform their tasks competently and in the prescribed manner. When employees do not understand the need for certain procedures or feel the procedures cause them unnecessary work, they will often avoid the procedures and, thus, destroy the effectiveness of the entire system. Consequently, an internal control system should be designed to cause the employees the least amount of work and inconvenience, and the reasons for its prescribed procedures should be fully explained.

(7) Management should periodically review the control system.

An internal control system, no matter how well designed, cannot be expected to function properly without periodic examination and review. An examination or audit may disclose that prescribed procedures are not being followed or that better control or better work at less cost will be gained with a change in the procedures.

A good system of internal control for cash should provide adequate procedures for protecting both cash receipts and cash disbursements. In addition to the broad controls listed above, there are the following basic principles that should always be observed:

- All cash receipts per drawer should be deposited daily, intact; and
- All disbursements, except those made from a petty cash fund, should be made by check.
- Cancellations and refunds require supervisory approval.

Requiring the prompt deposit of receipts intact prevents a person from making use of the money for a few days before depositing it. Requiring all disbursements to be made by check provides a separate and external record of all cash transactions.

(8) Method of Cashiering

It is the expectation of the County that departments will utilize an approved Cashiering System with internal control principals built into the system.

105.2 Specific Cash Control

(1) Cash received for deposit must be made to a Bank Accounts authorized by the County Treasurer and DOA. Deposits made to accounts other than the County main account should be entered into a cashiering system using a separate terminal or method of entry that is not exported to the County General Ledger. Bank accounts should be reconciled not less than monthly by someone other than the employee performing the functions of cashier or the person who makes the bank deposits.

(2) No adjustments should be made to ledger accounts without the express approval of the Accounting Division.

(3) Employees shall not commingle private monies with County funds. Therefore, County funds shall not be used to cash payroll checks or other personal checks. Employees shall not borrow money or issue personal IOU's in exchange for County funds of any kind. Furthermore, employee personal funds shall not be used to reimburse shortages in cash funds nor shall overages be retained to "make up" future shortages or for non-County purposes.

(4) Departments may accept payments for County services in the form of payment cards, personal checks, money orders, and cashier's checks for the exact amount of purchase.

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(5) When accepting checks the following safeguards should be followed:

- a. Accept checks only for the exact amount of the payment.
- b. Do not honor a check that is stale-dated or post-dated.

(6) A restricted endorsement should be used on all checks and money orders at the time they are received. For checks and money orders to be deposited in the County Treasury, the endorsement stamp should at a minimum read:

FOR DEPOSIT ONLY
 TO WAUKESHA COUNTY TREASURER
 (DEPARTMENT NAME)
 BANK NAME
 ACCOUNT NUMBER

Individual departments can work with their cashing system administrator to set up their endorsement in the approved cashing system.

(7) When payment is received in more than one form (check, money order, and currency), only one receipt should be issued for the total amount of the payment. A notation should be made on the receipt indicating the different forms of payment and the corresponding amount of each.

(8) When a check or other instrument is received which covers payment for the accounts of more than one person or entity, a separate receipt should be issued for each person or entity. Receipt may show a PAID BY name for informational purposes. Exceptions to this policy may be indicated as a result of variations in departmental operations and needs. Where appropriate, this policy may be waived by approval of the County Treasurer and Department of Administration upon request of the department head or designee.

(9) All cash should be deposited in a locked, secure depository (a safe, drawer, or cabinet) and access should be restricted to as few employees as possible. When a written safe combination is maintained, it must be kept in a secure location. The combination to the safe should be changed annually or whenever an employee who has knowledge of the combination terminates County employment or is transferred to another department.

(10) Cashiering related offices and desks should be locked during non-working hours and keys should be restricted to the minimum possible number of employees. A written record of office keys should be maintained, and it should be the responsibility of a management employee to ensure that office keys are returned by terminated or transferred employees.

(11) During working hours, cash must be kept in a cash drawer that is not accessible to unauthorized persons. Cash drawers must be closed and locked when not in use. In order to segregate responsibility for cash overages and shortages, each employee should be assigned a separate cash drawer.

(12) When making change, count out the coins to the nearest dollar, then count the bills. Count the cash twice before paying out; once when removing it from the cash drawer and again as it is given to the customer.

(13) Never count currency directly into the cash drawer. Always place it on the counter away from the customer's reach, make the necessary change, and complete the transaction. Then, place the customer's payment in the proper compartments of the cash drawer. Keeping the money in sight until the transaction is completed will avoid controversies that might arise as to the amount given by the customer.

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(14) All cash receipts should be deposited daily, and intact with the County Treasurer’s Office unless otherwise approved by DOA and Internal Audit. Do not allow large amounts of cash to accumulate. Depositing intact means that the deposit must consist of the same checks and/or money orders and the same amount of currency and coins as indicated in the receipts for the deposit. This is an integral feature of an internal cash control system.

(15) Where it is practical or mandated to do so, a list of departmental services, costs and notice of NSF fees should be conspicuously posted at each cash collection point. The cost of infrequently provided services need not be posted but should be available upon customer inquiry.

(16) Inventory controls should be implemented over pamphlets, books, maps, permits, or other documents for which money is collected. The degree of control should be related to the value of the items with such controls ranging from strict access control over pre-numbered permits to visual control over pamphlets that have limited value and low demand.

(17) A receipt shall be issued for the exact amount of all money received by any department. Receipts issued by departments should include the following: receipts should be pre-numbered, date and time of the transaction, description and amount of each item sold, Department name, cashier identifier and Waukesha County identified on the Receipt.

110 Cash Received Through the Mail

Receiving, opening and distributing incoming mail are jobs that should be handled by, or be under the supervision of, a responsible employee other than the employee performing the functions of cashier. If possible, mail should be opened in the presence of another person. A list should be made by the person opening the mail of cash received, indicating the amount received and other pertinent data. The list should be made and signed by the person opening the mail and by the employee performing the functions of the cashier to whom the cash is turned over, acknowledging receipt of the total amount on the form. The amounts can subsequently be reconciled after all receipts are recorded by the employees performing the functions of cashier.

When the purpose of a receipt cannot be identified, it should be deposited immediately and recorded in a general ledger suspense account. A log should be maintained by the department of the date and amount of all unidentified receipts. The expectation is that the purpose of the receipt will be identified and reclassified within 72 hours by journal entry to the appropriate account. Some steps taken to identify the purpose of a receipt includes contacting other county departments and contacting the payer. On a monthly basis, someone other than the cashier should be reconciling the suspense account.

115 Cashiering System Procedures

A cashiering system is used for the receipt and control of monies received by departments. The department head or designee, in coordination with the County Treasurer and Department of Administration, is responsible for developing and adopting the necessary operating procedures for the use and operation of a cashiering system to provide adequate controls in the cash receipting function of the department. Such procedures shall be based on the following standards:

- (1) Each employee performing the functions of cashier should be assigned a separate cash drawer. The employees performing the functions of cashier shall keep the cash drawer locked when not in use and shall be responsible for the money in the cash drawer.
- (2) At the start of each business day or shift, the employees performing the functions of the cashier are responsible for counting their drawer’s starting cash to assure it is the correct amount.
- (3) Customers will be issued receipts with numbers in numerical sequence.

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- (4) If an error is made by keying an incorrect amount of distribution, the employee(s) performing the functions of the cashier must reenter the transaction with the correct amount, and then request a supervisor to cancel the incorrect transaction. While canceling the incorrect transaction, supervisor should reference the correcting transaction number.
- (5) When closing a batch, the cashier should count the cash drawer, record total amount of checks, payment cards, and amounts of each cash denomination. A supervisor should then verify and approve the batch.
- (6) Credit Card transactions should be processed immediately. There should be no incomplete credit card transactions at the end of a shift.
- (7) Any customer facing location should have a visible display of the amount being entered, and should be positioned so that the customer can observe the display, unless privacy is a concern and exception approved by Internal Audit.
- (8) If it becomes necessary to void a receipt, a reason for the void needs to be entered and supervisor approval is required. The system will store the record of the voided transaction, reason given, and approvals according to records retention policy.

120 Point-of-Sale Credit Information

Many employees with cash handling responsibilities will also work with credit card information. It is the policy of Waukesha County to protect and secure credit card holder information in accordance with all applicable laws and compliance policies. This includes all data collected by employees responsible for recording sales transactions.

- (1) All county personnel handling credit card information will be trained to know that credit card information is sensitive and requires special security, protection and handling.
- (2) It is a departmental responsibility to ensure that people who handle such information are adequately trained, **before** being allowed access to cardholder information.
- (3) All credit card holder information is to be used for official purposes only. Such use will be solely to support the business operations of various Waukesha County Government activities. No other use is approved or authorized.
- (4) No effort or actions will be made to copy, reproduce, store or otherwise maintain any credit card holder information for any non-business reason. Employees shall not make extra copies of bills or invoices, credit cards or any computer files which may contain credit card holder information.
- (5) Credit card information will be protected if located or found. In the event that a credit card is found on premises, the supervisor or manager of that activity should be notified immediately. The card will be appropriately secured until arrangements can be made to return it to the cardholder.
- (6) Paperwork containing personal account information and/or credit card holder data must be secured and shredded appropriately. Employees must be specially trained to exercise caution when taking telephone transactions or working off-line when a system is down.
- (7) Credit card holder information must never be placed in plain view or where it can be viewed or stolen. If a phone transaction is required, care shall be taken to ensure that no one is eavesdropping on the conversation or able to hear or copy credit card holder information.
- (8) If an actual or suspected breach occurs, the provisions of the Incident Response section of the County's Security Policy will be followed.
- (9) Refer to the Information Security Policy Volume II Chapter II Section 963 of the policies and procedures manual for the PCI-DSS policies. This policy should be reviewed annually and employees that have PCI responsibilities should receive training and sign off on PCI-DSS policies annually.

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125 Deposit Preparation and Drawer Balancing

On a daily basis the cash drawer and the batch should be closed. Each cashier should blind balance their drawer by counting their own drawer and documenting the count of each tender type. Any variance should be noted and turned over to a supervisor for further investigation.

After the supervisor has received the cash and checks, these should be recounted and verified against the documentation provided by the cashier. Any overages and shortages should be investigated according to **430 Cash Overages/Shortages** section. Any corrections should be made, such as transposing numbers or incorrect cash count. If transactions are ran for the incorrect amount, the original transaction should be voided and a new, correct transaction ran. If payment is towards an account, a corrected receipt should be sent to customer. Corrections do not include covering shortages with personal fund or from change fund, or depositing overage into a change fund or personal fund. After all applicable corrections have been made, the supervisor should review a report of all void and refund transactions. If using a stand-alone credit card processing device, all credit voids and refunds should be documented and compared against the record of transactions within the cashiering system.

After the drawer has been verified, the supervisor approves the batch and the deposit is taken to the Treasurer's office with supporting documentation.

130 Cash Overages/Shortages

In the event of a cash overage or shortage, a report must be made available to the appropriate supervisor at the close of each business day or shift, setting forth the exact sum of any cash overage or shortage. In the event of any overage or shortage, the supervisor must review the daily transactions for errors that can be corrected (i.e. duplicate transactions, incorrect amount entered, incorrect drawer total, etc).

Whenever warranted by the size of the overage or a pattern of overages, the department head or designee should make a thorough attempt to determine the reason for the overage. The review might include recounting the cash, reviewing all transactions for the period, and checking the amounts of all checks and money orders to ensure that the receipts were written for the correct amounts.

Deposits should ALWAYS reflect the entire amount of money counted at balancing. All cash overages and shortages should be recorded at the same day in which they occur. Cash shortages should not be taken from the change fund in order to deposit the full amount of recorded receipts.

When the source of a cash overage is known to the fund custodian, and when the amount of the overage is \$2 or more, the fund custodian shall correct the customer's account. Corrected receipts should be sent to the customer. When needed, refunds are payable by County voucher, which must be accompanied by supporting documentation.

A cash overage or shortages of over \$50, or repeat occurrences and patterns with a single employee should be reported to the Internal Auditor. The report should set forth the facts and circumstances and be forwarded not later than the close of the business day on which the overage is discovered. Management with consultation with the Internal Auditor may recommend further action as required, including recognition for accounting purposes and additional staff training or discipline.

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140 Manual Receipt Control

- (1) The Department Head or designee is responsible for providing a secure, restricted-access location for the storage of receipt books. Only one person in each department should be assigned the responsibility for the issuance and control of blank receipts. Receipt books should not be accessible to customers or unauthorized employees.
- (2) Receipts should be written in ink and include at a minimum, date amount, name of purchaser, description and Waukesha County employee signature. The form and composition of payment should be clearly noted. Both parties should initial all "cross-outs" and "strike-overs".
- (3) If it becomes necessary to void a receipt, the word "VOID" shall be printed in large letters on the receipt. Both copies of the voided receipt shall be retained.

150 Petty Cash Funds

Various County departments maintain petty cash funds to make purchases when items are too small or are needed too quickly to subject them to appropriate accounts payable procedures.

- (1) Responsibility for petty cash funds lies with the department head or designee, who may designate a custodian for each fund.
- (2) Each department should establish maximum dollar amounts to be issued from petty cash funds and appropriate authorization requirements based upon department activities.
- (3) There will be only one custodian designated by the department head or designee for each petty cash fund. If the department requires authorization for a petty cash disbursement, duties of the custodian must be segregated from the duties of authorizing payments.
- (4) Access to each fund shall be limited to the custodian and an alternate when the custodian is not available. Funds shall be safeguarded during the day and kept in secure (locked) desk, file cabinet or vault after working hours. Departments should limit use of the fund to certain hours when the custodian is available and arrange for alternative coverage, preferably by the custodian's supervisor, when the custodian is unavailable for an extended period.
- (5) Petty cash funds shall not be operated through the use of a checking account. Each petty cash fund shall be maintained on an imprest basis. An imprest account is an account with a fixed amount of money for minor disbursements, which is controlled by recording the date, amount, nature and purpose of disbursements and replenished periodically for the exact amount of disbursements. The total cash on hand plus disbursements should always equal the total fixed amount of the imprest account
- (6) Personal checks may not be cashed through the petty cash funds. Checks payable to the County may not be cashed or deposited through the petty cash funds.
- (7) Cash in the petty cash drawer should not be used to make change for other purposes.

150.1 Establishing or Changing a Petty Cash Fund

If a department wishes to establish or change the amount of a petty cash fund, the department head must request the change in a letter to the Finance Committee. The letter should detail why the fund or increase in the fund is needed. When the Finance Committee has reached a decision, the Accounting Services Manager indicates approval or disapproval on the letter and forwards the letter to the department. If the request is approved, the department should submit a payment voucher for the designated amount. Supporting documentation must include a copy of the letter indicating approval and a copy of the Finance Committee minutes that authorizes the transaction.

150.2 Petty Cash Fund Transactions

- (1) All fund transactions shall be supported by preprinted serially numbered Petty Cash Receipt forms.

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(2) The custodian completes the Petty Cash Receipt following the coding instructions below.

Description	Coding Instructions
DATE	Enter the petty cash transaction date.
EMPLOYEE	Enter the employee's name.
AMOUNT	Enter the dollar amount of the transaction.
TRANSACTION TYPE	Enter an "X" on the appropriate line: <u>Employee Advance Payment</u> – An employee is receiving an advance payment <u>Reimbursement to Employee for Purchase</u> - An employee is receiving reimbursement for a purchase made by the employee when no advance payment was made <u>Reimbursement to Petty Cash Fund From Employee</u> – An employee was given an advance and the purchase was less than the advance and the purchase was less than the advance. The employee is returning the overage to the fund.
PURPOSE	Describe the purpose for the petty cash disbursement.
ADVANCE	If an advance was issued to the employee, enter the dollar amount, otherwise enter zero.
AMOUNT OF PURCHASE	Enter the amount of the purchase by the employee. Receipts substantiating the purchase amount must be attached to the form.
AMOUNT DUE (FROM) PETTY CASH FUND	Subtract the amount of the purchase from the advance and enter the amount here. A positive amount indicates that the advance exceeded the purchase and the employee must refund the overage. A negative amount indicates the advance was not sufficient to cover the purchase price and an amount is due to the employee.
CUSTODIAN SIGNATURE	Custodian signs and dates the form after the above entries are made to acknowledge funds were received or disbursed.
EMPLOYEE SIGNATURE	Obtain acknowledgement from employee that funds were received or disbursed by having employee sign and date the form.
SUPERVISOR	If the department requires authorization for a petty cash disbursement, the department head or authorized personnel must sign and date the form.
ACCOUNT DISTRIBUTION	Enter the account distribution that will be charged with the transaction.

