(WIOA)
Workforce Innovation & Opportunity Act

2016
LOCAL PLAN
Bay Workforce Development Area

July 1, 2016
Workforce Innovation and Opportunity Act

2016 LOCAL PLAN
BAY WORKFORCE DEVELOPMENT AREA

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Purpose

Program Year 2015 marks the first year of the Workforce Innovation and Opportunity Act (WIOA). WIOA requires each workforce development board (WDB) to develop and submit, in partnership with the local chief elected official, a comprehensive four-year plan to the state. Please note that the terms "board" and "local board" are used interchangeably throughout this guidance with WDB and workforce development board. The WIOA four-year plan will be effective July 1, 2016 – June 30, 2020. These Plan Guidelines ask WDBs to address current and future strategies and efficiencies to address the continuing modernization of the workforce system and creation of a customer-centered system: where the needs of business and workers drive workforce solutions; where One-Stop Career Centers provide excellent customer service to all jobseekers and businesses; and where the workforce system supports strong regional economies, as well as alignment with updated State and local priorities.

WIOA strengthened the alignment of the workforce development system's six core programs by imposing unified strategic planning requirements, common performance accountability measures, and requirements governing the one-stop delivery system. In so doing, WIOA placed an increased emphasis on coordination and collaboration at the Federal, State, and local levels to ensure a streamlined and coordinated service delivery system for job seekers, including those with disabilities, and employers. Thus, the Local Plans are to be based on current and projected needs of the workforce investment system as a whole. The needs of job seekers, incumbent workers, youth, and businesses are to be considered in every step of the planning process. It is the responsibility of the WDB to maintain a "big picture" view of the system-wide needs of the workforce development area and its relationship to the state vision rather than focusing on programmatic and operational details.

To accomplish the objectives set out by WIOA and these plan guidelines, WDBs in consultation with the local elected officials, must incorporate broad involvement in the development of the Local Plan. Input needs to be received from a variety of stakeholders and the public at each stage of development. An atmosphere of collaboration and partnership and an emphasis on enhancing the entire system rather than categorical programs, is to be the outcome of this planning process. It is the WDB’s responsibility to provide the leadership to achieve this goal.

Wisconsin’s Strategic Vision

Wisconsin will deliver a results-driven talent development system providing the opportunity for the State's job seekers, workers and businesses to sustain economic viability and self-sufficiency. The system shall respond to changes in industry and sectors, as well as the skills, knowledge and work ability needs of employers. The system shall also respond to the needs of workers and job seekers, assisting with acquiring new skills and overcoming barriers. Educators and economic development shall serve as partners who have a pressing stake in the system. Alignment of activities with education and regional economic strategies will aid in providing access to self-sufficiency.

The one-stop delivery system shall provide a "one stop" at which any employer, worker or job seeker may enter into the aligned resources and programs of the talent development system. The state's job center system shall provide electronic access into the available resources in an integrated manner. Programmatic and evaluation results provide partners and elected officials with data to ensure continuous improvement of system activity.
In order to achieve the State's vision, the following four key strategies have been developed in cooperation with the Council on Workforce Investment:

- **Sector partnerships** – expand sector strategies to continue enhancing and strengthening Wisconsin's economic vitality through addressing employer and job-seeker talent requirements.

- **Career pathways** – advance career pathways in Wisconsin to greater scale and alignment; credentialing and building better ladders and lattices for adult learners and cultivating a robust talent pipeline for employers.

- **Cross-program data coordination** – align WIOA services to improve the job seeker's experience and the behind-the-scenes data analysis and subsequent decision-making. WIOA partners will create the conditions in which job seekers can develop greater self-determination and data analysts can enhance reporting.

- **Job driven investment** – prepare workers for jobs currently available in the region's economy and for emerging occupations. Labor market information and employer feedback will be used to ensure these investments have a deep understanding of regional industries, occupations, populations and labor markets to formulate effective strategies.
Introduction

These Guidelines represent the forward movement of Wisconsin's public workforce investment / development system to a demand-driven system that strengthens Wisconsin businesses and the economy by focusing on high-wage, high-growth employers, establishing relationships with them, understanding their business needs, understanding the local labor market, and then applying this understanding to all jobseeker and employer services. The Guidelines were developed with input from all WIOA combined State-level partners.

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:

   Bay Area WDB has been actively engaged with employers since the implementation of WIA in 1998, beginning with the creation of the Employers Workforce Development Network at that time. In 2004 Bay Area WDB began to contract for a "Manager of Strategic Partnerships" position to work directly with area employers and augmented that with another contracted position for a "Business Solutions Specialist" in 2013.

   There is as much advanced manufacturing in the Bay WDA as anywhere in the country, and that industry sector has been an area of emphasis for us. The creation of the NEW Manufacturing Alliance in 2006 (www.newmfgalliance.org) and the North Coast Marine Manufacturing Alliance (www.northcoastmma.org) in 2010 have provided regular input from area manufacturers. The 2016 Manufacturing Vitality Survey sponsored by NEWMA showed 78% of the companies surveyed having difficulty finding skilled talent. Hardest to fill positions included: CNC Machinist, General Labor, Welders, Engineers, Maintenance Mechanics, Sales Reps, and Supervisors. In addition, the companies identified a number of employability (soft) skills needs: Communication Skills, Attendance, Work Ethic, Math, and Computer / Technology Skills. The activities of these industry sector partnerships have multiplied Bay Area WD’s effectiveness in matching worker skills with employer needs. For example, the number of welding students in NEW North has quadrupled in ten years while the number of machinist students has tripled. There are many success stories to tell in the area of advanced manufacturing.

   The Greater Green Bay Area Healthcare Alliance (www.ggbha.org) and the Lakeshore Healthcare Alliance (www.lshca.org) have provided regular input from this important regional industry sector. At this time, there is not a shortage of registered nurses, although a future need is anticipated, but sector needs include:
Pharmacists, Physical Therapists, Medical Assistants, Medical Coders, and Health Information Technology positions. This group has collectively been addressing clinical placement opportunities and coordinates work-based learning opportunities for students.

Other important industry sectors that provide a large number of jobs with family supporting wages and benefits include: Insurance and Financial (Customer Service Specialists), Transportation and Logistics (Drivers), and Information Technology (Software Technicians). All sectors report the need for employability skills as listed above in the applicant pool. Bay Area WDB licenses the “Work Certified” curriculum to provide training in employability skills through the job centers and in our offender reentry programs. Recently the Insurance Consortium has reached out to the social science departments at UWGB and UW-Oshkosh to create internship opportunities as well as developing K-12 outreach programs.

Bay Area WDB Staff utilizes the annual “Graduate Follow-Up Reports” from area technical colleges for detailed information about job openings in the region and the number of graduates available to meet those needs.

b. Job Seekers:
Based on traffic flow at the job centers and intake processes for WIOA Title 1, one of the greatest needs for job seekers is computer literacy for the 21st century workplace. Bay Area WDB contracts for free computer literacy classes at the job centers and in the technical college’s regional learning centers in the northern counties. Not only do job applicants require basic computer skills such as MS Word and Excel, but computer skills are required to perform an effective job search and to apply for most of the jobs in the region. Career exploration, job seeking skills, resume and cover letter writing, and interviewing skills are widely needed by job seekers. Employers also report that job applicants need basic employability skills as listed above. Bay Area WDB supports computer labs in the job center as a Core service to provide training and assistance.

c. Incumbent Workers:
Experience with the “Leadership Academy,” a short term training program developed by the NEW Manufacturing Alliance for incumbent workers, has taught us that in addition to up-skilling in a particular industry sector, companies are looking for skill development in: Teamwork, Leadership, Critical Thinking, Conflict Resolution, Lean Process, and Safety. The NEW Manufacturing Alliance manages that training. Bay Area WDB is currently administering three Wisconsin Fast Forward grants to address incumbent worker training needs.

d. Youth:
Youth present a number of challenges in meeting their workforce needs. The foremost need is to connect K-12 education and career planning to the driver industries within the NEW North economic region so that more young people have an actionable career plan upon high school graduation. Continuity with post-secondary training opportunities and career development after high school
graduation is also needed. Employability skill training (soft skills) is a significant need for youth. There are a significant number of young people, particularly “youth aging out of foster care” who need a great deal of guidance and support to achieve successful careers. Bay Area WDB has spearheaded a youth partnership team over the last year and a half that has resulted in a comprehensive restructuring of WIOA Youth program services with the intent of coordinating WIOA Youth Career Services with the K-12 and foster care systems.

2. Describe any workforce investment need in your WDA not reported in 1.a-d. - All primary workforce needs are identified in the previous response.

3. Describe how these needs were identified. - See response under Section I (A).

B. Labor Market Information

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

   a. Existing and emerging in-demand industry sectors and occupations (data will be compiled from the Quarterly Census of Employment and Wages, Occupational Employment Survey, and long-term Industry and Occupational Projections with formatted tables provided in Fall 2015) and

   b. The employment needs of employers in those industry sectors and occupations (data will be compiled from DWD labor exchange sources such as the Job Center of Wisconsin and Help Wanted Online in formatted tables and may be supplemented by the market intelligence of WDB Business Services staff)

   The Bay Area WDB’s economic base is diverse, healthy, and growing. It is primarily composed of advanced manufacturing, transportation/logistics, service industries (particularly health care and insurance), construction and tourism/recreation. In addition, the IT Talent Pipeline study released in May 2015 and co-funded by Bay Area WDB demonstrated the strength of the Information Technology (IT) sector in the NEW North economic region. Emerging needs in IT include: Systems Analysts, Software Developers, Computer Support Specialists, and Information System Managers, among others.

   Advanced manufacturing and healthcare services remain high-demand occupation sectors and increased growth is anticipated in the near future. Customer service and the insurance industry sectors are projected to experience additional growth in the next decade. The area also is unique in the number of marine manufacturers. There are a number of strong and stable marine manufacturers in the Bay Area – construction ranges from builders of high end yachts to tankers and barges to military combat ships to the manufacturing of fishing and speed boats. These companies utilize all of the skills required to build ships, yachts, and boats including gas arc, tungsten and aluminum welding, pipe fitting, marine electrical fitting, pneumatics and hydraulics, marine HVAC and the finish trades such as carpentry, plumbing and high end interior finish. The Bay Area is home to several transportation companies and the demand for
commercial truck drivers remains strong and growing. In the health care sector, there is a strong need for physical therapists, pharmacy technicians and nurse practitioners, with an expected increase in need within these occupations.

The aging workforce will have a major impact on the area. The Bay Area has two of the oldest population counties in the state, Florence and Door Counties. Many of the industries in the area do not have succession plans in place. The older workforce lacks the skills necessary for the advanced manufacturing processes and new emerging technologies. The minority population in the Green Bay area is growing and the Bay Area has three Native American tribes in the area: Menominee, Oneida, and Stockbridge/Munsee. There is also an issue with the younger population leaving the area for training and not returning when they have completed their degrees.

Computer skills relating to advanced manufacturing, new and emerging technologies and a shortage of doctors and health care professionals in the rural areas will be an issue in the Bay Area. Already there is in our rural communities a shortage of doctors and since the rural areas attract retirees there will be an increased demand for clinics that can address every day needs of this population. Training for nurse practitioners and geriatric nurses will be needed to fill the gap resulting from a shortage of doctors.

The aging workforce will be the greatest threat to the area. Companies need to start succession planning and encouraging youth to return to the area after they complete their training or receive their post-secondary training. The marine industry and defense contracts will present opportunities for growth. The Bay Area Board was instrumental in the development of the Manufacturing Alliance (to date there are 142 dues paying members in the Alliance), The North Coast Marine Manufacturing Alliance and the Greater Green Bay Healthcare Alliance. Through these three organizations the Bay Area WBD has a direct link to major employers in the area. The NEW Insurance Consortium also (http://newinsuranceconsortium.weebly.com/) stepped up its outreach efforts in 2015, as has the NEW North IT Sector Alliance.

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)

The industry sectors that the Bay Area has designated as demand sectors are advanced manufacturing, healthcare, information technology, transportation and logistics, construction, and the customer service/insurance industry.

The sectors are reviewed semi-annually by the Program Operations Manager of the Board. The occupations targeted are the only occupations available for vouchers issued under the e-payment authorization system, PAS used by Career Service Specialists. Placement records from the three technical colleges, position openings in the Bay Area, successful placement of WIOA-funded students, information from the
Wisconsin Office of Economic Advisors, guidance by the local labor market analyst and frequent interaction with groups of area business leaders are used to determine the occupations targeted for funding.

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. (Regional economists will provide a series of formatted tables and graphs describing these trends at the WDA and state levels.

This data will be compiled from the Local Area Unemployment Statistics program and will be supplemented with data from the U.S. Census Bureau and other sources.) WDB leadership must review and incorporate the provided material in order to assess the climate in which the WDB operates prior to inclusion in the local plan. Regional economists will also be available to assist in the creation of any narrative analysis incorporated to support the data elements provided.

The Bay Area WDB’s economic base is primarily composed of advanced manufacturing, transportation/logistics, service industries (particularly healthcare and insurance), construction and tourism/recreation, with IT as an emerging area.

Significant gains have been made in the advanced manufacturing sector. In 2005 the four NEW North technical colleges reported 193 welding students in total and 180 machinist students. In 2014 they reported 732 welding students and 513 machinists in their programs—a significant gain.

Advanced manufacturing and healthcare services remain existing high-demand occupation sectors and increased growth is anticipated in the future. Customer service and the insurance industry sectors are projected to experience additional growth in the next decade. The area also is unique in the number of marine manufacturers. There are a number of strong and stable marine manufacturers in the Bay Area – construction ranges from builders of high end yachts to tankers and barges to military combat ships to the manufacturing of fishing and speed boats. These companies utilize all of the skills required to build ships, yachts, and boats including gas arc, tungsten and aluminum welding, pipe fitting, marine electrical fitting, pneumatics and hydraulics, marine HVAC and the finish trades such as carpentry, plumbing and high end interior finish. The Bay Area is home to several transportation companies and the demand for commercial truck drivers remains strong and growing. In the health care occupations there is expected strong need for physical therapists, pharmacy technicians and nurse practitioners.

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

The presence of three Indian Tribes in the Bay Area creates a special need and opportunity for the coordination of employment and training services to this population. Of note is the Menominee Tribal (County) area that is noted as having the highest unemployment rate in the state and is an area defined by state and federal regulations as a high poverty area. In response to this need the Bay Area WDB
maintains a job center service access site at the Menominee and Stockbridge Munsee tribal area and coordinates services at the Oneida Tribal Center.

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)]

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)]

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

The Bay Area WDB has numerous employer links in several industry sectors. The NEW Manufacturing Alliance has over 100 members with 113 manufacturers, 23 Associate members, and 28 Affiliate members. The manufacturers are from various sectors within the industry. The North Coast Marine Manufacturing Alliance is a partnership of the many ship, yacht and boat builders in the Bay Area region. In addition, other partnering organizations include the technical colleges and the two-year University of Wisconsin community college, along with economic developers.

The healthcare linkages include both the Greater Green Bay Healthcare Alliance that brings together hospitals, clinics and long-term care with educators in the region. Similarly, the Lakeshore Healthcare Alliance also includes the same organizations as members of its sector partnership.

The NEW Insurance Consortium has eight members of the largest insurance firms in the region who meet regularly to provide input and develop recruitment strategies.

The NEW North Information Technology (IT) sector group meets quarterly and has representatives across industry sectors. In 2015 Bay Area WDB co-sponsored a major IT skills study that identified current and future IT needs.

The Bay Area WDB members are a cross representation of private and public companies and nonprofit organizations that help direct the activities of the job centers by helping staff understand the workforce needs of entities from throughout the region.

4. Provide a description and assessment of the type and availability of services available to employers in the local area.
The Bay Area WDB contracts with two technical colleges for a Strategic Partnership Manager and a Business Solutions Specialist (outlined in the response in Section 1 (A) to provide needs assessment and coordination of industry sector partnerships and the following:

- Regional Job Fairs: Job Center staff and Bay Area WDB Business Services Manager
- Job Recruitment: Job Center staff, DVR and Bay Area WDB Business Services Manager
- Job Center Newsletter: Job Service and Job Center staff contributing to stories
- Labor Market Data: DWD

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)]

Bay Area WDB has two primary strategic goals for the next several years: 1) Successfully implementing the Workforce Innovation and Opportunity Act (WIOA), and 2) Assisting employers in a shrinking labor market.

The first of these will entail a number of initiatives. First, we will ensure our organizational structures meet WIOA requirements. While the workforce board is already in compliance, we are strategizing about what a new Youth Standing Committee should look like. The new structure should support the goal of having every K-12 student graduate with a career plan that promotes connection to the driver industries in northeastern Wisconsin and align with the new DPI Academic and Career Planning requirements for 2017. Other strategic goals are:

- Meet and exceed WIOA performance standards in collaboration with Core partners;
- Implement a One-Stop quality assessment process;
- Better integrate vocational rehabilitation efforts into WIOA basic career services;
- Continue to grow and expand our industry sector partnerships;
- Strengthen our current service strategy to Out-of-School Youth that includes WIOA Career Service Specialists training, expanding career-based work experience opportunities, and implement services available to youth in foster care through the Independent Living grant from the Department of Children and Families.
To assist employers in a shrinking labor market, Bay Area WDB will have a primary focus on further developing career pathways for K-12 students by restructuring the Youth Council, supporting industry sector outreach efforts, increasing work-based learning opportunities in the Bay Area, and serving as an informational source to the sixty-one (61) school districts in the WDA. Other strategic goals are:

- More effectively promoting job center services to employers, including NCRC, Work Certified training, Interview Stream, job search training and assistance, and computer literacy;
- Working more closely with Division of Vocational Rehabilitation initiatives;
- Additional Rapid Response services to dislocated workers;
- Continuation of our Windows to Work and Steps to Success programs for offenders;
- Continued development of partnerships with the Hispanic Chamber, the Menominee Tribe, and the Stockbridge-Munsee Band of Mohicans;
- Increased use of credential and short term training to connect workers and employers;
- Development of effective outreach to underemployed and unhappily employed workers to increase their economic success in Bay Area.

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)]

Bay Area WDB will continue to build and support strong job center partnerships in the six comprehensive job centers and five service access sites within the eleven county region by providing access to all the Basic Career Services including computer literacy training. Bay Area OSO contracts require and empower the Job Center Management Teams to meet regularly and create effective, sustainable partnerships. The Regional Business Services Team is led by two Bay Area WDB contractors: the Strategic Partnerships Manager and the Business Solutions Specialist, to promote collaboration and alignment of partner services to employers.

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

For the first of the two main strategic goals described above, implementation of WIOA measures of progress include:

- Creation of a new Youth Standing Committee by the end of PY 2016;
- Bay Area WDB agenda items will reflect these strategic goals;
- Increasing membership and activities in our sector initiatives;
- Increasing enrollment in Out-of-School Youth programs;
- Creation of a network of services for Youth Aging Out of Foster Care and increasing access to those services;
- Meeting and exceeding all WIOA performance standards.

As to the second strategic goal of assisting employers in a shrinking labor market, metrics include:

- Improved tracking of employer contacts and services;
- Bay Area WDB agenda will reflect these strategic goals;
- Increased number of work-based learning opportunities for K-12 students;
- Increasing numbers of individuals served through initiatives with the Hispanic Chamber and the two Indian tribes;
- Increased WIOA enrollments using credential and short term training opportunities;
- Development and implementation of at least two strategies to reach out to underemployed and unhappily employed workers with training and employment options.

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.

Bay Area WDB meets seven times each year to learn about and discuss workforce development issues and challenges. The 45 member board has representation from a broad stakeholder constituency in the 11 county region and meetings are very participatory in nature. Board meetings often include a variety of guests who participate in those discussions. Strategic vision and goals are distilled directly from those board discussions in May of each year and written as a “Strategic Action Plan” for board approval at the Annual Meeting. Employer members of the industry sector partnerships meet regularly and have direct input into that process either through board representation or through the contracted Manager of Strategic Partnerships and the Business Services Manager who provide regular reports at WDB meetings. Minutes of sector partnership meetings are regularly kept and made available for input and discussion.

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.

Bay Area WDB contracts for all services in the WDA, so our contracts directly reflect the implementation of our strategic goals. Examples of Bay Area WDB implementation strategies include:

- The creation of more vigorous program outreach efforts to Out-of-School Youth including increasing the number of WIOA Career Specialists and better aligning their skill sets with successful strategies in serving this population;
- Bay Area WDB was competitively awarded the Independent Living grant for foster care youth from Wisconsin Department of Children and Families (DCF) effective January 1, 2016 for the 17 county NEW North region and will align
WIOA Career Services, Work Experience, and Independent Living grant services to eligible Out-of-School Youth;

- The contracted services of the Manager of Strategic Partnerships (NWTC) and the Business Services Specialist (LTC) focus resources on key elements of the board’s strategic goals to support industry sector partnerships, align partner business services outreach, and effectively meet employer needs;

- The creation of a new Youth Standing Committee will support the alignment of K-12 Academic and Career Planning (ACP) programs with the driver industries in NEW North;

- Continued support and training of Job Center Management Teams, directed by the board’s Strategic Leadership Committee, will focus on quality improvement of job center services.

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;

See Attachment 2, “Response to Public Comments” and Attachment 1, “2016 WIOA Local Plan Public Notice”

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.

The Bay Area WIOA Local Plan will be posted on the Bay Area WDB website for public view. Notice will be made in all area newspapers of the availability of the Plan for public review and comment. Business representatives, labor organizations, educators, and other members of the public will be able to
comment on the Plan using email access on the Bay Area WDB website, or directly to board staff through oral and written communication during the 30-day comment period. The comment period will commence 30 days prior to submission of the Plan to the Governor beginning on or about March 1, 2016. The Bay Area Local Plan will include any public comments received during the 30-day comment period including any disagreement with the draft Plan and the WDB’s response to such comments. After submission of the Bay Area WIOA Local Plan to the Governor, the Plan will be continuously available on the board’s website as well as at the board office for public review.

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.

Workforce partners are well represented on the Bay Area Workforce Development Board by 13 members and will have input into the development of the Plan in that capacity. Many of the partners are subcontractors who provide WIOA services in the Bay Area and many serve on Job Center management Teams. The board’s Strategic Leadership Committee, which oversees job center quality improvement process, consists of four business representatives from the board and four representatives of the job center partners.

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.

The Bay Area Local Elected Officials Board consists of one representative from each of the 11 county boards and meets quarterly to review WIOA activity in the Bay Area. Their role in the governance of the Bay WDA is described in the “Inter-County Consortium Agreement” in Section III. The responsibilities of the elected officials and the local workforce board are further delineated in the “Workforce Development Board/Local Elected Officials Joint Agreement” in Section I.

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.

Liability responsibilities of the counties comprising the Bay WDA are specified in the “Inter-County Consortium Agreement” in Section V.

3. Please submit a WDB/CEO Joint Agreement and/or the CEO Consortium Agreement.
See Attachment 3, “WDB/CEO Agreement” and Attachment 4, “CEO Consortium Agreement”

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.

   The joint and individual responsibilities of the WDB are spelled out in the WDB/CEO Joint Agreement in Section I. All are in compliance with WIOA.

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.

   The LEO Board serves as the fiscal agent in the Bay WDA as designated in the WDB/CEO Agreement in Section I (A)(3). The responsibilities of the sub-recipient grantee, the Bay Area WDB, are listed in Section I (D)(1) of that document. See Attachment 3, “WDB/CEO Agreement”

D. WDB Composition

The Governor shall, once every two years, certify one local board for each local area in the State. Such certification shall be based on criteria established under section 107(b), and for a second or subsequent certification, the extent to which the local board has ensured that the workforce investment activities carried out in the local area have enabled the local area to meet the corresponding performance accountability measures and achieve sustained fiscal integrity. For PY15, DWD issued Administrator's Memo 15-05 which details the requirements that must be met for certification of a local board. A WIOA compliant board must be in place by December 31, 2015.

For the following questions, if the response is provided in the CEO Consortium Agreement, the WDB/CEO Agreement or in the WDB Bylaws, indicate which agreement the description can be found in and the section where it is stated. If not included in any of these documents, provide the response below:

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

   When a business vacancy occurs, the LEO Board reviews the balance of representation among the 11 counties and gives the Executive Director a recommendation for targeting recruitment in a sub region of the Bay WDB or in a particular industry sector. Nominations are then sought from economic development agencies, chambers of commerce, and other business organizations. The LEO Board then considers those nominations at its next meeting.
2. Describe how the Board will provide a leadership role in developing policy, implementing policy, and oversight for the local workforce investment system.

The Bay Area WDB has a long and successful history of leadership in shaping the local workforce investment system. The board sets the overall strategy for the system and targets its resources to accomplish those strategic goals. The board staff works closely with the Job Center Management Teams to foster collaborative partnerships. The board’s Strategic Leadership Committee, made up of board business representatives and job center partner members, reviews the quality of the local workforce investment system, addresses issues that arise, and anticipates developing workforce challenges that will need to be addressed. Two contracted positions lead the Bay Area Business Services Team.

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)]

Conflict of interest is addressed in the Bay Area WDB Bylaws, Article XII, Attachment 7, and in the WDB/CEO Joint Agreement, Section III (G), Attachment 3.

4. Provide a complete and current WDB membership list. See Attachment 5, “Bay Area WDB Membership”

5. Attach a diagram, description of roles and responsibilities, and regular meeting schedule of the WDB and subcommittees. See Attachment 6, “Bay Area WDB Organization, Roles and Schedules”

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

Bay Area WDB sends out regular meeting notices to four area newspapers, county courthouses, and job centers for publication and/or posting. Meeting notices that involve RFPs or the allocation of funding are published in four additional area newspapers. The WDB also maintains an Outlook address book of all individuals and organizations who request electronic notification of Board and committee meetings and provides regular notice via email. Meeting notices and other information is also available on the Board’s website.

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

The Executive Director of the Bay Area WDB notifies the CEO Board members of vacancies at their regular quarterly meetings.
E. Youth Standing Committee

WIOA eliminates the requirement for Local Boards to establish a youth council; however, the Local Board may choose to establish a standing committee to provide information and to assist with planning, operations, and other services to youth, which must include community-based organizations (CBOs) with a demonstrated record of success in serving eligible youth. Additionally, an existing youth council may be designated as the youth standing committee if they are fulfilling the requirements of a standing committee which means that they have members of the Local Board who have the appropriate experience and expertise in youth educational and workforce development.

The youth standing committee must include a member of the Local Board as the chair, members of CBOs with a demonstrated record of success in serving eligible youth and other individuals with appropriate expertise and experience who are not members of the Local Board. The committee may also include parents, participants, and youth.

If local boards choose not to delegate this function to a standing youth committee, they are responsible for conducting oversight of youth workforce investment activities under WIOA section 129(c). Boards that choose not to have a standing youth committee must respond to question 5. For those questions that do not apply to your WDB, please answer “Not Applicable”.

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

Bay Area WDB will have a Youth Standing Committee. The current Youth Council will continue to serve as the Youth Standing Committee in PY 2015. The role of the committee is to advise the Bay Area WDB on issues related to youth employment and training challenges in the Bay WDA, and to assist the WDB in the selection of youth service providers.