(3) The custodian records the petty cash disbursement in a Petty Cash transaction Log following the instructions below.

Description	Coding Instructions
RECEIPT NO.	Enter the receipt number.
DATE	Enter the petty cash transaction date
EMPLOYEE	Enter the name of the employee receiving or reimbursing petty cash funds.
TRANSACTION TYPE	Enter the transaction type: ADV – Advance PUR – Reimbursement to employee for purchase EMP – Reimbursement to Petty Cash Fund from employee
AMOUNT	Enter the petty cash transaction balance
BALANCE	Enter the remaining balance of the petty cash fund

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150.3 Petty Cash Fund Replenishment

When the petty cash fund needs replenishment, the custodian prepares a payment voucher. Copies of supporting Petty Cash Receipt forms with attached receipts must be presented with the payment voucher. Checks for petty cash reimbursement shall be made payable to the fund custodian and the fund name shall be noted on the check. Funds shall be reimbursed at least monthly (except in "seasonal" operations where off-season reimbursement may be less frequent).

150.4 Petty Cash Overages/Shortages

Any shortage of cash shall be documented and, after efforts have been made to determine the reason for the shortage, a written explanation shall be forwarded to the department head or designee (not the custodian). Shortages of cash should not be made up from the personal funds of the custodian, but significant or frequent shortages may be cause for personnel action. Suspicion of shortages for reasons other than errors should be reported to the department head for referral to law enforcement officials. Excess funds are not to be used for personal reimbursement and any excess shall be reported by the custodian to the department head or designee (not the custodian). Excess funds shall be credited and shortages debited to account 5970 (petty cash overages/shortages). Documentation must be attached to the request for reimbursement of shortages.

155 Returned Checks

Refer to Volume I, Chapter 6, Section 100 of the policies and procedures manual for the handling of NSF checks.

160 Counterfeit Currency

New employees with cash handling responsibilities should be required to review the U.S. Secret Service Counterfeiting site regarding identifying Counterfeit Currency to minimize the risk of loss to the County.

http://www.secretservice.gov/know_your_money.shtml .

165 Dissemination

New employees with cash handling responsibilities should be required to read this document and sign a log indicating that they have read and understood it.

ATTACHMENT V - Fee for Service Policy

T-08 Fee-for-Service Policy

Board approved on 3.10.16

Purpose

To establish a policy to allow for customized employment and training related services to employers, employer associations, or other such organizations on a fee-for-service basis in addition to labor exchange services available to employers.

Policy

Through the Workforce Innovation and Opportunity Act (WIOA) fee-for-services are allowable and the funds generated by these fees may go to improving the scope and quality of customer service. This policy recognizes that local boards are not likely to have sufficient resources to provide services to all those seeking assistance and that some customers may wish to have the local workforce system offer customized or enhanced services that are not regularly offered. All fee-for-services offered go above and beyond the scope of services outlined in WIOA and include job seekers accessing the workforce system not only through WIOA but through other points of entry.

Fee-for-services that are offered include:

- Customized screening and referral of qualified candidates
- Customized employment-related services to employers, employer associations, or other such organizations
- Job fairs
- Employer education events
- Application collection
- Specialized recruitment
- Interview Stream services
- Additional customized services upon request

All fee-for-service funds and expenses are tracked and managed in a separate fund account. The Board has authorized the fiscal agent to set fees for standard services and calculate fees for customized services.

ATTACHMENT W - Procurement Policy

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- 100 Procurement Guidelines**
- 105 Procurement Responsibility/Requisition Parameters**
 - .1 Will/Will Not Do List
 - .2 Annual Requisition Submission Schedule
 - .3 Buyer-Service/Commodity List
 - .4 Commodity (Item) Code Listing
- 110 Exceptions to Procurement Responsibility**
- 115 Unacceptable Procurement Practices**
- 120 Requisitions are Not Required**
- 125 Requisition Preparation**
 - .1 Replacement Equipment/Vehicles
 - .2 Grouping Items on a Requisition
 - .3 Grouping Items on a Requisition with Different Cost Centers/Accounts
 - .4 Requisition Approval
 - .5 Funding Year
 - .6 Specifications
 - .7 Samples Required
- 130 Procurement Guidelines**
 - .1 Informal and Formal Bids
 - .2 Pre-bid Meetings
 - .3 Pre-Award Meeting/Demonstrations
- 135 Service Request Procedures & Preparation**
 - .1 Guidelines for Forwarding Service Requests to Purchasing
 - .2 Specifications for a Service Requisition
 - .3 Insurance Requirements
 - .4 Additional Information to be Included
- 140 Continuation of Service**
- 145 Service Contract Administration**

Appendices:

- PUR-100-A Will / Will Not Do List
- PUR-100-B Annual Requisition Submission Schedule
- PUR-100-C Buyer - Commodity/Service List
- PUR-100-D Instructions for Processing Merge Documents
- PUR-100-E Replacement Equipment Form - Sample

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100 Procurement Guidelines

105 Procurement Responsibility/Requisition Parameters

The Purchasing Division procures a majority of the County's requirements, however, there are a few commodities and services that are delegated back to the user department(s). A **requisition initiates the purchasing process** while the purchase order is an actual commitment sent to suppliers for commodities or services required. All purchases must begin with the creation of a requisition (request for goods or services) unless the request falls into the exception category, **Reference Section 110.**

To further assist you in determining who has the procurement responsibility, the Purchasing Division distributes an annual "Will/Will Not Do" list (**Reference Appendix PUR-100A**), as well as an "Annual Requisition Submission Schedule" (**Reference Appendix PUR-100B and also provided electronically on an annual basis to all departments**) and a Buyer-Commodity/Service List (**Reference Appendix PUR-100C**).

Even though some purchases have been delegated back to user departments, it is important to note that the Purchasing Division is available to assist in any procurement process when needed.

105.1 Will/Will Not Do List

The "Will/Will Not Do" list divides the County's chart of accounts into two categories with the "Will Do" category containing account codes (object codes) for commodities or services that the Purchasing can add value to; i.e. better pricing, more favorable terms and conditions, risk mitigation, etc. These "Will Do" commodities and services are procured by the Purchasing Division. Commodities and services purchased from account codes (object codes) on the "Will Not Do" side are procured by the requesting department utilizing the requisition/purchase order process and following the Procurement guidelines, Reference Section 135, which indicates the number of quotes/bids that should be obtained.

105.2 Annual Requisition Submission Schedule

The Annual Requisition Submission Schedule is a list of goods and services that will be procured by the Purchasing Division (Reference Appendix PUR-100B). Items appearing in this list are fixed assets, county-wide agreements or items which may be low in quantity and/or dollars within one department, but by combining them with other County departments, provide sufficient volume/dollars to obtain quantity discounts. Purchasing then bids the items to obtain quantity discounts that could not be realized by any one department procuring on their own.

105.3 Buyer-Service/Commodity List

This list shows each buyer and the list commodities/services they are responsible for purchasing.

105.4 Commodity (Item) Code Listing

The Commodity Code Listing was distributed along with the BAS Procedures. Since we continue to update the document, rather than provide a hard copy it will be stored on-line (O:\purch\commcds.wpd).

Having the document on-line will also allow you to search on key words. For example, if you are looking for a commodity code for an appliance, open the document, hit the "F2" key, enter "Appliance" (without the quotes) and mouse click on the Find Next button. You will be taken to the commodity code for appliances.

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110 Exceptions to Procurement Responsibility

Goods/Services under \$500 on either the Will or Will Not Do list (**Reference Appendix PUR-100A**) may be purchased by the user department, regardless of the account code unless:

- A. They appear on the annual requisition submission schedule.
- B. They are available through a blanket purchase order (**Reference BAS Procedures, Section 8**) for a copy of the blanket purchase order report which lists all active blanket purchase orders, a brief description of the commodities or services included, the dates of service and the buyer). This report is stored as both a lotus and excel file which are updated monthly (no later than the 5th of the month) and is stored in the shared "O" drive (O:\purch\boreport). You may print out this report at any time.

115 Unacceptable Procurement Practices

1. Items must be purchased in accordance with the terms and conditions of the purchase order. When Purchasing has handled the procurement, the Department should NEVER modify the purchase order, specifications or contract or make any agreements (verbal or written) with the vendor that result in a modification to the original terms, conditions and/or the specifications. Any agreement to change must be in writing and initiated and signed by the Purchasing Division for the agreement to be legally binding. If any individual makes unauthorized changes to a bid or purchase order issued by the Purchasing Division, they can be personally responsible for the charges of the unauthorized change and/or subject to disciplinary action.
2. At no time will a Department split their order to circumvent the competitive bidding procedures.
3. Placing of orders for items against an emergency blanket order of sufficient volume to justify a separate bid, in order to avoid competitive bidding is contrary to policy and is not allowed.
4. Furniture and Equipment, (including typewriters, filing cabinets, etc.), CAN NOT BE PROCURED UNDER BLANKET PURCHASE ORDERS unless otherwise specified.

120 Requisitions are Not Required

Requisitions, which are autocreated into Purchase Orders via the BAS system, are not required for the following (unless, of course, the vendor requires a purchase order):

- Purchases on the "Will Not Do" list that are under \$5,000
- Utilities (gas, electric, phone)
- Hotel Registration
- Seminar Registration
- Travel Costs
- Magazine Subscriptions
- Legal, Medical & Psychological Services under \$10,000
- Purchases done by HHS through CSTS
- Vehicle Maintenance under \$5,000
- A&E under \$10,000
- Training & Educational Consulting under \$5,000

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- Purchases from other governmental and non-profit organizations.
- Claims Administration under \$5,000
- Building Improvements under \$10,000
- Commodities/Services under \$500 that are on the "Will Do" list **and not on the Requisition Submission Schedule.**
- Purchases made from either the Vehicle Replacement Plan (Purchasing), the Copier Replacement Plan (Records Management) or the Computer Replacement Plan (Information Systems). These requisitions will be entered by the responsible DOA division shown in ().

The purchase of all commodities/services noted above (except for the last bullet) may be entered into the system as a "direct buy" (invoice processed without a purchase order match), Reference Section 900.

125 Requisition Preparation

This section describes the process of preparing a requisition for commodities that will be procured by the Purchasing Division with the exception of Section 130 which describes when and how many quotes are required for purchasing done by end user departments. Reference Section 135 for preparing a requisition for services required.

Prepare a purchase requisition in accordance with the BAS Procedures, Section 3 including any information requested or required as noted below.

125.1 Replacement Equipment/Vehicles

If you are replacing existing equipment/vehicles over \$1,000 from your departmental budget and there is a trade-in (e.g., equipment, vehicle), the items being replaced should be identified as a "Note to Buyer" or as a line attachment on the requisition being submitted.

Regardless of whether the equipment/vehicle is coming out of your departmental budget or the replacement plan, the end user department must prepare a "Replacement Equipment Information" form and forward it to the buyer by attaching it to the requisition (for items purchased from departmental budget), or attaching it to a GroupWise message (for items purchased from the replacement plan). The form is stored in the "O" drive under the "Purch" directory, and is titled "Replace" (O:\purch\replace). Reference **Appendix PUR-100D**, for completion instructions and **Appendix PUR-100E** for sample document.

125.2 Grouping Items on a Requisition

Departments are encouraged to plan and anticipate their needs and **should**, to the greatest extent possible, **aggregate like items on the same requisition**. For example, aggregate all known or anticipated photographic needs on one requisition i.e., film, camera, slide projector, etc. Issue a separate requisition for all office chairs - do not combine it with the requisition for photographic supplies.

125.3 Grouping Items on a Requisition with Different Cost Centers/Accounts

You may combine like items on a requisition that are purchased from different account numbers. Example: chairs for two organizations charged to two accounts.

125.4 Requisition Approval

Requisitions must be approved before you can create the purchase order, Reference BAS Procedures, Section 1, Approval Hierarchy, Page 8.

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125.5 Funding Year

If the Requisition is being submitted in the current year, for purchase from a subsequent year's fund, the general ledger date must be changed (appears after the distribution (charge) account on the requisition form - see BAS Procedures for further details) to 1/1/XX with XX being the year funds are to be charged to. **The Finance Division will notify departments if requisitions may be entered prior to the funding year and for what items.**

125.6 Specifications

A specification is a document which fully describes the technical and/or performance requirements of the commodities/services you are purchasing. Depending on the complexity of the purchase, specifications may be required (Reference Section 300). Complete specifications should be included as a header attachment to your requisition (Reference BAS Procedures, Section 2, Attachments). For assistance in preparing specifications, please refer to Sections 300 thru 325.

125.7 Samples Required

The department should indicate if a **sample** is required. In either the "Note to Buyer" field of the requisition, or as a line attachment, indicate what type of sample and the amount that is needed.

130 Procurement Guidelines

Once the requisition process has been completed, The type of bid used will be determined by the total amount estimated to be expended (see definition and guidelines below). **NOTE: For Professional Services (consulting, architectural and engineering, etc.), refer to the Request for Proposal Procedures, Section 1300.**

<u>Dollar Amount</u>	<u>Type of Bid</u>
\$50 or less	Use Petty Cash where possible
\$51 - \$500	Pro Card if applicable
\$501 - \$2500:	One Phone/Fax Quote
\$2501 - \$5000:	Request quotes (fax or phone) from two or more vendors. If phone bid, low bidder's quote must be confirmed in writing.
\$5001 - \$39,999:	Informal Bid (Minimum of 3 or more written quotes - allow approx. 1 - 2 weeks for bid opening, depending on complexity)
\$40,000+:	Formal Bid (More than 3 written quotes - allow approx. 2 - 3 weeks for bid opening, depending on complexity)

130.1 Informal and Formal Bids

The following is a general guideline the Purchasing Division follows when preparing bids for goods/services procured for end users. Departments should follow this procedure when requesting informal and formal bids for goods/services on the Will Not Do List.

An Invitation to Bid is a written document describing the commodities or services being requested. Depending on the complexity, it may also include a specification which further identifies the performance required for commodities/services, informs vendors of the terms and conditions of the bid, etc.

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1. Invitation to Bid

An Invitation to Bid is sent to 3 or more vendors allowing 2 - 3 weeks for bid opening. The bid should be contain either a number or document name and date so that it can be referenced back to.

- Be sure to include insurance, indemnification and performance bond requirements where necessary (Reference Waukesha County Financial Procedures Manual and/or contact the Risk Manager)
- Be sure to set a date, time and place for bid opening and insert the following language on the Invitation to Bid: "All bids must be received by the date and time as noted herein. Bids received after the opening date and time specified will be rejected."
- Formal bids (over \$35,000) must be advertised (Reference Section 1600)

2. Unacceptable Bid

After bid opening, review each response to determine if it is clearly nonresponsive, incomplete or otherwise unacceptable as follows:

Is the respondent's bid in compliance with all the requirements of the procedural and technical specifications? For example: is the bid form signed by an authorized representative, is there a bid bond if required, etc.

3. Bid Tabulation

Prepare a bid tabulation (spreadsheet showing each of the vendor's pricing), when necessary.

4. Evaluate Bids

Beginning with the lowest responsible vendor, evaluate the bid response against the technical requirements. If the vendor fully complies, award will be made to that vendor. If not, continue with the next lowest responsible bidder until you have reached a vendor who fully complies with the requirements.

- If reference checks are necessary, be sure to ask the same questions of each reference and record who you spoke to, the date contacted and the responses received.
- If there is any doubt as to the financial stability of the successful vendor, contact the Business Services Manager, Department of Administration/Collections, who will perform a financial analysis of the firms.

5. Purchase Order & Contract

A purchase order and contract* are issued to the successful vendor. Be sure to include the bid number and/or document name and date on both the purchase order and the contract for reference purposes.

*The use of a contract is discretionary depending upon the level of risk involved. When in doubt, contact Purchasing Manager or in her absence, Corporation Counsel.

6. Copies Kept on File

Be sure copies of all bids, tabulation, correspondence and documentation related to the bid process are kept on file. **Note: All bids and related documentation are subject to open records law.**

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130.2 Pre-bid Meetings

Some commodities, or service specifications warrant pre-bid meetings. Pre-bid meetings are usually attended by all of the potential bidders, the requesting Department and the Purchasing Division and are intended to provide clarification and/or to eliminate any confusion regarding our requirements that may exist among the potential bidders.

130.3 Pre-Award Meeting/Demonstrations

Specifications for special purpose equipment, computer equipment and/or software, vehicles, and vehicle related equipment may require a pre-award meeting and/or demonstration to verify the low bidder's compliance with the specifications.

135 Service Request Procedures & Preparation

The Service Requisition Preparation Procedures describes the steps required to initiate a requisition for services, and what information is needed, when the award **can be based entirely on cost**, and functional performance specifications can be developed, for example, janitorial services, equipment maintenance, etc.

Services which require **analysis of qualitative criteria (consideration other than just low complying bid)** to determine vendor award should follow the procedures listed under "Request for Proposal Procedures", Reference Section 1300.

A Purchase Requisition for the services to be purchased is prepared (Reference BAS Procedures, Section 3) at least 60 days prior to the required start date and may include any or all information noted below. Note: Services, such as equipment or software maintenance, commence after acceptance and expiration of warranty.

135.1 Guidelines for Forwarding Service Requests to Purchasing

A requisition along with any applicable documentation should be submitted to Purchasing when the service meets one or more of the following criteria:

- The cost of the service will exceed \$5,000 per occurrence or for the period of service (monthly, annually, etc.). **Note: for professional services (consulting, architectural & engineering services, etc.) refer to the Request for Proposal Procedures.**
- Refer to "Will Not Do List" for any exceptions.
- The service exposes the County to a higher level of risk than usual; i.e. hazardous materials removal, equipment installation, etc.
- The service requires signing an agreement/contact and/or requires contractual language be negotiated; i.e. termination clauses, renewal clauses, appropriation clauses, etc.
- The service requires acceptance of equipment or software prior to payment or commencement of warranty.
- The service requires deliverables; i.e. submission of reports, findings, etc., which must be approved by the user department prior to payment.
- The services require a "turnkey" application where the combined skills of more than one vendor are required; for example - consulting services vendor and hardware vendor.

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- You are unable to define the requirements to any extent and are only providing an overview and/or the end result desired.
- Assistance is needed to improve the selection procedures, assure the use of proper evaluation criteria and the proper acquisition method.
- If the service is used by or has the potential to be used by more than one County department and/or is a multi-year contract or a contract that has the potential for contract extension, administrative overhead may be reduced; i.e. letting of one versus multiple bids, administrative of one versus multiple contracts, etc.

135.2 Specifications for a Service Requisition

The Service Requirements (Scope), including relevant specifications, required activities and time frames are prepared and entered in the complete description section of the Purchase Requisition or attached to the Purchase Requisition (Reference BAS Procedures, Sections 2 & 3). Note: If possible, please forward the specifications, etc. via a diskette or thru E-mail.

All service requirements should be thoroughly reviewed and must be in final form prior to submission to the Purchasing Division.

135.3 Insurance Requirements

In some cases, it may be necessary for the vendor to provide a Certificate of Insurance prior to the commencement of work. Any requirements for insurance should be included in the specifications. The contract/purchase orders should not be released until such time as a properly completed certificate is received and approved by the Risk Manager.

The Risk Manager will then monitor the coverage to be sure it is maintained until completion of the work. Therefore, any changes made to the terms of the contract which may affect the insurance should be reported to the Risk Manager so that appropriate action can be taken. If Purchasing handled the procurement process, they should be contacted as well.

135.4 Additional Information to be Included

The following supplemental information must be included with every service requisition:

- a) Names and addresses of any prospective contractors; (if known).
- b) The estimated cost for the services being requisitioned.
- c) The term of the contract, i.e., start and end dates, for example, for the period 1/1/00 - 12/31/00 or all work to be completed within 90 days from commencement.
- d) A detailed description of the services required.
- e) If the services are for equipment maintenance, list on the requisition the following: serial number, brand and model number, location and required start date or period of coverage and estimated annual usage if applicable (copiers and fax).
- f) Departments and/or Purchasing may wish to pre-determine if a service agreement or a Time & Materials basis is most cost effective.

Sometimes the cost effectiveness of choosing an annual agreement over a Time & Materials agreement cannot be determined until after bid results are received.

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However, departments should have a pre-determined "break even" point established prior to bid opening.

140 Continuation of Service

This section describes the steps required to continue a service which a Department currently receives:

1. Notify Purchasing
A minimum of **ninety (90) days prior to the expiration of a service**, the Department must notify the Purchasing Division of their need to have a service continued or discontinued (many contracts require 90 day notification of cancellation). If the service is pre-paid annually in advance, a requisition must also be submitted.
2. Changes From Original
Departments must indicate if there are any changes from the original requirements, i.e., scope, volume, time period, specifications, etc.
3. Contract Extension
Many County contracts can allow for the original service period plus up to two one-year extensions. The maximum allowed extension is governed by the original bid specification. If the vendor has an extension clause in their service contract, the Department indicates whether they wish to continue the service with the existing vendor.
4. Market Research
Market research is then done by Purchasing to determines if the existing price for that type of service is still competitive and if the vendor is willing to extend the contract.
5. Purchase Order/Contract Amendment
If an extension is mutually agreed to, upon receipt of a letter from the vendor confirming the extension, a Purchase Order (and/or change Order) and a contract amendment (if applicable) will be prepared and then released to the department and vendor.

145 Service Contract Administration

Any problems with vendor performance should be thoroughly documented. If the Purchasing Division has procured the services, they will handle all correspondence regarding non-performance issues. This will assure that corrective action is taken and/or that the non-performance is taken into consideration prior to awarding future contracts.

ATTACHMENT X - WDB Personnel Policies and Procedures

The WDB does not directly employ staff.

ATTACHMENT Y - Local Board/One-Stop Operator Agreement

**Note: This contract is currently being routed for signatures.*

**WAUKESHA-OZAUKEE-WASHINGTON WORKFORCE DEVELOPMENT BOARD
Fiscal Agent: WAUKESHA COUNTY**

SERVICE CONTRACT

PY18-19 One-Stop Operator
Contract #: **WIOA-OSO-01**

THIS AGREEMENT made and entered into as of October 1, 2018 by and between Waukesha County, through its Department of Parks and Land Use, as fiscal agent for the Waukesha-Ozaukee-Washington Workforce Development Board (“WOWWDB”), whose business address is 2717 N. Grandview Boulevard, Suite 300, Waukesha, WI 53188, hereinafter referred to as “Fiscal Agent”, and a consortium comprised of Waukesha County, Moraine Park Technical College, Waukesha County Technical College, and Waukesha-Ozaukee-Washington Workforce Development, Inc. (collectively, “OSO Consortium”). Waukesha County, through its Department of Administration, is designated as the “Lead Member” of the OSO Consortium and shall be deemed the “Subrecipient” for the purpose of providing workforce services set forth in this Agreement as authorized under the Workforce Innovation and Opportunity Act of 2014 (“WIOA”).

1. GENERAL CONDITIONS.

1.1 Purpose.

Fiscal Agent does hereby contract with the OSO Consortium for provision of One-Stop Operator Services as set forth in its proposal dated August 28, 2018 (“OSO Services”) for Workforce Development Area 3 (WDA 3) in accordance with the terms and conditions set forth in this Agreement and subject to all of the provisions of WIOA rules and regulations and the availability of funds. The purpose of this Agreement is to describe and formalize the terms and conditions governing the delivery of OSO Services by the OSO Consortium.

The OSO Consortium agrees to perform all services set forth in this Agreement. Fiscal Agent staff reserves the right to review all services and operations carried out by the OSO Consortium.

1.2 Contract Period.

The term of this Agreement shall commence on October 1, 2018 and end on June 30, 2019, and is eligible for three (3) 12-month renewals beginning July 1, 2019 based upon mutual agreement of the parties, funding availability, contract compliance, and performance achievement. Procurement for this Agreement was conducted in the spring of 2018.

1.3 Contract Amount.

This is a cost reimbursement contact. The initial award under this Agreement shall not exceed \$4,000.00. Payments by Fiscal Agent shall be based on invoices submitted by the OSO Consortium to Fiscal Agent.

Fiscal Agent reserves the right to adjust the contract amount, upon notice, to reflect changes in fund availability, service needs, and/or WIOA Regulations.

1.4 Persons Responsible for Contract Administration.

- A. For the OSO Consortium, Beth Norris, Job Center Coordinator, shall be responsible for administration of this Agreement. Her contact information is:
(262) 695-8056, bnorris1@wctc.edu
Office Address: 892 Main Street, Suite A, Pewaukee, WI 53072
- B. For Fiscal Agent, Laura Catherman, Workforce Development Board Director, shall be responsible for administration of this Agreement. Her contact information is:
(262) 409-2647, lcatherman@waukeshacounty.gov
Office Address: 2717 N Grandview Boulevard, Suite 300, Waukesha, WI 53188

1.5 Oversight.

The OSO Consortium will report to and be overseen by the WOWWDB and Fiscal Agent. The OSO Consortium must openly and immediately communicate to the WOWWDB Director any challenges or problems faced by the OSO Consortium related to service delivery or the coordination of service delivery throughout WDA 3 that will adversely affect the OSO Consortium's performance of this Agreement or the WOWWDB's ability to meet federal or state requirements.

1.6 Entire Agreement.

It is understood and agreed that this written document constitutes the entire scope of the agreement between the OSO Consortium and Fiscal Agent with respect to the provision of OSO Services, and all previous communications between the parties, whether oral or written, are void and superseded.

2. AUDIT AND FINANCIAL CONTROLS.

2.1 Audit.

- A. Lead Member on behalf of the OSO Consortium will have a single or program audit performed by a qualified independent auditor at least annually. The standards for the annual audits vary by type of agency as directed by federal regulations. The audit must comply with 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requiriemets for Federal Awards (2 CFR Part §200).
- B. Lead Member shall supply Fiscal Agent with a final copy of their most recent audit within **thirty (30) calendar days** of signing this Agreement.
- C. When a new audit is conducted, Lead Member will provide a final copy of the new report within thirty (30) days of its receipt. If Fiscal Agent does not receive the audit report, a letter requesting compliance will be sent and Lead Member will have **ten (10) working days** to submit the report to Fiscal Agent. Failure to have the most current audit report on file with Fiscal Agent could result in payments to the OSO Consortium being suspended until compliance is achieved or this contact may be cancelled.

2.2 Financial Controls.

- A. The Lead Member, on behalf of the OSO Consortium, shall be responsible for implementing procedures and internal financial controls governing the management and utilization of funds

provided hereunder. The procedures and financial controls must be established pursuant to Generally Accepted Accounting Principles (GAAP).

- B. Lead Member shall maintain a uniform double entry accounting system and a management information system compatible with cost accounting, fiscal management, and internal control systems.
- C. If the OSO Consortium obtains services for any part of this Agreement from another vendor, the OSO Consortium is responsible for fulfillment of the terms of this Agreement and shall give prior written notification of such to Fiscal Agent for approval.
- D. The Lead Member, on behalf of the OSO Consortium, will maintain separate accounting records for all funds expended under this Agreement to ensure compliance with all federal and state laws and to ensure that the funds have not been unlawfully spent. All expenditures must be allowable, allocable, necessary and reasonable for proper and efficient operation of the program under the appropriate funding source administered.
- E. The Lead Member will make available to the Fiscal Agent all accounting records for review upon request for examination, audit, or for the making of excerpts or copies of such records for the purpose of determining compliance with all applicable rules and regulations and provisions of this Agreement.
- F. The parties agree that any loss or expense including costs and attorney fees imposed by law will be allocated to the OSO Consortium member responsible for the office, employee or agency whose actions caused the loss or expense.
- G. When a fiscal or special audit determines that the OSO Consortium or one of its members has expended funds which are questioned under the criteria set forth, the Lead Member will be notified and given the opportunity to justify questioned expenditures prior to the final determination of disallowed costs. The member or members of the OSO Consortium responsible for the disallowed costs will be responsible for the repayment of any and all disallowed costs attributable to them.
- H. If the OSO Consortium incurs costs which benefit more than one fund source and the costs are not readily assignable to the benefiting fund source, the Lead Member must develop a cost allocation plan to assign the cost to the benefiting fund source.
- I. 2 CFR Part §200 should serve as a basis for the cost allocation plans and shared costs should be allocated to Federal, State, and local programs consistently.
- J. The OSO Consortium does not have a Federally-approved Indirect Cost Rate; therefore, the OSO Consortium is authorized, as allowed in WIOA, to utilize the 10% administrative rate to recover allowable administrative costs.
- K. Indirect cost rates are subject to review by Fiscal Agent and the Wisconsin Department of Workforce Development (DWD). See also 2 CFR 200.414, Indirect (F and A) Costs for additional guidance.

2.3 Interest & Program Income.

- A. The OSO Consortium should not leave cash resulting from earned program income sitting idle in a bank account. Cash on hand should be limited to the amount needed for immediate disbursement.

- B. Program income earned on WIOA Title I programs, which include WIOA Adult, WIOA Youth, WIOA Dislocated Worker funding streams, can be expended as program income.

3. NON-DISCRIMINATION, AFFIRMATIVE ACTION AND CIVIL RIGHTS COMPLIANCE.

3.1 The Subrecipient, and each OSO Consortium member for itself, agrees to the following provisions as a condition to the award of financial assistance from United States Department of Labor (DOL) under Title I WIOA. The Subrecipient, on behalf of the OSO Consortium, assures that it will comply fully with the nondiscrimination and EO provision of the following laws:

- A. Section 188 of the WIOA prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I – financially assisted program or activity. The OSO Consortium understands that the United States has the right to seek judicial enforcement of this assurance.

This covers eligibility for and access to service delivery, and treatment in all programs and activities. Employees of the OSO Consortium members are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.

- B. Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color, and national origin.
- C. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against qualified individuals with disabilities.
- D. The Age Discrimination Act of 1975, as amended, prohibits discrimination on the basis of age.
- E. Title IX of the Education Amendments of 1972, as amended, prohibits discrimination on the basis of sex in educational programs.
- F. The Subrecipient, on behalf of the OSO Consortium, also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the OSO Consortium's operation of the WIOA Title I – financially assisted programs.

3.2 Equal Employment Opportunity.

- A. The OSO Consortium will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The OSO Consortium will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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. The OSO Consortium agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The OSO Consortium will, in all solicitations or advertisements for employees placed by or on behalf of the OSO Consortium, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The OSO Consortium will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the OSO Consortium's legal duty to furnish information.
- D. The OSO Consortium members will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The OSO Consortium members will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The OSO Consortium members will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of an OSO Consortium member's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the OSO Consortium member may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The OSO Consortium members will include the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The OSO Consortium members will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the OSO Consortium member becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction, the OSO Consortium member may request the United States to enter into such litigation to protect the interests of the United States.

3.3 Affirmative Action Plan.

The OSO Consortium members must have a written Affirmative Action Plan that complies with federal and state laws and regulations. The OSO Consortium member's Affirmative Action Plan must be submitted within thirty (30) calendar days of WC requesting the agency's plan. The Affirmative Action Plan shall meet the minimum requirements specified in section 50.05 of the Wisconsin Administrative Code.

3.4 Compliance.

- A. Fiscal Agent will take constructive steps to ensure the OSO Consortium complies with all non-discrimination, affirmative action and civil rights laws and regulations. The OSO Consortium agrees to comply with Civil Rights monitoring reviews performed by Fiscal Agent, including the examination of records and relevant files maintained by the OSO Consortium. The OSO Consortium further agrees to cooperate with Fiscal Agent in developing, implementing, and monitoring corrective action plans that result from any reviews.
- B. Failure to comply with the above nondiscrimination and equal opportunity provisions will require corrective actions to eliminate violations to be submitted to Fiscal Agent within fifteen (15) working days or the offending OSO Consortium member may incur sanctions. Sanctions may include: 1) withholding of reimbursable payments submitted to Lead Member or 2) termination of contract.

4. OTHER ASSURANCES AND REQUIREMENTS.

The OSO Consortium shall comply with the requirements listed below:

4.1 Intellectual Property Rights.

The OSO Consortium stipulates that the Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a sub-grant or contract under the grant or sub-grant; and ii) any rights of copyright to which the grantee, sub-grantee or a Subrecipient purchases ownership under an award (including but limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. Additionally and as applicable, the following needs to be on all products developed in whole or in part with grant funds:

This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official positions of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for commercial use is permissible. All others uses require the authorization of the copyright owner.

4.1 Transparency Act.

2 CFR Part 170, Appendix A lists the reporting requirements for the Transparency Act. Workforce Development Boards are required to report the names and total compensation of each of the sub-recipients five most highly compensated executives for the most recent fiscal year. Lead Member agrees to complete **Attachment 7, Summary Compensation Table within 30 days of receipt to comply with Transparency Act regulations.**

4.2 ACORN Prohibition.

The OSO Consortium agrees that no direct or indirect funding received under this Agreement will be provided to the Association of Community Organizations for Reform Now (“ACORN”) or any of its subsidiaries through Federal Grantees or Contractors.