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

The current Youth Standing Committee will discuss policy issues as related to the provision of youth services in the Bay WDB and convey recommendations to the Bay Area WDB through the WDB representatives on the Youth Standing Committee as well as through the Bay Area WDB staff.

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.
The Bay Area WDB conflict of interest policy found in the Bay Area WDB Bylaws, Article XII (Attachment 7), applies to members of the Youth Standing Committee, as well as Bay Area WDB members.

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.

The Youth Standing Committee meets quarterly and receives regular reports from staff on the provision of youth services in the Bay WDA as part of their oversight function. The Youth Standing committee also selects some of its members to serve on the Bay Area WDB Proposal Review Committee for youth services to make recommendations to the Bay Area WDB for youth service contracts.

The following is applicable only to local boards that choose not to establish a standing youth committee:

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

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.

Bay Area WDB currently employs nine (9) full time staff for the administration of WIOA programs and for the newly obtained Independent Living grant through the Wisconsin Department of Children and Families. Staff does not provide direct WIOA or other services. See Attachment 27, “Position Description Executive Director March 2014”

2. Include an organizational chart with an 'effective as of date' of WDB staff, administration and support. See Attachment 8, “Bay WDA Organizational Chart Eff. 11/12/2015”

3. Provide a copy of the Administrative Entity/Fiscal Agent's organizational chart with an 'effective as of date'.

The Administrative/Fiscal Agent organizational chart is the same as the Bay WDA Organizational Chart referenced in Section V. (F)(2) - Attachment 8, “Bay WDA Organizational Chart Eff. 11/12/2015”

4. Attach a copy of the WDB’s current Cost Allocation Plan. See Attachment 9, “Bay Area WDB Cost Allocation Plan”

6. Is an Indirect Cost Rate or de minimis rate of 10% used? **Yes, an Indirect Cost 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. **Bay Area WDB does not have any fee for services activities.**

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. **See Attachment 21, “Personnel Policy”**

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 Bay Area WDB does not currently have an Incentive Policy.**

10. Submit the WDB’s personnel policies and procedures. **See Attachment 21, “Personnel Policy”**

**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. **See Form D.**

The Bay Area WDB made, and has a strong commitment to support the job centers within our area. Beginning with the implementation of the Job Training Partnership Act, the Board concentrated on the development of strong partnerships for the operation of our job centers. Mandated partners and other community organizations were brought into a partnership for the operation of their local center. Each center is managed by a team comprised of mandated WIOA partners and other community service providers. Some of the community services providers on the team are not located on site at the center but share the job center concept and the coordination of services. Each on-site partner enters into an operations agreement that specifies operational and fiscal responsibilities for the provision of basic career services at the center including the resource and reception areas. The Bay Area WDB contractors and DWD Job Service personnel staff the resource rooms at the centers. Reception staff is funded by each partner and their contribution is based on their program’s funding restrictions and allowances, the number of FTE staff at the center and/or space allocations. FSET, TANF and other Community Based Organizations also assist with the funding of reception staff and some resource room services. Any staff funded through the Bay Area Board is contracted through a RFP process with multiple agencies providing the service dependent on the contractual award. Unique in the Bay
Area System is the Fox Cities Workforce Center that is managed jointly between two workforce boards, Fox Valley WDB and Bay Area WDB. The Marinette Job Center and Michigan Works! are co-located within the Marinette Job Center. (See Form D)

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)]

Depending on the job center, not all mandated partners are co-located at the job center and participate in planning and implementation of basic career services. Partners not included on site at some of the centers in the Bay Area system are: Adult Basic Ed, Older Americans Program, CSBG, HUD Employment and Training, and UI.

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

Additional partners in the One Stop System vary from one job center to another. A summary of partners are: CAP Agencies, Goodwill Industries, County Social Service programs, and local economic development agencies.

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 the ADA.

The Bay Area WDB staff monitor each job center site and provide guidance and training to the partners at the center for compliance with the American with Disabilities Act. In PY15, an ADA assessment of each center was conducted by Options for Independent Living. The results for each job center was provided to the board and the job center management team. Board staff reviewed the findings and best practices with each management team. All findings are being addressed either by the Board, the job center partners or the landlord of each center. All WIOA contracts require the name and contact information of an individual at the center responsible for ADA requirements and complaints. During the monitoring of the job center by Board staff the complaint log is reviewed. See Attachment 28, “Guide To Resolution of Grievances and Complaints Rev 01/01/2016”

5. 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.

All centers have a large posting of the Veteran Priority in the resource room and by the reception desk. Each resource room and reception area has a smaller sign indicating the veteran and spouse of veteran priority. A section of the Board's monitoring of the resource room and reception areas is devoted to the veteran priority of service. In-house training for all staff is provided annually on the priority requirement. See Attachment 10, “Priority of Service to Veterans Policy”

6. Please list which career services are provided by which partners to job seekers and employed workers. See Attachment 24, “Basic Career Services and Providers”

7. 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.

Bay Area WDB contracts with Northeast Wisconsin Technical College and Lakeshore Technical College for two positions charged with coordinating Business Services in the WDA. There are no fee-for-service initiatives at this time. Bay Area has several of the most active and sophisticated industry sector partnerships in the state, which provides regular input into the WDB’s discussion of business needs. These include the NEW Manufacturing Alliance, North Coast Marine Manufacturing Alliance, Greater Green Bay Healthcare Alliance, NEW Insurance Consortium, and the NEW North IT Sector Group. One example is that the NEW Manufacturing Alliance conducts an annual “Manufacturing Vitality Index survey each fall that identifies the skill needs of this major industry sector.

Job Center partners coordinate efforts to provide a variety of services to employers including access to Job Center of Wisconsin, on-site recruiting, WOTC, OJT, subsidized work experience, National Career Readiness Certificate (NCRC), WAT grants, Work Certified training, WIOA training, and registered apprenticeship.

8. 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.

Each Job Center has a Business Services Team comprised of partners on site at each location. The team plans, coordinates and directs business services for the center. The team sends a representative to the Regional Business Services Team that meets monthly. Bay Area WDB provides leadership for the Regional Business Services Team and has made the Salesforce software available to many partners through the WWDA Skills Wisconsin grant.
9. 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.

The provider of One Stop Services is, and will be, obtained through the RFP process. Through the procurement process the board can ensure that the One-Stop service providers describe how they are going to provide the services, the delivery model and cost of the service. The process is described in the job center’s contract Statement of Work and the contractor is evaluated on the delivery of the contacted services.

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

The job center management teams designate four representatives to serve on the WDB’s Strategic Leadership Committee to ensure that the job centers’ services and goals are aligned with the goals of the board. These committee meetings provide an opportunity to share ideas, discuss issues, identify trends, anticipate challenges, and ensure the local areas have regular contact with the board. Each job center contract is monitored annually for service delivery and continuous improvement techniques. A component of the monitoring is a discussion on service provision with individuals using the center that day.

11. 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)]

The Bay Area WDB maintains a job center or service outreach site in each county serving the rural sites of the Bay Area except Kewaunee County. Basic computer classes and some basic career services are provided at regional learning centers in some rural areas. Of specific note is the provision of services to the Menominee and Stockbridge/Munsee Tribes at the College of the Menominee Nation and the Stockbridge/Munsee Education and Training Center. All sites have access to the Internet, JCow, and Board sponsored/funded sites.

12. Describe the connection between the local board WIOA Youth Program and the Job Center service delivery system.

All services in the Bay Area are contracted including the Job Center service delivery and the Youth Program. Each successful Youth Program contractor must provide a description on how their program will utilize the job center services and each One Stop Operator must describe the services that will be available at the job center for youth. The concentration of services is on the Older Youth and the response to the RFP must be directed to that population. Board staff monitor the delivery and utilization of the Youth services annually.

13. 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 DWD completion of the MOU format the board will include the common intake form in the MOU process. The Board staff will commence a meeting of the job center partners and begin a process of developing an intake form that will be acceptable to the partners on site at the centers. The Bay Area Board prides itself on the strong local coordination and communication that is currently in place with state staffed programs and other partners in our job center system and will continue to work at keeping this relationship prospering.

14. 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.

A common release of information for the partners on the delivery of services and goals set for participants would result in a reduced duplication of services and identification of potential services. This release would enhance the communication processes between programs and partners. If the release could be developed and used at a local level the Bay Area Board staff will begin the development of it. Should the DVR, DWD Job Service, and other state staffed programs need state permission, the Board staff will coordinate with the staff for the development of the release.

15. 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

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.

All individuals that come to the job center must use the center’s sign in process and register on the JCW prior to using the basic career services at the center. When an individual is registered for Title 1 WIOA services, the advantages of using JCW and how to use it is provided. All resource room staff coordinate employer services including employment openings with the Job Service staff for the posting of the opening.

16. Describe how Sales Force will be used to support and enhance JCW rather supplant JCW.

N/A – The Bay Area WDB has not used Salesforce in this capacity to date.

17. 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).

The Bay Area WDB has a contract with Interview Stream and Work Certified for the assessment and development of skills needed to successfully complete a work
search. The use of the systems is available at all job center’s partners and resource room staff.

b. Systems used for employer management (include all IT services owned or subscribed to). N/A

c. Systems used to track participant services (include all IT services owned or subscribed to). ASSET is used to track WIOA Title I services.

d. Coordination of local IT systems with Job Center of Wisconsin, ASSET, and other federally or state provided systems. The Bay Area does not have a local client tracking system.

e. Other systems the WDB is utilizing and the purpose of these systems. None

f. The assessment process utilized to determine IT needs. OSO, WIOA and job center partners communicate the IT needs to the Board as needed.

B. Memorandum(s) of Understanding (MOUs)

The local board, with the agreement of the chief elected official, shall develop and enter into a memorandum of understanding between the local board and the one-stop partners which would be effective July 1, 2016. Due to the changes with enactment of WIOA, DET will be providing additional guidance to the WDB's to assist in the development of local MOUs. Thus, copies do not need to be submitted at this time. The local MOUs must be reviewed and approved by DET by June 30, 2016. The Local Plans for WDBs without an approved MOU will only be conditionally approved.

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. See Attachment 20, “One-Stop Operators By Location” Attachment 28, “WIOA One-Stop Vision 8.13.2015,” and Attachment 28A, “Example Current WDB/One-Stop Operator Agreement”

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 Bay Area Board held a competitive process for the OSO for PY 2015. The process followed the Board’s Procurement Process approved by DWD. Contracts are in place and have a second year option.

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 role of the OSO is the provision of all required WIOA basic career services at the job center for which they are contracted, provide a basic computer skills lab at the center and coordinate employer services with the partners on site at the center. The details are clearly stated in the contract that the OSO has with the Board and is monitored annually. Performance is a major criteria for future contracts.

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.

See Attachment 24, “Career Service Providers” and Attachment 20, “One-Stop Operators By Location”

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.

Upon completion and review of the state policy the Bay Area will submit this at a later date.

V. Results-Driven Talent Development System

One of WIOA's principal areas of reform is to require States and local areas to plan across core programs. This reform promotes a shared understanding of the workforce needs within each State and local area and fosters development of more comprehensive and integrated approaches such as career pathways and sector strategies, for addressing the needs of businesses and workers. The expansion of sector strategies must continue in order to enhance and strengthen Wisconsin's economic vitality through addressing employer and job-seeker talent requirements. Sector partnerships implement effective coordinated responses and integrate resources to develop the talent and workforce needs of key industries of a regional labor market. Wisconsin’s system must use labor market information as the basis to map and assess current sector activities; and regional sector partnerships are not defined by artificial boundaries. Rather, they are determined through labor market analysis. Business service teams will represent the one-stop system to offer a coordinated set of services through the inclusion of all WIOA stakeholders. Sector partnerships must be closely aligned with the education system to develop flexible and response career pathways.

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
- Local technical colleges
• Local University of Wisconsin campuses
• Regional economic development entities

See previous response in Section IV. (A)(1)

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 post-secondary credential including a credential that is an industry-recognized certificate or certification, portable, and stackable. [Section 108(b)(3)]

The Bay Area WDB funds the One-Stop-Operator (OSO) contracts for provision of basic career services (Core Services) and the WIOA Title 1 individualized career (intensive services) and training services at the Job Centers. The contracts have a required service level for individuals with barriers and mandate a process for the referral of individuals to in-demand training. All contracts OSO and Title 1 service providers are required to have a service referral process between programs. The contracts are monitored annually and include performance criteria in Bay Area WDB’s competitive procurement process.

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

All Bay Area WDB contracted WIOA service providers are required to create a greater awareness of non-traditional occupations (NTO) by presenting local labor market information, identifying NTO employment opportunities, and promoting post-secondary technical training programs to all Title I program participants during the initial stages of registration and enrollment. Incorporating customer testimonials (employer and job seeker) and ‘success stories’ is also strongly encouraged. Contractual service charts include program year NTO goal provisions and every participant’s Individual Service Strategy (ISS) is properly documented to confirm NTO information delivery.

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)]

Incumbent worker (Attachment 11), on-the-job training (Attachment 14), and customized training (Attachment 15), are not programs in place or planned at this time. The Board provides business services through the various alliances and two contracted positions as described in Section B (1)(b) and Section A(6) of this plan.

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)]
The Bay Area WDB has a strong relationship with the four Technical Colleges in the area and coordinates WIOA Title I services with the colleges’ programs for entrepreneurial training and support programs for individuals who desire business ownership.

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.

Apprenticeship training is emphasized and included on the Bay Area WDB’s high-demand occupation training list. The region’s four technical colleges’ apprenticeship staff routinely provide technical assistance and information to the Bay Area contracted WIOA Career Services Specialists, augmented by training sessions on how apprenticeships are developed, the training process and the funding of the apprenticeships.

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.

a. Advanced manufacturing makes up about 25% of the employment in the Bay Workforce Development Area (it is even higher in some sub regions) and it pays the highest average wage of any occupational sector based on available labor market information. As a result, Workforce Innovation & Opportunity Act (WIOA) training funds are focused on this vital industry sector. Likewise, staff time and resources have been focused on developing and maintaining initiatives such as the Northeast Wisconsin Manufacturing Alliance and the North Coast Marine Manufacturing Alliance. An Industry Sector Partnership grant from DWD has provided funding for both incumbent worker and prospective worker training for Marinette Marine Corp. which received a large US Navy contract to manufacture littoral combat ships. Training is provided to eligible manufacturing workers during seasonal layoff periods, especially in the shipbuilding industry.

b. Health care is also an important industry sector in the Bay WDA and the Bay Area WDB has worked closely with NWTC and LTC to provide appropriate training in this sector for WIOA eligible participants. In some cases, the Bay Area WDB purchased entire sectors of Licensed Practical Nurse (LPN) training from the technical colleges and developed “bridge programs” that ladder from LPN to full Associate Degree Registered Nursing (RN) training.

c. The Bay Area WDB is spearheading an on-going dialogue with the transportation industry sector as well to better understand the needs of that sector’s increasing role in our regional economy. The presence of the home office of Schneider National as well as a number of other trucking companies makes this an important area for attention. Bay Area WDB is currently working with employers to assess their needs, evaluate new partnerships, identify training opportunities, and explore the use of programs such as OJT to meet business needs in the transportation sector.

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.

A keystone pillar to the Bay Area WDB’s strategy to best meet and support key industry sector workforce needs centers on promoting, marketing, and resourcing six (6) primary high-demand occupation training clusters – advanced manufacturing, healthcare, information technology, transportation and logistics, construction, and customer service/insurance. The Bay Area WDB’s training policy and associated high-demand training list exclusively emphasizes its focus on key industry sectors by ensuring only high-demand occupation training programs are funded utilizing WIOA resources, unless unique individual circumstances justify otherwise, which require a waiver approval granted by the Bay Area WDB staff.

Additionally, the Bay Area WDB contracted through competitive procurement a Business Solutions Specialist position, designed to better understand the immediate and projected workforce needs of key industry sectors and ultimately assist the development and implementation of strategies to connect and train job seekers in alignment with these emerging employment opportunities.

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. **The Bay Area WDB will review any new priority of service processes issued by DET.** In accordance with WIOA, the Bay Area WDB prioritizes low-income, ethnic minorities, basic skills deficient, and English Language Learners in its Adult programming. **In the meantime, see previous response under Section IV. (A)(1).**

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)] **See previous response under Section IV. (A)(1).**

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). **See Attachment 10, “Priority of Service To Veterans’ Policy”**

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.

At this time, the Bay Area WDB does not intend to transfer funds between the two programs, but will maintain the option to do so. Based on evidenced need, Dislocated Worker funds are most likely to be transferred to the Adult program due to a decreasing trend of dislocations in the area coupled by a significant increase in Adult clients seeking WIOA career services. A request for transfer will be submitted to DWD if there is a need.

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.

The Bay Area WDB continues to research the feasibility and value-added potential of pursuing pay-for-performance contracting, particularly aimed towards historically challenging programming and performance-driven goals. Pay-for-performance contracting options are anticipated in the very near future.

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.

- Adult Program: Career Services 65% and Training 35%
- Dislocated Worker Program: Career Services 61% and Training Services 39%

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.

All Bay Area WDB contracts have a mandated service level for targeted populations--individuals with disabilities are included in this mandate. These mandates are monitored and contractual performance is considered during all future competitive procurement actions.

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

   a. TANF - Coordinated and co-location process at each job center for referrals and service provision.

   b. Food Share Employment and Training - Coordinated and co-location process at each job center for referrals and service provision.

   c. Adult Basic Education and English Language Learning Programs Authorized by Title II of WIOA - Services provided on site at most of the job centers or a referral/service delivery process agreement.
d. **Registered Apprenticeship** - Services provided on site at most of the job centers or a referral/service delivery process agreement.


f. **National Farmworker Jobs Grant Program** - MOU for referrals and service provision.

g. **Senior Community Service Employment Program (SCSEP)** - MOU for referrals and service provision.

3. Describe how the local workforce development board will work with local and statewide offender re-entry 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).

Bay Area WDB has been a leader in Wisconsin with offender reentry initiatives since 1998 when we began the “Windows to Work” program at the Oshkosh Correctional Institution. Windows to Work was later expanded to the Taycheedah women’s prison in 2010 through a federal Earmark grant that was used to develop a specifically female centered curriculum called “Steps to Success.” Both programs continue with funding from Bay Area WDB and DOC. Contractors utilize all WIOA assessments and employment tools in those programs. Many participants enroll in WIOA training upon release.

Bay Area WDB staff and several board members have been active in reentry initiatives including: 1) participation in prison job fairs at Green Bay, Oshkosh, and Kettle Moraine, 2) semi-annual presentations in the Challenges and Possibilities program at the Green Bay prison, 3) membership on the Brown County Corrections Relations Board that meets bi-monthly, and 4) regular presentations to the Prison Aftercare Network (PAN) of faith-based prison ministry groups.

Bay Area job centers work closely with DOC Community Corrections agents to provide job search services to offenders upon release. Inmates incarcerated at Sanger B. Powers work release center near Green Bay come to the Northeast Wisconsin Job Center in Green Bay to take advantage of the Work Keys program and several dozen of the men have earned an NCRC over the past several years.

Bay Area WDB introduced DOC to the significance of Computer Numerical Control (CNC) training by bringing the CNC Mobile Lab into Oshkosh and Taycheedah in 2012 and DOC now has their own CNC Mobile Lab. Staff also helped with the introduction of an electrical training program at GBCI in 2013.

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 three technical colleges in the Bay Area at members of the job center partnerships and Management Teams to ensure coordination with ABE services. Bay Area job centers in Sheboygan, Manitowoc, and Marinette are located on technical college campuses. NWTC provides GED training four days each week at the Northeast Wisconsin Job Center in Green Bay.

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)]

Bay Area contracted WIOA service providers coordinate delivery of Title I Basic Career Services with Job Service staff at local Job Centers throughout the Bay WDA. Additionally, Bay Area WDB staff collaborates with Wagner-Peyser Program staff, participating in oversight of the Job Center system through various Job Center management teams in order to ensure proper coordination and delivery of WIOA services.

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.

Individual Employment Plans (IEP) are developed with all Bay Area WDB WIOA Title I participants. Plans are mutually-developed between participant and contracted WIOA Career Services Specialists and updated by contracted service providers on a regular basis. Ideally, program completion occurs when the individual has completed the plan of service as included in the IEP and enters appropriate employment.

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

The Bay Area WDB does not allocate or allow any WIOA funding for Needs Related Payments except for activities governed by and in compliance with the Bay Area WDB Youth Stipend and Incentive Policy. See Attachment 19, (Youth Stipend and Incentive Policy Eff. 09/17/2015”

8. Attach the WDB’s Supportive services policy. See Attachment 17, “Support Service Policy Eff. 11/19/2015”

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.
All Bay Area WDB contracted WIOA Career Services Specialists (CSS) are required to maintain regular contact with assigned participants, using the most appropriate and convenient means of communication, as identified and defined by the participant. Bay Area CSS’s establish and ensure two-way communication with adult and dislocated worker participants every 90 days and with youth participants every 30 days, at a minimum.

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.

A soft exit occurs when a participant who does not receive any WIOA-funded or non-WIOA-funded partner services for 90 consecutive calendar days and is not scheduled for future services except follow-up services.

Bay Area WIOA contracted Career Services Specialists and program operators must not prevent program exits by extending service dates or opening new services unless they can demonstrate that they are actively serving the participant. A participant who withdraws from or drops out of the program will be exited using ASSET’s soft exit functionality.

Exit Procedure for No Contact Files

Bay Area contracted WIOA Career Services Specialists complete the following exit procedure for all participants that there has been no contact with for six (6) months:

- Write “no contact” on the front of the file
- Close all services except one intensive service as of the date of last contact (when you spoke to client by phone or in person); actual end dates should not be extended beyond this date as BAWDB staff need the flexibility for choosing the appropriate exit date to best meet performance measures. It is understandable that this may not always be possible so use your best judgment in determining the appropriate end date
- Remaining open intensive service should have a planned end date at least one year in the future (if possible)
- It is not necessary to do the ISS Exit Form unless you choose to
- Review the file for accuracy as you would any other file
- Add case note that file is being submitted for exit review
- Add client name and PIN to New Exit Form on website and submit file to Bay Area WDB for exit processing

Bay Area WDB staff complete the following client program exit process:
• If employment information is found in UI records, Bay Area WDB staff will close the last service, close Manage Programs and enter case note regarding actual exit

• If employment information is not found in UI records but file review is ok, Bay Area WDB staff will add the Keyed Date (on the New Exit Form) as 01/01/1900 and note the appropriate explanation in the “Notes” box

• All no contact files will remain at the Board office. At least monthly, Bay Area WDB staff will review UI records for employment on all no contact files

• If/when employment is verified, Bay Area WDB will process the exit using the best date to meet performance measures. The “Keyed Date” will be changed from 01/01/1900 to reflect the date that the exit was processed

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. See Attachment 18, “Follow-up Services Policy”.

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 Bay Area WDB defines “unlikely to return to a previous industry or occupation” as a an eligible dislocated worker who has received notice of layoff and whose previous position or place of employment has been eliminated or closed, consequently preventing his/her return; or an eligible dislocated worker who has received notice of layoff and whose occupation is not included in one of the five primary high-demand occupations identified by the Bay Area WDB and desires WIOA services to assist transitioning into a high-demand sector. The Bay Area WDB staff reserves the right to waive this definition requirement if certain cases warrant inclusion – i.e. a dislocated welder whose health prevents him/her from continuing in their current occupation can be considered for inclusion and eligible for dislocated worker services.

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

   Bay Area WDB contracted dislocated worker service providers maintain close working relationships with RES facilitators and regularly participate in RES sessions and activities throughout the WDA. In every case, contracted dislocated worker Career Services Specialists (CSS) provide WIOA Dislocated Worker program information to RES facilitators and coordinate formalized referral processes.

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.
All Trade Adjustment Act (TAA) activities are coordinated through one of the local area TAA representatives. Depending on the timing of the TAA petition filing, TAA information (not an actual intake) may or may not be incorporated in the Rapid Response Worker Information session(s). Bay Area WDB contracted dislocated worker Career Services Specialists will assist the TAA representative for all TAA activities, to include communication and coordination efforts leading to and following formal TAA intake sessions.

Bay Area WDB service providers and designated TAA representatives work very closely to ensure transparency and seamless delivery of services to co-enrolled participants.

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 Bay Area WDB Program Operations Manager is responsible for identifying local area Rapid Response practitioners as well as coordinating all Rapid Response activities across the WDA. A local area Rapid Response practitioner is located at each one of the eleven Job Centers operated in the Bay Area WDA. See Bay Area WDB Rapid Response Architecture below:

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

The Bay Area WDB’s Rapid Response process is extremely adaptive, responsive, and flexible based on the characteristics of the dislocation and specific needs of the employer and affected workforce. Generally, if the layoff affects less than 25 individuals, the designated local area Rapid Response practitioner is delegated the responsibility for coordinating all rapid response activities, augmented by support from the Bay Area WDB staff. If the number of workers affected is greater than twenty-five (25), or if the situation warrants, the Bay Area WDB Program Operations Manager is responsible for coordinating all rapid response activities.