4.3 Special Requirements for Conferences and Conference Space.

OSO Consortium members must obtain prior approval from Fiscal Agent before holding or attending any conference (which includes meeting, retreat, seminar, symposium, training activity, or similar event held in either Federal or non-Federal space), or any activity related to holding a conference, including, but limited to, obligating or expending contracted funds, signing contracts for space or services, announcing Fiscal Agent's or DWD's involvement in any conference, and using Fiscal Agent's, WOWWDB's, or DWD's name or logo. Fiscal Agent retains the right to obtain information from the OSO Consortium member about the conference that is funded in whole or in part with WIOA Title 1 Funds.

4.4 Seat Belts.

Pursuant to Executive Order (EO) 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, recipients and sub-recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned, rented, or personally owned.

4.5 Text Messaging While Driving.

Executive Order 13513: Sec 4, Text Messaging while Driving by Government Contractors, Sub-Contractors, Recipients and Sub-recipients. Contractors, Sub-contractors, Recipients, and Sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving any vehicle when on official Government business or when performing any work on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order.

4.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Subrecipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier to the non-Federal award.

4.7 Americans with Disabilities.

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and state and local governments, except public transportation services.

4.8 Clean Air Act (U.S.C. 7401-7671a.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

4.9 Breach Not Waiver.

A failure to exercise any right, or a delay in exercising any right, power or remedy hereunder on the part of either party shall not operate as a waiver thereof. Any express waiver shall be in writing and shall not affect any event or default other than the event or default specified in such waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The making of any payment to the Subrecipient under this Agreement shall not constitute a waiver of default, evidence of proper contract performance, or acceptance of any defective item or work furnished by the Subrecipient.

4.10 Criminal Provisions

Any officer, director, agent or employee of any organization receiving DET funds who commits any of the following acts shall be prosecuted to the full extent of the law:

- A. Enrollment of ineligible. Knowingly hiring or enrolling an ineligible individual;
- B. Misapplication or Theft of Funds. Embezzling, willfully misapplying, stealing, or obtaining by fraud any money, funds, assets or property that is funded by a DET grant;
- C. Inducements or Threats. Inducing another person to give up money or something of value to a person or grantee agency by threat of dismissal or refusal to renew an employment grant in connection with DET-funded grants;
- D. Obstructing or Impeding Investigations or Inquiries. Willfully obstructing or impeding (or attempting to obstruct or impede) an investigation or inquiry into activities relating to DET-funded grants when those activities are alleged to be criminal or a violation of the regulations in this document;
- E. Promising Special Consideration. Directly or indirectly promising any employment, position, compensation, contract, appointment or other benefit involving DET funds as special consideration, favor or reward for any political activity; or
- F. Coercion. Coercing another individual into making a political contribution by denying (or threatening to deny) employment or benefits under a DET-funded grant.

4.11 Child Labor Laws.

The OSO Consortium shall comply with applicable federal, state and local child labor laws.

4.12 Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion.

- A. The parties mutually agree and certify to comply with the provisions of Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (Pages 19160-19211).
- B. Lead Member stipulates to the provision regarding debarment, suspension, ineligibility and voluntary exclusion, and will sign and place on file with Fiscal Agent **Attachment 4 – Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion** to this Agreement.

4.13 Certification Regarding Lobbying Activities.

- A. The parties mutually agree to comply with the provisions of Section 1352, title 31, U.S. Code regarding lobbying activities. Specifically, the parties agree that no federally appropriated funds will be used for lobbying activities. The parties further agree that if any other agency funds (non-federal) are used for lobbying activities the agency engaging in lobbying will prepare and submit the Standard Form-LLL, “Disclosure Form to Report Lobbying.”
- B. Lead Member, on behalf of the OSO Consortium, stipulates to the provision regarding lobbying activities, and will sign and place on file with WC **Attachment 5 – Certification Regarding Lobbying Activities** to this agreement.

4.14 Fraud and Abuse.

All sub-recipients of WIOA Title I-B funds, including Local Workforce Development Areas (LWDAs), sub-recipients and service providers must implement policies and procedures to prevent and detect fraud, abuse and criminal activities involving WIOA Adult, Dislocated Worker, and Youth program funds. Additionally, sub-recipients must report allegations, suspicions and complaints of possible fraud, program abuse and criminal activities involving WIOA Title I-B Funds to the U.S. Department of Labor (DOL) Office of Inspector General (OIG).

4.15 Funding or Adverse Interests.

The OSO Consortium agrees as part of this Agreement that during performance of this contract that its members will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is funded by the DWD or has interests that are adverse to the DWD. If there is a conflict of interest, Lead Member shall notify Fiscal Agent. Fiscal Agent will refer this notice from Lead Member to DWD’s Contract Manager. The DWD Contract Manager may waive this provision in writing if the activities of the OSO Consortium will not be adverse to the interests of the DWD.

4.16 Independent Capacity.

- A. The parties hereto agree that the OSO Consortium, its officers, agents, and employees, in the performance of this Agreement, shall act in the capacity of an independent subrecipient and not as an officer, employee, or agent of Fiscal Agent or the State. Each OSO Consortium member agrees to take such steps as may be necessary to ensure that each of its sub-contractors will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of Fiscal Agent or the State.

- B. Lead Member, on behalf of the OSO Consortium, certifies that no relationship exists between the OSO Consortium and Fiscal Agent that interferes with fair competition or is a conflict of interest, and no relationship exists between the OSO Consortium and another person or organization that constitutes a conflict of interest with respect to this Agreement. If there is a conflict of interest, Lead Member shall notify Fiscal Agent. Fiscal Agent will refer this notice to DWD's Contract Manager. The DWD Contract Manager may waive this provision in writing if the activities of OSO Consortium will not be adverse to the interests of the DWD.
- C. The OSO Consortium agrees to comply with the provisions of federal and state laws and regulations regarding actual or potential conflict of interest on the part of the OSO Consortium officials and employees in relationships with any organization or entity which may receive funds from or seek to do business with the OSO Consortium and to prevent the solicitation and/or acceptance of gifts or gratuities in the performance of contractual duties.

4.17 Lawful Responsibilities.

Nothing contained in this Agreement shall be construed to supersede the lawful powers or duties of either party.

4.18 Grievances.

Fiscal Agent shall be notified in writing of all complaints filed in writing against the OSO Consortium or its individual members. The OSO Consortium shall inform Fiscal Agent in writing with their understanding of the resolution of the complaint. The OSO Consortium agrees to cooperate in developing and maintaining procedures for an effective conciliation process to assure that WIOA enrollees are accorded an interview with an impartial staff person designed to air grievances and attempt conciliation so program activities can be utilized by the enrollee.

4.19 Buy-American.

As stated in sec. 502 of WIOA, all funds authorized in Title 1 of WIOA must be expensed in compliance with secs. 8301 through 8303 of the Buy American Act (41 USC 8301-8305).

4.20 Nepotism.

No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

4.21 Mandatory Disclosures.

All WIOA Title 1 recipients of Federal awards must disclose in writing as required at 2 CFR 200.113, in a timely manner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338.

5. CONTRACT MODIFICATION AND/OR TERMINATION.

5.1 Right to Modify or Terminate Contract.

- A. The OSO Consortium agrees to perform all services set forth in this Agreement. Fiscal Agent's staff reserves the right to review all services and operations carried out by the OSO Consortium. Failure to comply with any part of this Agreement, to correct deficiencies in

services and/or to meet performance standards may be considered cause to modify, revise, suspend or terminate this Agreement.

- B. The terms and provisions of this Agreement shall not be changed, modified, amended or terminated orally. No oral statement by any person shall, in any manner or degree, modify or otherwise affect the terms and provisions of the Agreement. Lead Member, on behalf of the OSO Consortium, and Fiscal Agent must agree to any change, revision, modification or amendment to the terms and provisions of this Agreement, by way of a written addendum signed by authorized representatives of both parties, prior to any change becoming effective.
- C. This Agreement is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the DWD shall serve to terminate this Agreement, except as further agreed to by the parties hereto.

5.2 Separability of Provisions.

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected.

5.3 Modification.

- A. In the event that the OSO Consortium fails to fulfill any of the terms or conditions of this Agreement in a timely and diligent manner, as determined by Fiscal Agent, Fiscal Agent reserves the right to reduce the project scope and budget in a manner it solely determines appropriate. Written notification of this action shall be transmitted to Lead Member allowing the OSO Consortium five (5) days to respond.
- B. Modifications to this Agreement will be bilateral in nature except when required by changes in the WIOA or Department of Labor regulations, policies, or funding, or when required by a change in the State or Federal law. Changes must be reasonable and fair within the contemplation of both parties at the time this Agreement was originally entered into and signed. If the OSO Consortium requests additional funding, the Fiscal Agent reserves the right to perform a cost/price analysis to determine that the funding increase is within the scope of the Agreement and that the costs are reasonable and fair.

5.4 Termination.

- A. Either party may terminate this Agreement with thirty (30) days written notice; however, notwithstanding any other right of termination, Fiscal Agent reserves the right to immediately terminate, or reduce in scope, its obligations under this Agreement in the event that sources of funding to Fiscal Agent derived through State or Federal grants or contracts are terminated or reduced.
- B. In the event of termination, Fiscal Agent will only be liable for services rendered by the OSO Consortium through the date of termination. Termination shall not release the OSO Consortium of its obligation to provide contracted services until such services have been properly and appropriately transferred to another service provider. Fiscal Agent shall pay for services delivered by the OSO Consortium until the proper transfer of responsibility occurs.

5.5 Termination for Cause.

If, through any cause, the OSO Consortium fails to fulfill in a timely and proper manner the obligations under this Agreement, or if the OSO Consortium violates any of the provisions or

stipulations of this Agreement, Fiscal Agent shall have the right to terminate the Agreement by giving written notice to the Lead Member of such termination at least ten (10) days prior to the effective date of termination. In such event, any and all finished and unfinished documents, data and reports prepared by the OSO Consortium under this Agreement will, at the option of Fiscal Agent, become the property of Fiscal Agent. The OSO Consortium will be entitled to receive just and equitable compensation for any work satisfactorily completed under this Agreement.

Notwithstanding the above, the OSO Consortium will not be relieved of liability to Fiscal Agent through any breach of this Agreement by the OSO Consortium. In the event of breach of this Agreement the OSO Consortium shall be entitled to receive compensation for any payments owed under this Agreement only for deliverables that have been approved and accepted by Fiscal Agent. Fiscal Agent may withhold payments to the OSO Consortium for the purpose of setoff, until such time as the exact amount of damages is determined.

5.6 Assignment Prohibited.

The OSO Consortium shall not have the right or power to assign, subcontract, or transfer any duties or interest in this Agreement, unless such assignment is authorized by Fiscal Agent in writing.

5.7 Subcontracting.

Subcontracting of any provision of this Agreement is not allowed except with the written approval of Fiscal Agent.

5.8 Renegotiation.

This Agreement or any part thereof may be renegotiated in the case of 1) increased or decreased volume of services; 2) changes required by federal or state laws or regulations or court action; or, 3) monies available affecting the substance of this Agreement.

5.9 Resolution of Disputes.

The parties agree that any dispute, of any nature whatsoever, arising between the parties, during the term of this Agreement shall be resolved through negotiation between the parties. If negotiated settlement cannot be reached within thirty (30) days of issue identification, the matter will be referred to the Fiscal Agent and DWD grievance process. If the grievance process does not resolve the dispute, the parties, the parties may pursue any other remedy available to them at law or in equity.

5.10 Transition Upon End of Contract.

- A. In the event that this Agreement is terminated or not renewed, by either party, the Fiscal Agent and the OSO Consortium agree to cooperate in transitioning services provided under this Agreement to another provider designated by Fiscal Agent.
- B. Fiscal Agent, if and when it determines that termination of this Agreement is necessary, shall take possession of all documents associated with this Agreement and services provided in accordance with this Agreement. The OSO Consortium will not be relieved of any liability to Fiscal Agent due to breach of this Agreement.

6. INDEMNITY AND INSURANCE.

6.1 Indemnification.

To the extent permitted by law, each OSO Consortium member agrees that it will at all times during the term of this Agreement indemnify, save, keep harmless and defend WOWWDB, Fiscal Agent, and their directors, officers, agents, and employees (“Indemnified Parties”) against any and all loss, damages, injuries, liability claims, and costs or expenses of whatsoever kind and nature, including attorney’s fees, which the Indemnified Parties may sustain, incur or be required to pay, resulting from injury to or death of any person or persons, and for loss or damage to any property (technical or otherwise) occurring in connection with, in any way incident to, or otherwise arising out any services, operations, or performance of work in connection with this Agreement, resulting in whole or part from the negligent acts or omissions of the OSO Consortium member, and its employees, agents, or representatives.

UNLESS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

Notwithstanding the foregoing, neither this indemnification provision nor anything else in this Agreement shall be construed in any way to constitute a waiver of any immunity, liability limitation on the amount recoverable, or other protections available to an OSO Consortium member under Wis. Stat. § 893.80 or any other applicable statute or law.

6.2 Insurance Coverage.

Lead Member agrees, throughout the term of this Agreement, to maintain and keep in force, at its own expense, comprehensive insurance coverage issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. Unless otherwise specified in Wisconsin Statutes, the types of insurance coverage and minimum amounts shall be as follows:

- A. Worker’s Compensation – Maintain statutory limits as required by Wisconsin Statutes, for all employees engaged in the work.
- B. Comprehensive General Liability – Maintain commercial liability, bodily injury and property damage insurance against any claim(s), which might occur in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including product liability and completed operations.
- C. Auto Liability – Maintain motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- D. Public Officials Errors & Omissions Liability – Maintain minimum coverage amount of \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year.
- E. Public Employee Dishonesty Coverage - \$100,000 per occurrence, \$400,000 excess per employee.
- F. Umbrella Liability – Maintain minimum coverage amount of \$1,000,000.

- F. State Unemployment Insurance – Maintain UI coverage as required by Wisconsin Statutes for all employees engaged in the work or self-insure the exposure as allowed by state statute.
- G. A certificate of insurance shall be supplied to Fiscal Agent upon request.

6.3 Cancellation of Insurance.

Cancellation, non-renewal or expiration of insurance or reduction of coverage, by Lead Member, prior to expiration of this Agreement will constitute an automatic termination unless other or additional insurance is obtained to cover the risks as herein required.

7. RECORDS.

- 7.1 Lead Member, on behalf of the OSO Consortium, shall prepare and maintain such records and financial statements as required by federal and state laws, rules and regulations, and Fiscal Agent policies. All records shall be maintained in accordance with established professional standards and applicable rules, and regulations. These records shall be accurate, legible and safeguarded against loss, destruction or unauthorized use and shall remain confidential as required by federal and state law.
- 7.2 Lead Member, on behalf of the OSO Consortium, agrees to allow and make available to Fiscal Agent, the Secretary of Labor and the Comptroller General of the United States, DWD/DET, or any of their duly authorized agents or representatives; during normal business hours, access to its premises and records to inspect, audit, monitor, examine, or copy individual records pertaining to this Agreement, or otherwise evaluate the performance of the OSO Consortium. In the event access is requested, Lead Member shall make staff available to assist in the audit or inspection effort and provide adequate space on the premises to reasonably accommodate personnel. All inspections and audits will be conducted in a manner that will not unduly interfere with the performance of the Lead Member's activities.
- 7.3 The use or disclosure by any party of any information concerning eligible clients who receive services from the OSO Consortium for any purpose not connected with the administration of the OSO Consortium's or Fiscal Agent's responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- 7.4 Lead Member agrees to maintain and preserve its client, employee, accounting and other financial management records pertaining to this Agreement in a form and manner consistent with all applicable federal and state laws and principles of proper accounting and financial management.
- 7.5 All records pertinent to this Agreement, including financial, participant, statistical, audit and property, and supporting documentation, shall be retained for a period of seven (7) years from the date of final payment of the Agreement or until all audits are complete and findings on all claims have been finally resolved, whichever is the longer period of time. If the OSO Consortium is not able to retain the necessary records, such records shall be transferred to Fiscal Agent. Such records shall be transmitted to Fiscal Agent for acceptance in an acceptable condition for storage.

8. RECORDKEEPING AND REPORTING.

- 8.1 Reports Preparation and Submission.

- A. Relating to delivery of services under this Agreement, Lead Member on behalf of the OSO Consortium agrees to generate accurate and timely information and submit periodic reports to Fiscal Agent that will include, but not be limited, to the following:
 - 1. Financial Information Reports
 - 2. Invoices
 - 3. Quarterly Reports

8.3 Invoicing Procedures.

- A. All payments made by Fiscal Agent to the OSO Consortium for services rendered under this Agreement are subject to the availability of funds.
- B. Fiscal Agent shall reimburse the OSO Consortium for services rendered on a cost reimbursement basis. Monthly invoices (requests for payment) shall be received by Fiscal Agent **no later than the fifteenth (15th) working day** following the end of the reportable month. Lead Member, on behalf of the OSO Consortium, shall submit monthly invoices, using the Fiscal Agent authorized form. Lead Member shall submit the invoice specifying the total amount of the reimbursement requested. Fiscal Agent will forward an excel version of the WIOA Fillable Invoice which is the approved form and which is to be completed for reimbursement of contract costs. Fiscal Agent will make payment based on actual expenditures.
- C. Lead Member shall send monthly invoices to:

Laura Catherman
Workforce Development Board Director
lcatherman@waukeshacounty.gov
- D. The OSO Consortium shall maintain clearly identifiable and readily accessible source documentation for all personnel expenditures associated with delivery of services under this Agreement. **Attachment 2 – Budget Plan** to this Agreement, must be prepared and maintained current for all personnel receiving reimbursement under this Agreement. Upon request, Lead Member, on behalf of the OSO Consortium, shall furnish to Fiscal Agent payroll records, timesheets and other staff related information as requested by Fiscal Agent.
- E. The OSO Consortium shall maintain clearly identifiable and readily accessible source documentation for all costs supported by properly executed payments to clients including but not limited to time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the services provided. **Attachment 2 – Budget Plan** to this Agreement, must be prepared and maintained current for all line item expenditures reimbursable under this Agreement.
- F. Fiscal Agent shall not be responsible for the payment of any invoices of the OSO Consortium if the invoice document is not received or properly documented within **thirty (30) calendar days** of the reportable period.

8.4 Direct Costs.

The OSO Consortium will use the direct cost method for charging against contract funds for actual and not budgeted amounts according to activities and services provided.

8.5 Disallowed Cost.

- A. Fiscal Agent reserves the right to disallow any costs for which documentation is unclear, inadequate and/or missing. Fiscal Agent reserves the right to disallow any costs for activities/services that are not in compliance to WIOA program and administrative rules and regulations, including those developed and disseminated by Fiscal Agent and the Wisconsin Department of Workforce Development.
- B. If Fiscal Agent questions any cost contained on the monthly invoice, Fiscal Agent shall request Lead Member to clarify or correct the invoice. Lead Member shall have **five (5) working days** to submit an amended invoice and supporting source documentation. If the issue is not resolved, Fiscal Agent may withhold further payments until the appropriate documentation has been received and/or initiate corrective action it deems appropriate in accordance with the terms of this Agreement.
- C. If Fiscal Agent pays an expense authorized by OSO Consortium, whether the payment is to the OSO Consortium or an eligible client or vendor, that is later determined by DOL, DWD or some other appropriate authority to be disallowed, the OSO Consortium member responsible for the expense will be required to reimburse Fiscal Agent the full amount of that expense.

8.6 Final Billing.

- A. Lead Member, on behalf of the OSO Consortium, will submit a final invoice to Fiscal Agent within **forty-five (45) calendar days** of the end date of this Agreement. Failure to submit the final invoice within the required timeframe and/or in the proper format may result in Fiscal Agent withholding the payment.
- B. Fiscal Agent shall not be responsible for payment of any invoices of OSO Consortium if the final invoice document has not been received within the **forty-five (45) calendar day** grant closeout period except in situations where there is an unresolved, open grievance.

8.7 Other Reporting Provisions.

- A. Late and Inaccurate Reports.

If required reports, including the closeout package, are not accurate or are not submitted in a timely manner, Fiscal Agent may withhold payment of the OSO Consortium's incurred costs under the current grant or subsequent active grants until the required reports are submitted.

- B. Additional Reports.

The OSO Consortium may be required to supply additional reports at the request of Fiscal Agent. Such reports may include, but are not limited to, quarterly comparison of actual versus budget amounts per line item category, and/or other reports determine needed and appropriate for performance and financial management.

- C. Monitoring.

- 1. On-Site Monitoring Visits.

- a. Fiscal Agent management staff will conduct on-site monitoring visits during the term of this Agreement to assess and determine general compliance, performance, and fiscal accountability. On-site monitoring may include interviews with OSO

Consortium management and field staff and an examination of OSO Consortium member files and records. Job Center partners and staff may also be interviewed.

- b. Any findings that require immediate attention will be reported to Lead Member immediately in writing following the on-site monitoring. Lead Member, on behalf of the OSO Consortium, shall respond, within **fifteen (15) working days** of receipt of the written monitoring report, identifying any follow-up action to be taken to correct deficiencies. The OSO Consortium is required to provide corrective action for any finding or serious deficiency.
- c. Fiscal Agent written on-site monitoring reports and the OSO Consortium's response will be forwarded to the Director and may reviewed with the WOWWDB.

9. OTHER RESPONSIBILITIES OF THE PARTIES.

9.2 Bonuses to Employees.

Lead Member will provide Fiscal Agent with a copy of Lead Member's policies on bonuses to their employees. Policies related to bonuses must be submitted to Fiscal Agent for approval **within thirty (30) calendar days** of the date Lead Member signs this Agreement on behalf of the OSO Consortium.

9.3 Network Security.

- A. The OSO Consortium shall assure adequate security for its network resources and that such security complies with standards set forth by DWD and Fiscal Agent. The OSO Consortium shall permit authorized federal and state personnel to make on-site inspections to ensure network security and client confidentiality requirements of federal and/or state regulations are being met.

10. SERVICES TO BE PROVIDED.

10.1 Services.

Subject to the terms and conditions set forth in WIOA, Fiscal Agent agrees to contract with the OSO Consortium, to serve as One-Stop-Operator in accordance with the services listed in **Attachment 1 – Service Delivery Narrative** of this Agreement.

10.2 Compliance with Applicable WIOA Rule and Regulations.

- A. This Agreement is subject to the terms and conditions set forth in the WIOA rules and regulations, as they may be amended from time to time. The OSO Consortium agrees that, in carrying out the terms of this Agreement, it will comply with any and all applicable provisions of federal WIOA laws, rules and regulations.
- B. The OSO Consortium agrees to adhere to the Office of Management and Budgets (OMBs) final guidance on Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 Code of Federal Regulations Part 200 (otherwise known as Uniform Guidance), including the Department of Labor exceptions codified at 2 CFR Part 2900, which supersedes the requirements from OMB Circulars A-21, A-87, A-110, and A-122; Circulars A-89, A-102, and A-133, 29 CFR Parts 95, 96, 97, and 99, and the guidance in Circular A-50 on Single Audit Act follow-up unless different provisions are required by statute or approved OMB.

- C. The OSO Consortium stipulates that it will adhere to Wisconsin Statutes and applicable state requirements including, but not limited to, Wisconsin Department of Workforce Development (DWD) Administrative Rules and DWD’s Division of Employment and Training (DET) Policies and Procedures, Manual (AWP PPM), which can be found on the DWD website.
- D. The OSO Consortium further agrees to comply with all Fiscal Agent policies and procedures and any and all terms and conditions of Fiscal Agent’s contract with DWD, if any..
- E. The OSO Consortium agrees to utilize reasonable procedures and security mechanisms to prevent unauthorized access to or disclosure of workforce information.
- F. The OSO Consortium agrees to adhere with all American Job Center Network branding requirements set forth in the WIOA and state rules and regulations.

10.3 Performance and Participation Standards.

- A. Applicable performance outcomes are listed in the **Attachment 1 – Service Delivery Narrative** of this Agreement.
- B. Achievement of performance standards will be evaluated for demonstrated effectiveness and will be used by the Fiscal Agent as criteria for further funding considerations.

11. SIGNATURES.

The parties hereto agree that the OSO Consortium shall provide services in accordance with this Agreement. In consideration for the services to be provided, the OSO Consortium shall be entitled to reimbursement not to exceed the total amount stated in Section 1.3. This Agreement is the entire agreement between the parties hereto and may be amended only in writing signed by Fiscal Agent and Lead Member.

For the OSO Consortium by Waukesha County as Lead Member:

Signature: _____
 Printed Name: Norman C. Cummings
 Title: Waukesha County Director of Administration
 Date Signed: _____

For Waukesha County as Fiscal Agent for the Waukesha-Ozaukee-Washington Workforce Development Board:

Signature: _____
 PrintedName: Dale Shaver
 Title: Waukesha County Director of Parks and Land Use
 Date Signed: _____

Attachment 1 – Service Delivery Narrative

1. WIOA SERVICE DELIVERY REQUIREMENTS.

1.1 Summary.

A consortium comprised of Waukesha County, Moraine Park Technical College, Waukesha County Technical College, and Waukesha-Ozaukee-Washington Workforce Development, Inc. (collectively, “OSO Consortium”) will serve as One-Stop Operator (OSO) for Workforce Development Area 3. The OSO Consortium will coordinate the service delivery among partner agencies in the one-stop centers.

1.2 Services.

The OSO Consortium will:

- A. Coordinate and convene quarterly meetings of one-stop partners across all three centers to optimize service delivery.
- B. Assist the board in facilitating the memorandum of understanding for each Workforce Development Center.
- C. Assist the board in ensuring all one-stop partners adhere to the American Job Center branding requirements through quarterly monitoring and staff education.
- D. Assist the board in ensuring that each Workforce Development Center meets one-stop certification requirements.
- E. Provide quarterly updates to the board and, if requested, present updates to the board at board meetings.

1.2 Service Delivery Locations.

A. Job Center Location(s).

The OSO Consortium shall provide services outlined in this Agreement at the following job centers:

Comprehensive Job Centers:

Waukesha County Workforce Development Center, 892 Main Street, Pewaukee, WI 53072

Washington County Workforce Development Center, 2200 Green Tree Road, West Bend, WI 53090

Affiliate Job Centers:

Ozaukee County Workforce Development Center, 5555 Highland Road, Mequon, WI 53092

4. Performance.

4.1 Corrective Actions.

Waukesha County as Fiscal Agent to the Waukesha-Ozaukee-Washington Workforce Development Board (“Fiscal Agent”) will monitor the achievement of activities of this Agreement. If outcomes are not met, the OSO Consortium will be required to submit a corrective action plan to Fiscal Agent that will outline steps to be taken by the OSO Consortium to remedy the outcome deficiency.

5. Other Service Delivery Responsibilities.

5.1 Problem and Issue Resolution.

Problems or issues related to service delivery should routinely be handled by the OSO Consortium consistent with the Waukesha-Ozaukee-Washington Workforce Development Board (“WOWWDB”) policies and procedures. The OSO Consortium should anticipate, to the extent possible, service delivery problems or issues, and resolve the item immediately whenever possible. The OSO Consortium shall review service delivery problems or issues regularly with staff, and discuss and implement acceptable solutions. The WOWWDB Director will be available to provide guidance and assist in the resolution of any service delivery problem or issue.

5.2 Customer Service.

The OSO Consortium shall be polite and diplomatic in any and all interaction with clients utilizing workforce and job center services. The OSO Consortium shall provide training on customer service techniques and standards as necessary.

5.3 Compliance with WOWWDB Policies and Regulations.

The OSO Consortium shall observe and comply with all regulations and policies of the WOWWDB.

5.4 Customer Satisfaction.

WOWWDB is committed to providing WIOA services to the complete and full satisfaction of all participants. Customer opinions about the services received shall be actively solicited by WOWWDB, with the full cooperation and participation of the OSO Consortium.

5.5 Meetings Between Fiscal Agent and the OSO Consortium.

A. Fiscal Agent personnel shall meet regularly with the OSO Consortium.

Attachment 2 – Budget

One-Stop Operator	
BUDGET	
Supplies	\$2,000.00
Other	\$2,000.00
Total	\$4,000.00

Attachment 4 – Project Budget Summary

Note: Approval of the budget as awarded does not constitute prior approval of those items requiring prior approval, including those items the Federal Awarding agency specifies as requiring prior approval. See § 200.407 and § 2900.16 for more information about prior approval. (See 2 CFR 200.8)

	Funding Request	Applicant Contribution	TOTAL
Personnel	\$0	\$ 8,250 12 hours MOU development, 48 hours Board reporting (dashboard creation) 24 hours partner convening and planning 48 hours job center certification activity	\$8,250
Personnel travel	Not applicable	Not applicable	\$0
Supplies	\$2,000 Convening materials and supplies	\$13,500 is included for center supplies within the current Waukesha center operating budget	\$15,500
Outreach	Not stated purpose within RFP	\$11,000 is included for outreach in current Waukesha center budget	\$11,000
Accommodations Provisions	\$0	Supplies and equipment budget categories within the center’s operating budget can be used for new accommodations as needed.	\$0
Other	\$2,000 Pool for speaker fees, training, and professional development costs	\$20,000 is included in the center operations budget for strategic initiatives, some of which can be leveraged with this as needed.	\$22,000
TOTAL	\$4,000	\$52,750	\$56,750

Attachment 5

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN
INTEGRAL PART OF THE CERTIFICATION**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization

Program(s)

Name of Certifying Official

Title

Signature

Date

Attachment 6

Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization

Program(s)

Name of Certifying Official

Title

Signature

Date

**Attachment 7
Transparency Act
Summary Compensation Table**

The undersigned discloses, to the best of his or her knowledge and belief, that the table completed below represents all total compensation (cash and noncash) earned by the five most highly compensated executives for the most recently completed fiscal year.

(1) Total Compensation includes: Salary and bonuses; awards of stock, stock options and stock appreciation rights (use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (revised 12004) (FAS 123R), Shared base Payments); Earnings for services under non-equity incentive plans (this does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available to all salaried employees); Change in pension value (this is the change in present value of defined benefit and actuarial pension plans); Above Market Earnings on deferred compensation which is not tax-qualified; Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of employee, perquisites or property) for the executive exceeds \$10,000.

Name and principal position	Reporting year	Salary (\$)	Bonus (\$)	Stock Awards (\$)	Option Awards (\$)	Non-equity incentive plan compensation (\$)	Change in pension value and nonqualified deferred compensation earnings (\$)	All other compensation (\$)	Total (\$)
Principal Executive Officer									
PEO Name									
PEO Title									
Principal Financial Officer									
PEO Name									
PEO Title									
Third most highly compensated executive									
Name									
Title									
Fourth most highly compensated executive									
Name									
Title									
Fifth most highly compensated executive									
Name									
Title									

For more information on completing this table, please review the information found at <http://www.cgsh.com/cgsh/SECdeterminationofNamedExecutiveOfficers.pdf>.

Organization	Program(s)
Name of Certifying Official	Title
Signature	Date

Attachment 8

Table: Required Submissions

The following table lists the required information and documents (as identified in this Agreement) that must be submitted to Fiscal Agent. This list is not all inclusive and does not indicate all documents, agreements, records, etc. needed to ensure program and fiscal operations.

Document Name	Submit by:	Complete?
Contract with Signature pages	Within five (5) business days	<input type="checkbox"/> Yes
Employee Responsible for administration of contract:	Submit with signed contract	<input type="checkbox"/> Yes
Name: Address: Telephone: Email address:		
Quarterly Performance Report	Fifteen (15) days after last day of quarter	
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions	Submit with signed Contract	<input type="checkbox"/> Yes
Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements	Submit with signed Contract	<input type="checkbox"/> Yes
Transparency Act Summary Compensation Table	Submit with signed Contract	<input type="checkbox"/> Yes
Affirmative Action Plan	Within 30 days of request	<input type="checkbox"/> Yes
Copy of Employee Bonus Policy	October 31, 2018	<input type="checkbox"/> Yes
Copy of most recent Single or Program audit	October 31, 2018	<input type="checkbox"/> Yes
Updated Budget	Submit with signed Contract	<input type="checkbox"/> Yes

ATTACHMENT Z - Priority of Service to Veterans' Policy

E-9 Veterans and Eligible Spouses Priority of Service

Updates:

12/7/17: Updated for inclusion of local adult program priority language

7/1/2015: Updated for WIOA and AP Priority of Service

4/13/2005: Revised based on Jobs for Veteran's Act

10/2004: First posted

Background: The Jobs for Veteran's Act (JVA) requires that veterans and eligible spouses who meet WIOA eligibility requirements receive priority of services for all WIOA provided services and programs. Veterans and eligible spouses who are in the adult program and are also low income, public assistance recipients or basic skills deficient have highest priority.