The following steps outline the Bay Area WDB’s Rapid Response Process:

i. Notice of the layoff is received by the Bay Area WDB;

ii. Bay Area WDB contacts all appropriate Rapid Response staff in accordance with the above Rapid Response Architecture;

iii. Bay Area WDB directly contacts the layoff employer and schedules an initial Rapid Response coordination meeting;

iv. Bay Area WDB staff, Job Service District Supervisor, and the local area Rapid Response practitioner meet with the employer, Rapid Response Worker Information session(s) is scheduled, and an agenda/session information awareness poster is developed and disseminated to the employer and all appropriate rapid response staff;
v. Worker Information Packets are assembled and contain at a minimum:
   - Worker Information Agenda
   - Overview of WIOA Dislocated Worker Program and all Bay Area WDB Job Center Dislocated Worker Career Services Specialist contact information;
   - Unemployment Insurance FAQ sheet
   - DWD Roadmap
   - Starting Over Booklet
   - DWD Layoff Guide
   - Healthcare Options Matrix
   - United Way 2-1-1 Pamphlet
   - Skill Explorer Brochure
   - DWD Dislocated Worker Survey
   - Job Center-specific materials (i.e. workshops calendar etc.)

vi. Worker Information Session(s) is conducted and includes presenters from the following agencies: Bay Area WDB, Job Service representative, the appropriate local area Rapid Response practitioner/Job Center dislocated worker staff, an Unemployment Insurance representative, community resources representative (i.e. United Way), Wisconsin Technical Community College representative, and if applicable, Trade Adjustment Act representative.

vii. DWD Dislocated Worker surveys are collected and mailed via USPS to DWD Dislocated Worker Unit for processing;

viii. Local Area Rapid Response practitioner coordinates follow-up activities with local RES facilitators and Bay Area WDB Program Operations Manager;

ix. Bay Area WDB Program Operations Manager conducts follow-up with layoff employer representatives.

c. Mechanisms for routine communication between the WDB and Job Service. See VI. (4)(b)

d. Integration of the minimum level of required transition services (see list at https://workweb.dwd.state.wi.us/det/bwt/dw/default.htm) See Bay Area WDB’s Rapid Response Process as outlined in VI. D. (4)(b)

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

Supplemental services are provided for impacted workers, including, but not limited to:
• An introduction to Job Center of Wisconsin website and assistance with registering
• Assistance in identifying transferable skills
• Training options and programs to enhance current skills
• Resume assistance and review
• Online job search tips and assistance applying for jobs online
• Interviewing workshop and practice via Interview Stream
• Veteran services
• Services for workers with disabilities
• WIOA Information and Enrollment sessions
• Information regarding Healthcare Options and the Affordable Care Act
• Referral information for financial planning, Social Security, retirement, 401K, and other investment funds
• Local resources and support networks and contact information

f. Mechanisms for leveraging staff and other resources

The Bay Area WDB and its staff have strong relationships with area employers having created one of the first Industry Sector Partnerships (ISP) in the state, the Employers Workforce Development Network, in 1998. The Bay Area remains a national model for industry sector partnerships, including the NEW Manufacturing Alliance, a partnership of 130+ manufacturers and associate members. NMA is considered the most sophisticated and effective ISP in the state. It has received statewide, national, and international recognition for its innovative workforce development programs. The Bay Area WDB and Job Center partners have a direct pipeline to members of this alliance, as well as the following business sector organizations:

• The North Coast Marine Manufacturing Alliance
• The Greater Green Bay Healthcare Alliance
• The NEW Insurance Consortium
• The NEW North IT Group

Rapid Response activities and updates are shared during all local and regional meetings, including meetings of the Job Center Team, Local Elected Officials, Bay Area Board, Strategic Leadership, Program Performance, Career Services Specialist Training, Regional Business Services, and in turn, attendees will share this information with their organizations in an effort to identify employment and other opportunities for dislocated workers.
g. Effective utilization of materials

Bay Area WDB provides an inventory of materials individually packaged in a folder and provided to workers attending group information sessions at the workplace site or elsewhere. Additionally, each Rapid Response point person assigned by job center, maintains a ready supply of packets should an individual come directly to the job center. In addition, facilitators are encouraged to include specific Job Center information, such as workshop schedules, staff contact information, computer lab resource information, partner agency services, etc. At a minimum, packets include the following resources:

- Starting Over – A 27 page booklet provided by DWD
- Layoff: A guide to Assistance – 18 page booklet supplied by DWD
- Job Center of Wisconsin.com information
- Road Map (Rapid Response – DWD provides both a “trade” and “non-trade” version of this pamphlet
- A map of Northeast Wisconsin Job Centers with addresses and phone numbers – Produced by NEW North
- An internally produced WIOA Overview and listing of Job Center Rapid Response Pints of Contacts, and their phone numbers, emails job center locations.
- Skills Explorer – 7 page booklet describing the platforms features and graphics demonstrating the resources and information available
- Unemployment Benefits: How to Apply information sheet
- Healthcare Options Available in Wisconsin informational sheet
- Job Dislocation: Making Smart Financial Choices (FINRA) – Trifold brochure
- United Way Information Line (2-1-1) – Magnetic cards available from local United Way providing a phone number to call for referral services (including crisis), as well as a website where local services can be found based on a search by location and key word.
- Other materials suggested (and available as needed) include Local Job Center Information, Services and Contacts; Training information from the local Technical College, Human Services Information, and The Wisconsin Veteran’s Guide to Employment Services and Benefits (a tri-fold pamphlet)

h. Engagement of appropriate partners. See all of Section VI. D.

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)]
The Bay Area WDB relies on open lines of communication with One-Stop-Operator partner agencies, community and faith based organizations, private, public, and governmental agencies, and its own organic Business Solutions resources to maintain awareness of impending layoffs. Although the Bay Area WDB is not directly involved in layoff aversion activities, it proactively applies its resources to best ensure affected employees are sufficiently prepared and informed of available services prior to actual layoff.

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 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.

**Contracted Workforce Innovation and Opportunity Act (WIOA) Bay Area Career Services Specialists (CSS) and Trade Adjustment Act (TAA) case managers are co-located at Bay WDA Job Centers and coordinate referrals, services and participant transfers through established Job Center partners’ coordination and referral processes. Local agreements defer to the Bay Area WDB’s lead providing initial intake, eligibility screening, ASSET entry, assessment and referral to TAA for additional case management and training services (as applicable). Upon completion of TAA training the participant is referred to the Job Center and Bay Area WDB WIOA CSS staff for placement services. The Program Operations Manager of the Board and the District Director of Job Service jointly monitor the delivery of the services and address any issues or problems. Meetings with the combined TAA and WIOA staff are held to develop specialized services or address problems and issues.**

**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.

   **The Bay Area WDB provides funding for computer labs and associated basic computer skill classes at various locations across the WDA.**

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

   **Bay Area WDA contracted WIOA service providers coordinate delivery of Title I Basic Career Services with Job Service staff at local Job Centers throughout the Bay WDA. Additionally, Bay Area WDB staff collaborates with Wagner-Peyser Program staff, participating in oversight of the Job Center system through various Job Center management teams in order to ensure proper coordination and delivery of WIOA services.**
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 Bay Area WDB intends to follow a standardized set of procedures for all Title I participant registrations, enrollments, assessments, Individual Service Strategy development, exits, and follow-up. Participants desiring training services will require the standardized sequence to properly ensure eligibility and appropriateness for the identified training program, although the process may be expedited if warranted by the situation.

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.

The Bay Area WDB does not intend to provide any additional services beyond what is outlined in the Act and TEGL 3-15.

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.

The Bay Area WDB funds the OSO contracts for provision of basic career services (Core Services) and the WIOA Title I intensive and training services at the job centers. The contracts have a required service level for individuals with barriers and mandate a process for the referral of individuals to in demand training. All contracted OSO and Title I service providers are required to have a service referral process between programs. The contracts are monitored annually and the process is a performance criteria in the RFP process. The MOU process will define the role for DVR, TANF, ABE and literacy programs.

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. Provide the WDB’s definition of “self-sufficiency." (DET is currently developing guidelines for all local areas; in the meantime the WDB's current definition should be used).
An individual is considered self-sufficient if they have the education, work experience, and life skills necessary to provide for themselves and their family without the assistance of public or private organizations. The individual possesses the means to support themselves and their family.

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. **This is not an allowable process within the Bay Area.**

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.
   - **ITA:** 90%
   - **OJT:** 10% *Veterans and eligible spouses of veterans only*
   - **Incumbent Worker Training:** 0%
   - **Transitional Jobs:** 0%
   - **Customized Training:** 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 Bay Area WDB does not intend to allocate any WIOA funding to incumbent worker training.**

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 Bay Area WDB does not intend to allocate any WIOA funding to provide transitional jobs. See Attachment 12, “Transitional Jobs”

4. Describe how the WDB will, with representatives of secondary and post-secondary 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)]

There are two industry sectors that have career pathways: healthcare and manufacturing. All Title I program participants interested in and appropriately qualified for pursuing an occupational career in the healthcare field are encouraged and supported by a “laddering” service strategy, typically beginning with a Certified Nursing Assistant (CNA) certificate and culminating with an Associates (or higher) degree in Registered Nursing (RN).

Manufacturing is the other career pathway that job seekers can follow via the NEW Manufacturing Alliance’s website. There are two pathways: Computer Numerical Control or Industrial Maintenance. To view either pathway go to: http://www.newmfgalliance.org/career-exploration/cnc-career-pathway or http://www.newmfgalliance.org/career-exploration/industrial-maintenance-career-pathway. The website provides job seekers many local colleges from which to choose from as a means to begin their career pathway.

The Bay Area WDB is working with industry to explore and further develop career pathways.

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 Bay Area WDB does not have an Individual Training Account Policy, see Attachment 13.

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

The ITA list for the Bay Area is reviewed annually and continuation of the provider is based on current labor market information on employability options for the training, completion rates of individuals funded for the training, wages of the individuals funded and the cost of the training vs. the same training cost from other providers.
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.


   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. Not applicable in the Bay Area.

   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.

      The Bay Area WDB contracts with the Department of Corrections for services to male and female offenders. The services to these populations are contracted through the RFP process and are monitored for effectiveness.

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

   The need for training services determination begins with the client interview and culminates with the development of the career pathway training plan. The career or occupation training plan is supported through formal career interest and aptitude assessment(s) and a comprehensive service strategy.

   a. If a determination is made that the participant 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; are in need of training services to obtain or retain employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment; and have the skills and qualifications to participate successfully in training services

   b. If career services are not provided before training, the case file must document the circumstances that justified the determination to provide training without first providing career services

   c. Participant has selected a program of training services that is directly linked to a demand occupation; and

   d. Are unable to obtain grant assistance from other sources to pay the costs of such training and related support services or requires WIOA assistance in addition to other sources of assistance (e.g. Pell Grants).
H. Youth Program

WIOA outlines a broader youth vision that supports an integrated service delivery system and gives framework through which states and local areas can leverage other Federal, State, Local and philanthropic resources to support in-school and out-of-school youth.

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.

The Bay Area WDB hired a full time Work Experience Youth Program Coordinator to promote, facilitate, and administer paid work experience opportunities for eligible youth participants. Primary responsibilities include developing and establishing a network of businesses committed to participation in youth work experience opportunities and managing all program and fiscal elements.

Bay Area WDB contracts all services, and through the contractual process, the amount of funding per title is strictly controlled and enforced. This contractual process will ensure the mandated Out-Of-School Youth expenditures will be met or exceeded.

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

All Bay Area WDB youth service provider contracts emphasize the critical importance of incorporating evidence-based strategies for improving outreach and engagement with youth populations.

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

Recently, Bay Area WDB youth programming includes WIOA and non-WIOA funding sources in order to create a more holistic service concept to better ensure enrolled youth participants have the necessary and appropriate services to achieve their individual educational and/or occupational goal and ultimately self-sufficiency.

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

The Bay Area WDB is spearheading a pilot project in the Greater Green Bay Area, collaborating with local area ‘at-risk youth’ service providers, to include K-12 counselors and administrators, community based organizations, and governmental health and human services organizations to better identify, engage, and ultimately enroll secondary school dropouts and non-attenders. Once
identified, the youth and their parents/guardians are contacted to begin the WIOA service delivery process.

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

The Bay Area WDB aggressively case manages and individually tailors service strategies through formal/objective assessment of barriers, aptitudes, interests, and goals in alignment with local labor market data. Great emphasis and intensive case management is devoted to preparing young people to be successful in the classroom and/or the workforce.

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.

All Bay Area WDB WIOA contracted youth service providers annually receive over 80-hours of advanced technical training facilitated by the Bay Area WDB staff. Proper assessment of literacy/numeracy aptitudes as well as appropriate remediation techniques, tactics, and procedures are incorporated into nearly all training sessions and periodically reviewed and evaluated to ensure program performance metrics are met.

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

All youth program participant's Individual Service Strategies (ISS) are regularly reviewed and monitored by Bay Area WDB staff to ensure full compliance with WIOA regulations and local policy directives. A stated occupational goal with an associated career pathway must be clearly articulated and documented in all ISSs.

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.

All Bay Area WDB contracted youth service providers are required to administer the Test of Adult Basic Education (TABE). Youth who are assessed to be below a 9.0 grade level in math and/or reading will be considered “basic skills deficient” and appropriate services will be developed and implemented to assist the youth overcome this notable barrier to education and/or employment.

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.

During the Design Framework stage of youth program enrollment, all Bay Area WDB youth participants undergo a comprehensive series of objective assessments to support the development of the Individualized Service Strategy and achievement of a specified occupational goal. Bay Area WDB staff makes available a wide-variety of approved assessments to serve this purpose and includes: Wis-Careers and Career
Cruising career interest inventories, Casey Life Skills, O*net, TABE, Job Center of Wisconsin, among other formal and informal assessments.

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.

All Bay Area WDB contracted WIOA Career Services Specialists directly facilitate the development, design, and delivery of services aimed towards achievement of a high-demand occupational goal. Depending on the educational status and goals of the participant, appropriate educational services and activities are designed and implemented to promote retention, matriculation, and credential attainment. See Attachment 17, “Supportive Services Policy”

5. Describe the activities the local board will provide to prepare the youth for post-secondary educational and training opportunities. See previous response.

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** - County Health and Human Services Departments
   b. **Homeless** - Transitional Living Programs and Community Homeless Shelters
   c. **Runaway** - Transitional Living Programs and Community Homeless Shelters
   d. **Pregnant or parenting** - Family Services Corporation, Teen Parenting Programs
   e. **Individuals with a disability** - County Health and Human Services and DVR
   f. **Foster children** - County Human Services and Independent Living Programs
   g. **Aging out of foster care** - Bay Area WDB is the current Independent Living Program Provider for Region 2 (comprised of WDAs 4 and 5)
   h. **English language learners** - WTCS and local K-12 school districts
   i. **School dropouts** – Local K-12 school districts
   j. Within the age of compulsory school attendance, but have not attended school for at least the most recent complete school year quarter.

The Bay Area WDB continues to leverage and strengthen relationships and partnerships with the following youth service providers across the eleven-county WDA:
   i. Division of Vocational Rehabilitation
   ii. Eleven county Human Services departments and divisions
   iii. Wisconsin Department of Children & Families
   iv. Wisconsin Department of Corrections
   v. Sixty-two school districts - Special emphasis on alternative education and similar ‘at-risk’ youth educational programming
vi. CESA-6, 7, and 8

vii. Family Services Corporation
   - Transitional Living Program
   - Pathways to Success

viii. Forward Service Corporation

ix. Great Lakes Training & Development

x. Advocates for Healthy Transitional Living, Inc.

xi. American Foundation of Counseling Services

xii. Court-Appointed Special Advocates (CASA)

xiii. Local Boys and Girls Clubs

xiv. Local YMCAs and YWCAs

xv. Wisconsin Technical College System (WTCS)
   - College of Menominee Nation
   - Fox Valley Technical College
   - Lakeshore Technical College
   - Northeast Wisconsin Technical College

xvi. Hispanic Chamber of Commerce

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

In addition to directly providing or making available the below services, based on individual needs, Bay Area WDB contracted youth service providers provide professional referral assistance to other agencies/services including but not limited to: housing, energy, basic needs, elderly or disabled, ELL, TANF, W2, FSET, DVR, and OVS.

i. Tutoring, study skills training, and dropout prevention strategies;

ii. Alternative secondary school services;

iii. Paid and unpaid work experiences;

iv. Occupational skills training;

v. Education offered concurrently with workforce preparation;

vi. Leadership development opportunities;

vii. Supportive services;

viii. Adult mentoring;

ix. Follow-up services;

x. Comprehensive guidance and counseling;

xi. Financial literacy education;
xii. Entrepreneurial skills training;

xiii. Labor market information;

xiv. Activities that prepare youth for post-secondary education/training

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. See previous response in Section III (E).

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.

All Bay Area WDB contracted WIOA Career Services Specialists are required to present comprehensive information detailing all services and programs available through the One-Stop-Operator system, including all mandatory Job Center partner agencies to all participants. Appropriate documentation is noted in participant ASSET case files.

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

   a. YouthBuild;
   b. AmeriCorps;
   c. Job Corps;
   d. Youth Apprenticeship; and
   e. Registered Apprenticeship.

The Bay Area WDB maintains close working relationships and communication networks with the above youth programs and provides detailed information regarding each program to all WIOA youth participants.

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

The Bay Area WDB has recently spearheaded two unique collaborative projects in its continuing efforts to expand, augment, and synergistically improve the efficacy and efficiency of WIOA youth programming. The Bay Area WDB was recently awarded a significant project grant from the Wisconsin Department of Children and Families and centers on developing a continuum of services aimed towards preparing youth aging out of the foster care system for the ‘world of work.’ Ideally, many of these vulnerable youth will be co-enrolled in WIOA youth programs, expanding their access to post-secondary education and purposeful employment opportunities leading to self-sufficiency achievement. The geographic scope of the project combines the Bay Area and Fox Valley WDAs, leveraging the strong partnership forged by the two WDBs. The project’s genesis began with a piloted project funded by the Greater Green Bay Community Foundation, bringing together multiple local area youth service providers.
united through a common cause of preparing ‘at-risk’ youth for the challenges of adulthood by focusing on the development, funding, and achievement of individualized career pathways.

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

As applicable, all Bay Area WDB contracted youth service providers directly deliver the appropriate youth program element(s) based on the participant’s individual need and supported by the objective assessment process. In certain cases, youth service providers may elect to refer a youth participant to a partner agency that is better qualified or equipped to deliver the service, but ultimate responsibility for ensuring the value and timeliness of the service is retained by the Bay Area WDB and its contracted youth service providers.

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

Youth Individual Service Strategies (ISS) are “living, breathing document” and are reviewed and updated on a quarterly basis, at a minimum. Assessments are a continuous process to ensure appropriate service strategies are developed and implemented and a service narrative is provided and co-authored with the youth’s direct participation.

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). See Attachment 19, “Youth Stipend and Incentive Policy”

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

The Bay Area WDB developed a three-prong approach and strategy designed to comply with the stated 20% formula fund expenditure for work experience requirement. First, all Bay Area WDB youth service provider contracts include a 20% Work Experience (WE) goal provision to encourage and promote WE opportunities. Secondly, the Bay Area WDB developed a permanent WE Program Coordinator position responsible for promoting and marketing WIOA services to regional high-demand occupation employers as well as facilitating and administering WE opportunities by connecting youth participants to worksite career explorations. Lastly, the Bay Area WDB intends to leverage existing high-demand occupation alliances and WDB-employer partnerships to better engage regional stakeholders and foster increased youth WE participation and ‘buy-in.’

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.
The Bay Area WDB’s definition of the in-school youth eligibility criterion – “requires additional assistance…” is the same as for out-of-school youth. [See H (17) below.]

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.

The Bay Area WDB’s definition for the “requires additional assistance” youth eligibility criterion is based on the “FIVE-FACTOR MODEL” non-cognitive skill assessment, an evidenced-based framework to predict educational and workplace effectiveness outcomes. Youth who are assessed below a specified threshold utilizing the FIVE-FACTOR MODEL or a similar approved soft-skills assessment will be considered unprepared for the ‘world of work’ and eligible for the full complement of WIOA youth services.

18. Attach a list of the current youth service providers. See Attachment 23, “Youth Service Providers”

I. New Service Strategies for WDAs Failing Performance Measures

As required by WIOA, in response to any WDA failing to meet local performance accountability measures for Adult, Dislocated Worker, or Youth programs in any program year, the Governor (state) will provide technical assistance. Technical assistance may include assistance in the development of a performance improvement plan or the development of a modified local plan. WDAs that fail to meet local performance accountability measures for any program year must describe all new or innovative service delivery strategies the WDA has employed or is planning to employ. The description must also describe how the initiative maximizes resources, improves service levels, improves service quality, achieves better integration or improves performance levels. In addition, the initiative's general design, anticipated outcomes, partners involved and funds leveraged must be described.

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.

Each Bay Area WDB Job Center is managed by a team of mandated WIOA partners, organized into individual Job Center management teams and has in its composition one or more community based organization(s) (CBO). The Bay Area WDB may elect to incentivize community based organization participation in the competitive procurement process by incorporating a “bonus score” category during the rating process for proposals submitted by members of community based organizations.
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.

The Bay Area WDB has a rich history of contracting with community based organizations and will continue to strengthen regional WDB-CBO partnerships and further encourage CBO participation in WIOA workforce development activities.

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)]. See Attachment 22, “Procurement Policy”

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

   a. Career Services - All Adult and Dislocated Worker career services are based and provided at one of eleven Bay Area Job Centers across the WDA. Based on the Bay Area WDB competitive procurement process, contracted service providers vary depending on location and structure of accepted proposal and negotiated contract. In every case, a qualified Adult and/or Dislocated Worker Career Services Specialist is available to and dedicated to deliver premium WIOA career services to eligible program participants.

   b. Youth Services - Bay Area WDB contracted youth service providers maintain a solid presence at every Bay Area Job Center; however, based on current outreach and engagement strategies oftentimes deliver services at locations throughout the WDA in order to promote ease of access and convenience to youth participants. All service delivery locations and strategies are subject to Bay Area WDB staff approval to ensure coordination and efficient resource allocation and deployment.

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)]

   The Bay Area WDB staff conducts regularly scheduled fiscal, program, and participant satisfaction survey monitoring for each WIOA service provider contract. Monitoring information and results are provided to service providers: Best practices, areas of concern, and findings are addressed. All monitoring results are included in future procurement actions.

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)]
In addition to facilitating a mandated comprehensive contracted service provider training program (outlined in the following response category), the Bay Area WDB utilizes a three-part contract monitoring process – fiscal, program, and direct participant interviews to ensure contractual deliverables are met, challenges are immediately identified, and corrective action plans developed. Key industry sector alliances (Healthcare, Advanced Manufacturing, Marine Manufacturing, Information Technology, and in-development Transportation) and their employer member voices serve a critical role in the alignment of WDB resources and programming strategies.

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.

The Bay Area WDB staff provides a comprehensive training package, delivered on a quarterly basis for all contracted service providers. Additionally, the Bay Area WDB staff facilitates bi-monthly training sessions for all youth service providers. Not including refresher or remediation training based on sub-performing contractors, the Bay Area WDB staff is responsible for conducting nearly 1500 man hours of technical and service program training annually. Agenda topics range from ensuring a consistent understanding and application of local policy narratives, to mastering WIOA eligibility determination, to diversifying service delivery designs to sharing innovative outreach and engagement concepts, among many other subjects identified or recommended by staff and contracted service providers.

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

The Bay Area WDB controller conducts annual fiscal monitoring of all contracted service providers, while the Bay Area WDB Program Operations Manager monitors all program and service delivery elements. The Bay Area WDB Program Operations Assistance conducts regular, oftentimes daily ASSET monitoring of randomized participants and/or Career Services Specialists’ caseloads for compliance with regulations and local policy directives. Additionally, Bay Area WDB staff personally review every participant file prior to program exit. Errors requiring correction are returned to the responsible service provider before processing for final exit.

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

The Bay Area WDB and its contracted service providers use the ASSET data system to document and record all WIOA-related activities and services. Additionally, the Bay Area WDB contracted youth service providers utilize eWISACWIS for all Independent Living participant activities.
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.

In addition to WIOA performance standards, the Bay Area WDB routinely includes performance goals or milestones in various service provider contracts to target specific populations and/or deliver certain services in specified geographic areas. Additional performance metrics typically originate based on self-driven research, information gathered from community/faith based organizations, and state-provided demographics. In the event contractors fall short of expectations, corrective action plans may be initiated or if warranted, the contract may be modified through mutual agreement and based on new or additional information.

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.

Bay Area WDB staff closely monitors and documents all performance metrics, to include evaluating predictive analysis measures which provide a more robust proactive strategy to ensure quality programming across the WDA. Performance data is used as a evaluative tool during the competitive procurement process and offers both a qualitative as well as quantitative assessment of contractor performance.

Additionally, Bay Area WDB staff incorporates performance-driven tactics, techniques, and procedures during all service provider training sessions to better ensure contractors fully understand program goals and contractual deliverables, which directly benefit WIOA program participants.

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 objective of Bay Area WDB’s WIOA program for adults and dislocated workers is the acquisition and retention of employment that results in economic self-sufficiency. All individuals registered in Bay Area WDB’s WIOA programs will have an Individual Employment Plan (IEP) developed in conjunction with program staff. Ideally, program completion occurs when the individual has completed the plan of service as included in the IEP and enters appropriate employment. Individuals will also be exited from WIOA services for other reasons including: retention of previous employment, institutionalization, incarceration, entry into military services or apprenticeship, self-employment, family care, health or medical related reasons or death.

Participants are to exit the WIOA program when:

i. They are employed at a level that meets the local definition of self-sufficiency;
ii. They have not received any WIOA funded or WIOA-partner funded services for a period of 90 days and no services are scheduled.

iii. There has been no contact for six months

**Entering Employment**

The participant must be working and earning wages not subsidized or reimbursed by WIOA. If the placement is with the same employer that provided the WIOA training, the participant enters employment the first day that the job was no longer subsidized by, or the wages reimbursed with, WIOA funds.

All exit-based measures for adults and dislocated workers take effect after the participant has exited all WIOA Title I and partner services.

The minimum 85% wage for dislocated workers should not be the final determining factor; the need for services should be the guiding force.

**Interim Employment**

Participants may be employed during the time they are involved in WIOA services so that they can meet their living expenses. This particular employment may not necessarily be the participant’s “goal” employment, and it may not meet the local standard for “self-sufficiency.” In these cases, participants should not be exited from the program.
FORM A
2016 WIOA Local Plan
Bay Workforce Development Area

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:
FORM A
2016 WIOA Local Plan
Bay Workforce Development Area

Assurances and Signatures

a. 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.

b. Oversight of the status and activity of the WDA’s Job Center sites during a critical incident or pandemic, including regular status reports to DET Services COOP Branch Director or designee as required.

c. 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.

This plan has been developed for the Bay Workforce Development Area in accordance with the terms of the Workforce Innovation and Opportunity Act (WIOA).

Approved for the Workforce Development Board

Workforce Development Board Chair

Name (type or print): MICHAEL D. TROYER

Signature: __________________________ Date: _____________

Approved for the Counties of the Workforce Development Area

Chief Local Elected Official

Name (type or print): THOMAS M. NELSON

Title: OUTAGAMIE COUNTY EXECUTIVE

Signature: __________________________ Date: _____________
Form B

2016 WIOA Local Plan
Bay Workforce Development Area

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.

(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.

Printed Name and Title of Authorized Representative

__________________________________________________
Signature

__________________________________________________
Date
FORM C
2016 WIOA Local Plan
Bay Workforce Development Area

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.