Process: Helping veterans obtain training and employment is the responsibility of all Job Center staff and the local Job Center must provide priority of service to all veterans and eligible spouses to ensure that the full range of employment and training services are provided in a comprehensive, customer-driven and seamless manner. This begins as customers enter the WDC and is carried through with all service providers.

Veterans and eligible spouses are to be identified at the point of entry into WIOA services, whether it is in-person or virtual. The point of entry is the point at which the WIOA service provider meets with the applicant to discuss the individual's qualifications for WIOA services. Career planners must ensure that veterans and eligible spouses are aware of and given the opportunity to take full advantage of these rights:

- Their entitlement to priority of service among those who meet the eligibility requirements for WIOA services and programs
- The full array of WIOA employment, training, and placement programs and/or services under priority of service
- Any applicable eligibility requirements for those programs and/or services

WIOA requires that priority of service considerations be factored in at all times and for all service categories, that veterans are given priority over non-covered persons for the receipt of employment, training and placement services and that veterans and eligible spouses are entitled to precedence over non-covered persons for services. This means that a veteran or an eligible spouse either receives access to a service earlier in time than a non-covered person or, if the resource is limited, the veteran or eligible spouse receives access to the service instead of or before the non-covered person. A must be provided to all who meet priority of service outlining their rights.

The following process should be used by all career planners:

- Career planners will present veterans and eligible spouses with the "Priority of Service for Veterans and Eligible Spouses" letter •
- Document on the Adults/Dislocated Workers or Youth Checklist that they have provided this required information to the veteran or eligible spouse

Priority of service also applies to non-veterans who are low income, public assistance recipients or basic skills deficient (see policy E-13). Priority must be provided in the following way:

- To veterans and eligible spouses who are also recipients of public assistance, other low-income individuals or individuals who are basic skills deficient
- To non-covered persons (individuals who are not veterans or eligible spouses) who are recipients of public assistance, other low-income individuals or individuals who are basic skills deficient

- To veterans and eligible spouses who are not included in WIOA's and local priority groups
- Last, to non-covered persons outside the groups listed above

For a service such as classroom training, priority of service applies to the selection procedure, as follows. First, if there is a waiting list for the formation of a training class, priority of service is intended to require a veteran or eligible spouse to go to the top of that list. Second, priority of service applies up to the point at which an individual is both: a) approved for funding; and, b) accepted or enrolled in a training class. Therefore, once a noncovered person has been both approved for funding and accepted/enrolled in a training class, priority of service is not intended to allow a veteran or eligible spouse who is identified subsequently to "bump" the non-covered person from training class.

In addition, Priority of Service banners and/or posters are required to be posted in lobby areas of all WOW Workforce Development Centers.

Definitions:

Veteran means a person who served at least one day in the active military, naval or air service, and who was discharged or released under conditions other than dishonorable. Active service includes full-time Federal service in the National Guard or a Reserve component.

Eligible spouse is defined at section 2(a) of the JVA (38 U.S.C. 4215[a]) means the spouse of any of the following:

1. Any veteran who died of a service-connected disability.
2. Any member of the Armed Forces serving on active duty who, at the time of application for priority, is listed in one or more of the following categories and has been so listed for a total of more than 90 days:
 - a. Missing in action
 - b. Captured in the line of duty by a hostile force; or
 - c. Forcibly detained or interned in the line of duty by a foreign government or power
3. Any veteran who has a total disability resulting from a service-connected disability, as evaluated by the Department of Veterans Affairs; or
4. Any veteran who died while a disability was in existence.

A spouse whose eligibility is derived from a living veteran or service member (i.e., categories 2 or 3 above) would lose his or her eligibility if the veteran or service member were to lose the status that is the basis for the eligibility (e.g. if a veteran with a total service-connected disability were to receive a revised disability rating at a lower level). Similarly, for a spouse whose eligibility is derived from a living veteran or service member, that eligibility would be lost upon divorce from the veteran or service member.

ATTACHMENT AA - Incumbent Worker Training Policy

T-07 Incumbent Worker Training

Board Approved on 3.10.16

Board Approved Updates on 6.15.17; 6.14.18

Purpose

To establish local policy for providing services to incumbent workers under federal and state grants and the Workforce Innovation and Opportunity Act (WIOA) to identify the requirements for One Stop Operators and service providers to adhere to in providing such services to adults, dislocated workers, and youth.

Background

The Incumbent Worker Training (IWT) program provides both employees and businesses with the opportunity to build and maintain a quality workforce. The IWT program can be used to help avert potential layoffs of employees, or to increase the skill level of employees so they can be promoted within the company and create backfill opportunities for the company.

To qualify as an incumbent worker, the employee must:

- be directly employed by the company for a period of no less than 6 months
- be at least 18 years of age,
- work at least 32 hours per week,
- earn an hourly wage above the state minimum wage,
- agree to cooperate with the data collection requirements, and
- meet the Fair Labor Standards Act requirement for an employer-employee relationship.

The training must satisfy the requirements of WIOA and other federal grant regulations and increase the competitiveness of the employee or business. An incumbent worker does not necessarily have to meet the eligibility requirements for career and training services for adults and dislocated workers under this Act.

Policy

The WOW Board supports the use a maximum of 20 percent of the funds allocated under section 133(b) [Adult Employment and Training Activities and Dislocated Worker Funds] to pay for the program cost of providing training through a training program for incumbent workers base upon eligibility [per WIOA section 134 (d)(4)(A)(i)].

Agreements with businesses regarding worker training must be in writing and must ensure that all participants are provided a structured training opportunity by which to gain the knowledge and competencies necessary to retain employment and avoid lay-offs.

Business Eligibility Criteria:

The IWT Program does not limit the kinds of training that businesses may request. Training may include industry or business-specific skills, technical and computer skills, and/or “soft skills,” such as leadership and management training.

An eligible business for the Incumbent Worker Training program must:

- be in continuous operation for the 12 months immediately prior to the application submittal,
- trainings must coincide with the most recently approved WOW WDB Occupations Projections List to demonstrate a link to in-demand occupations found in policy T-02;

- demonstrate training will not only improve the skills of employees but also improve the business's processes and competitiveness and/or avert a layoff,
- demonstrate training will result in an industry recognized certificate or credential,
- agree to cooperate with the data collection requirements, and
- if participated in the past, have a successful history with IWT's and all requirements.

Where a union bargaining agreement exists and is applicable to the training for the employee, the IWT program must not conflict with that agreement. The business must obtain written concurrence of the bargaining unit. Written concurrence must be submitted with the IWT application in order for the contract to be reviewed for approval. Funds provided to businesses for the IWT program must not be used to directly or indirectly assist, promote or deter union organizing.

An IWT contract will only be written with a business that meets the above requirements. IWT program funds are limited, and are therefore awarded as funds are available. The maximum award amount may not exceed \$10,000 per business per program year and the initial training agreement duration may not exceed 16 weeks.

**maximum award may be adjusted based upon funding availability each program year.*

Other factors for consideration when determining eligibility of a business to receive IWT program funds includes:

- the characteristics of the employee participating in the training,
- training is for a group of businesses, but not required,
- training is for a group of employees and not individual training at the business, although number of employees in the company will be taken into consideration,
- training is provided by a registered training provider, but not required,
- training completion will result in a wage increase and/or promotion resulting in an open position, [per WIOA section 134 (d)(4)(A)(ii)], and
- such other factors as the local board may determine to be appropriate, which may benefit levels of those employees (at present and anticipated upon completion of the training), and the existence of other training and advancement opportunities provided by the business [per WIOA section 134 (d)(4)(A)(ii)].

The Governor or State board may also make recommendations to the local board for incumbent worker training that has a statewide impact (per WIOA section 134(d)(4)(A)(iii)).

The training activities for incumbent workers shall be carried out by the Board in conjunction with the businesses or groups of businesses of incumbent workers (which may include businesses in partnership with other entities for the purposes of delivering training) for the purpose of assisting such workers in obtaining the skills necessary to retain employment or avert layoffs [per WIOA section 134(d)(4)(B)].

Businesses Responsibility:

Business(es) must complete an Incumbent Worker Training Program application to be considered for a grant. It is the business's responsibility to submit any changes to the conditions set forth in the application before the start date indicated in a signed contract. Failure to notify Contractor will result in a terminated contract (*see details under early contract termination or abuses*).

IWT program funds will be used to reimburse businesses providing incumbent worker training on a graduated scale based on the size of a business. Such participating employers must pay the remaining

share of the costs not covered by WIOA or other federal grant program funds for providing such training [per WIOA section 134(d)(4)(C)].

The local board shall establish the business’ share of cost, taking into consideration factors such as the number of employees participating in the training, the wage and benefit levels of the employees (at the beginning and anticipated upon completion of the training), the relationship of the training to the competitiveness of the employer and employees, and the availability of other employer-provided training and advancement opportunities [per WIOA section 134(d)(4)(D)(i)].

For business’ share of cost, a sliding scale has been established based on the Wisconsin business size (i.e., not based on nationwide employer size) where the incumbent worker training will be provided and results of the training.

	Reimbursement Based Upon Receiving One or More of the Following: 1) Credential, 2) Wage Increase, and/or 3) Promotion*		
Business Size	1	2	3
<input type="checkbox"/> 100 or Fewer Employees	<input type="checkbox"/> 50%	<input type="checkbox"/> 65%	<input type="checkbox"/> 75%
<input type="checkbox"/> More than 100 Employees	<input type="checkbox"/> 25%	<input type="checkbox"/> 40%	<input type="checkbox"/> 50%

**Promotion that results in an open position to be backfilled.*

Business(es) will keep accurate records of the project's implementation process and certify that all information provided, for the purpose of requesting reimbursements and reporting training activity, is accurate and true, including evidence that the business has paid the training expenses in accordance with the terms of the agreement prior to requesting reimbursement of allowable training costs.

All IWT grants are subject to WIOA and other federal grant reporting requirements and performance standards. The business must submit copies of all credentials, certificates of completion, or other documentation of the employee’s participation within 30 days of the end of training to be considered eligible for reimbursement. Other criteria such as proof of wage increase or promotion that resulted in an open position is required, if applicable.

Restrictions:

Funds provided under WIOA cannot be used to pay the wages of incumbent worker employees during their participant in an economic development activity provided through a statewide workforce development system [per WIOA section 181(b)(1)].

When a relocation of a business results in the loss of employment of any employee of such business, no funds provided for employment training can be used for incumbent worker training until after 120 days has passed since the relocation that caused the loss of employment at an original business location in the United States [per WIOA section 181 (d)(1)].

Funds will not be used to cover training supplies, employer wages, books, etc.

Businesses administering a current Wisconsin Fast Forward and/or Workforce Advancement Training (WATS) grants, or similar grants, are not eligible to receive IWT funds.

An IWT contract to train an employee while employed through a temporary employment agency is not allowed. IWT may be utilized with an established business to train an employee that has been employed by the company for a period of no less than 6 months.

Examples of Acceptable Trainings:

- Training to gain or maintain an industry recognized certificate/credential.
- CD-10 training – training that teaches coding professionals how to become proficient in the ICD-10-CM and ICD-10-PCS coding or other similar systems.
- Training for improved process efficiency as identified by industry professionals.
- Training from a national, regional, or state trade association that offers an independently certified training curriculum and testing.
- Training provided in conjunction with the purchase of a new piece of equipment.
- Upgrade of computer skills (e.g., Microsoft Excel, Access).
- Seminars/workshops/webinars are eligible, however, they must have an assessment or “test” tied to it to be eligible for this program. Businesses must indicate in the application what assessment of skills is included for this type of training to justify it will improve economic competitiveness. Failure to include this may exclude the application from consideration.
- English Language Learning for managers or staff to enable them more effectively communicate with limited English employees.

Examples of Unacceptable Trainings (this is not a definitive list):

- Required/regulatory training – training mandated by any other public agency or department is not eligible. These trainings may include, but are not limited to, EPA, Hazardous Waste, FDA, Workers Compensation, OSHA, etc.
- Training which would result in advanced degrees such as associate, bachelor, master, or doctorate.
- IWT already being reimbursed by another state or federal training program (e.g., Other Workforce Development Boards, National Emergency Grants, etc.).
- Employee travel, food, or lodging costs related to program participation.
- Wages of trainees while being trained.
- Purchases of capital equipment or other durable (long lasting/reusable) training materials/equipment.
- Training in sectarian activities.

Early Contract Terminations and Program Abuses:

Background

The Incumbent Worker Training (IWT) program provides both employees and businesses with the opportunity to build and maintain a quality workforce. The IWT program can be used to help avert potential layoffs of employees, or to increase the skill level of employees so they can be promoted within the company and create backfill opportunities for the company.

Businesses are reimbursed once training is successfully complete and based on attainment of certificate or credential, wage increase, and/or promotion that results in an open position to be backfilled.

IWT Abuses

DOL has an expectation that the Boards put safeguards in place to protect IWT funds from potential abuses by businesses. Abuses could take the form of businesses not screening their employee's appropriately and using the IWT as a screening tool for wage increase or a promotion, as there is little financial impact to the employer with training reimbursement.

In order to be considered for more than one IWT in a fiscal year, businesses cannot have more than two (2) instances of early contract termination. In addition, early termination on the second contract will result in a 25% reimbursement rate reduction from the original reimbursement percent.

Early Contract Termination

A business will be ineligible for additional contracts if within the past two (2) years had two (2) or more of the following occur:

- Not provided verification of certificate or credential, a wage increase, and/or promotion that resulted in an open position as agreed upon in contract.
- Not submitted any changes to the conditions set forth in the IWT application before the start date indicated in a signed contract.
- Terminated contract without just cause.

A business that is determined ineligible will remain so for up to one year from the date of which the latest IWT contract was terminated.

Example: Contract 1 in fiscal year: Contract terminates early. Original reimbursement 75%. Reimbursement is still 75%. Contract 2 in fiscal year: Contract terminates early. Original reimbursement 75%. Revised reimbursement is $75\% - 25\% = 50\%$ and no more IWTs for the fiscal year.

Definitions

Incumbent worker – An individual who is employed, meets Fair Labor Standards Act requirements for an employer-employee relationship, and has an established history with the employer for 6 months or more.
– Per §680.780

Incumbent worker training – Training designed to meet the special requirements of an employer (or group of employers) to retain a skilled workforce or avert the need to lay off employees by assisting workers in obtaining the skills necessary to retain employment. The training is conducted with a commitment by the employer to retain or avert the layoffs of the incumbent worker(s) trained. – Per §680.790

In-Demand Industry Sector or Occupation – In general:

An industry sector that has a substantial current or potential impact (including through jobs that lead to economic self-sufficiency and opportunities for advancement) on the State, regional, or local economy, as appropriate, and that contributes to the growth or stability of other supporting businesses, or the growth of other industry sectors; or

An occupation that currently has or is projected to have a number of positions (including positions that lead to economic self-sufficiency and opportunities for advancement) in an industry sector so as to have a significant impact on the State, regional, or local economy, as appropriate.

ATTACHMENT BB - Transitional Jobs Policy

At this time the WDB does not plan on using funds for Transitional Jobs.

ATTACHMENT CC - Individual Training Account Policy

TRAINING SERVICES | Policy T-00

BACKGROUND: Training services can be critical to the employment success of many program participants. WIOA removes the requirement to sequence services, meaning case managers may determine training is appropriate regardless of whether the individual has received basic or individualized career services first. Training services may be provided if, after interview, evaluation or assessment, the individual meets the required training eligibility criteria (listed below), which is documented on the IEP.

- The individual is unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services alone (those in the adult and dislocated worker programs who are already self-sufficient are not eligible for funding for training, unless they are unlikely to remain so without training.).
- Is in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through career services alone.
- Has the skills and qualifications to successfully participate in the selected program of training.

Training services must be linked to in-demand employment opportunities in the local area or planning region or in a geographic area in which the adult or dislocated worker is willing to commute or relocate. The selection of training services should be conducted in a manner that maximizes customer choice, is linked to in-demand occupations, informed by the performance of relevant training providers, and coordinated to the extent possible with other sources of assistance.

Training services include occupational skills training (youth program component) and occupational classroom (adult, dislocated worker program component). The training services are funded through Individual Training Accounts (ITAs) and an expected outcome for participants in training services is the attainment of a diploma, certificate and/or credential. Other types of services covered through the ITA process include: prevocational services, secondary school diplomas (*must be accompanied by on-the-job training or occupational skills training for adults and dislocated workers*), Adult Basic Education, and Alternative Secondary School Offerings.

WIOA emphasizes utilizing career pathways to educate and train the workforce. Following this principle, short term training programs will be explored with individuals as a first option, taking into account the self-sufficiency targeted wage and employment goals.

ALLOWABLE TRAINING:

APPROVED OCCUPATIONAL TRAINING LISTS: There are two lists used in the local area. The Board Approved Training list (See Policy T-02) is reviewed yearly by the Workforce Development Board and decisions are made on which programs will be funded beginning the next school year. Recommendations are made on which programs to approve based on industry sector/business input to meet local employer demands, Wisconsin Technical College System graduate study reports and local labor market information. Due to the in-depth review process, occupations on this list are automatically eligible for training funds. Decisions for inclusion on the list are based on:

- At least 50 % of responding graduates are employed in training-related occupations;
- At least 20 graduates statewide;
- Available at an area technical college; and
- Reported median wage of \$12.00 per hour minimum or career ladder into an occupation that has a \$12.00 minimum starting wage.

The second list, the Occupation Projections List, is utilized to provide individuals access to a wider breadth of training choices for local in-demand occupations. This list is not reviewed by the Board yearly but is updated as new projections are released. Occupations on this list are not automatically eligible for training funds but need to meet the following in order to be considered (see below for approval process):

- Show positive projected annual openings; and
- Have a reported median wage of \$12.00 minimum (or career ladder into an occupation that has a \$12.00 minimum starting wage).

ADDITIONAL CRITERIA: Regardless of which list the approved program is on, all programs also need to meet the following criteria:

- Be prevocational or occupational in nature;
 - Prevocational: GED/HSED, remedial, adult literacy, pre-apprenticeship and computer classes
 - Occupational: Occupational training covers programs which lead to a credential and fall along an approved career path and include programs ranging from short term professional certificates up through Bachelor Degree programs
- Be along the career path for an occupation title on one of the lists, as long as:
 - The outcome leads to self-sufficiency for the individual or less if the individual requests it, and
 - There is a documented need for the training in order to become employable
 - Individual Employment Plans and ITA Career Goal must clearly list Occupational Goal and anticipated career path pieces to be completed during current enrollment episode, as more than one training program will not be paid for during each program episode
- Must lead to an industry-recognized credential (exceptions: prevocational or pre-apprenticeship training as a prelude to occupational training, or computer classes);
- The training provider and program must listed on the State Eligible Training Provider list
- Training through professional organizations is allowable as long as above criteria is met
- On-line programs, including those with providers who are located out-of-state, are allowable as long as above criteria is met
- The only classroom based, out-of-state approved program is North Country Heavy Equipment School, Escanaba Michigan, Basic Heavy Equipment Operator (approved on 4/07)
- ITA's for completion of baccalaureate degrees will be considered. The participant must be able to prove junior status in their chosen field. ITA's for post-graduate degrees will not be considered.
- Failed classes will not be paid for again, unless there was a documented, involuntary reason for the first failure.
- Individuals who voluntarily drop out of training programs will have to reimburse the service provider for tangible costs and will not be eligible for future funding. Tangible costs may include equipment, tools, supplies, and fees.
- Yearly Association or Union dues are not allowable expenses.

ALLOWABLE PREVOCATIONAL TRAINING: The Board also recognizes the value of training programs that may not meet the credential definition for performance purposes or directly lead to occupations with wages above the approved median wage but would enhance employability and the ability to be successful in advanced training programs. As a result, the Board agreed to continue funding the following training programs that do not meet the credential definition, but are critical to the success of most individuals entering or re-entering the workforce or considering changing jobs requiring different skill sets:

- GED/HSED: Per WIOA policy, Adult and Dislocated Worker participants can only access adult literacy services if they are provided concurrently or in combination with one of more of the following: occupational skills training, on-the-job training, incumbent worker training, or other training programs. Youth program participants do not need additional services. Contact Pewaukee

Data Entry Staff for GED pre-paid vouchers for those participants who do not wish to pay on their own for the tests.

- Remedial education classes necessary to upgrade skills for employment or to enter a degree program
- Computer classes that are a prelude to degree program courses in any industry sector
- Computer classes if necessary to obtain employment in any industry when the participant already has credentials and occupational skills
 - The dollar limit for any number of computer basic classes and related books and supplies is \$1,800. If the total of \$1,800 is not spent in one fiscal year, another ITA for the unspent balance may be approved for additional basic computer classes in the next fiscal year. The limit is \$1,800 over 2 fiscal years. No third year because this is intended to be short-term intensive basic training.
 - Software Expenses: Funding for software will only be allowed when all of the following conditions are met:
 - The course is an on-line course (meant to be taken on a home computer).
 - The course syllabus lists the software as required.
 - The participant does not already have the software on their home computer.
 - We do not pay for computers, internet connections or software for classes taken prior to the course offering.

FUNDING AMOUNTS AND LIMITS: The funding limits for Individual Training Accounts (ITA) will be:

- Prevocational Training: \$1,800 per fiscal year (July 1 – June 30)
- Occupational Training: \$4,000 per fiscal year (July 1 – June 30)

Participants in occupational training, regardless of the length or type of program, can receive an ITA for a maximum of \$4,000 per fiscal year after student financial aid grants have been applied to the total cost of the training. Because of the ability to enter the workforce sooner by utilizing career path programs, and because not all participants are able to complete programs in 2 years, the Board approved a lifetime limit of \$10,000 per participant for ITAs effective for all current and new participants beginning 1/1/09. Total amount per participant will be monitored by the service provider. Participants will be notified when they are nearing the limit and will be told upon future enrollment their limit status. ITA funds not utilized by a participant will be de-obligated at the time of the ITA end date. Funds will not be carried over to the following year but will go back to the general training fund for redistribution for other participants.

It is legislated that local areas must consider the availability of other sources of funds to pay for training costs such as scholarships, other programs and Federal Pell Grants. All participants interested in training programs will be required to explore other sources of funding and report on status of that potential funding. Those in occupational training must also apply for financial aid and to bring in proof of both application and award letter. With the ability to apply for financial aid beginning October 1 utilizing the previous year's tax information and with the school's "priority deadline" of April 1, all continuing students should be able to provide award letters when they are requesting funding. Unless there are unusual, documented reasons why the award letter is not received, the award letter should be submitted with the ITA. Those that do not have an award letter and do not have an unusual, documented reason, will not be reviewed as part of the continuing student process (See policy T-02 for process information). Any grant or scholarship received by a trainee will be applied against the current semester's total training cost (ITA) and must be reported to the WIOA case manager. Once current semester bills are paid, award refunds that were mailed to students by the school can be cashed/used by the student for any purpose.

FULL-TIME STATUS: Full time training is defined as enrollment in an accredited educational program, approved by the WOW Workforce Development Board and must be at least 12 credit hours (6 credit hours during the summer).

Under certain circumstances less than full-time training may be allowable on an individual basis and must be documented on the ITA which will be reviewed by the Program Manager before the ITA is approved. Such part-time training should be for a short period of time and be consistent with the participant's assessment and occupational objectives. Examples of the allowable part time training are:

- Inability to schedule training courses due to lack of availability.
- Only a few courses are needed to complete a degree.
- The need to work while participating in training activities.

If part-time training is approved as part of the ITA, part-time employment will be strongly encouraged.

PROGRAM ENROLLMENT: Individuals who have registered or enrolled in an academic or technical program prior to enrolling in the WIOA program will not be eligible for reimbursement of any previously incurred expenses.

WIOA participants must be accepted into the training program, not just the school (example: formal application for admissions in accounting program). Sometimes training program admissions is restricted to certain months or days and any individual who misses the enrollment date deadline will not be accepted until the next open enrollment. ITA's will not be approved for participants who were not accepted into the program because they missed the deadline. The next opportunity for training program enrollment should be noted on the financial aid information form. For any payments of training costs after the next possible program enrollment date, a copy of the letter approving acceptance into the program must accompany the subsequent ITA or next semester charges.

VOLUNTARY DROP FROM SCHOOL: Individuals who voluntarily discontinue or fail to start an authorized training program will not be eligible for a subsequent training program paid for with ITA funds. Only the WDB Director can approve a subsequent training program based on rare and exceptional circumstances. The participant will reimburse the service provider for any tangible costs related to the training (example – uniforms or tools) if the training is not started or not completed. Reimbursement/return will take place within 90 days of notification of intent to discontinue/drop training. Should participants voluntarily drop or fail to start training, both the case manager and the training institution are to be notified immediately by the participant.

Policy Adopted: 10.00.2004

Policy Revised: 04.00.2007; 12.00.2008; 01.01.2009; 06.00.2009; 02.08.2013; 07.01.2016; 03.16.2017; 12.07.2017; 12.06.2018

References: Workforce Innovation and Opportunity Act; DWD/DET, Workforce Innovation and Opportunity Act Program Guide; 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

ATTACHMENT DD - On-the-Job Training Policy

On-the-Job Training | Policy T-05

BACKGROUND:

OJT is defined in WIOA Section 3(44). OJT is provided under a contract with a public, private non-profit or private sector employer. Through the OJT contract, occupational training is provided for the WIOA participant in exchange for the reimbursement, up to 75 percent of the wage rate of the participant, for the extraordinary costs of providing the training and supervision related to the training. OJT must:

- Provide new knowledge or skills essential to the full and adequate performance of the job;
- Be time-limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate; and
- Be carried out through a contract with the employer which specifies the duration of the training as well as the skills and competencies to be acquired by the participant, among other things.

PARTICIPANT ELIGIBILITY

Adults and dislocated workers, presently unemployed or underemployed, as well as out-of-school youth program participants may be considered for OJT. Individuals must meet WIOA eligibility criteria to participate in OJT.

POLICIES AND PROCEDURES:

OJT is administered in accordance with WIOA regulations, Department of Workforce Development policies and procedures, any other local regulations and policies as they apply, and any other program requirements for administering OJT. Prior to entering into an OJT agreement, a pre-screening shall be conducted to ensure that the employer meets the minimum standards and can provide both training and employment to an eligible OJT participant.

Employer and OJT requirements which must be documented in the file must include at minimum:

- The business has not exhibited a pattern of failing to provide OJT participants with continued employment, wage at the same rate as other participants or employees in similar and comparable occupations, and/or failed to offer benefits at the same level and extend as other participants or employees working in similar and comparable occupations;
- The business verifies WIOA funds will not be used to relocate operations in whole or in part;
- The business has operated at its current location for at least 120 days. If less than 120 days and the business relocated from another area in the U.S., individual(s)/employees were not laid off at the previous location as a result of the relocation;
- The business is not utilizing OJT participants to fill job openings as a result of a labor dispute;
- OJT funds will not be used to directly or indirectly assist, promote, or deter union organizing;
- The OJT will not result in the full or partial displacement of employed workers;
- OJT operates on a fixed-unit price basis between the business and WIOA service provider. The OJT participant wage must be a minimum of:
 - \$12.00/hour for WIOA Adult, Dislocated Workers, and Rapid Response; and
 - \$10.00/hour for WIOA Youth.
- OJT participants must:
 - Receive the same rate of pay, including periodic increases, as other participants or employees who are similarly situated in comparable occupations with the same employer, and who have equivalent training, experience, and skills; and
 - Receive the same benefits (e.g., workers' compensation, health insurance, unemployment insurance, retirement benefits) at the same level and to the same extent as other

participants or employees working a similar length of time and doing the same type of work.

- The business must comply with the non-discrimination and equal opportunity provisions of WIOA law and regulations;
- OJT must not exceed 75% of the total wages paid by the employer to the participant during the training period for extraordinary costs associated with training the participant;
- Contracts must specify the employee name, starting wage, job title, training hours, start and end dates, the maximum reimbursement amount, and the number of hours per week. In addition, the contract must stipulate other key provisions as provided for in WIOA;
- Contracts must be written for a minimum of 32 hours per week. Exceptions to the minimum amount of hours per week may be made by the WDB Director. The following criteria may be cause for such consideration:
 - Disabled;
 - 55 or older;
 - Needs score exceeding 10;
 - Limited ability to speak English;
 - Transportation limitations; and/or
 - Unemployed 16 of the last 26 weeks.
- OJT less than four weeks or more than 16 weeks in length is discouraged.
- OJT may be denied if the agreed upon training is not provided or if there is a history of OJT abuses (i.e., pattern of terminating OJT contracts, reducing weekly hours below 32).
- Occupation selected for OJT must coincide with the most recently approved Occupations Projections found in policy T-02;
- Selected OJT occupation must support the participant's abilities and promote economic self-sufficiency and beneficial career growth in the area of his/her career goals;
- Employee benefits per company policy, other than those required by law, which have a monetary value (i.e. insurance, paid leave, profit sharing), must be identified to trainee; and
- The job trained for is neither seasonal nor temporary.

Staffing Companies: An OJT contract with a temporary employment agency is not allowed. An OJT may be utilized with an employer who used a temporary agency but will hire the temporary employee into regular employment if identifiable skill upgrading will occur in the permanent position. It must be made clear to the temporary employment agency that the permanent employer will be the OJT contract holder and is the entity to be reimbursed for the costs of training.

Participant requirements which must be documented in the file include at minimum:

- Individuals being considered for OJT must be OJT eligible per WIOA regulations including:
 - The occupation provided the same wages, benefits, and working conditions, at the same level and extent, as other trainees or employees working a similar length of time and doing the same type of work; and
 - The occupational training provided under the OJT contract is training for a permanent position that would not have been available to the individual **without** the assistance of OJT funding. The Board is committed to using WIOA funds to help those who would otherwise not be hired.
- OJT focuses on occupations involving the introduction of **new** skills, production or service procedures; occupations that require additional skills or workplace literacy; or other appropriate purposes identified by the Board.
- OJT provides knowledge or skills essential to the full and adequate performance of the job.
- A participant trained by one business may be placed in a subsequent comparable training-related position with another employer if the prior job does not work out on a case-by-case basis and with the prior approval of the WDB Director.

- An individual referred by a business may be considered for an OJT only after the individual has met eligibility requirements for WIOA training services, has received a comprehensive assessment, and for whom an IEP has been developed that indicates OJT is appropriate. **All must occur prior to a job offer being extended to a participant.** Any job offer must be made contingent upon the approval of the OJT.

REIMBURSEMENT FOR BUSINESSES:

Reimbursement is based on a percentage of the hourly pay rate. OJT reimbursement rates vary: 50% - 75% (depending on company size):

# of Employees* (at hiring facility)	% of Training Wage Reimbursement
250 or less employees	Up to 75%
251 or more employees	Up to 50%

**Can be determined by internet research, annual reports, and/or asking the company representative.*

OJT payments to businesses are deemed to be compensation for the “extraordinary costs” associated with training participants which are costs associated with the lower productivity of the participants and the costs associated with the additional supervision related to the OJT. Extraordinary costs are considered those costs over and above regular new employee orientation training and need to be documented by the employer in the training plan.

CALCULATION OF HOURS FOR OJT:

The actual number of hours assigned to an OJT contract is taken from the Training Time Conversion Chart. The hours indicated on the chart are determined by use of these two figures:

1. The skill level of the job being learned which is determined by the O*Net Job Zones: <https://www.onetonline.org/>
2. The participant’s needs which is determined during eligibility screening and identifies barriers to employment.

The number of hours assigned to each contract can be adjusted within the determined range by the service provider’s assessment of the:

- Complexity of the job being learned (as noted on the job order form);
- Complexity of the company's products and procedures; and
- Participant’s ability to learn (as noted on the contract proposal).

TRAINING TIME CONVERSION CHART:

O*Net Job Zone	Participant Needs Score			
	0-3	4-7	8-13	14+
Level 1	X	240-250	240-270	240-300
Level 2	240-240	240-270	260-310	300-370
Level 3	240-250	250-290	280-340	350-420
Level 4	240-260	260-310	300-370	375-450
Level 5	240-280	270-330	320-395	400-499

The total training hours for reimbursement cannot exceed the maximum determined on the Training Time Conversion Chart. The OJT training length of fewer hours than indicated on the Training Time Conversion Chart may be necessary when budget restrictions prohibit funding full-length contracts.

Training will not be approved for low wage jobs with high turnover and occupations in which employees' need minimal training in order to be fully productive. Such occupations include but are not limited to: dishwasher, food server, waitress, or housekeeper.