Grantee/Contractor Organization

Signature of Certifying Official

Printed Name of Certifying Official

WIOA Title I-B
Program/Title

Date
<table>
<thead>
<tr>
<th>Comprehensive Center</th>
<th>Center Manager &amp; Contact Information</th>
</tr>
</thead>
</table>
| Bay Central Job Center 701 Cherry Street Green Bay, WI 54301 (920) 448-6760 | Brian Pelon  
brian.pelon@dwd.wisconsin.gov  
(920) 448-6772 |
| Bay East Job Center 3733 Dewey Street Manitowoc, WI 54220 (920) 683-2888 | Brian Ognacevic  
brian.ognacevic@gotoltc.edu  
(920) 208-5820 |
| Bay North Job Center 1605 University Avenue Marinette, WI 54143 (715) 732-7840 | Kris Parkansky  
(715) 732-7840 |
| Bay South Job Center 3620 Wilgus Street Sheboygan, WI 53081 (920) 208-5800 | Brian Ognacevic  
brian.ognacevic@gotoltc.edu  
(920) 208-5820 |
| Fox Cities Workforce Development Center 1802 Appleton Rd. Menasha, WI 54952 (920) 997-3272 | Donna Janda  
donnajanda@live.com  
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| Door County Job Center 1300 Egg Harbor Rd. #124 Sturgeon Bay, WI 54235 (920) 743-6915 | Kim Carley  
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(920) 743-6915 |
| Shawano Job Center 607 East Elizabeth Street Shawano, WI 54166 (715) 524-2511 | Courtney Windorski  
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(715) 526-4766 |
| Oconto Job Center 1201 Main St. Oconto, WI 54453 (920) 834-4621 | Lynn Ratzburg  
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(920) 834-4621 x1105 |
| College of Menominee Nation Job Center N172 Hwy 47/55 Keshena, WI 54135 (715) 799-5600 |
| Oneida Nation Job Center 2640 West Point Rd Green Bay, WI 54304 (920) 490-6800 | Natasha Chevalier  
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| Stockbridge-Munsee W13447 Camp 14 Rd | PO Box 70 Bowler, WI 54416 | Jolene Bowman  
jolene.bowman@mohican-nsn.org  
(715) 793-4060 |
March 18, 2016

Annette Meudt, Auditor
Department of Workforce Development
Division of Employment and Training
PO Box 7972, Room G100
Madison, WI 53707

RE: WDB #5 Public Notice of Local Plan for Public Comment

The Bay Workforce Development Area 2016 WIOA Local Plan was reviewed and approved for Public Comment by the Bay Area Workforce Development Board on January 21, 2016, and the Chief Elected Officials Board on February 11, 2016. Bay Area WDB (WDA #5) provided the following notification of access to its proposed Local Plan for public comment:

Public Notice
The general public of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano and Sheboygan counties and surrounding areas, are hereby notified that the Bay Area Workforce Development Board will be submitting the Bay WDA 2016 WIOA Local Plan to the DWD-DET on or before March 31, 2016. A copy is available at www.bayareawdb.org/media. Public comments will be received through March 16, 2016. For copies, additional information, auxiliary aids for individuals with disabilities, or to comment on the Plan, contact James M. Golembeski, Executive Director/EOO, Bay Area Workforce Development Board, 317 W Walnut St, Green Bay WI 54303 or via email igolembeski@bayareawdb.org or phone (920) 431-4100; TDD/TTY 7-1-1. The Bay Area WDB, serving WIOA Title I, is an Equal Opportunity Employer and Service Provider.

The above Public Notice appeared in eight (8) regional/local newspapers, was posted at each of the WDA’s eleven (11) county courthouses, it’s ten (10) American Job Centers, was emailed to a vendor network, and noticed on the Bay Area WDB website, www.bayareawdb.org--the link appearing on the Skills Wisconsin Salesforce network of workforce and economic development professionals, and Linkedin.

During the 30-day review period, February 15, 2016 – March 16, 2016, Bay Area WDB received one response with comments (see Attachment 2, “Response to Public Comments”). no comments related to the Plan were received.

Respectfully submitted,

James M. Golembeski
Executive Director / EOO

Bay Area WDB, serving WIOA Title I, is an Equal Opportunity Service Provider and Employer.

Serving Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano and Sheboygan counties.
Only one commentator provided input on the Bay Area WIOA Local Plan. Several comments were included in that communication.

1. Page 2, 1c—Are you currently administering three Wisconsin Fast Forward grants or should it be “we have administered three...”?

   Bay Area Workforce Development Board is currently administering three Fast Forward grants: Marinette Marine, Bay Shipbuilding, and Burger Boats. Those are on-going initiatives.

2. Page 4, Q2—the demand sectors do not agree with those listed on page 38 – one lists:
   - Page 4 – Health care, advanced manufacturing, new/emerging technologies, construction and transportation
   - Page 23(8) – Advanced Manufacturing, healthcare, information technology, transportation and logistics and customer service/insurance industry.

   These two lists should be aligned in the final document.

3. Page 9, second bullet under E – it should just state “Youth” – instead of specifying “Out-of-School Youth” which would limit our ability to serve

   The phrase “Out-of-School Youth” will be replaced with “eligible Youth.”

4. Page 32, Q4 - Just a thought – the website link connect to the ACP process within the schools. I think your Youth Advisory Committee and Strategic Leadership Committee are taking a great interest in this area. With school and employer representation on both, it may be worth mentioning that this has been an ongoing focus of the group.

   The suggestion is appreciated. ACP is addressed in several subsections of Section II of the Local Plan.

5. Page 34, 1a - The answer doesn’t really address the question. The question asks how you’re going to ensure 75% of funds are spent on OSY – the answer is all about Work Experience which can be funded for ISY or OSY.

   The last line of that paragraph will be changed to read: “Bay Area WDB contracts all services and through the contractual process, the amount of funding per title is strictly controlled and enforced. This contractual process will ensure the mandate OY expenditures will be met or exceeded.”

6. Page 3, 13- Technically the ISS is informally reviewed at every appointment, but it is not formally “reviewed and updated on a monthly basis at a minimum” -- If the State was to look for that in case files they would not find an indication that it has been done. I think it may better read as:
“The Youth Individual Service Strategies (ISS) is a “living, breathing document” which outlines goals and is used as a guide to service provision. The service narrative is co-authored with the youth’s direct participation to ensure understanding and commitment to ongoing engagement. CSS staff assess situational changes which may impact success at regular appointments through informational interviewing and/or assessments. If additional service needs or goals are identified, the ISS is updated to reflect the changes. A new ISS will be drafted if significant changes occur.

This is a helpful comment and staff will take it under advisement, but each contract has a set of deliverables and all procedures may not apply in every contract. Bay Area WDB staff will monitor each contractor’s performance individually and accordingly.

Page 40, 17 - I have taken this assessment and found it to be fairly accurate to my personality, but I am not clear by the answer in the plan as to how it will be used as a means to identify youth eligible for our program. There are many differing opinions on its validity in determining employability. For instance – having a high score in some areas shows a strength for a leadership role, while having a high score in another may be a strength for a team member role. Results may indicate a better fit for a certain type of position over another, but I don’t feel it would identify someone as needing specific employability skills. That being said, I note that the window is left open to use a similar assessment and perhaps the CSS Team would have some recommendations.

The Five-Factor Model is a non-specific occupational readiness assessment tool to objectively assist in determining a youth’s level of preparedness to enter education and/or the workforce. Historically, determining whether or not a youth required additional assistance to be successful in the ‘world of work’ was overly subjective, and its practical application across the WDA lacked consistency. The Model is to be utilized in conjunction with other formal career interest inventory assessments in order to create a more comprehensive sight picture of the youth’s needs, barriers, interests, and goals. Contracted Bay Area WDB youth service providers may utilize alternative objective assessments to determine “requires additional assistance….once approved by Bay Area WDB staff.
THIS AGREEMENT made and entered into by and between the Local Elected Officials Board of the Wisconsin Bay Area Counties Consortium (hereinafter referred to as the “Board”) and the Bay Area Workforce Development Board (hereinafter referred to as the “WDB”) of the Bay Workforce Development Area in Wisconsin (hereinafter referred to as the “Bay WDA”).

WITNESSETH

WHEREAS, the Board is the legal representative of the Bay Area Counties Consortium formed under §113-118 §106 (b) (1) of Public Law 113-128, the Workforce Innovation and Opportunity Act (hereinafter referred to as “WIOA”); and

WHEREAS, the Board has the authority to appoint the membership of the WDB under WIOA §107(b); and

WHEREAS, it is the responsibility of the WDB to provide policy and strategic guidance for, and exercise oversight with respect to, activities under WIOA in the Bay WDA in partnership with the Board; and

WHEREAS, the Board and the WDB are required to enter into operational agreements under WIOA §107 (c) (1) (B);

NOW, THEREFORE, in consideration of the responsibilities of each party as designated in WIOA, the Board and the WDB each agree to enter into the following procedures and relationships in order to achieve the purpose and goals of WIOA.

SECTION I: THE RESPONSIBILITIES OF THE BOARD AND THE WDB

A. The Board agrees to exercise diligently, and in a timely manner, the responsibilities reserved to the Board in WIOA as follows:

1. The Board, in consultation with the Governor, will designate the Local Workforce Investment Area.

2. The Board will appoint the members of the WDB.

3. The Board will serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area under WIOA.

4. The Board will designate an entity to serve as the local grant sub-recipient for grant funds allocated to the local area under WIOA.

5. The Board will conduct regular oversight of the activities of the WDB.
Attachment 3

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6. The Board will review WDB decisions and negotiate agreement with the WDB in regard to:
   a. Memoranda of Understanding with WIOA Partner Agencies;
   b. Designation of One-Stop Operators;
   c. The Corporate Budget of the WDB.

7. Consult with the Governor regarding designation as a “planning region” with other Workforce Investment Areas.

B. The Board and the WDB agree to exercise their joint responsibilities, as designated in WIOA, in the following ways:

1. The WDB shall have primary responsibility to conduct a strategic planning process that results in the development of the WIOA Local Plan, following the provisions of WIOA §108. The WDB will submit the draft Local Plan to the members of the Board for review and comment at least 45 days prior to its required submission date. Formal agreement on the Local Plan will be required from both the Board and the WDB before it is submitted to the Governor. The Local Plan shall include a description of the local One-Stop Delivery System as designated in WIOA §108 (a) (6).

2. The WDB may appoint the members of the Youth Standing Committee. The Board reserves the right to veto, through formal action, any appointment made by the WDB to the Youth Standing Committee.

3. The WDB will conduct oversight of the One-Stop Delivery System as a regular Agenda item at its meetings. WDB staff will submit appropriate status reports on the operation of the One-Stop Delivery System to the Board at least quarterly. The Board may request additional reports and audits from the WDB staff as required and necessary, to carry out its responsibilities to ensure the appropriate utilization of funds under WIOA.

4. In the event of a vacancy in the position of WDB Executive Director, each of the parties, the Board and the WDB, shall appoint at least two members to serve on a search committee to conduct the hiring process. The agreement of each party, the Board and the WDB, must be obtained before a candidate is hired.

C. The WDB agrees to carry out diligently and in a timely manner, the responsibilities reserved to the WDB in WIOA, as well as other appropriate responsibilities given the WDB by the Board. These include, but are not limited to:

1. The development and implementation of WIOA Local Plan;
2. Workforce research and regional labor market analysis;
3. Convening, brokering, and leveraging local workforce development system stakeholders in the development of the Local Plan;
4. Employer engagement;
5. Career pathways development;
6. Lead efforts to identify and promote proven and promising practices to meet the needs of employers, workers, and job seekers;
7. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, and job seekers;
8. Program oversight for youth workforce investment activities and the One-Stop Delivery System in the local area;
9. Negotiation of local performance accountability measures;
10. Selection of One-Stop operators and providers;
11. Coordination with education partners;
12. Budget and administration of the local workforce board;
13. Ensure accessibility for individuals with disabilities.

D. To carry out its statutory and other responsibilities, the WDB:

1. Shall serve as the Grant Sub-Recipient and Administrative Entity for the WDA;
2. Shall prepare and approve a budget for programs and administration;
3. May hire staff;
4. May be incorporated;
5. May solicit and accept contributions and funds from other public and private sources;
6. May not provide direct program services, even with non WIOA funds, without the consent of the Board.

SECTION II: THE DEVELOPMENT OF THE LOCAL PLAN

A. The WDB, in conjunction with the Board, is responsible for the development of the WIOA Local Plan through a regular strategic planning process, input from WIOA partner agencies, and the assistance of WDB staff.

B. The WDB shall make WIOA Local Plan available for public comment and present the Local Plan in open public hearings prior to final approval by the Board and the WDB for submission to the Governor. Public comment shall be reviewed and summarized for inclusion with the Plan. Written justification shall be provided if the Plan is not altered to conform to public comments pursuant to Section 19.84 Wisconsin Statutes.

C. The Board and the WDB shall concur on the Local Plan prior to its submission to the Governor following the established procedures for each respective body. Upon approval by both bodies, the Local Plan shall be submitted to the Governor.

D. The Joint Executive Committee of the WDA and the WDB shall be convened in the event that the Board and the WDB are unable to agree on the Local Plan, for the purpose of resolving disputes concerning the development of the Local Plan which cannot be resolved by other means.
E. Following the submission and approval of the Local Plan, the WDB shall follow established procedures for the development and approval of contracts and budgets, informing the Board of such decisions in a timely manner. Such contracts for service provision and amendments to such contracts shall be approved by the WDB and executed by the WDB Chair or other appropriate signatories for that body. Contract amendments involving expenditures of less than 15% of a cost category may be approved by the WDB Chair.

F. Modification of the Local Plan, as defined by the state Policy Manual, shall require approval of the WDB with notification to the Board following the established procedures for each respective body. Either body may request modification of the Local Plan by notifying the Chair of the other body at least 30 days prior to action being taken on such a request. After 30 days, each body shall act on the request at the next scheduled meeting.

SECTION III: OPERATING PROCEDURES

A. Bylaws: The WDB and the Board may establish Bylaws and/or Operating Procedures for their respective organizations which are consistent with the provision of this and any other bilateral agreements between the parties. In the event that any such Bylaws or procedures shall be found to be in conflict with the provisions of this or any other bilateral agreements, the provision of said agreements shall prevail.

B. WDB Membership: Members of the WDB are appointed to represent sectors of the WDA as outlined in WIOA §106 and the initial plan of appointment approved by the Board. All members of the WDB shall reside and be employed within the Bay WDA. If it is in the best interest of the WDA, one of the two requirements may be waived in an individual case by the Board. Any change in residence, employment or other status which affects the representative status of a WDB member shall be forwarded to the Board Chair within 90 days of said change. Changes in status which render a WDB member no longer representative of the sector from which originally appointed shall result in the Board declaring said position vacant.

C. Alternates: In the course of WDB operation, alternate WDB members shall not be appointed or designated.

D. Size of the WDB: The WDB, as originally constituted, consisted of 39 members representing sectors indicated in the Chief Elected Officials Consortium Agreement, and was later amended to allow up to 45 members at the time of redesignation under WIOA. The WDB may determine its own size following its being certified and convened. The WDB agrees that it will not exercise its right to alter its size without the consent of the Board.

E. Cause for Removal: Any member of the WDB may be removed therefrom by the Board for cause at the recommendation of the WDB, including the following:

1. Causes specified in Wisconsin Statutes §17.16 (2);
2. Failure of the WDB member to fulfill in timely and proper manner his/her obligations under this Agreement, or if the WDB member shall violate any of the covenants or stipulations of this Agreement. However, nothing herein shall be construed to permit removal of any WDB member for failure to concur in any proposed agreement with the Board;

3. For conviction of any federal or state felony;

4. Failure to attend at least 50% of the scheduled meetings each program year. The WDB Secretary shall inform the Board Chair of the WDB attendance records after each WDB meeting;

5. For changes in status that affect representation as outlined in Section II (B) of this Agreement.

F. Filling of Vacancies: Vacancies on the WDB shall be filled by appointment by the Board in accordance with the Act and the Chief Elected Official Consortium Agreement and WDB Bylaws in effect at the time of the vacancy.

G. Conflict of Interest: Members of the WDB, members of WDB committees, and members of the Board must maintain the public trust in all matters concerning the use of federal and state funds for the purpose of carry out program requirements, especially the responsibility to uphold the reputation and integrity of the program. To accomplish this:

1. The WDB shall establish written Conflict of Interest policies in its Bylaws, and adhere to Conflict of Interest policies established by the state.

2. No member of the WDB and its committees, or members of the Board and its committees, shall cast a vote on the provision of services by that member (or any organization of which that member is an owner, manager, employee, or agent), or vote on any matter which would provide direct financial benefit to that member (or any organization of which that member is an owner, manager, employee, or agent). The WDB or the Board may require members to leave the room during discussion and voting on issues in which they have a conflict of interest, and in any event the conflicted member may not participate in the discussion of such an issue unless the member is answering questions directly addressed to him/her by the WDB or Board Chair. This requirement in and of itself does not preclude WDB or Board members or their businesses from participating in program contracts.

3. The WDB shall have on file an annual Disclosure/Conflict of Interest form which is signed by each WDA member, each Board member, and each Administrative staff member. The disclosure statement must include, but not be limited to, the organizational and fiduciary affiliations of the individual and the individual’s immediate family, as defined by state policy, which may present a potential conflict of interest for that individual.
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H. Maintenance of Effort: To ensure maintenance of effort, no contracts for grants to service providers shall be in violation of the maintenance of effort requirements of federal law or regulations or rules of the Department of Workforce Development, Division of Employment and Training or its successor agency.

I. Grievance Procedures: The Administrative Entity shall establish and maintain a grievance procedure for resolution of grievances and complaints about its programs and activities from participants, subgrantees, subcontractors, and other interested persons. The WDB shall develop a Grievance Policy for Board approval and, upon approval, carry out the provisions therein.

J. Liaison Committee: A Liaison Committee consisting of two members of the Board, appointed by the Board Chair, and two members of the WDB, appointed by the WDB Chair, shall be convened upon the joint call of the Chairs of the Board and the WDB to resolve conflicts on issues of mutual concern. The Chairs, in making the appointments, shall jointly appoint one of the committee members as Chair and issue the charge to the committee. Upon issuance of its report to both parties, the committee shall be dissolved.

K. Indemnification: The Board and the WDB recognize the need to protect all members of the WDB and the Board against loss, liability or damages that may result from their joint and separate actions in performing responsibilities under WIOA. To accomplish this, it is agreed that:

1. The Administrative Entity/Grant Sub-Recipient shall obtain errors and omissions insurance, bonding and general liability insurance. The Board and the WDB members shall be named as additional insureds on the general liability policy and errors and omissions insurance.

2. The WDB agrees during the term of this Agreement to indemnify and save harmless the Board, its successor and assigns, from and against every claim, demand, suit, payment, damage, loss, costs, and expense that the Board, its successors and assigns, may hereafter suffer, incur, be put to, pay or lay out by reason of the WDB performing its obligations under this Agreement, provided, however, that the provisions of this section shall not apply to claims, demands, suits, payments, damages, losses, costs, and expenses caused by or resulting from the acts or omissions of the Board, its successors or assigns, or by any agency, board, officer, employee, agent, assign or representative of a county contained in the Bay WDA.

L. Efficiency: The WDB and the Board shall commence, carry on and complete their obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws.

M. Voting: The following provisions shall apply:

1. All approvals under this Agreement shall require the approval of a majority of the members present at a meeting of such said bodies, unless a vote of greater than a simple majority is called for in the Bylaws of the respective body.
2. Votes on matters which require concurrence of the WDB and the Board shall be by roll call and recorded in the Minutes of the respective bodies.

3. At no time shall the WDB and the Board vote as a single unit.

4. Absentee voting is not allowed by either the WDB or the Board.

N. Quorum: At minimum, a majority of the current membership of the WDB or of the Board is required to be in attendance to constitute a quorum for purposes of conducting business by each of the respective bodies.

O. Joint Committees:

1. A Planning and Evaluation Committee may be established as needed for the provision of WIOA services, and consist of at least three (3) members of the WDB appointed by the WDB Chair, and at least one (1) Board member appointed by the Board Chair. The Planning and Evaluation Committee shall:
   a. Assist the WDB and the Board in the development of the Local Plan as required;
   b. Review and evaluate competitive proposals for the provision of WIOA program services for adults and dislocated workers when such a process in put in place;
   c. Review and evaluate competitive proposals for the provision of WIOA program services for youth as may be required.

2. A Joint Executive Committee comprised of the Board Chair and Vice Chair, the WDB Chair, Vice Chair, Secretary and Treasurer, may be established as needed between the Board and the WDB. This committee shall:
   a. Address issues pertaining to this and other Board/WDB agreements as required, including the regular renewal of this Agreement;
   b. Resolve disputes concerning the development and approval of the Local Plan which cannot be resolved through other means;
   c. Handle disagreements among the WDB staff, or between staff and service providers which cannot be settled through usual grievance procedures or through regular committee operations.
   d. Handle other issues and responsibilities as required by law which involve the coordinated efforts of the Board and the WDB.

3. An Administrative Budget Committee may be established, as required, to participate in the development of a budget for administering WIOA and other funding available to the WDB. The Administrative Budget Committee shall be comprised of the WDB Treasurer, who
shall chair the committee, and at least two additional WDB members appointed by the WDB Chair, and at least one Board member appointed by the Board Chair.

Section IV: GENERAL ADMINISTRATIVE PROVISIONS

A. Delivery of Notices and Reports: Notices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party’s address to notify the other party in writing within a reasonable time:

1. To the Board addressed to the designated Chair at her or his current address;

2. To the WDB addressed to the designated Chair at her or his current address.

3. Electronic delivery via email is also allowable with the date and time indicated on the communication and delivered to the current email address of the party. Any member of the Board or the WDB may request that United States Postal Service delivery of hard copies of communication be used to deliver notices and reports.

B. Open Meetings Required: The provisions of Wisconsin Statutes Chapter 19 Subchapter IV, regarding open meetings of governmental bodies shall apply to all meetings and proceedings of the WDB, including those of its formally constituted subunits. The provisions of Wisconsin Statutes §19.96, specifically shall apply.

C. Public Records:

1. The WDB and the Board shall maintain copies of records of their activities in all major areas, including all meeting agendas and minutes, contracts, fiscal and management documentation.

2. The Administrative Entity shall be the custodian of the public records of the WDB and of the Board, or in the event that the Administrative Entity is unable to serve this function, the Board shall designate an alternate custodian of the public records.

4. The WDB and the Board shall each adopt policies under the Public Records Law for the duplication and distribution of copies of public records and the charges therefor.

5. The Board and the WDB shall have complete access to the Workforce Investment Act (WIA) or Workforce Innovation and Opportunity Act (WIOA) records of both bodies, except for records of closed sessions of the WDB or Board pursuant to Wisconsin Statutes §19.85, and this Agreement wherein persons not members of that body may be excluded.

6. The WDB and the Board shall send copies of all agendas and minutes thereof to the members of both bodies at all times. Electronic communication is acceptable.

D. Non-Exclusion of Members: The WDB and the Board shall not exclude members of either body from meetings in closed session pursuant to Wisconsin Statutes §19.85 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 Board, the Administrative Entity and Local Grant Sub-Recipient agree not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of factors prohibited by federal or state law, including WIOA §188 and Wisconsin Statutes §111.31. 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. Term of the Agreement: The term of this Agreement shall commence as of July 1, 2016, and shall continue through June 30, 2018. This Agreement shall be reviewed by the WDB and the Board by June 1, 2018 in order to draft a successor agreement, which shall be executed prior to July 1, 2018.

G. Amendment of Agreement:

1. Either party may propose amendments to this Agreement at any time. Requests for amendment shall be authorized in accordance with the Bylaws of the body initiating the request. No proposed amendment may be considered by the body unless a written copy has been mailed to the members of the body at least ten (10) days prior to consideration. An amendment to amendment(s) so proposed shall be in order.

2. Proposed amendment, approved in accord with the above, shall be communicated to the other party [in accord with IV (A) above] and shall be acted upon by that party no less than ten (10) days nor more than sixty (60) days following receipt. No proposed amendment may be acted upon unless the text thereof has been mailed to the member of the body at least 10 days prior to consideration.

3. The other party must respond with a written notice of concurrence or non-concurrence, or, a written request to negotiate within 10 days of consideration of the amendment.

H. Assignment or Transfer: The WDB shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or novation, without prior written consent to the assignment of this Agreement to WDB’s corporate successor which shall be bound in all respects as is the WDB.

I. 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 no superseding federal law applicable.

J. Construction: Should any part, clause, paragraphs 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 shall remain in full force and effect unless amended in accord with the article.

K. Signatory Powers: The Chair of the WDB and the Board Chair or in their absence or disability, the Vice-Chair of the WDB and the Vice-Chair of the Board, shall be the signators for the WDB and
the Board respectively when authorized to execute any document on behalf of said bodies by formal action thereof. The signatures shall be duly attested by the Secretary of the respective body.

L. Entire Agreement: The entire Agreement of the parties is contained herein and this Agreement supersedes any and all prior oral agreements and negotiations between the parties relating to the subject matter thereof.

SECTION V: RATIFICATION OF THIS AGREEMENT

A. This Agreement shall require the approval of the WDB and the Board, as required by their respective Bylaws at a meeting of each body, authorizing the execution of the agreement.

B. Each signatory thereof certifies that he/she has the legal authority of the governing body of the parties thereto to enter into this Agreement, and the parties jointly and separately accept the responsibility for the operation of the program under WIOA.

IN WITNESS THEREOF,

__________________________________________  ____________________________________________
Thomas Nelson                                     Michael Troyer
Chair, Chief Elected Official                       Chair, Bay Area WDB

Date                                            Date
This Chief Elected Official (CEO) Consortium Agreement between the counties of the Wisconsin Bay Workforce Development Area, is made and entered into this (insert date) by and between the counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano and Sheboygan, as bodies corporate organized under the Laws of the State of Wisconsin.

RECATALS

WHEREAS, the Congress of the United States adopted Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA) enacted July 22, 2014, authorizing the expenditure of Federal funds to streamline services through Statewide Workforce Investment Systems, empower individuals through information and access to training resources, provide universal access to core career services, increase accountability for results, ensure a strong role for local governmental boards and the private sector in the Workforce Investment System, facilitate State and local flexibility, and improve youth programs; and

WHEREAS, under WIOA §106 (b), the Wisconsin Governor (“Governor”) has designated eleven (11) Workforce Development Areas (“WDAs”) within the State to administer the provisions of the WIOA; and

WHEREAS, the WDA, designated by the Governor, for the Counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano, and Sheboygan (collectively, “Counties;” individually, “County”) is the Wisconsin Bay Workforce Development Area (“Bay WDA”); and

WHEREAS, the WIOA, as well as Wisconsin Statute §66.0301, provides counties within a WDA the authority to enter into consortium agreements so as to allow them to define their roles and duties in administering the applicable provisions of the WIOA; and

WHEREAS, in accordance therewith, the Board of Supervisors for each County in the Bay WDA adopted Resolutions authorizing their respective Chief Local Elected Official (“CLEO”) to enter into this Chief Elected Official (CEO) Consortium Agreement Between the Counties of Bay Workforce Development Area in Wisconsin (“Agreement”), for the purpose of carrying out WIOA §107.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Counties, through their respective CEOs, do hereby agree as follows:
AGREEMENT

SECTION I – DEFINITIONS

For purposes of this Chief Elected Official (CEO) Consortium Agreement (“Agreement”), the following definitions shall apply to the following terms/acronyms:

A. “Counties Consortium” (“County Consortium”) – shall refer to the eleven (11) counties of the Bay WDA that, through their respective Chief Elected Officials (CEOs), have constituted themselves to be a Consortium per Wisconsin Statutes §66.0301.

B. “Workforce Development Board (WDB) / Local Elected Officials Board (LEO Board) Joint Agreement” (“Joint Agreement”) – shall refer to that Agreement entered into between the LEO Board and the WDB, pursuant to WIOA §107 and §121, for purposes of memorializing their respective partnership obligations thereunder.

C. “Chief Elected Official” (CEO) – shall refer to the County Executive of the counties that have an office of County Executive under Wisconsin Statutes Chapter 59, and shall refer to the Board Chair of those counties that do not have an office of County Executive thereunder.

D. “Consortium Chief Local Elected Official” (CLEO)– shall refer to that Local Elected Official (LEO) selected by the LEO Board per its duly enacted “Local Elected Officials Bylaws of the Consortium” (“LEO Bylaws”) to serve as the Chair of the LEO Board under WIOA. The LEO selected hereunder must be an elected official of the County, as opposed to a non-elected Designee.

E. “Designee” – shall refer to that individual designated by his/her CEO under applicable LEO Bylaws to serve, in place of said CEO, as one of the eleven (11) LEO Board members; provided that he/she is either:
   1. An elected official of his/her respective County; or
   2. A special non-elected representative of said CEO.

F. “LEO Board” – shall refer to the eleven-member board of commissioners appointed to act as the Bay Workforce Development Area’s County Consortium governing unit and legal representatives, the membership of which shall:
   1. Consist of each County’s CEO or Designee; and
   2. Shall be maintained in accordance with the governing LEO Bylaws, as may be amended from time to time.

G. “Workforce Development Board” (“WDB”)– shall refer to the entity appointed by the LEO Board WIOA §107, to provide, in partnership with the LEO Board, policy and strategic guidance for, and exercise oversight with respect to, WIOA programs, services, and activities in the Bay WDA.
H. “Local Plan” – shall refer to the 5-year comprehensive Local Plan developed by the WDB in partnership with the LEO Board in a manner consistent with the State plan, as well as WIOA §108.

I. “Memorandum of Understanding” – shall refer to the Agreement WIOA §121 (c), developed by the WDB and approved by the LEO Board, entered into between the WDB and respective One-Stop Partners in regards to the WDA’s One-Stop Delivery System.

J. “One-Stop Delivery System” (“OSDS”) – shall refer to the system that, at a minimum, makes accessible, through One-Stop Operators selected by the WDB and the LEO Board, at not less than one physical center in each WDA, the services described within WIOA §121 (e).

K. “Workforce Investment System” – shall refer to the statewide system developed, with WIOA funds, to provide WIOA programs, services and activities through a One-Stop Delivery System.

SECTION II – ESTABLISHMENT OF THE CONSORTIUM.

A. Pursuant to Wisconsin Statute §66.0301, the Counties of the Bay WDA – Brown, Door, Florence Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano, and Sheboygan, through their respective CEOs, do hereby constitute themselves to be the Bay Workforce Development Area Chief Elected Official (CEO) Consortium (“Consortium”) for purposes of WIOA §107.

B. In establishing said Consortium, each County, or any combination thereof, reserves the right to petition the Governor to become a separate district or WDA without requiring the approval of the other counties so long as notice, in the manner set forth in the governing LEO Bylaws is provided to each County in advance, and the related petition complies with governing law.

C. The Counties may terminate this Chief Elected Official (CEO) Consortium Agreement (“Agreement”) in the event that expected or actual funding from the State or Federal governments, or other sources, is withdrawn or substantially reduced in such a fashion as to make the continued operation of the Bay WDA unfeasible, effective only upon advance notice of termination with receipt acknowledged by each County and the Governor.

D. The Consortium may be dissolved, and this Agreement rescinded; provided that consent from all of the Counties’ Board of Supervisors and the Governor is obtained in advance thereof.

E. In the event that the WDA’s WDB and the LEO Board fails to agree upon the development and/or submission of the Local Plan, created pursuant to WIOA, and/or the choice of a grant recipient or sub-grant recipient, as more fully referred to herein, the Governor shall re-designate a local WDA under WIOA §106, thereby terminating this Agreement.

F. Any County that withdraws from the Consortium, whether through the aforementioned petition, termination, or dissolution provisions, shall remain solely responsible for its proportionate share of any and all liabilities, as determined by the LEO Board, that in any way relate to any period prior to said County’s withdrawal.
SECTION III – GOVERNANCE/ORGANIZATION OF THE CONSORTIUM.

A. The Consortium shall exercise those powers granted to CEOs under WIOA through its governing unit and legal representative, the LEO Board – an eleven (11) member board of commissioners whose membership must consist of each County’s CEO or Designee, and shall be maintained consistent with the governing LEO Bylaws (“Bylaws”) and Joint Agreement, as may be amended from time to time.

B. In accordance with its Bylaws, the LEO Board shall elect from its membership a Chair, a Vice-Chair, and such other officers as may be provided for therein. Both the Chair and Vice-Chair must be elected officials of their respective counties, as opposed to non-elected Designees, and any vacancies hereunder shall be filled by election, in accordance with the applicable Bylaws for the remainder of the unexpired term.

C. Along with any additional duties proscribed within the Bylaws, and unless stated otherwise, the Chair of the LEO Board shall serve as the Consortium Chief Local Elected Official (CEO), his/her term of which shall be specified within the Bylaws, for purposes of WIOA §107; shall execute all documents and contracts as authorized by the LEO Board; shall appoint a staff person of one of the counties or the administrative entity, if the latter exists, to serve as the Board Clerk; and shall have the authority to speak on behalf of the Consortium in all matters relating to WIOA.

D. Along with any other appointments set forth in the Bylaws or Joint Agreement, and so long as consistent therewith, the LEO Board, subject to Governor certification under WIOA §106, shall appoint a Workforce Development Board (“WDB”) to set policy for the Workforce Investment System in the WDA, the minimal composition of which must include:

1. A majority of representatives who are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority, who represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area, and are appointed from among individuals nominated by local business organizations and business trade associations;

2. Not less than 20 percent of representatives of the workforce within the local area who shall include representatives of labor organizations nominated by local labor federations; and a representative who shall be a member of a labor organization or a training director from a joint labor-management apprenticeship program.

In addition, representatives in this category may include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve Veterans or that provide or support competitive integrated employment for individuals with disabilities; and organizations that have demonstrated experience and
expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

3. Representatives of entities.administering education and training activities in the local area, who shall include a representative of eligible providers administering adult education and literacy activities under Title II; a representative of institutions of higher education providing workforce investment activities (including community colleges); and may include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

4. Representatives of governmental and economic and community development entities serving the local area, who shall include a representative of economic and community development entities; a representative from the State employment service office under the Wagner-Peyser Act serving the local area; a representative of the programs carried out under Title I of the Rehabilitation Act of 1973 serving the local area; and may include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and may include representatives of philanthropic organizations serving the local area.

5. May include other individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate. If, after a reasonable effort, the LEO Board is unable to agree on the above appointments, the Governor may appoint the WDB members from individuals so nominated or recommended, pursuant to WIOA §107 (c) (1) (B) (ii). The WDB duly appointed by the LEO Board, pursuant to WIOA §107, shall be known as the Bay Area Workforce Development Board (“Bay Area WDB” or herein, “WDB”).

E. When WDB vacancies occur, the LEO Board will solicit nominations from appropriate business, education, state, and community organizations throughout the region to fill the workforce board vacancy. All LEO Board members may submit such nominations. The WDA Administrative Entity will carry out the required process for accepting nominations and properly record all such nominations for the LEO Board.

F. Unless specifically designated otherwise in the Bylaws or Joint Agreement, and so long as is consistent therewith, the LEO Board shall serve as the Local Grant Recipient (“Grant Recipient”) for WIOA grant funds allocated to the WDA, and shall be liable in the manner more fully set forth herein, for any misuse thereof. The LEO Board shall retain said liability regardless of whether it amends the Bylaws or Joint Agreement for purposes of designating another entity to be the Grant Recipient. Additionally, the LEO Board shall designate an entity to serve as the Local Grant Sub-Recipient (“Sub-Recipient”) for WIOA grant funds allocated to the WDA. Unless, and until such time that the Bylaws and Joint Agreement are amended to designate another entity and, so long as consistent therewith, the Sub-Recipient for the WDA shall be the WDB. This Sub-Recipient designation, as well as any subsequent designation hereunder, shall not relieve the LEO Board of the liability for any misused WIOA grant funds.
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G. There shall be established, as a subgroup of BAWDB, a Youth Standing Committee whose membership shall be appointed, in cooperation with the LEO Board, by BAWDB and shall assist with planning, operational, and other issues relating to the provision of services to youth, which shall include community-based organizations with a demonstrated record of success in serving eligible youth [Sec. 107 (b)(4)(ii)]. The Youth Standing Committee shall:

1. Coordinate area-wide youth services;
2. Assist with planning
3. Oversee operational programs related to youth services
4. Design and build comprehensive youth services at the local level
5. Identify gaps in services and develop a strategy to use competitive selections or community partnerships to address the unmet needs of youth
6. Coordinate youth policy
7. Ensure quality services
8. Leverage financial and programmatic resources
9. Recommend eligible youth service providers

The Youth Standing Committee shall be chaired by a member of the workforce development board and include members of community-based organizations with a demonstrated record of success in serving eligible youth, and may include other individuals with appropriate expertise and experience, parents, participants, and youth, as well as program representatives from:

a. Education and Training
b. Vocational Rehabilitation
c. Health and Mental Health
d. Housing and Public Assistance
e. Justice, including juvenile justice
f. Philanthropy
g. Economic and Community Development
h. Employers

H. To receive funding under WIOA §128, a One-Stop Delivery System (“OSDS”) shall be established, through WDB designation provided that it is consistent with WIOA §107 and §121, and approved by the LEO Board of a One-Stop Operator, that, at a minimum and in a manner consistent with WIOA §121 (d), shall make the following programs, services, and activities accessible at not less than one physical center within the WDA:
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1. Provide the career services described in WIOA §134 (c) (2);

2. Provide access to training services as described in WIOA §134 (c) (3), including serving as the point of access to training services for participants in accordance with WIOA §134 (c) (3) (G);

3. Provide access to the employment and training activities carried out under WIOA §134 (d), if any;

4. Provide access to programs and activities carried out by One-Stop Partners described in subsection (b);

5. Provide access to the data, information, and analysis described in §15 (a) of the Wagner-Peyser Act [29 U.S.C. 491-2 (a)] and all job search, placement, recruitment, and other labor exchange services authorized under the Wagner–Peyser Act (29 U.S.C. 49 et seq.).

SECTION IV – ADMINISTRATION OF THE CONSORTIUM.

As the Consortium’s governing unit, the LEO Board shall exercise ongoing oversight of WDB activities; maintain an ongoing relationship with the WDB; and work in tandem with the WDB for purposes of carrying out WIOA programs, services, and activities. However, unless provided otherwise by WIOA or herein, the details of how the LEO Board and the WDB will work together to accomplish the same, shall be negotiated and contained in an Agreement consistent with WIOA §107 and §116. The aforementioned Agreement, entered into in a manner consistent herewith, is the Bay Area Workforce Development Board / Local Elected Officials Joint Agreement (“Joint Agreement”), as may be amended from time to time. Notwithstanding, the Bay Area LEO Board either exclusively, or in cooperation with the Bay Area WDB, must comply with the following WIOA mandates:

A. The LEO Board shall consult with the Governor on the designation or re-designation of a WDA in the manner provided for under WIOA §106;

B. In partnership with the WDB, the LEO Board shall develop, approve, and submit to the Governor, a Local Plan, including any revisions thereto, that is consistent with the corresponding State Plan, as well as WIOA §108, including, at a minimum, the following therein:

1. A description of the strategic planning elements consisting of—

   a. An analysis of the regional economic conditions including—

      (i) existing and emerging in-demand industry sectors and occupations; and

      (ii) the employment needs of employers in those industry sectors and occupations;
b. 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 industry sectors and occupations;

c. 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;

d. An analysis of the workforce development activities (including education and training) in the region, including an analysis of the strengths and weaknesses of such services, and the capacity to provide such services, to address the identified education and skill needs of the workforce and the employment needs of employers in the region;

e. A description of the local board’s strategic vision and goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), including goals relating to the performance accountability measures based on primary indicators of performance described in WIOA §116 (b) (2) (A) in order to support regional economic growth and economic self-sufficiency; and

f. Taking into account analyses described in subparagraphs (a) through (d), a strategy to work with the entities that carry out the core programs to align resources available to the local area, to achieve the strategic vision and goals described in subparagraph (e);

2. A description of the workforce development system in the local area that identifies the programs that are included in that system and how the local board will work with the entities carrying out core programs and other workforce development programs to support alignment to provide services, including programs of study authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), that support the strategy identified in the State plan under §102 (b) (1) (E);

3. A description of how the local board, working with the entities carrying out core programs, will expand access to employment, training, education, and supportive services for eligible individuals, particularly eligible individuals with barriers to employment, including how the local board 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);

4. A description of the strategies and services that will be used in the local area—
   a. in order to—
      i. facilitate engagement of employers, including small employers and employers in in-demand industry sectors and occupations, in workforce development programs;
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ii. support a local workforce development system that meets the needs of businesses in the local area;

iii. better coordinate workforce development programs and economic development;

iv. strengthen linkages between the OSDS and unemployment insurance programs; and

b. that may include the implementation 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 corresponding region in support of the strategy described in paragraph (1) (f);

5. A description of how the local board will coordinate workforce investment activities carried out in the local area with economic development activities carried out in the region in which the local area is located (or planning region), and promote entrepreneurial skills training and microenterprise services;

6. A description of the One-Stop Delivery System (OSDS) in the local area, including—

a. A description of how the local board will ensure the continuous improvement of eligible providers of services through the OSDS and ensure that such providers meet the employment needs of local employers, and workers and jobseekers;

b. A description of how the local board will facilitate access to services provided through the OSDS, including in remote areas, through the use of technology and through other means;

c. A description of how entities within the OSDS, including One-Stop Operators and the One-Stop Partners, will comply with WIOA §188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding the physical and programmatic accessibility of facilities, programs and services, technology, and materials for individuals with disabilities, including providing staff training and support for addressing the needs of individuals with disabilities; and

d. A description of the roles and resource contributions of the One-Stop Partners;

7. A description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area;

8. A description of how the local board will coordinate workforce investment activities carried out in the local area with statewide rapid response activities, as described in WIOA §134 (a) (2) (A);
9. 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, which description and assessment shall include an identification of successful models of such youth workforce investment activities;

10. A description of how the local board will coordinate education and workforce investment activities carried out in the local area with relevant secondary and postsecondary education programs and activities to coordinate strategies, enhance services, and avoid duplication of services;

11. A description of how the local board will coordinate workforce investment activities carried out under this title in the local area with the provision of transportation, including public transportation, and other appropriate supportive services in the local area;

12. A description of plans and strategies for, and assurances concerning, maximizing coordination of services provided by the State employment service under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) and services provided in the local area through the OSDS, to improve service delivery and avoid duplication of services;

13. A description of how the local board will coordinate workforce investment activities carried out under this title in the local area with the provision of adult education and literacy activities under title II in the local area, including a description of how the local board will carry out, consistent with subparagraphs (A) and (B) (i) of §107 (d) (11) and §232, the review of local applications submitted under Title II;

14. A description of the replicated cooperative agreements [as defined in §107 (d ) (11)] between the local board or other local entities described in §101 (a) (11) (B) of the Rehabilitation Act of 1973 [29 U.S.C. 721 (a) (11) (B )] and the local office of a designated State agency or designated State unit administering programs carried out under Title I of such Act (29 U.S.C. 720 et seq.) (other than §112 or Part C of that title (29 U.S.C. 732, 741) and subject to §121 (f) in accordance with §101 (a) (11) of such Act [29 U.S.C. 721 (a ) (11)] with respect to efforts that will enhance the provision of services to individuals with disabilities and to 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. An identification of the entity responsible for the disbursal of grant funds described in §107 (d) (12 ) (B) (i) (III), as determined by the Chief Elected Official or the Governor under §107(d)(12)(B)(i);

16. A description of the competitive process to be used to award the sub grants and contracts in the local area for activities carried out under this title;
17. A description of the local levels of performance negotiated with the Governor and Chief Elected Official pursuant to §116 (c), to be used to measure the performance of the local area and to be used by the local board for measuring the performance of the local fiscal agent (where appropriate), eligible providers under Subtitle B, and the OSDS, in the local area;

18. A description of the actions the local board will take toward becoming or remaining a high-performing board, consistent with the factors developed by the State board pursuant to §101 (d) (6);

19. A description of how training services under Chapter 3 of Subtitle B will be provided in accordance with §134 (c) (3) (G), including, if contracts for the training services will be used, how the use of such contracts will be coordinated with the use of individual training accounts under that chapter and how the local board will ensure informed customer choice in the selection of training programs regardless of how the training services are to be provided;

20. A description of the process used by the local board, consistent with subsection (d), to provide an opportunity for public comment, including comment by representatives of businesses and comment by representatives of labor organizations, and input into the development of the local plan, prior to submission of the plan;

21. A description of how One-Stop Centers are implementing and transitioning to an integrated, technology-enabled intake and case management information system for programs carried out under this Act and programs carried out by One-Stop Partners; and;

22. Such other information as the Governor may require.

The WDB/LEO Board approved Local Plan developed, to be submitted to the Governor for approval under WIOA §108, the approval of which when duly obtained thereunder, will be the Bay Workforce Development Area WIOA Local Plan 2015 (“Local Plan”).

C. The LEO Board shall review and approve the budget developed by the WDB for the purpose of carrying out its duties as a WDA in accordance with WIOA §107 (“Budget”).

D. In cooperation with the WDB, the LEO Board, as Grant Recipient, shall disburse funds, pursuant to WIOA §107, for workforce investment activities at the direction of the WDB; provided that said direction does not violate any provision of WIOA.

E. Consistent with WIOA §121 (d), the LEO Board shall approve the WDB’s designation or certification of One-Stop Operators.

In addition, the LEO Board shall approve any request by the WDB to terminate the eligibility of a One-Stop Operator for cause. Absent a waiver by the Governor, the WDB, as well as any of its staff employed under § WIOA §107, shall not serve as the One-Stop Operator for the WDA.
F. Consistent with WIOA §121 (c), the LEO Board shall review and approve any Memorandum of Understanding (“MOU”) entered into between the WDB and the One Stop Partners concerning the operation of the OSDS within the WDA, the MOU of which, at a minimum, consist of the following provisions:

1. The services to be provided through the OSDS consistent with the requirements of WIOA §121, including the manner in which the services will be coordinated and delivered through such system;

2. How the costs of such services and the operating costs of such system will be funded, including—
   a. Funding through cash and in-kind contributions (fairly evaluated), which contributions may include funding from philanthropic organizations or other private entities, or through other alternative financing options, to provide a stable and equitable funding stream for ongoing OSDS operations;
   b. Funding of the infrastructure costs of One-Stop Centers in accordance with WIOA §121(h);

3. Methods of referral of individuals between the One-Stop Operator and the One-Stop Partners for appropriate services and activities;

4. Methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the OSDS; and

5. The duration of the memorandum of understanding and the procedures for amending the memorandum during the duration of the memorandum, and assurances that such memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services; and

6. Such other provisions, consistent with the requirements of this title, as the parties to the agreement determine to be appropriate.

G. The LEO Board shall work with the WDB to conduct the oversight mandated by WIOA §107 (d)(8), with respect to local programs of youth activities authorized under of the WIOA §129, local employment and training activities authorized under WIOA §134, and the OSDS within the WDA, consistent with WIOA, as well as the Bylaws and Joint Agreement entered into thereunder.
SECTION V - FISCAL MANAGEMENT; LIABILITY; MISUSE OF GRANT FUNDS.

A. Fiscal Management.

Unless designated otherwise in the Bylaws, Joint Agreement or herein, and so long as said designation is consistent with the WIOA, the LEO Board shall serve as Grant Recipient of, and be liable for any misuse of, grant funds allocated to the WDA under of the WIOA §128 and §133. Notwithstanding a subsequent designation in accordance herewith, the LEO Board shall remain liable for any misuse of WIOA funds granted hereunder.

In addition and notwithstanding its designation of the WDB as the Sub-Recipient of said funds, the LEO Board shall remain liable for any misuse thereof. To prevent misuse hereunder:

1. The LEO Board shall continuously monitor, and shall require the WDB to continuously monitor, WIOA grant-supported activities in accordance with Office of Management and Budget (OMBs) final guidance on Administrative Requirements, Cost Principles, and Audit Requirements,

2. Code of Federal Regulations Part 200, including the Department of Labor exceptions codified at 2 CFR Part 2900 as applicable and as amended from time to time, including the appropriate circulars of the Office of Management and Budget referenced within WIOA §184; and shall require the WDB, as Sub-Recipient, to establish financial controls and procedures, satisfactory to the LEO Board, that accords with Generally Accepted Accounting Principles (GAAP), as well as any other federal and state laws, regulations, guidelines and/or procedures applicable to WIOA grant funding. At a minimum, the LEO Board shall require the following fiscal controls over the WDB and/or Sub-Recipient:

   a. That it undergo at least one annual review of the adequacy of said financial controls and procedures, which, if deemed necessary by the LEO Board, may include retaining the assistance of an independent accounting/consulting firm;

   b. That it undergo an annual independent audit, providing the LEO Board with a copy thereof, as well as such additional audits and/or financial reviews as the LEO Board, in its sole discretion, deems necessary;

   c. That it maintain itemized and detailed records covering all expenditures under the Budget, providing the LEO Board with quarterly reports thereof, the duration of which may be increased or decreased by the LEO Board in its sole discretion, as well as any other reports deemed necessary by the LEO Board;

4. That it insert language regarding disallowed costs due to contractor error into all OSDS related MOUs and agreements, as well as any other applicable contracts entered into under the WIOA; and
5. That regardless of whether it remains the Sub-Recipient, the WDB will establish and maintain bylaws consistent with the WIOA, as well as the Bylaws and a Joint Agreement to ensure the efficient administration and management of its WIOA programs, services and activities that, at a minimum, indicate how the BAWDB will:

a. Identify, consistent with WIOA §123, eligible providers of youth activities in the WDA by awarding grants or contracts on a competitive basis.

b. Identify, consistent with WIOA §122, eligible providers of training services within the WDA;

c. As applicable, under WIOA §134, will identify eligible providers of intensive services within the Bay WDA by awarding contracts;

d. Assist the Governor in developing the Statewide employment statistics system, as referenced within WIOA §107 (d) (1);

e. Coordinate the workforce investment activities authorized under WIOA and carried out in the WDA with economic strategies, and develop other employer linkages with such activities;

f. Promote the participation of private sector employers in the State’s workforce system and ensure the effective provision, through said system, of connecting, brokering, and coaching activities, through intermediaries such as the One-Stop Operator in the WDA or through other organizations, to assist such employers in meeting hiring needs;

g. Make available to the public, in a manner consistent with relevant Open Records Laws, on a regular basis through open meetings, information including its activities, including information regarding the Local Plan prior to its original or revised submission, and regarding membership, the designation and certification of One-Stop Operators, and the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of its formal meetings;

h. Not, absent receipt of a Governor waiver, itself, provide the training services described within WIOA §134

i. Not allow its members to vote on a matter under BAWDB consideration that:

   i. relates to the provision of services by said members or an entity represented by said members;

   ii. would provide direct financial benefit to said members or their immediate family; or (iii) would be deemed a conflict of interest of said members under the State plan;
j. Solicit and accept grants and donations from sources other than Federal funding that is made available under WIOA; and

k. Employ the staff deemed necessary to administer and disburse funds for the applicable WIOA programs, services and activities and handle issues relating to grievances, nepotism, Maintenance of Effort, and additional Conflicts of Interest or Ethical Obligations not already addressed herein.

In the event that the WDB’s current Bylaws entitled “Bylaws of the Bay Area Workforce Development Board” (“Board Bylaws”), or any duly enacted amendments thereto, conflict with the LEO Board Bylaws or Joint Agreement, the LEO Board Bylaws and Joint Agreement shall prevail so long as consistent with the WIOA.

B. Liability Management.

To further manage the LEO Board’s exposure in the event of misused WIOA grant funds allocated to the WDA, the LEO Board shall adhere, and, where applicable, shall require the WDB and/or any of its providers to adhere, to the following guidelines:

1. That WIOA programs, services, and activities in the WDA be administered prudently to minimize liability, including, but not limited to, the requirement that all contractors who provide services purchased with WIOA grant funds be required to maintain general liability, workers compensation, and automobile (if automobiles are used in providing services) insurance policies in an amount of at least $1,000,000. Said contractors may also be required to provide fidelity insurance and/or bonding in such amounts deemed necessary by the LEO Board to protect the LEO Board, the Consortium and the Counties. Contracts for service delivery shall require indemnification by the contractor in the event that contractor errors or omissions result in disallowed costs or other liability;

2. That the Sub-Recipient be required to maintain errors and omissions insurance, fidelity insurance/bonding, general liability insurance, workers compensation insurance and automobile insurance to the extent deemed necessary by the LEO Board and in amounts to be determined by the LEO Board. Such insurance shall name the LEO Board, the Consortium and each County as additional insureds;

3. That the WDB and/or the Sub-Recipient be required to indemnify, defend and hold harmless the LEO Board, the Consortium and each County, as well as their agents, officers, elected officials, representatives, employees, successors and assigns, from and against any claim, demand, suit, payment, damages, loss, cost and expense, including actual attorney’s fees, by reason of any alleged or actual liability for injury or damages caused by, relating to or arising in any way, in whole or in part, from:

   a. The wrongful, intentional, or negligent acts or omissions of the WDB, the Sub-Recipient and/or their employees, agents, representatives and subcontractors; or
b. The breach by the WDB, the Sub-Recipient and/or their agents, officers, elected officials, representatives, employees, successors and assigns, of this LEO Agreement, the Bylaws and/or Joint Agreement, as well as any other agreements/governing procedures enacted in accordance with WIOA and as amended from time to time;

4. That the LEO Board may further direct the purchase of additional fidelity/bonding, errors and omissions insurance and other insurance to cover the individual LEO Board members, the Consortium and each County to the extent deemed necessary by the LEO Board; and

5. That to the extent permitted by law, WDB corporate funds and assets shall be used first to pay any uncovered loss resulting from the activities of the Consortium, the LEO Board, the WDB and/or the Sub-Recipient.

C. Misuse of Grant Funds.

In the case of any misuse of grant funds allocated under WIOA to the Bay Workforce Development Area, liability shall be assigned as follows:

1. The Fox Valley Workforce Development Area.

Outagamie County understands and agrees that it may be liable for certain obligations of the Fox Valley Workforce Development Consortium (Fox Valley Consortium) that arose prior to Outagamie County joining the Bay Workforce Development Area County Consortium. Outagamie County understands and agrees that the Bay Workforce Development Area LEO Board, its Consortium and its Counties are not, and should not be, held responsible for any obligations of Outagamie County arising out of the Fox Valley Consortium. To this end, Outagamie County agrees to indemnify, defend and hold harmless the Bay Workforce Development Area’s LEO Board, its Consortium and its Counties from and against any claim, demand, suit, payment, damages, loss, cost and expense, including actual attorney’s fees, that the Bay Workforce Development Area’s LEO Board, its Consortium and its counties may suffer, incur, be put to, pay or lay out as a result of, or in any way relating to:

a. Outagamie County’s participation in the Fox Valley Consortium;

b. The acts or omissions of Outagamie County, its employees, agents and representatives while in the Fox Valley Consortium; or

c. Any and all claims, liabilities or obligations of Outagamie County arising out of, or relating to, the Fox Valley Consortium.
2. Misuse of Consortium Funds.