MONITORING:

The service provider must monitor on site at least once during the contracted hours (preferably mid-way) using the monitoring form. In exceptional cases, monitoring may be done via means other than on-site. Exceptions are to be discussed with the WDB Director prior to monitoring. The service provider must review the OJT Training Plan with the employer and employee during monitoring. Both employer and employee must be interviewed and sign the monitoring report form. The results of the service provider observations of the workplace will be reviewed with the employer prior to the employer signing the monitoring report. Employee section of the monitoring form will be signed by employee and service provider. In addition, local monitoring of the OJT files to ensure compliance with all policies governing OJTs will occur randomly on an annual basis.

Monitoring must assure that all requirements are met and reimbursement amount substantiated by:

- Payroll records;
- Timesheets; and
- Training records in accordance with specification on the OJT Training Plan.

ON-THE-JOB (OJT) TRAINING EARLY TERMINATION OF CONTRACT:

OJT are designed to provide training wage reimbursements to businesses who hire participants who have the aptitude and ability to do a specific job but who may not have previous on-the-job experience to match the job opening in that occupation or industry. Businesses are reimbursed based on company size, length of training, and the participant's skills set. Participants are considered hired by the employer starting the first day of training and, as such, it is expected that the employer follow their normal hiring process in determining selection of the best candidate. It is also expected the employer retain the employee upon completion of the training. OJTs that fail at no fault of the employer will be reviewed on a case-by-case basis. This may include but is not limited to a participant's resignation, leave of absence, etc.

OJT ABUSES:

DOL has an expectation that the Boards put safeguards in place to protect OJT funds from potential employer abuses. Abuses could take the form of businesses not screening appropriately and using the OJT as a screening tool as there is little financial impact to the employer with the 50 - 75% wage reimbursement.

In order to be considered for more than one OJT in a calendar year, businesses cannot have more than two instances of early contract termination. In addition, early termination on the second contract will result in a 25% reimbursement rate reduction from the original reimbursement percent for hours worked.

A business will be considered ineligible if within the past two years the business had two OJT contracts that:

- Did not provide long-term employment for OJT participant at least 13 weeks after wage reimbursement ended and participant was exited from the program; or
- Did not maintain hourly wage rates equal to or higher than the OJT contracted wage for employees after completion of their OJT; or
- Terminated a participant without just cause.

An employer who is determined ineligible will remain so for up to one year from the date of which the latest OJT participant was terminated without just cause. See early terminations section for more information.

Policy Adopted: 01.26.2012

Policy Revised: 08.23.12; 04.11.2013; 11.21.2013; 11.25.2013; 02.20.2014; 07.01.2015;
01.01.2016; 12.07.2017; 12.06.2018

References: Workforce Innovation and Opportunity Act; DWD/DET, Workforce Innovation and Opportunity Act Program Guide; 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

ATTACHMENT EE - Customized Training Policy

The WDB does not offer customized training.

ATTACHMENT FF - Self-Sufficiency Definition/ Policy

CM-10 Self-Sufficiency

Updates:

7/2/18: Updated to reflect new DWD income definition

7/1/2017: Archived pilot policy, posted this based on DWD Economic Self-Sufficiency policy

Background: It is the Department of Labor’s expectation that a process is in place for the local areas to determine self-sufficiency standards for participants in the Adult and Dislocated Worker programs as attainment of self-sufficiency is one of the six main purposes that WIOA seeks to improve in the workforce system. Under WIOA, the State has the discretion to adopt a standard as part of implementation of employment and training activities.

Requirements: Per DWD Policy, there are two times when career planners are required to use the ESS Calculator

- 1) At enrollment (self-sufficiency is **not** part of the program eligibility criteria, so enrollment cannot be denied for someone already self-sufficient, just enter a case note to explain why the enrollment is needed and will proceed.)
- 2) To justify placing a participant into training. For individuals being enrolled for training and where current individual/family income is not expected to change before the training begins, one record can be created with “enrollment” and “training” both selected.

Training: A participant can only receive WIOA Title I funded training if the individual is not considered economically self-sufficient **and** needs training to obtain economic self-sufficiency **or** the individual is considered economically self-sufficient but is unlikely to remain so without training. **Note:** There are a number of situations in which training services may be appropriate for participants who are self-sufficient at the time training services are provided. Examples include participants who will soon be laid off from employment; those expecting a child; have a spouse who will need to stop working (e.g., because of a serious illness or the need to care for an aging parent or a child with an illness/disability). The career planner must document in an ASSET case note the upcoming circumstances that justify the need for training. Self-reporting by the participant is an acceptable source of the information.

The calculator can be used for more than just enrollment and training. Occupational choices for training can be entered in the calculator to see if the median starting wages would make someone self-sufficient. New job information can be entered to see if self-sufficiency is met before exit.

Process:

- All WIOA Adult and Dislocated Worker applicants must thoroughly complete the WIOA application Household Members section, Applicant Family Income section and the Income Verification Form (to fulfill the requirement of signed self-attestation by the participant that the information provided on the application and for the calculator is true and correct)
- The calculator tool must be completed at enrollment and before initial ITA submission (for new ITA’s submitted 7/1/17 or later)
- Enter the following information into the calculator:
 - Program
 - Current Individual Income
 - Other Household Income
 - Household Composition
 - County of Residence

- Calculation Reason (enrollment, training or other)
- Calculation Date
- For circumstances requiring it, case notes should be entered

Definitions

Household: Those people residing in one residence who are financially contributing to the shared bills (local clarification). The DWD-DET does not define "household" for purposes of assessing economic self-sufficiency. Career planners are to determine what constitutes a household on a case by case basis, to best address financial responsibilities the participant may have for others (e.g., children and other family members who may not live with the participant full time).

Income: See DWD policy. Includes all items that are counted for program eligibility.

ATTACHMENT GG - Needs-Related Payment Policy

The WDB does not have a needs-related payment policy.

ATTACHMENT HH - Supportive Services Policy

Supportive Services | Policy CM-07

BACKGROUND: This policy provides clarification on when and to whom supportive services may be provided and the procedures for doing so. Supportive services provide those enrolled in WIOA programs with the resources they need to overcome barriers for successful participation in career and training services and are an essential part of their employment plan.

POLICY: All participants must receive a welcome letter upon enrollment which informs them of the services available through the WIOA program which includes supportive services. Participants must also have the opportunity to discuss it with career planners and are required to sign the form, acknowledging that they received it. It is expected that career planners, as part of their initial and ongoing assessment, screen for barriers and supportive service-related needs, document the needs, and provide suggestions for how to address those needs. It is also expected that career planners provide referrals to other resources first, documenting the referral and participant follow-through and results. When other resources are not available, are too burdensome to obtain, or will not be available on a timely basis, WIOA funded supportive service options may be explored. Career planners must offer and provide services in an equitable fashion providing the same referrals for those with similar circumstances.

ELIGIBILITY: School related supportive services are allowable for all participants who have a training-related goal on their IEP. Other supportive services may be provided to WIOA participants who are receiving priority of service, are low-income, are youth program participants, are single-wage households, and/or would struggle with career or training service completion without the assistance. Eligibility may change during the program if the participant's circumstances change (e.g., participant gets divorced and is now the only income in the home) and the need for supportive services must be re-examined. If determined to be eligible, supportive services may be provided, if needed and applicable.

TYPES OF SUPPORTIVE SERVICES AVAILABLE: WIOA supportive service funds may be made available for the following types of assistance:

- Education-related entrance, assessment and testing fees;
- Fees for pre-employment or pre-training drug testing, background checks, and medical exams;
- Training-related required items;
- GED vouchers;
- License and certification exam fees, including retake fees;
- Uniforms, work attire, and work-related equipment and tools;
- Books and fees for training programs;
- Transportation;
- Child care (only for participants enrolled in training); and
- Other items related to transportation, child care, housing, testing, needs-related payments, and accommodations may be considered on a case-by-case basis and with approval by the WDB Director.

AMOUNTS AND DURATION:

- Funding is allowable for required items for school programs or to start of new job. Items must enhance employability or be required for participation in career or training services.
- Participants may show that items are required by providing the following types of documentation: cost estimate worksheet from a training provider, letter from an employer, printed verification of test costs, or a syllabus from an instructor.
- School items must be above and beyond the typical school supplies of paper, pens, and folders, and must be program specific (e.g., scrubs for certified nursing assistants, weld helmets for welders).
- It is best to try to determine exact costs. When that is not possible, it is expected that career planners request amounts that are reasonable for any particular item. Costs are considered reasonable if they are of a nature and amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. To help determine a reasonable cost, participants and career planners may price an item on-line and find an average cost. This may be used as a guide for determining reasonable cost. Participants may elect to purchase more expensive items and pay the difference between what is reasonable and what they want.
- It is expected that the participant and career planner will work to find the most cost effective supportive service to make the funding available to the largest number of participants.
- It is allowable to have multiple funders for the same service if there is no overlap in funding.
- Exceptions to the amounts and duration of supportive services may be made on a case-by-case basis with approval by the WDB Director.

TRANSPORTATION ASSISTANCE:

- Reimbursement during training is limited to \$0.12 per mile after the first 16 miles (round trip).
- Bus passes, taxi tickets and/or gas cards may be distributed for use during career and/or training services. Participants must acknowledge receipt of gas cards, taxi tickets, bus passes, and/or gift cards by signing off on the Transportation Assistance form in the designated area. This may happen on the same day and time as the items are distributed if there has been prior approval for distribution of the item(s).
- A single interview or appointment will be limited to the equivalent of \$20 (gas card) or lowest price for a one-time taxi ticket or bus pass.
- For the start of a job (or Youth Program Work Experience services), assistance will be limited to the first two weeks or when the person receives their first paycheck, whichever comes first.
- For participants requiring ongoing assistance to attend school or at the start of a new job, a daily or monthly rate may be assigned for public transportation, but will be limited to 50% of the total cost (for those in training) or when the person receives their first paycheck.

CHILDCARE: Childcare may be reimbursed only for the hours that the participant is in training plus an additional one hour per day for travel to and from training. Associated costs for childcare are not covered (e.g., registration fees). Compensation will be for actual childcare hours provided each month.

Reimbursement rates for childcare are as follows: 1 child= \$2.00/hour; 2 children= \$3.50/hour; 3 or more children= \$4.50/hour.

PAYMENTS/REIMBURSEMENT:

- Expenses incurred without prior approval will not be reimbursed.
- Reimbursement will be made only after receiving itemized receipts that clearly show payment or purchase.
- Mileage reimbursement and childcare costs will be paid monthly after receiving attendance report forms. Attendance forms should be turned in monthly and must be turned in during the current fiscal year. Attendance forms turned in after the end of a fiscal year will not be reimbursed.
- School items purchased at the school and paid for by the participant for any given semester will be reimbursed after the school provides itemized invoices for each semester. These reimbursements are typically made between four to six months after the start of the semester.
- Supportive services may be provided for someone in non-WIOA funded training program only if the participant and training are WIOA-eligible.

DOCUMENTATION/ASSET ENTRY: For each participant receiving supportive services, career planners must:

1. Upon enrollment, during the initial assessment phase, and ongoing throughout the program, all supportive service needs (information/referral and program-funded) must be documented in the participant's employment plan and indicate how the needs will be addressed.
2. Add supportive services that are both planned and provided to the ASSET Manage Services screen (referral and WIOA funded).
3. Document the reason the supportive service is needed in the ASSET Supportive Service screen comments field.

For program-funded supportive services only, career planners must also:

1. Complete a Supportive Service Request form and have it approved before allowing a purchase to be made.
2. Save documentation of payment and expenses (e.g., estimates, vouchers, receipts, mileage logs, etc.) in the case file as applicable.
3. Document in the ASSET Supportive Service screen comments field:
 - The specific career or training service supported by the supportive service; and
 - That the service is not available through other WIOA titles, Federal or State public assistance programs, or job center partners in the local WDA.

Note: "Not available" means not offered or not offered within the time frame the participant needs.

4. Document case notes in ASSET if the career planner offers a supportive service to address a barrier to employment but the participant declines it.

Policy Adopted: 01.00.2005

Policy Revised: 06.00.2008; 02.19.2014; 10.00.2015; 03.10.2016; 12.06.2018

References: Workforce Innovation and Opportunity Act; DWD/DET, Workforce Innovation and Opportunity Act Program Guide; 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

ATTACHMENT II - Follow-up Services Policy

WIOA Follow-Up Services & Global Exclusions | Policy CM-09

BACKGROUND: The goal of follow-up is to ensure job retention, wage gains, life-long learning and career progress. Follow-up services must be made available and documented for a minimum of 4 quarters following exit and common exits from the program for all WIOA program participants. Follow-up is critical to ensure successful, long-term employment and performance outcomes.

Although not all participants will want or need follow-up or retention services, it should be discussed during the development of the Individual Employment Plans. Participants who have multiple employment barriers and limited work histories may be in need of significant follow-up services to ensure long-term success in the labor market and should be encouraged to participate in these services. (Example: A single parent with a limited work history entering unsubsidized employment may require weekly calls. A dislocated worker with a long history of employment may require monthly or quarterly contact).

ALLOWABLE SERVICES: Follow-up services should constitute more than phone contact attempts and/or monthly form letters. Some examples of acceptable follow-up services include:

Adult and Dislocated Worker Program:

- Counseling regarding the workplace.

Youth Program:

- Regular contact with a youth participant’s employer, including assistance in addressing work-related problems that arise;
- Supportive services;
- Adult mentoring;
- Financial literacy education;
- Provision of labor market information and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
- Activities to help prepare youth for and transition to postsecondary education and training.

PROCESS: To best aid in rapid re-employment, follow-up attempts should begin early in the quarter. For each attempt, career planners should offer services and ask about current job status. For those who have lost their job, career planners should send job leads again, update resume, and refer to business services representatives for job placement assistance.

Before terminating contact with a participant during follow-up, at least one intensive strategy must be attempted. Examples of intensive strategies include sending registered or return receipt mail and contacting the last known employer and completing an employment verification form for the file

A minimum of three follow-up attempts, one of which is an intensive strategy, over a minimum of a three-month period should be made prior to termination of follow-up efforts. All follow-up efforts should be clearly documented in the participant record.

Exit Date	1st Quarter follow-up due	2nd quarter follow-up due	3rd quarter follow-up due	4th quarter follow-up due
Jan - March	April – June	July – Sept	Oct - Dec	Jan - March
Apr– June	July – Sept	Oct - Dec	Jan - March	April - June

July – Sep
Oct– Dec

Oct - Dec
Jan - March

Jan - March
April - June

April - June
July – Sept

July – Sept
Oct– Dec

EXCEPTION TO PERFORMING FOLLOW-UP SERVICES: No follow-up is required for individuals exited with a Global Exclusion. For all other participants, follow-up must be attempted.

Per TEGL 21-16: If at any point in time during the program or during the 12 months following exit the youth requests to opt out of follow-up services, they may do so. In this case, the request to opt out or discontinue follow-up services made by the youth must be documented in the case file.

GLOBAL EXCLUSIONS: WIOA redefined exclusionary reasons for program participants. Any participant who was found to be in one of the circumstances listed below at exit or during the four quarters after exit, can be excluded from all performance measures. This includes exclusion from measures in which the participant may have had a positive outcome prior to the exclusionary condition occurring. Career planners must fully document any reason that excludes the participant from performance measures calculations. The exclusions which impact WIOA Adult, Dislocated and Youth program participants are:

- Institutionalized: the participant exits the program because he or she has become incarcerated in a correctional institution or has become a resident of an institution or facility providing 24-hour support such as a hospital or treatment center during the course of receiving services as a participant;
- Health/Medical: the participant exits the program because of medical treatment and that treatment is expected to last longer than 90 days and precludes entry into unsubsidized employment or continued participation on the program;
- Deceased: the participant is deceased;
- Reserve forces called to active duty: the participant exits the program because the participant is a member of the National Guard or other reserve military unit of the armed forces and is called to active duty for at least 90 days; and
- Foster Care: for youth program participants only, the participant is in the foster care system and exits the program because the participant has moved from the local workforce area as part of such a program or system.

Policy Adopted: 10.00.2004

Policy Revised: 08.00.2006; 12.00.2011; 07.00.2015; 05.00.2016; 01.00.2017; 03.17.2017; 12.06.2018

References: Workforce Innovation and Opportunity Act; DWD/DET, Workforce Innovation and Opportunity Act Program Guide; 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

ATTACHMENT JJ - Youth Incentive Payment Policy

The WDB does not plan on offering incentives or stipends for youth at this time.

ATTACHMENT KK - List of Youth Service Providers

Waukesha-Ozaukee-Washington Workforce Development, Inc. is the sole youth provider in the WOW Area.