The Consortium understands that the Counties are liable for any misuse of WIOA grant funds allocated to the WDA in accordance with the requirements of 2 CFR Part 2900. In the event of misuse of said funds and after every possible method to reduce liability is exhausted, any remaining liability, as determined by the LEO Board, unless based upon the particular facts of the situation, the responsibilities of each County, its employees, agents, officers and/or representatives for the particular funds at issue can be apportioned in a more equitable manner, shall be apportioned among the Counties in proportion to their respective populations in accordance with the results of the decennial census. For example, if $10,000 in liability remained and a given County has 10% of the total population of the Counties based on the decennial census, that County would be liable for $1000. In the event that the LEO Board is unable to make said determination, the Department of Workforce Development shall determine the Counties’ respective liabilities.

SECTION VI – ADDITIONAL PROVISIONS.

A. Term.

This Agreement shall be reviewed annually and renewed every five (5) years unless the counties choose to terminate pursuant to Section I herein, or in the event of termination of Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA).

In the event that this Agreement is terminated or not renewed, the counties agree to cooperate in transitioning programs and services consistent with WIOA, as well as the Bylaws and Joint Agreement, this Agreement and/or any other agreements or governing procedures duly enacted under WIOA (collectively “Governing Law”). If and when it is determined that this Agreement shall be terminated, the LEO Board shall take possession of all documents associated with WIOA so long as consistent with the Governing Law.

B. Acquisition and Disposal of Property.

The Sub-Recipient shall acquire, hold and dispose of real or personal property in the manner provided for under Wisconsin Statutes §59.06, §66.0139 and §75.35, as may be amended from time to time, as well as Governing Law.

C. Open Records/Open Meetings.

Both the LEO Board and the WDB shall conduct business openly and in accordance with Wisconsin’s Open Records provisions set forth in Wisconsin Statutes Chapter 19, including but not limited to the following:

1. That all actions taken by the LEO Board or the WDB during the above-referenced meetings be authorized by a majority of the members present and in a manner consistent with their respective Bylaws;
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2. That duly noticed closed sessions of the LEO Board or the WDB shall not allow for LEO Board members to be excluded from WDB closed session meetings, nor shall it allow for WDB members to be excluded from LEO Board closed session meetings, when the issue under discussion in said closed session relates to WIOA programs, services and activities, the Local Plan, budget, or staff members employed in accordance with WIOA;

3. That all meetings be publically noticed and duly recorded pursuant to Wisconsin’s Open Records provisions;

4. That all records created or collected, including but not limited to all meeting agendas, meeting minutes, contracts, fiscal documentation and/or management documentation be maintained in accordance with Wisconsin’s Open Records provisions; and

5. That the record custodian referenced within Wisconsin’s Open Records provisions be designated within the respective bylaws and posted for the public in accordance therewith.

D. Applicable Law.

This Agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin. Roberts Rules of Order (Newly Revised) shall govern the procedures of the Consortium insofar as they do not conflict with WIOA or the Governing Laws.

E. Amendments to the Bylaws.

The LEO Board may adopt operational and procedural bylaws consistent with WIOA State/Local Plans, and Joint Agreement. Any amendments to the current Bylaws may be adopted by the affirmative vote of 2/3 of the entire membership of the LEO Board at any regular meeting called for that purpose, provided that written copies thereof are delivered to each member 15 days prior to consideration.

F. Impact of Legislative Changes.

Any terms or conditions rendered inapplicable by a change in State, Federal or local laws shall not affect the validity of those portions of this Agreement not impacted by the same. It is further understood by the Counties that certain terminology in this Agreement may change as Federal and State laws governing this Agreement dictate.

G. Conduct of the LEO Board and WDB.

Members of the LEO Board and the WDB shall conduct themselves in accordance with the ethical and/or legal standards governing persons holding public office, including, at a minimum:

1. That all members, as well as staff, of the LEO Board and the WDB comply with any and all applicable Federal or State Laws, including Wisconsin Statutes Chapter 946, governing the conduct of public officials;
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2. That all members, as well as staff of the LEO Board and the WDB be prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for their personal gain, or the personal gain of those for which they have a familial, business or other improper tie to. Said members shall avoid actual or perceived organizational and personal conflicts and shall disclose all actual or apparent conflicts consistent with Governing Law;

3. That no member of the LEO Board or the WDB shall cast a vote on any provision of services by said member, or any organization which said member directly represents, as well as any matter that would provide a direct financial benefit to said member or said member’s family;

4. That, annually, each member of the LEO Board and the WDB shall complete, sign and submit a Conflict of Interest Disclosure Statement, in a format prescribed by WIOA;

5. That the LEO Board and the WDB shall not discriminate against any person contrary to WIOA §188, as well as Federal, State and local laws.

H. This Agreement shall be effective when executed by the authorized official of each County of the Consortium thereof and shall thereupon act to repeal and supersede any and all prior written or oral consortium agreements. This Agreement may only be revised, modified or amended in writing and upon a majority vote of the LEO Board consistent with the governing Bylaws.

IN WITNESS WHEREOF, the Parties hereto have caused this Chief Elected Officials Consortium Agreement, as amended February 11, 2016, to be executed by the County Executive of the counties having an Office of the County Executive or by the Chairperson of the County Board of Supervisors of the counties without an Office of County Executive, or that respective county CEO’s Designee to the Bay Area WDA’s LEO Board.

The Chief Elected Official (CEO) Consortium Agreement was adopted on October 1, 2012, amended and approved on February 11, 2016.
Bay Area WDB
MEMBERSHIP ROSTER
Effective 2/11/2016

Bay Area WDB members are appointed by the LEO Board for an initial 3-year term, and can be reappointed with LEO approval.

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Title/Role</th>
<th>Company/Contact Information</th>
</tr>
</thead>
</table>
| 1. | MIKE AUGUSTIAN              | Assistant Business Manager                  | Planners & Steamfitters UA Local 400  
PO Box 530  
2700 Northridge Drive  
Kaukauna, WI 54130-0530  
Mike@ua400.org  
(920) 462-0404 office  
(920) 419-3754 cell  
(920) 462-0430 fax |
| 2. | SHIRLEY AVILES              | Farmworker Programs Manager                 | United Migrant Opportunities Services  
2701 S. Chase Avenue  
Milwaukee, WI 53207  
Shirley.Aviles@umos.org  
(414) 389-6203 office  
(414) 587-4672 cell  
(414) 389-6085 fax |
| 3. | STEVE BAUE                  | President/Owner                             | ERC – Employee Resource Center  
1511 W. Main Avenue, Suite 100  
De Pere, WI 54115  
SBaue@ercincorp.com  
(920) 347-4026 office  
(859) 967-3311 cell |
| 4. | GWEN BAUMEL                 | V.P. of H.R. - North Market                  | Aurora Health Care  
PO Box 8960  
3189 Voyager Drive  
Green Bay, WI 54308-8960  
Gwen.Baumel@aurora.org  
(920) 288-3008 |
| 5. | TIMOTHY BENO                | Market President                            | Hometown Bank  
PO Box 534  
300 N. Broadway, Suite 2A  
Green Bay, WI 54305-1534  
TBeno@htbwi.com  
(920) 435-5442  
(920) 450-6140 cell  
(920) 830-1800 fax |
| 6. | LAURIE CHAMBERLAIN          | Adjudication Manager                        | Div. of Unemployment Insurance  
2900 N. Mason Street, Suite A  
Appleton, WI 54914  
Laurie.Chamberlain@dwd.wisconsin.gov  
(920) 832-5368 |
| 7. | MARCIA CHRISTIANSEN         | CEO                                         | Forward Service Corporation  
1402 Pankratz Street, Suite 101  
Madison, WI 53704  
MChristiansen@fsc-corp.org  
(608) 268-2251  
(608) 358-8148 cell  
(608) 244-1633 fax |
| 8. | CHUCK DALLAS, ViceChair     | V.P. Diversified Program Services          | CRI/Genex Cooperative Intl.  
100 MBC Drive  
Shawano, WI 54315  
EDallas@crinet.com  
(715) 526-7516 |
| 9. | ANNA EGGBRECHT              | Regional Director                           | Div. Vocational Rehabilitation  
Northeast Wisconsin Job Center  
701 Cherry Street  
Green Bay, WI 54301  
Anna.Eggebrecht@dwd.wisconsin.gov  
(920) 448-5272  
(920) 448-5266 fax |
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<table>
<thead>
<tr>
<th>No.</th>
<th>Name</th>
<th>Organization</th>
<th>Email</th>
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</thead>
<tbody>
<tr>
<td>10</td>
<td>SHANNON FULL</td>
<td>Fox Cities Chamber of Commerce</td>
<td><a href="mailto:SFull@foxcitieschamber.com">SFull@foxcitieschamber.com</a></td>
<td>(920) 734-7101</td>
</tr>
<tr>
<td></td>
<td>President and CEO</td>
<td></td>
<td></td>
<td>(920) 422-3331 cell</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(920) 734-7161 fax</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Term. 10/01/12 - 06/30/18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>DEANNA GENSKE</td>
<td>Lakeland Care District</td>
<td><a href="mailto:Deanne.Genske@lakelandcaredistrict.org">Deanne.Genske@lakelandcaredistrict.org</a></td>
<td>(920) 652-2461</td>
</tr>
<tr>
<td></td>
<td>Provider Network Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Term. 02/12/15 - 06/30/18</td>
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</tr>
<tr>
<td>12</td>
<td>SHELLY GHERE</td>
<td>Niagara Worldwide LL</td>
<td><a href="mailto:Shelly.Ghere@niagaraworldwide.com">Shelly.Ghere@niagaraworldwide.com</a></td>
<td>(906) 221-7263</td>
</tr>
<tr>
<td></td>
<td>Director of Finance</td>
<td></td>
<td></td>
<td>(715) 251-1296 fax</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Term. 07/01/12 - 06/30/18</td>
<td></td>
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</tr>
<tr>
<td>13</td>
<td>PETER GIANOPOULOS</td>
<td>Thrivent Financial for Lutherans</td>
<td><a href="mailto:Peter.Gianopoulos@thrivent.com">Peter.Gianopoulos@thrivent.com</a></td>
<td>(920) 628-2741</td>
</tr>
<tr>
<td></td>
<td>Director, Business Risk Mgmt</td>
<td></td>
<td></td>
<td>(920) 628-4715 fax</td>
</tr>
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<td></td>
<td>Term. 07/01/15 – 06/30/18</td>
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<tr>
<td>14</td>
<td>LARRY HARKNESS</td>
<td>Georgia-Pacific Corporation</td>
<td><a href="mailto:Larry.Harkness@gapac.com">Larry.Harkness@gapac.com</a></td>
<td>(920) 438-2359</td>
</tr>
<tr>
<td></td>
<td>Human Resource Manager</td>
<td></td>
<td></td>
<td>(920) 438-4169 fax</td>
</tr>
<tr>
<td></td>
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<td>Term. 07/01/12 - 06/30/18</td>
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<tr>
<td>15</td>
<td>PENNY HELMLE</td>
<td>Oconto County Human Services</td>
<td><a href="mailto:Penny.Helmle@co.oconto.wi.us">Penny.Helmle@co.oconto.wi.us</a></td>
<td>(920) 834-7026</td>
</tr>
<tr>
<td></td>
<td>W-2 Program Manager</td>
<td></td>
<td></td>
<td>(920) 834-6889 fax</td>
</tr>
<tr>
<td></td>
<td>Owner, Badger Bouncers</td>
<td></td>
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<tr>
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<td>Term. 07/01/13 - 06/30/16</td>
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<tr>
<td>16</td>
<td>JOSEPH HILKE</td>
<td>Bay Industries</td>
<td><a href="mailto:JHilke@bayindustries.com">JHilke@bayindustries.com</a></td>
<td>(920) 406-4090</td>
</tr>
<tr>
<td></td>
<td>Human Resources Director</td>
<td></td>
<td></td>
<td>(920) 406-4909 fax</td>
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<tr>
<td></td>
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<td>Term. 09/04/12- 09/03/17</td>
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<tr>
<td>17</td>
<td>HOLLY HOPPE</td>
<td>Oconto County Veterans Service</td>
<td><a href="mailto:Holly.Hoppe@co.oconto.wi.us">Holly.Hoppe@co.oconto.wi.us</a></td>
<td>(920) 834-6817</td>
</tr>
<tr>
<td></td>
<td>Veterans Service Officer</td>
<td></td>
<td></td>
<td>(920) 834-6805 fax</td>
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<tr>
<td>18</td>
<td>GRAILING JONES</td>
<td>Schneider Financial, Inc.</td>
<td><a href="mailto:JonesG@schneider.com">JonesG@schneider.com</a></td>
<td>(920) 592-6285</td>
</tr>
<tr>
<td></td>
<td>National Executive Director</td>
<td></td>
<td></td>
<td>(920) 737-4799 cell</td>
</tr>
<tr>
<td></td>
<td>Strategic Sourcing</td>
<td></td>
<td></td>
<td>(920) 403-9198 fax</td>
</tr>
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Bay Area WDB
MEMBERSHIP ROSTER
Effective 2/11/2016

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<th>Name</th>
<th>Title/Company</th>
<th>Address/Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>RON KADLUBOWSKI</td>
<td>Director of Business Development</td>
<td>GFS Machining</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>320 S. Wells Avenue</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Peshtigo, WI 54157</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:RonKadlubowski@gmail.com">RonKadlubowski@gmail.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(715) 923-9433 cell</td>
</tr>
<tr>
<td>20</td>
<td>CAROL KARLS</td>
<td>Manager, Business &amp; Community Development</td>
<td>Wisconsin Public Service</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>600 N. Adams Street</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Green Bay, WI 54301-5146</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:CSKarls@wisconsinpublicservice.com">CSKarls@wisconsinpublicservice.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(920) 433-1135</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(920) 606-1338 cell</td>
</tr>
<tr>
<td>21</td>
<td>ED KELLEY</td>
<td>Board Member of Florence Hardwoods</td>
<td>Florence Hardwoods LLC</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PO Box 233</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Florence, WI 54121</td>
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<td></td>
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<td>(715) 528-4704</td>
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</tr>
<tr>
<td>22</td>
<td>KYM LEIBHAM</td>
<td>President/Owner</td>
<td>The Wise Group</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>618 Highland Terrace</td>
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<td></td>
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<td></td>
<td>Sheboygan WI 53083</td>
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<td></td>
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<td><a href="mailto:Eventwise@sbcglobal.net">Eventwise@sbcglobal.net</a></td>
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<td></td>
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<td>(920) 207-0222</td>
</tr>
<tr>
<td>23</td>
<td>KRIS LEVANETZ</td>
<td>Human Resources/Safety Manager</td>
<td>Team Industries, Inc.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1200 Maloney Road</td>
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<td></td>
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<td>Kaukauna, WI 54130</td>
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<td></td>
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<td><a href="mailto:KLevanetz@teamind.com">KLevanetz@teamind.com</a></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>(920) 766-7977</td>
</tr>
<tr>
<td>24</td>
<td>STEVE MCCARTHY</td>
<td>President/CEO</td>
<td>Curative Connections, Inc.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PO Box 8027</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>2900 Curry Lane</td>
</tr>
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<td></td>
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<td>Green Bay, WI 54308-8027</td>
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<td></td>
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<td><a href="mailto:SMccarthy@curativeconnections.org">SMccarthy@curativeconnections.org</a></td>
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<td></td>
<td>(920) 593-3500</td>
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<td></td>
<td>(920) 615-6890 cell</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>(920) 468-7851 fax</td>
</tr>
<tr>
<td>25</td>
<td>TONY MARCELLE (Secy)</td>
<td>President/Field Representative</td>
<td>Laborers’ International Union</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>886 West Airport Road</td>
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<td></td>
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<td></td>
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<td><a href="mailto:Tony@laborerslocal330.org">Tony@laborerslocal330.org</a></td>
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<td></td>
<td></td>
<td></td>
<td>(866) 340-0330</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(920) 360-7505 cell</td>
</tr>
<tr>
<td>26</td>
<td>CHRIS MATHENY</td>
<td>Vice President</td>
<td>Fox Valley Technical College</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PO Box 2277</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1825 Bluemound Drive</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>Appleton, WI 54912-2277</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:Matheny@fvtc.edu">Matheny@fvtc.edu</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(920) 735-5649</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(920) 540-6916 cell</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(920) 735-2582 fax</td>
</tr>
<tr>
<td>27</td>
<td>GUY MEYERHOFER</td>
<td>President/Owner</td>
<td>QAL Manufacturing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PO Box 166</td>
</tr>
<tr>
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<td></td>
<td></td>
<td>3000 Woleske Road</td>
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<tr>
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<td>Marinette WI 54143-0166</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:GMeyerhofer@qualityal.com">GMeyerhofer@qualityal.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(715) 735-4723</td>
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</thead>
<tbody>
<tr>
<td>28</td>
<td>GREG MIDDLESWORTH</td>
<td>Director of Operations</td>
<td>804B Settlers lane, Sheboygan Falls WI 53085</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:GMiddlesworth@joa.com">GMiddlesworth@joa.com</a> (920) 467-7339</td>
</tr>
<tr>
<td>29</td>
<td>JOHN PAGEL</td>
<td>Founder</td>
<td>Pagel's Ponderosa Dairy, N4893 County Road C, Kewaunee WI 54216</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:JohnT@pagelsponderosa.com">JohnT@pagelsponderosa.com</a> (920) 388-3333</td>
</tr>
<tr>
<td>30</td>
<td>BRIAN PELON</td>
<td>District Director</td>
<td>Dept Workforce Development, 701 Cherry Street, Green Bay, WI 54301</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:Brian.Pelon@dwd.wisconsin.gov">Brian.Pelon@dwd.wisconsin.gov</a> (920) 448-6772 (920) 373-6433 cell</td>
</tr>
<tr>
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</tr>
<tr>
<td>31</td>
<td>SAM PERLMAN (Treasurer)</td>
<td>Economic Development Manager</td>
<td>Door County Economic Dev Corp, 185 E. Walnut Street, Sturgeon Bay WI 54235</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:Sam@doorcountybusiness.com">Sam@doorcountybusiness.com</a> (920) 743-3113 x 204 (920) 743-3811 fax</td>
</tr>
<tr>
<td>32</td>
<td>CARA PETERSON</td>
<td>General Manager</td>
<td>Cottages Investment Group LLC, 715 Highland Dr., Oconto Falls WI 54154</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:CaraP@micoley.com">CaraP@micoley.com</a> (715) 526-5166</td>
</tr>
<tr>
<td>33</td>
<td>MIKE RUMINSKI</td>
<td>Director, Distribution Center</td>
<td>Shopko, 1717 Lawrence Drive, De Pere WI 54115</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:Mike.Ruminski@shopko.com">Mike.Ruminski@shopko.com</a> (920) 337-2880 (920) 366-4471 cell</td>
</tr>
<tr>
<td>34</td>
<td>JOHN SCHWANTES</td>
<td>Director, Plant Member Services</td>
<td>Johnsonville Sausage, PO Box 906, Sheboygan Falls WI 53085-0906</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:JSchwantes@johnsonville.com">JSchwantes@johnsonville.com</a> (920) 453-4829 (920) 946-8902 cell</td>
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<tr>
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</tr>
<tr>
<td>35</td>
<td>NORMAN SHAWANOKASIC</td>
<td>Chairman</td>
<td>Menominee Tribal Enterprises, PO Box 10, Hwy 57 North, Neopit, WI 54150</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:NormanS@mtewood.com">NormanS@mtewood.com</a> (715) 756-2311, ext 1156 (715) 853-8063 cell</td>
</tr>
<tr>
<td>36</td>
<td>JOE SHEEHAN</td>
<td>Superintendent</td>
<td>Sheboygan Area School District, 830 Virginia Avenue, Sheboygan WI 53081</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:JSheehan@sheboygan.k12.wi.us">JSheehan@sheboygan.k12.wi.us</a> (920) 459.3500</td>
</tr>
<tr>
<td>37</td>
<td>LORETTA SHELLMAN</td>
<td>Owner</td>
<td>Shellman Rentals, 107 S. Main Street, Oconto Falls, WI 54154</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:ShellmanOF@plbb.us">ShellmanOF@plbb.us</a> (920) 373-3428 (920) 846-2701 home (920) 373-5853 cell</td>
</tr>
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<th>Name</th>
<th>Organization</th>
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<tr>
<td>38</td>
<td>HUGH SLOAN</td>
<td>United Way Fox Cities</td>
<td>AFL-CIO Community Services Liaison</td>
<td>1455 Midway Road, Menasha, WI 54942</td>
<td><a href="mailto:Hugh.Sloan@unitedwayfoxcities.org">Hugh.Sloan@unitedwayfoxcities.org</a> (920) 735-5463 (920) 216-0603 cell</td>
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<td>39</td>
<td>DEAN STEWART</td>
<td>NWTC</td>
<td>Dean, Corporate Training and Economic Development</td>
<td>PO Box 19042, 2740 W. Mason Street, Green Bay, WI 54307-9042</td>
<td><a href="mailto:Dean.Stewart@nwtc.edu">Dean.Stewart@nwtc.edu</a> (920) 498-6995</td>
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<td>Term 07/01/12 - 06/30/18 Program Performance</td>
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<tr>
<td>40</td>
<td>TAMARA TECHMEIER</td>
<td>KS Kolbenschmidt US</td>
<td>Human Resources Manager</td>
<td>1731 Industrial Parkway, Marinette, WI 54143</td>
<td><a href="mailto:Tamara.Techmeier@us.kspg.com">Tamara.Techmeier@us.kspg.com</a> (715) 735-1168</td>
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<td>Completting for Clare Welty</td>
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<td>41</td>
<td>PETER THILLMAN</td>
<td>Lakeshore Technical College</td>
<td>Vice President, Workforce and Economic Development</td>
<td>1290 North Avenue, Cleveland, WI 53015-1414</td>
<td><a href="mailto:Peter.Thillman@gotoltc.edu">Peter.Thillman@gotoltc.edu</a> (920) 693-1119 (920) 693-1314 fax</td>
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<td>42</td>
<td>CRAIG TREICHEL</td>
<td>Miller Electric</td>
<td>Human Resources Director</td>
<td>PO Box1079, 1635 W. Spencer Street, Appleton, WI 54912-1079</td>
<td><a href="mailto:Craig.Treichel@millerwelds.com">Craig.Treichel@millerwelds.com</a> (920) 735-4223</td>
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<td>Term 09/04/14 - 09/03/17</td>
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<td>43</td>
<td>CHRISTINA TROMBLEY</td>
<td>University Wisconsin–Green Bay</td>
<td>Interim Dean for Outreach and Adult Access</td>
<td>2420 Nicolet Drive, Green Bay, WI 54311</td>
<td><a href="mailto:TrombleC@uwgb.edu">TrombleC@uwgb.edu</a> (920) 496-2117</td>
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<td>Term – 06/30/2016 For Steve VandenAvond</td>
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<td>44</td>
<td>MICHAEL TROYER (Chair)</td>
<td>Strategic Management Associates</td>
<td>President</td>
<td>215 Allen Avenue, Green Bay, WI 54302</td>
<td><a href="mailto:TroyerMD@gmail.com">TroyerMD@gmail.com</a> (920) 366-7610 cell (920) 496-0750 fax</td>
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<td>Strategic Leadership Committee</td>
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<td>45</td>
<td>STEPHEN “CORKY” WEST</td>
<td>Oneida Tribe of Indians</td>
<td>WIOA Coordinator</td>
<td>PO Box 365, Oneida, WI 54155</td>
<td><a href="mailto:SWest@oneidanation.org">SWest@oneidanation.org</a> (920) 490-3793 (920) 496-7875 fax</td>
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<td>WIOA Coordinator</td>
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<td>Term 07/01/13 - 06/30/16</td>
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WDB EXECUTIVE COMMITTEE

Section 1: Duties and Powers.
The Executive Committee shall function for the Board between meetings of the Board. The Executive Committee shall have full authority to act on behalf of the Board and the corporation between meetings of the Board. All Executive Committee decisions are to be brought to the full Board for validation at the next meeting of the WDB. The Executive Committee shall function as the authorized representatives of the Board to meet with the County Local Elected Officials elected within the WDA and shall constitute a committee for the negotiation of any disagreements over any Workforce Investment Act related matters. The Executive Committee shall also function as the Personnel Committee.

Section 2: Composition.
The Executive Committee shall consist of the Chairperson, Vice Chairperson, Secretary, and Treasurer of the corporation, and up to three at-large members of the board appointed by the membership at a duly constituted meeting of the board. At-large members shall serve two-year terms on the Executive Committee. The immediate past Chair, at the discretion of the board, may be appointed to a one-year term as a member of the Executive Committee to facilitate the transition of board leadership.

Section 3: Term.
The Term of the Executive Committee members shall be two (2) years. Said term shall commence upon the election at the annual meeting and continue until their successors are elected at the subsequent annual meeting.

Section 4: Vacancies.
If an Executive Committee position becomes vacant said term, the Board shall elect a successor as soon as possible following the vacancy to fill the position for the remainder of the term.

Section 5: Meetings.
Meetings of the Executive Committee shall be held at a time, place and date selected by the members. Special meetings of the Executive Committee shall be called by the Chair as needed. Telephone conference meetings shall be permitted as deemed necessary by the WDB Chair and the LEO Board Chair.

Notice of any special Executive Committee meetings shall be given at least twenty-four (24) hours prior to said meeting by written notice delivered personally or mailed to Each Executive Committee member. Written notice of all regular Executive Committee meetings shall be given two calendar weeks in advance, indicating time, place and agenda.

A simple majority of the filled seats of the Executive Committee shall constitute a quorum at any regular or special meeting of the Executive Committee.

The Executive Committee meets on an “As-Needed” basis as directed by the Bay Area WDB.
PROGRAM PERFORMANCE COMMITTEE

The charge of this committee, on behalf of the Bay Area Workforce Development Board of Directors, is to observe and evaluate the present and make recommendations with respect to issues that the WDB needs to address directly and immediately in order to maintain superior performance in serving the Bay Area.

It would include such issues as:

- Identifying ways to improve our current performance and operation with respect to:
  - The workforce
  - Business relationships
  - Education relationships
  - Job center relationships
  - Contractor relationships
- Monitor performance of enrolled participants at the regional job centers, the WIA performance of the job centers themselves, and how the various contractors contribute to that performance;
- Review core job services for efficacy;
- Review the WIA performance of all targeted programs and program contractors;
- Review the effectiveness of the system-building WIA contracts such as the Business Services Specialist and the Job Center Strategic Managers;
- Identify current gaps in services and set priorities for the use of WIA funds based upon the WDB Strategic Plan;
- Determine appropriate measures of success and recommend quality improvement steps for WIA programs and services;
- Evaluate program results in terms of serving businesses, tracking client outcomes, and exploring whether the appropriate jobs are being created within the WDB area (jobs that are good paying and with reasonable benefits);
- Review and discuss the operational effectiveness of all Bay Area WDB initiatives.

The Program Performance Committee meets prior to Bay Area WDB meetings as follows:

- 3rd Thursday of the month in September, October, November, January, February, April
- 4th Thursday of the month in May
- The committee does not meet June-August, in December, or in March
STRATEGIC LEADERSHIP COMMITTEE (REVISED 09-18-12)

The charge of this committee, on behalf of the Bay Area Workforce Development Board of Directors, is to observe and evaluate the near-term future and make recommendations with respect to issues that the WDB will need to address in preparation for the future, as the business, education and the workforce environments change.

It would include such issues as:

- Identifying key demand occupations that are projected to experience shortages;
- Identifying trends, threats and opportunities that need to be monitored and to develop long term responses or solutions to these problems;
- Identify future workforce trends that need monitoring;
- Develop innovative responses to workforce and business needs;
- Serve as a sounding board on selected workforce issues;
- Monitor business trends in terms of needed skills and their likely availability;
- Ensure ongoing communication with the Bay Area One-Stop system, in order to ensure that the Board remains conversant with the issues confronting the Job Centers and is moving to proactively address those issues as they arise;
- Articulate a vision for the Bay Area Workforce Development Board and its Staff, for the One-Stop system and its contracted programs;
- Ensure that the BAWDB is identifying the challenges faced by business partners in terms of workforce quality and size and interacts with education partners to help, in a collaborative manner, the continued development and improvement of that workforce;
- Identify priority leadership topics for the Board’s consideration and for the Board and Staff in regards to the responsibility of the BAWDB to ensure a quality workforce that meets and will continue to meet the needs of businesses and the Northeastern Wisconsin economy;
- Serve as a sounding board for the business sector, the education sector and the workforce sector and fostering the communication and collaboration essential to building a strong Northeastern Wisconsin economy

The Strategic Leadership Committee meets prior to Bay Area WDB meetings as follows:

- 3rd Thursday of the month in September, October, November, January, February, April
- 4th Thursday of the month in May
- The committee does not meet June-August, in December, or in March
YOUTH COUNCIL

The Youth Council is a multi-sector local group of partners involved in shared decision making, community education and awareness, resource mapping, youth centered planning, program development and capacity building.

It would include such issues as:

- Assure that the youth services strategy fits into the overall vision and strategic direction for workforce development established by the local board.
- Assure that youth from all backgrounds can access a variety of services.
- Promote effective learning environments linking education and employment, leadership development, nurturing mentors, and sustained support for at risk youth.
- Reconnect out of school youth to an education program where they earn a high school diploma and transition to a post-secondary training.
- Leverage resources to effectively serve youth.
- Identify eligible service providers of youth activities under Workforce Investment Act.
  (Procurement of service providers)
- Provide oversight of Workforce Investment Act Youth Service providers.
- Provide guidance to the Workforce Board relating to youth services.

The Youth Council meets quarterly in January, April, July, and October.
Attachment 6
Bay Area WDB
Organization, Roles and Schedules

WDB Board

Executive Committee

Strategic Leadership Committee

Program Performance Committee

Youth Standing Committee

Proposal Review Committee(s)
Attachment 7
Wisconsin Bay Workforce Development Area
WORKFORCE DEVELOPMENT BOARD BYLAWS
Effective July 1, 2003
Amended August 5, 2013
Proposed Amendment for January 21, 2016

ARTICLE I - NAME AND PURPOSE OF CORPORATION

A. Name. This corporation shall be known as the  BAY AREA WORKFORCE DEVELOPMENT BOARD.

B. Principal Office. The location of the principal office of the Corporation shall be 317 West Walnut Street, Green Bay, Wisconsin, 54303 (effective July 1, 2003 and amended August 5, 2013).

C. Purpose. The purposes for which this corporation is formed are:

1. The Corporation shall serve as the Workforce Development Board (“WDB”) for the counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano, and Sheboygan.

2. The Corporation’s primary purpose is to establish programs to prepare youth, unskilled adults, and dislocated workers for entry/reentry into the labor force and to afford job training to those economically disadvantaged individuals, and other individuals facing serious barriers to employment, who are in special need of such training to obtain productive employment; and pursuant thereto to provide, develop, and evaluate employment and training programs by the utilization of public and private funds designated for such purposes.

3. The Corporation is designed to coordinate the activities of the public and private sectors so as to use constructively and cost effectively, the resources of each in developing and implementing employment and training activities. A further goal is to assist in increasing private sector employment opportunities for the economically disadvantaged and dislocated workers.

4. The Corporation shall be organized under Wisconsin Statutes Chapter 181 (The Wisconsin Non-Stock Corporation Law), as a non-stock, non-profit, non-member corporation.

5. The activities of the Corporation shall be limited as prescribed in the Articles of Incorporation so as to qualify the Corporation as exempt under Section 501 (C) (3) of the United States Internal Revenue Code of 1954, as it may be amended from time to time, and so as to ensure the requirements thereof are satisfactory.

6. The activities of the Corporation shall be further limited to comply with the laws and regulations of any and all funding sources.

ARTICLE II - REGISTERED AGENT

The Corporation shall have and continuously maintain in Wisconsin a registered agent as required by statute. It is the responsibility of the Bay Area WDB Executive Personnel Committee to maintain the services of a registered agent. The registered agent is the Executive Director of the Bay Area WDB, at the home office of the Corporation: 317 West Walnut Street, Green Bay, WI 54303
ARTICLE III - POWERS

The Corporation shall have all powers permitted by law, to the extent that said powers do not conflict with either funding source regulations and/or regulations as imposed by Section 501 (C) (3) of the United States Internal Revenue Code of 1954 as it may be amended from time to time.

ARTICLE IV - BOARD OF DIRECTORS

A. Section 1 Number. The initial Board of Directors shall consist of 26 Directors, in accordance with an agreement between the Corporation and appropriate units of general local government. Thereafter, the number of Directors of the Corporation shall not be less than 24 nor more than 45, as shall be determined from time to time by the Corporation’s Board of Directors. Additional members over the previous limit of 39 shall be private sector representatives.

B. Section 2 Compensation, Qualifications, Nomination and Appointment

1. A majority of Directors shall be owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority, who represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area, and are appointed from among individuals nominated by local business organizations and business trade associations; and

2. Not less than 20 percent of Directors shall be representatives of the workforce within the local area who shall include representatives of labor organizations nominated by local labor federations; and a representative who shall be a member of a labor organization or a training director from a joint labor-management apprenticeship program. In addition, representatives in this category may include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve Veterans or that provide or support competitive integrated employment for individuals with disabilities; and organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

3. Directors who represent entities administering education and training activities in the local area, who shall include a representative of eligible providers administering adult education and literacy activities under Title II; a representative of institutions of higher education providing workforce investment activities (including community colleges); and may include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.
Attachment 7

Wisconsin Bay WDA
WORKFORCE DEVELOPMENT BOARD BYLAWS
Amended 01/21/2016; Proposed Amendment for 01/21/2016

4. Directors who are representatives of governmental and economic and community development entities serving the local area, who shall include a representative of economic and community development entities; a representative from the State employment service office under the Wagner-Peyser Act serving the local area; a representative of the programs carried out under Title I of the Rehabilitation Act of 1973 serving the local area; and may include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and may include representatives of philanthropic organizations serving the local area.

5. Membership may include other individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate.

6. All directors shall reside and work in the WDA. If it is in the best interest of the WDA, one of the two requirements may be waived by the Local Elected Officials Board (“LEO Board”) for the WDA. When the WDB Chairperson has knowledge of any change of residency or employment of any WDB member, he/she shall inform the Chairperson of the LEO Board of such change in residency or employment. If the LEO Board deems that any WDB member, having changed residency or employment, can no longer serve in the capacity to which he/she was appointed, the LEO Board shall declare that position vacant.

7. WDB members to replace those whose terms have expired, shall be appointed in July of each year by the LEO Board with WIOA § 106 as amended from time to time.

8. Vacancies shall be filled for unexpired terms of resigned WDB members or otherwise unfilled seats on the WDB by the LEO Board consistent with WIOA § 107 (b) (2) as amended from time to time.

C. Term. The terms of the initial WDB shall be for fixed and staggered terms not to exceed 3 years, as further determined by the WDB. Thereafter, terms of WDB members shall be for 3 years.

D. Compensation. The WDB may authorize compensation for services rendered to the Corporation, consistent with funding source guidelines and law.

E. Resignation. A member of the WDB may resign at any time by filing his/her resignation with the Chair of the WDB 30 days prior to any meeting of the corporation.

F. Removal. A WDB member may be removed for good cause at any meeting of the WDB by the affirmative vote of two-thirds of the filled positions of the WDB. Good cause shall include:

   1. Those causes specified in Wisconsin Statutes Section 17.15 (2).

   2. A WDB member may be removed by the LEO Board for not attending at least 50% of the scheduled meetings each program year. The WDB Chair and Executive Director shall keep accurate meeting attendance records, remind members who are not regularly attending meetings
Attachment 7

Wisconsin Bay WDA
WORKFORCE DEVELOPMENT BOARD BYLAWS
Amended 01/21/2016; Proposed Amendment for 01/21/2016

about their responsibility to participate in meetings, and communicate concerns about members’ absences to the LEO Board.

3. Failure of a WDB member to fulfill in a timely manner his/her obligations under these Bylaws, or if the WDB member shall violate any of the covenants or stipulations of the Bylaws. However, nothing herein shall be construed to permit removal of any WDB member for failure to concur in any proposed agreement with the WDB.

4. For conviction of any federal or state felony.

5. For changes in status that effect representation as outlined in Section IV (2) (B) of these Bylaws.

G. Vacancies. When a vacancy occurs on the WDB, the vacancy shall be filled to carry out the balance of the term in accordance with the procedures in Article IV, Section 2 of these Bylaws.

ARTICLE V - FUNCTIONS

The Board of Directors shall:

A. Serve as the Administrative Entity/Grant Recipient/Substate Grantee for the WDA by designation of the LEO Board to the ten (11) counties.

B. Establish the overall goals, policies, and priorities for the Corporation.

C. Develop and approve WDA Local Plan for submission to the Governor in conjunction with the LEO Board, and administer and oversee the programs conducted under the Local Plan to insure its implementation pursuant to the policy, goals, and procedures set for the WDA. Such oversight shall include review, monitoring, and evaluation of the programs conducted under Title I of WIOA. Program operation will be contracted and may include intake, certification, assessment, case-career services, management, and placement and follow up services.

D. Approve and submit any modifications of the Local Plan to the Governor in conjunction with the LEO Board.

E. Hire staff necessary to carry out its responsibilities as the Administrative Entity/Grant Recipient/Substate Grantee.

F. Prepare and approve a budget for itself and incorporate grant funds to operate programs under the Local Plan in accordance with the contractual requirements of the funding sources.

G. Approve all contracts and program budgets for the provision of services to carry out the goals and objectives of the Local Plan.

H. Establish guidelines for the level of skills provided by skills training programs conducted under the Local Plan.
I. Remove any member of the WDB for just cause.

J. Determine the number of members of the WDB with the concurrence of the LEO Board.

K. Designate a depository for Corporate funds and establish proper monetary controls and accounting procedures.

L. Appoint appropriate standing and ad hoc committees necessary to effectively carry out the purposes of the Corporation.

M. Establish Corporation personnel policies, grievance procedures and other policy directives as necessary.

**ARTICLE VI - OFFICERS**

A. Number. The WDB shall elect from its private sector representatives, a Chairperson. The Chairperson, Vice-Chairperson, Secretary and Treasurer shall be members of the Executive Committee.

B. Election and Term. The initial principal officers shall be elected at the first meeting of the WDB and those elected shall take office immediately upon election until the next annual meeting. Thereafter, the principal officers shall be elected by the WDB bi-annually or at any special meeting called for such purpose and serve a two-year term.

C. Vacancies. If any office of the WDB becomes vacant, the WDB shall elect a successor at the next regular meeting, or a special meeting to fulfill the remainder of the term.

D. Removal. Any officer may be removed for good cause at any time by majority vote of the WDB.

E. Duties and Qualifications of Officers

   1. Chairperson: The Chairperson shall be from among the WDB members who are representatives of the private sector; shall preside over all meetings of the WDB and the Corporation; shall be an ex-officio member of all committees and task forces, subject to the approval of the WDB, and shall have the general powers and duties usually associated with the office of President of Chapter 181 Wisconsin Corporations, including but not limited to powers allowed by law to sign certificates, contracts and other instruments of the corporation which are authorized by the WDB. The Chairperson shall make all appointments to committees and task forces, subject to approval from the full WDB. The Chair is also directly responsible for supervising the work of the Executive Director of the WDA, and is the individual to whom the Executive Director reports. The Executive Committee will conduct an annual evaluation of the Executive Director.

   2. Vice-Chairperson. The Vice-Chairperson shall serve in the Chairperson’s stead if the Chairperson is unable to perform such duties as the Chairperson and WDB may direct. At such times, the Vice-Chairperson shall have all the powers of the Chairperson.
3. Secretary. The Secretary shall be responsible for ensuring that WDB and committee meeting Minutes are accurately and appropriately recorded, distributed, and preserved and shall perform other duties as the Chairperson and WDB may direct.

4. Treasurer. The Treasurer shall ensure that accurate records of all funds collected and spent are properly kept and that an accurate account of the assets and liabilities of the corporation is maintained. This includes approving the check payment register before checks are issued as part of the internal control process and approving the Executive Director’s bi-weekly timesheet, requests for leave, and requisitions. Under the Treasurer’s direction, the Board shall decide which officers and staff may authorize spending of funds, and shall decide an amount for which WDB officers and staff shall be bonded.

5. Any document required or permitted by Wisconsin Statutes Chapter 181 (The Wisconsin Non-Stock Corporation Law) to be signed by the President, Vice-President, Secretary or Assistant Secretary, shall be signed by the WDB Chair, Vice Chair, or by the Executive Director with regard to specific actions taken by the WDB.

ARTICLE VII - MEETINGS

A. WDB Meetings. All WDB meetings shall conform to Wisconsin Open Meeting law.

B. Annual Meeting. The Annual Meeting of the Corporation shall be held in May of each year for the purpose of seating new officers (if required) and for the transaction of business as may come before the Corporation.

C. Regular Meetings. The regular meetings of the Corporation shall be held at least quarterly, and a time and place designated by the WDB.

D. Special Meetings. Special meetings of the Corporation may be called at the request of the Chairperson or a member of the WDB by petition, and signed by at least one-third of the WDB and properly filed with the Secretary.

E. Notice of each regular and annual meeting shall be given by written notice delivered through the mail or other electronic means no less than two weeks prior to the meeting. Such notices shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid or with an electronic date. Members may request that notices be sent to them solely through the U. S. Postal Service in hard copy. Notice of Special Meetings shall be given not less than one calendar week prior to the meeting. All meetings shall comply with the requirements of the Wisconsin open meeting law.

F. Quorum. A simple majority of the filled seats of the WDB membership shall constitute a quorum of any regular or special meeting. A WDB member who is in attendance at any regular or special meeting and discloses a potential conflict of interest and removes him/herself from the meeting while such item is being addressed, shall continue to be counted for purposes of determining whether there is a quorum.
Attachment 7

Wisconsin Bay WDA
WORKFORCE DEVELOPMENT BOARD BYLAWS
Amended 01/21/2016; Proposed Amendment for 01/21/2016

G. Voting. At all corporate meetings, each Director shall have one vote. No proxy votes shall be permitted. A simple majority of WDB members present shall prevail in all matters except when an act of a greater proportion is required by these Bylaws or Wisconsin Statutes Chapter 181 (The Wisconsin Non-Stock Corporation Law). Any WDB member abstaining from voting for reason of conflict of interest shall not be considered present for that vote. Roll call vote will be taken and duly recorded for all funding decisions.

H. Minutes. The WDB shall keep a correct and complete record of all Corporation proceedings which shall be attested by recorded WDB Minutes.

I. Procedure. All meetings of the corporation shall be governed by the Bylaws, or standing rules of the corporation, or Robert’s Rules of Order, in all matters not covered therein.

J. Telephonic Meetings. WDB and/or committee meetings may be conducted using telephone or television or other electronic equipment provided that meetings are properly noticed to the members and to the public, and any interested party is provided a means to listen to the meeting proceedings by going to a designated location or via technology.

K. Local Elected Officials. Local Elected Officials of the WDA shall be granted speaking privileges at WDB meetings, but shall have no voting rights.

ARTICLE VIII - JOINT WDB/LEO COMMITTEES

The WDB shall name its members to the Joint Committees of the WDB and the LEO Board as delineated in the WDB/LEO Agreement for the WDA. These joint committees shall may include: Planning and Evaluation, Joint Executive, and Administrative Budget Committees.

ARTICLE IX - LOCAL PLAN

A. Development of the Local Plan. The WDB, in conjunction with the LEO Board, is responsible to develop and approve a Local Plan for the WDA. To this end, both the WDB and the LEO Board may establish the Planning and Evaluation Committee to work with staff in the development of that Plan. Final approval of the Plan, and a budget for the Plan, rests with the WDB and the LEO Board.

B. Public Comment on the Local Plan. The WDB shall make the Local Plan available for public comment prior to final approval by the WDB and the LEO Board for submission to the Governor. Public comment shall be reviewed and summarized for inclusion in the Plan. Written justification shall be provided if the Plan is not altered to conform to public comments pursuant to Wisconsin Statutes Section 19.83.

C. Modification or update of the Local Plan. Modification or update of the Local Plan will be submitted to both the WDB and the LEO Board for approval. Either body may request modification or update of the Plan. Such requests should be forwarded to the respective LEO Chair or WDB Chair, and to the Executive Director.
ATTACHMENT 7

Wisconsin Bay WDA
WORKFORCE DEVELOPMENT BOARD BYLAWS
Amended 01/21/2016; Proposed Amendment for 01/21/2016

ARTICLE X - WDB EXECUTIVE COMMITTEE

A. Duties and Powers. The Executive Committee shall function for the WDB between meetings of the WDB. The Executive Committee shall have full authority to act on behalf of the WDB and the Corporation between meetings of the WDB. All Executive Committee decisions are to be brought to the full WDB for validation at the next meeting of the WDB. The Executive Committee shall function as the authorized representatives of the WDB to meet with representatives of the LEO Board which together shall constitute a committee for the negotiation of any disagreements over any WIOA related matters. The Executive Committee shall also function as the Personnel Committee.

B. Composition. The Executive Committee shall consist of the Chairperson, Vice Chairperson, Secretary, and Treasurer of the Corporation, and up to three at-large members of the WDB appointed by the membership at a duly constituted meeting of the WDB. At-large members shall serve two-year terms on the Executive Committee. The immediate past Chair, at the discretion of the WDB, may be appointed to a one-year term as a member of the Executive Committee to facilitate the transition of WDB leadership.

C. Term. The Term of the Executive Committee members shall be two years. Said term shall commence upon the election at the annual meeting and continue until their successors are elected at the subsequent annual meeting.

D. Vacancies. If an Executive Committee position becomes vacant said term, the WDB shall elect a successor as soon as possible following the vacancy to fill the position for the remainder of the term.

E. Meetings. Meetings of the Executive Committee shall be held at a time, place and date selected by the members. Special meetings of the Executive Committee shall be called by the Chair as needed. Telephone conference meetings shall be permitted as deemed necessary by the WDB Chair and the LEO Board Chair.

1. Notice of any special Executive Committee meetings shall be given at least twenty-four (24) hours prior to said meeting by written or electronic notice delivered personally or mailed or sent electronically to each Executive Committee member. Written notice of all regular Executive Committee meetings shall be given two calendar weeks in advance, indicating time, place and agenda.

2. A simple majority of the filled seats of the Executive Committee shall constitute a quorum at any regular or special meeting of the Executive Committee.

ARTICLE XI - STATUS

This Corporation is a non-stock corporation organized under Wisconsin Statutes Chapter 181, (The Wisconsin Non-Stock Corporation Law), and is not conducted for pecuniary profit. All aspects of the operation of the Corporation shall be conducted in accordance with applicable laws, rules and regulations of funding sources, state and federal law and Section 501(C)(3) of the United States Internal Revenue Code of 1954, as it may be amended from time to time, for the tax-exempt organization.
ARTICLE XII - CONFLICT OF INTEREST

No WDB member, officer or employee of the Corporation shall have or acquire any interest, direct or indirect, in any project which the Corporation is operating or promoting, or in any contract relating to any such project of the Corporation without making written disclosure to the Corporation of the nature and extent of his/her interest. No WDB member who has had such interest shall vote on any matter relating to it. Further, no WDB member, officer or employee of the Corporation shall violate the conflict of interest regulations as established by funding sources or as established by or contrary to Wisconsin Statutes 181.0831 or its successors thereto, or the following conflict of interest procedure guidelines:

1. Each WDB member shall disclose in writing, annually with updates, on prescribed forms an conflict of interest pertaining to any act or transaction of the WDB prior to the WDB addressing said act or transaction

2. The conflict shall be disclosed at the meeting in which said act or transaction is being addressed and the conflict shall be noted in the minutes. The WDB, if necessary, shall hold a discussion regarding the conflict.

3. Any WDB member having a conflict shall not participate in any discussion or voting relative to such item, unless answering questions directly addressed to him/her by the WDB Chair.

4. Any conflict disclosed prior to a meeting shall, if possible, be made part of the agenda of that particular WDB meeting.

5. Any WDB member who believes another has a conflict may disclose said possible conflict to the WDB. The WDB shall hear statements from both parties and, if necessary, discussion shall be held by the WDB. Wherever possible, the staff shall advise ahead of time if there is a conflict. The WDB Chair, or whoever is presiding in the place of the Chair, shall make the final determination whether a conflict of interest exists.

6. A Program Service Provider or Program Operator may not vote on contracted funds for a WIOA Title under which that Service Provider or Program Operator receives funding.

ARTICLE XIII - DEPOSITS, PROPERTY DISSOLUTION

A. Loans. No indebtedness for borrowed money shall be contracted on behalf of the Corporation, and no evidences of such indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the WDB of the Corporation. Such authorization may be general or confined to specific instances. Unless otherwise stated in such authorization, all such loans shall be signed by the Chairperson (or Vice-Chairperson in the Chairperson’s absence) and the Secretary.

B. Drafts, etc. All checks, drafts or other orders of payment of money, notes or other evidences of indebtedness issues in the name of the Corporation, shall be signed by such officer, or officers, or approved staff member of the corporation in such manner as shall from time to time be determined by or under authority of a resolution of the members of the Corporation. Bonding or insurance protection shall be provided to those eligible to disburse funds.
C. Corporate Powers. The Corporate powers, property, funds and affairs of the Corporation, except as may be otherwise provided by law, the Articles of Incorporation, or the Bylaws, shall be vested in, exercised and controlled by the WDB. The Corporation shall have all powers permitted by law.

D. Dissolution. Upon dissolution of the Corporation for any cause, the properties then in possession of the Corporation shall be turned over to such successor organization as the WDB shall determine. In no event shall any property of the Corporation inure to the benefit of any individual member or the benefit of any organization which does not qualify as a tax-exempt organization under the pertinent provisions of the Internal Revenue Code as provided by the Charter of the Corporation.

ARTICLE XIV - AMENDMENTS

These Bylaws may be amended by the affirmative vote by two-thirds of the WDB in office at a duly called meeting, provided the proposed amendment shall have been submitted in writing to all WDB members at least ten (10) days in advance of such meeting.

ARTICLE XV - FISCAL YEAR

The corporation’s fiscal year shall be the first day of July through the last day of June the following year. (July 1st – June 30th.)

ARTICLE XVI - COMMITTEES

The WDB may establish such committees as it chooses from time to time. Except as herein provided for the Executive/Personnel Committee, the WDB shall set the number of members to sit on said committees. Reasonable effort shall be made to notify committee members of the time and place of such meetings.

ARTICLE XVII - NON-DISCRIMINATORY PROVISION

Wisconsin Statute 111.31 shall establish the basis by which the WDB will ensure that there will be no discrimination exercised in the implementation of WIOA. It is understood that the Wisconsin Statutes must in all regards be at least as restrictive as the WIOA.
PURPOSE OF THESE PROCEDURES:

The purpose of these procedures is to communicate the agency philosophy on allocating costs and to show steps taken to ensure that costs are properly allocated to grants and funding sources.

I. GENERAL PHILOSOPHY:

A. Bay Area Workforce Development Board has a philosophy of providing administrative and customer support services in direct proportion to the level of benefit needed for each program. The efforts of both the Administrative Staff and the subcontractors are based on the needs of the customers or services to be provided. The organization's major functions are fundamentally the same for all grants it receives. Most services are provided through the One Stop Job Center model. Major sources of Revenues include the Department of Labor and other Federal, State and private funding sources.

B. Costs associated with staff or other expenditures are directly applied to grants or cost objectives whenever those costs can be directly related to the benefiting grants or cost objectives. Costs associated with staff members, as well as other costs that cannot be directly attributed to a particular grant or activity, are assigned to an indirect cost pool prior to allocation to the various program funding sources and cost objectives. The agency organizational chart, see attachment A, and a listing of current grants, see attachment B, are used to determine expenses assigned to the cost pool. Funding source regulations determine which grants can be charged for services of a given cost objective. Cost assignments are intended to measure relative benefit received by a specific grant and cost objective. The primary costs are allocated on an equitable distribution base such as payroll amount. Bay Area Workforce Development Board retains the right to allocate costs based on expenditures during a specific time period; participants served; time allocated to a specific grant or cost objective; dollars spent in a specific grant or activity, or time study or sampling for a specific period.

II. ACCOUNT STRUCTURES:

A. Grants are assigned a separate 3-digit prefix number in the accounting system to insure separation by grant of both direct and indirect costs. Grants, with more than one track such as the WIA youth grants and other grants, are entered with a separate prefix per track. Cost objectives are defined and separated by two additional 2-alpha or 2-digit number and are also further defined using 4-digit number assigned general ledger account numbers.

B. Grants are assigned a separate 3-digit prefix number in the accounting system to insure separation by grant of both direct and indirect costs. Grants with more than one track, such as the WIA youth grants and other grants, are entered with a separate prefix per track. Cost objectives are defined and separated by two additional 2-alpha or 2-digit number and are also further defined using 4-digit number assigned general ledger object numbers.

EXAMPLE:

255 Adult PY04 grant 255 - 900 – BR – JC - 6770
900 Administrative Component (Fund)
BR Brown County (Component)
JC Job Center (Location)
6770 Miscellaneous (Type/subcontractor code)
(General Ledger number)
III. **ALLOCATING OF COSTS:**

A. At the close of each month and before the corresponding expenditure reports are submitted to grant sources, indirect pooled costs are distributed relative to benefits received by grants or cost objectives based on identifiable costs such as payroll amount dedicated to a specific grant on a time allocation sheet or by use of other acceptable indirect or direct cost base drivers as stated above. Allowable and unallowable costs as well as direct and indirect costs are determined in accordance with OMB Circular A-122, “Cost Principles for Non-Profit Organizations”. Unallowable costs are separated from allowable costs and are not allocated or direct charged to grants. These costs are directly charged to the General Fund with the approval of the Controller. This cost allocation plan will apply to any Workforce Investment Act or other Federal or State grants from other funding sources that the agency receives.

B. There is one primary indirect cost pool. Other cost pools may be added in isolated projects or subcontracts.

C. The primary indirect cost pool uses payroll amounts by grant as recorded by Bay Area Workforce Development Board staff on the bi-weekly sheets to apply costs relative to the cost pool. These payroll amounts are updated monthly prior to allocation of indirect costs.

D. The primary cost pool is consistently distributed monthly using the accounting system. The time it takes to prepare manual entries to distribute the individual expense line items of the cost pool to the individual expense line items within a cost objective for each benefiting funding source has been shown to be excessive and therefore not cost effective when considering the merits of the results versus the effort required to achieve such results.

1. The Controller will create and maintain the Allocation maintenance file in relation to the benefits received by grant and grant regulations.

2. The Controller, or a designee, will create Allocation Accumulation by defining the wages paid date range to be used. Based on the Allocation maintenance file and the Allocation Accumulation period designated, the accounting system will calculate the allocations by General Ledger object number.

3. The Controller, or a designee, will review each General Ledger account allocation amount, approve the grants to be allocated to and then direct the accounting system to create a journal entry. The journal entries will then be posted to the general ledger.

4. In the primary indirect cost pool, identified by general fund 000 and account number “8800” will be the “offset” or “zeroing out” accounts to ensure that the fund balance of the indirect cost pool, at the end of each month, is always zero and therefore completely allocated out.

**EXAMPLE:**

| Fund Source 100 100-XXX-XX-XX-6770 | $1,000.00   | DR |
| Fund Source 200 200-XXX-XX-XX-6770 | $2,000.00   | DR |
| Fund Source 000 000-XXX-XX-XX-8800 | $3,000.00   | CR |
Bay Area Workforce Development Board

Veteran’s Priority of Service Policy

The Veteran’s Priority of Service Policy, effective November 19, 2015, applies to all Bay Area Workforce Development Board (WDB) programming, including special projects and grants.

The Priority of Service applies to all veterans and eligible spouses, and includes all career service components of the Bay Area WDB Job Center system. All veterans and eligible spouses are provided services before other persons, or if funding is limited, over the non-veteran person.

All Bay Area WDB services are contracted, including the operation of the Job Center system. All contracted Bay Area WDB service providers are required to fully understand the provisions and responsibilities of the Priority of Service law and regulations.

All Job Centers must prominently display appropriate Veterans Priority of Service signage throughout the centers. Contracted Bay Area WDB Workforce Innovation and Opportunity Act (WIOA) Career Services Specialists (CSS) are required to post notices of the Priority of Service in their offices. Full compliance with Bay Area WDB’s Veteran’s Priority of Service Policy is required and monitored. Any failure of the contractor to comply may result in the termination of the contract or a disallowed cost being assessed.

If training funds are limited and a waiting list for training is established, veterans and eligible spouses of veterans are placed at the top of the list. Veterans and eligible spouses are funded prior to other individuals on the list. If there are more veterans on the list than funding allows, the veteran with additional barriers of disabled and minority may be given priority.

This policy applies to individuals entering the system and does not provide for a bumping process in which a newly entered veteran would bump an individual that is already receiving services. All eligibility requirements must be met prior to the implementation of the policy.

The definition of “veteran” and “eligible spouse of veteran” will follow the definitions in the WIOA, Priority of Service for Eligible Veterans and Spouses.
Priority of Service for Eligible Veterans and Spouses

The jobs for Veteran’s Act affords Priority of Service to covered veterans and eligible spouses over non-covered persons for the receipt of employment, training, and placement services provided under new or existing job training programs funded in whole or in part, by the U.S. Department of Labor (DOL).

AM I ELIGIBLE?

To be eligible for Priority of Service the individual must meet the following definition as a Covered Person. The term “covered person” means any of the following individuals:

A Veteran: A person who served in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable.

Eligible Spouse: The spouse of any of the following individuals:

- Any veteran who died of a service connected disability;
- Any veteran who has a total disability resulting from a service-connected disability;
- Any veteran who died while a disability, so evaluated, was in existence;
- Any member of the Armed Forces servicing on active duty who, at the time of application for assistance under this section, is listed, pursuant to section 556 of Title 37 and regulations issued by the Secretary concerned, in one or more of the following categories, and has been so listed for a total of more than 90 days:
  ✓ Missing in action, captured in the line of duty by a hostile force, or forcibly detained or interned in the line of duty by a foreign government or power.

WHAT IT MEANS

“Veteran’s Priority of Service” means the right of eligible covered persons to take precedence over eligible non-covered persons in obtaining services. For example, this could mean:

- The covered person receives access to the service or resource earlier in time than the non-covered person; or
- If the service or resource is limited, the covered person receives access to the service or resource before the non-covered person.
Bay Area Workforce Development Board
Incumbent Worker Training Policy

Currently, the Bay Area Workforce Development Board (WDB) does not allocate any Workforce Innovation & Opportunity Act (WIOA) funding to incumbent worker training; however, should a special project or an additional funding stream become available specifically dedicated to incumbent worker training, the Bay Area WDB will develop an appropriate policy to guide the program.
Bay Area Workforce Development Board
Transitional Jobs Policy

Currently, the Bay Area Workforce Development Board does not allocate any Workforce Innovation and Opportunity Act (WIOA) funding to transitional jobs; however, should a special project or an additional funding stream become available and specifically dedicated to transitional jobs, the Bay Area WDB will develop an appropriate policy to guide the program.
Bay Area Workforce Development Board
Individual Training Account

Currently, the Bay Area Workforce Development Board does not have an Individual Training Account policy; however, the Bay Area WDB will develop an appropriate policy as necessary.
The Bay Area Workforce Development Board

On-The-Job Training Policy
Effective January 21, 2016

**The Purpose of this Policy is to:**
1. Encourage utilization of On-The-Job-Training (OJT) as a workforce development strategy designed to assist unemployed workers develop high-demand occupation skills and obtain and retain employment earning a self-sustaining wage.
2. Provide the Bay Area Workforce Development Board (WDB) requirements for operating OJT contracts.

**Overview of OJT**

OJT is an option for individuals to receive training funded through the Workforce Innovation & Opportunity Act (WIOA). The term “On-The-Job Training” means training by an employer that is provided to a paid participant while engaged in productive work in a job that:

1. Provides knowledge or skills essential to the full and adequate performance of the job;
2. Provides reimbursement to the employer for the costs associated with training the OJT trainee, at a maximum of half the pay rate for the agreed-upon training period; and
3. Is limited to a maximum of 6 months or less 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.

An agreement with the employer will specify the duration of training as well as the skills and competencies to be acquired by the participant. The length of the training period depends on the complexity of the job as well as the participant’s skills and prior skill development.

**OJT Policies**

The following policy provisions will guide all OJT contracts in the Bay Area:

**A. Requirements.** All OJT contracts will include a pre-award form, a pre-award check list, a training plan, the OJT contract and a contract close out form. The contract and the OJT may be administered through contracted staff. An administration limit of 10% will apply to all contractors. The administration amount will be based on expensed program costs.

**B. Wages.** The allowable wage will not exceed the state’s average wage rate. The salary/wage will be based on the Bureau of Labor Statistics in the Quarterly Census of Employment and Wages. The employer will be responsible for Unemployment Insurance, worker compensation, and any other worker benefits costs. The wages paid to participants will be based on the entry level wage for that position with the company but cannot exceed the state average wage rate.
C. Coordination Details:

1. All OJT participants must be determined eligible under the Workforce Innovation & Opportunity Act (WIOA) Dislocated Worker or Adult programs and require pre-approval from the Bay Area WDB Program Operations Manager;

2. Consideration must be given to:
   a. the skill requirements of the occupation;
   b. the academic and occupational skill level of the participant;
   c. prior work experience; and
   d. the participant’s Individual Service Strategy (ISS);

3. Once the preliminary Individual Service Strategy (ISS) information has been gathered and the assessment process is completed, the following considerations should be addressed:
   a. Does the participant need to learn skills for the desired position; or have those skills already been acquired?
   b. Does the participant have a need for training?
   c. What is the best way for the individual to obtain the skills needed (i.e., OJT or occupational skills training or a combination of both)?
   d. Can the position be obtained at this company without OJT training? If a need for OJT cannot be documented, a direct placement or referral to other services should be considered. If a need for OJT has been determined and recorded on the ISS, a referral may be made to appropriate employers.
   e. Is the participant likely to succeed in training?

4. It is the responsibility of the contractor to monitor the participant’s progress in the position for one (1) year after the completion of the OJT.

D. Length of OJT

The duration of the OJT cannot exceed six (6) months. The length of the training will be based on the skills required for the position, the education/skills of the participant and the training plan.

E. Displacement Clause

A participant cannot be placed in an OJT if:
1. Any other individual is on layoff from the same or any substantially equivalent job;
2. The employer has terminated the employment of any regular employee or reduced the hours of employment with the intention of filling the vacancy with the OJT participant;
3. The OJT position infringes on the promotional opportunities of currently employed workers;
4. Displacement includes the partial displacement, such as a reduction in hours including overtime work, wages or employment benefits, of any currently employed employee.

F. Reimbursement Terms

The following reimbursement schedule will be used for all OJT contracts:

- One-half of the OJT reimbursement at the end of the training period and upon the trainee’s successful completion of the training plan.
- The second half of the OJT reimbursement will be made at the end of 90 days if the trainee is still employed and working 30 hours or more each week.

G. Allowable Occupations

The Bay Area WDB’s high-demand occupations list will be used to determine if the OJT will be written.

H. OJT Outreach

Outreach is the responsibility of the OJT contractor and may be done directly or indirectly to both employers and job seekers. Outreach includes, but is not limited to face-to-face contacts, mail outs (introductionary letters, notes of appreciation, newsletters), through the job center system, involvement with the Chamber of Commerce, press releases, networking with other agencies, and speaking to civic organizations. All outreach efforts must be directed to companies that provide employment in high growth, new emerging technologies and in demand occupations.

Sample outreach strategies include:

- Researching companies thoroughly before contact and note previous labor needs;
- Working with nearby agencies to target high growth industries for regional outreach;
- Educating employers about how OJT training can enhance their business, cut waste, help train employees, reduce turnover and increase profits;
- Educating job seekers about how to sell OJT training to potential employers;
- Projecting company savings by utilizing OJT and ensuring required employer-generated paperwork is minimal;
- Encouraging the job seeker uses an introductory letter from the OJT provider when interacting with employers as part of the job search.

I. Employer Pre-Screening for OJT

OJT is provided under an agreement with an employer in the public, private non-profit, or private sector. Prior to entering into an OJT agreement, a pre-screening will be conducted to ensure that the employer meets the minimum standards and can provide both training and long-term employment to an OJT trainee. The Bay Area WDB pre-screening document will be used for this component.

J. OJT Trainee Requirements
Only those individuals who meet the eligibility requirements for Workforce Innovation & Opportunity Act (WIOA) Dislocated Worker or Adult program career services and approved by the Bay Area WDB Program Operations Manager, who have received an assessment and for whom an Individual Service Strategy (ISS) has been developed may be considered for OJT. An individual referred to a Job Center by an employer may be considered for OJT with that employer only after the individual has met WIOA eligibility requirements, received appropriate assessment(s), and for whom an ISS has been developed and indicates an OJT is appropriate.

K. Required Documents

To encourage the use of OJT by employers and job seekers, it is critical that the OJT providers keep paperwork to a minimum; However, each OJT must include the pre-screening form, check list, the OJT contract, the training plan, invoicing and the monitoring processes. Attachments 1-4.

L. OJT Contract (Minimum Requirements)

An employer orientation must be completed with each employer and/or employer representative prior to the contract implementation to discuss the contract provisions and training plans. The OJT pre-screening instrument, the employer check list, and the contract format will be discussed at the meeting. In addition to the above all WIOA assurances and certifications must be provided to the employer for review. The referral process and the employer’s training plan must also be discussed at the meeting. Upon completion of the pre-contract phase a contract may be written. The format for the contract will be the Bay Area WDB’s approved OJT contract form.

M. TRAINING PLANS

After determination of eligibility by the Bay Area WDB contracted WIOA Career Services Specialist (CSS) and approval but the Bay Area WDB Program Operations Manager, an OJT training plan must be developed. This plan will be a formal and written description of the structured job training that will provide participants with an orderly combination of instruction in work maturity skills, general employment competencies and occupationally specific skills that will enable the participant to work toward self-sufficiency. OJT providers can use O*NET and/or a company job description as a basis to begin listing skills or tasks. The Training Plan must include:

1. **Trainee Information**: Participant name, contact information, and Social Security number;
2. **Employer Information**: Employer name and contact information;
3. **OJT Information**: OJT start and end dates, wage rate, and reimbursement rates;
4. **Occupational Information**: Job title and description, O*NET code, and number of hours participant with train per week;
5. **Job Skills**: Skills necessary to perform the job, and the trainee’s skill level for each of these skills;
6. **Training Information**: List of specific skills or tasks the employer agrees to provide to the participant, estimated training hours for each skill, and acknowledgement of skill obtained;
7. **Signatures:** Signature of trainee and date, of employer and date, and of OJT provider and date.
N. INVOICING

Payments to employers for OJT shall be in compliance with WIOA program guidelines. Payments to employers are considered compensation for the “extraordinary costs” associated with training participants. Employers are not required to document these extraordinary costs. Extraordinary costs associated with training of participants are usually understood to mean:

- Additional intense supervision;
- Above average material waste;
- Abnormal wear on tools; and
- Decreased rates of production.

The participant must receive wages and fringe benefits equal to those similarly employed by the employer. The reimbursement is not a wage subsidy. It is expected that the participant will continue to be employed by the employer on full-time basis beyond the completion of the OJT contract. It is also expected that the participant will continue to receive compensation and benefits commensurate with the job performance.

Payment to employers should be managed by an invoice system that clearly documents the number of hours worked each day by the participant and rate of pay for the time period. Invoices must be signed by both the participant and the employer or only by the employer if accompanying documentation (timesheets/time cards) is signed by the participant and reconciled to the invoice. Also, payments to employers must be based on scheduled raises and regular pay increases, if they occur.

O. MONITORING

Monitoring is the responsibility of both the contractor and Bay Area WDB staff. Monitoring will include oversight of the participant training and corresponding employer payroll records. To ensure validity and propriety of the reimbursement amounts claimed, and that the training for which the contract is written is actually delivered, on site monitoring of OJT employers is required. The on-site monitoring of the OJT must include documenting information received directly from the trainees, should capture the trainee supervisor’s perspective about how the training is progressing, and should include review of the employer payroll records.
Bay Area Workforce Development Board  
Customized Training Policy  
Effective 1/21/2016

I. Program Definition

A. Customized Training arrangements entail the commitment by the employer to hire trainees after successful training completion or to continue to employ & advance incumbent employees after successful training completion. Employers that enter into customized training agreements commit to funding at least 50 percent of the cost of the training. Customized Training may be designed and delivered for multiple employers, such as in an industry sector, or for groups of targeted employees of a single employer, creating the opportunity to develop economies of scale that truly maximize and leverage the contribution of the workforce system and participating employers.

B. Customized Training entails a defined curriculum where Workforce Innovation & Opportunity Act (WIOA) customers are trained together in the same skill or occupational area. Training is provided through a contract with a brokered trainer.
   1. The training is designed to meet the special requirements of an employer or a group of employers;
   2. Training services are directly linked to occupations that are in demand in the local area or have the high potential of sustained demand or growth in the local areas;
   3. The employer may not have relocated to area within 120 days if relocation caused loss of jobs at original location;
   4. Training may not assist the employer in relocating business and causing loss of jobs in area;
   5. The employer(s) make a commitment to employ or continue to employ the individual(s) upon successfully completing the training;
   6. The employer(s) pay for not less than 50 percent of the cost of the training;
   7. Incumbent workers must have an annual wage of or below the annual average wage for the State of Wisconsin;
   8. The training must relate to: the introduction of new technologies, introduction to new production or service procedures, or upgrading to new jobs that require additional skills;
   9. The training results in a credential.

II. Goal

The goal of Customized Training is placements into higher skilled / higher wage jobs, which help participants to become economically self-sufficient and which contribute to the occupational development and upward mobility of participants in their career ladder. Participants who are eligible for Customized Training are those who are employed but due to lack of some qualifications or skills will not be promoted or advanced in the company to promote the hiring of an unemployed individual.
III. Process

Customized Training will be based upon a contractual agreement between the Bay Area Workforce Development Board (WDB) and an employer (or group of employers) to provide specialized training to employees. Potential new hires and incumbent employees may participate in Customized Training, though incumbent employees must be determined to not be earning self-sufficient wages in order to participate, and their training must be related to the introduction of new technologies in the workplace, skills upgrading for new jobs, or other related purposes.

- Employers interested in applying for Customized Worker Training funds must contact the Bay Area WDB Program Operations Manager;
- Employer(s) may request that the Bay Area WDB develop or coordinate Customized Training in order to recruit new workers. Employer(s) must commit to employ individuals upon successful completion of training;
- The training provider and the Bay Area WDB must coordinate services and billing arrangements before training is approved;
- Eligible trainees will be assessed and enrolled into the appropriate WIOA program;
- If training creates new entry or lower-level openings, Bay Area WDB’s contracted service providers and Job Center staff will promote and encourage other WIOA registered customers apply for those newly created openings;
- After successful completion of training, Bay Area WDB must receive a copy of the credential. If training provider does not provide certificates of completion, the Credential form may be used and signed by the training provider.
Bay Area Workforce Development Board
Needs Related Payment Policy

The Bay Area Workforce Development Board (WDB) does not allocate or allow any Workforce Innovation & Opportunity Act (WIOA) funding for Needs Related Payments, except for activities governed by and in compliance with the Bay Area WDB Youth Stipend and Incentive Policy. (See Attachment 19)

Special Bay Area WDB projects utilizing non-WIOA funding may allow Needs Related Payments and will be governed by the rules, regulations, and local policy directives specifically related to the identified project.
I. Support Service Eligibility

A. Financial assistance in the form of Supportive Services monies is available to any Participant enrolled in a Workforce Innovation and Opportunity Act (WIOA) service component. This policy applies to:

- The Adult, Dislocated Worker, and Youth programs under Title I of the WIOA;
- WIOA special response grants and National Emergency Grants (NEG);
- All other grants administered by the Bay Area Workforce Development Board (WDB), unless the grant specifically states an alternative support services process.

B. Support Services are provided through a request from the WIOA Career Services Specialist (CSS), with final approval by Bay Area WDB’s Fiscal Department.

1. The type and amount of Support Service is determined through an Objective Assessment Process and documented on the Participant’s Individual Service Strategy (ISS) / Employability Plan and Manage Assessment tab in ASSET.

C. If a Participant is eligible for W-2, DVR, TAA, or any other program/agency that sponsors supportive services, the Participant is not eligible for WIOA Support Service dollars unless the CSS determines that there is still an unmet need.

D. Veteran’s Priority of Service will be administered in the provision of Support Services.

E. Supportive services are available to enrolled and eligible WIOA Participants who:

1. Have been identified as in need of Supportive Services and cannot get assistance from other sources, programs or agencies;
2. Have the need for Supportive Services identified on the ISS and in ASSET;
3. Are participating in Intensive Career or Training Services approved by the Bay Area WDB Fiscal Department;
4. Youth participating in youth services other than design framework;
5. Are unable to obtain Support Services themselves through other community sources, programs, or job center partner services.
F. Support services will not be available for:
   - Business capitalization
   - Deposits such as rental deposits, equipment reserves, etc.
   - Mortgage and car payments
   - Vehicle repairs
   - Retroactive costs that were not originally stated in the Individual Service Strategy
   - Delinquent/late fees
   - Reimbursement for expenses incurred prior to the approval of the support service
   - Medical services including dental and transportation costs for medical appointments
   - Insurance premiums
   - Any other cost other that is not listed in the policy

II. Order and Availability of Funding

Based on availability of funds, Supportive Services are provided in this order:

A. Primary services
   1. Childcare
   2. Transportation
   3. Dependent Care

B. Secondary services
   1. Uniforms or attire required for a training program or employment
   2. Work-related expenses such as eyeglasses / protective eye gear
   3. Testing fees
   4. Background check
   5. Lodging fees
   6. Housing assistance
   7. Follow-up services

III. All supportive services are provided on an individual basis and any deviation from this Policy must be on a waiver basis and submitted to the Bay Area WDB staff for approval prior to the occurrence of cost.
Bay Area Workforce Development Board
Follow Up Services Policy
DRAFT
For Approval 1/21/2016

All Workforce Innovation & Opportunity Act (WIOA) Title I program participants must receive follow up services for a minimum of 52 weeks (YOUTH) or 26 weeks (ADULT and DISLOCATED WORKER) concurrent with program exit.

All contracted Bay Area Workforce Development Board (WDB) Career Services Specialists (CSS) are required to maintain communication and contact with clients vis-à-vis the most appropriate means to reinforce positive program outcomes by ensuring the participant is fully aware of the availability of WIOA services, as needed and applicable.

At a minimum, contact must be attempted and properly documented in ASSET on a monthly basis throughout the duration of the 52-week (YOUTH) or 26-week (ADULT and DISLOCATED WORKER) follow-up period. If the participant requests contact is terminated, the appropriate documentation will be noted in ASSET and follow-up services will conclude.

If a participant indicates additional WIOA services are needed or desired, the assigned contracted Bay Area WDB Career Services Specialist is required to confirm program eligibility, administer appropriate assessments, and develop an Individual Service Strategy (ISS) to assist the participant in achieving his/her employment and/or educational goal(s), ensuring appropriate documentation in ASSET.
Bay Area Workforce Development Board
Youth Stipend & Incentive Policy

I. Purpose:
To provide updated and revised policy for granting stipends and incentive awards to eligible youth enrolled in the Title I Workforce Innovation and Opportunity Act (WIOA) Youth program, effective September 17, 2015.

II. Background:
The Workforce Innovation and Opportunity Act (WIOA) allows funding for eligible youth to be used as stipends or incentives to recognize achievement in identified workforce development programs. On March 7, 2013, the Wisconsin Department of Workforce Development (DWD) published Policy 13-02 as further clarification governing the awarding of youth stipends and incentives.

III. Substance:
Incentives and stipends are allowable to youth enrolled in the WIOA Title I Youth program, and are intended to be used to encourage and motivate youth to reach specific goals and obtain positive outcomes specifically designed to increase education and workforce skill sets. Stipend and incentive awards are not an entitlement. All stipend and incentive awards will be subject to availability of WIOA Youth funds and applied at the discretion of the Bay Area Workforce Development Board staff. Individual participants can earn a lifetime maximum of $500 in stipends and incentives. Youth enrolled in Design Framework services only are NOT eligible for program stipends and/or incentives.

A. Stipend Definition: A stipend is a fixed regular small payment made to a WIOA Youth participant during his/her enrollment to encourage participation in certain specified activities. Stipends may not exceed the Federal or Wisconsin minimum wage, whichever is higher and may be calculated based on actual hours of attendance. Attendance in the activity must be documented as the basis of stipend payments and must include at a minimum an attendance sheet signed by the participant and appropriate staff. All documentation must be maintained in the participant’s file and incorporated in the Individual Service Strategy (ISS) as the basis for the stipend payment.

Stipends may be awarded for the following activities:
1. Attendance at GED training
2. Attendance at basic skills education centers for the purpose of basic skills enhancement (participant must be basic skills deficient)
3. Approved Pre-employment/Work Readiness Training Curriculum

Stipends may NOT be awarded for on-line or virtual classroom participation.

B. Incentive Definition: An incentive is a payment to an enrolled WIOA Youth participant for successful participation and achievement of expected outcomes. The incentive must be
linked to an achievement and must be related to a training and/or education activity that specifically addresses at least one of the fourteen (14) required Youth Program Elements. Such achievements must be documented in the participant’s Individual Service Strategy (ISS) as the basis for an incentive payment.

Incentives are considered awards to WIOA Youth for their achievement and participation in WIOA activities. This list of cash incentives may be awarded to WIOA enrolled Youth for full completion and achievement in a WIOA activity. Incentive payments may be awarded as cash incentives only. The Bay Area WDB Program Operations Manager reserves the option to include incentives in established contracts with partner agencies in order to best serve demographic populations.

Incentive payments may be awarded for the following goal accomplishments or activities for WIOA Youth participants:

1. **Sign-On Incentive:** $25.00

   **Documentation Required:** Youth will receive the incentive upon completion of all intake, enrollment, and assessment paperwork and testing. Final approval is necessary by Bay Area WDB staff to verify proper documentation. Payment will be issued after 30 days of active participation in the Youth program.

2. **Attendance/Communication Incentive:** $25.00

   **Documentation Required:** This monthly incentive is available to any Youth participant maintaining 90% or better attendance and communication during the previous month. In order to qualify for the incentive, the Youth participant must attend all appointments with his/her assigned Career Services Specialist (CSS), all registered workshops, and respond within 24 hours to all CSS communications.

3. **Basic Skills Improvement Incentive:** $100.00

   **Documentation Required:** Participants identified as basic skills deficient (BSD) in either reading and/or math must be re-tested at least once by the end of the first year after enrollment. Participants who successfully complete all TABE re-testing requirements within 12 months from the date of first youth service (DFYS) and who increase his/her TABE score in Math and/or Reading by two (2) Grade Level Equivalencies or one (1) Education Functioning Level (EFL) can receive, while actively participating and enrolled in the Youth program, an incentive not to exceed $100.00 (Reading $50.00 and/or Math $50.00). A maximum payment of $100.00 will be made for re-testing annually as long as the individual remains an active participant and is included in the literacy/numeracy measure. Post-testing should only occur in the areas where the participant tested deficient – e.g. reading or math.

A copy of the TABE level increase must be included in the participant’s file.
4. Attainment of GED or Work Certified Certificate: $200.00
   **Documentation Required:** Youth participants are eligible for this one-time incentive
   following the submission of the appropriate respective certificate and/or official document
   from the test site verifying the participant successfully passed the testing requirements.

5. WIOA Youth Program Referral: $100.00
   **Documentation Required:** Youth participants are eligible for this incentive if they refer an
   eligible youth who enrolls in the WIOA Youth program. The referred youth MUST be
   enrolled in at least one of the 14 youth service elements (Design Framework is **not**
   considered an “enrolled” service). Documentation must include the PIN of the referred
   youth participant.

6. Post-secondary School Incentive: $100.00
   **Documentation Required:** Youth participants attending post-secondary education in a high-
   demand occupation are eligible for this incentive if they provide a copy of a letter of
   acceptance and their course schedule for their first semester.

7. National Career Readiness Certificate (NCRC): $100.00
   **Documentation Required:** Youth participants successfully completing the NCRC and
   achieving at least a Bronze Certification can receive this one-time incentive upon providing
   a copy of the awarded certificate which will be maintained in their participant file.

8. Community Service / Volunteer Work: $100.00
   **Documentation Required:** Youth participants can receive this annual incentive based on the
   successful completion of at least 10 hours of non-court ordered and un-paid community
   service. Eligible participants must have documented attendance, signed by an on-site
   supervisor with an approved agency. Career Services Specialists will ensure all community
   service and volunteer work is properly documented in the case file. Participants can receive
   this incentive on an annual basis for the duration of their active WIOA enrollment, not to
   exceed the maximum allowable limit defined by local policy.
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<tr>
<th>JOB CENTER</th>
<th>ONE STOP OPERATOR</th>
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<tbody>
<tr>
<td>Bay Central (Brown County)</td>
<td>Forward Service Corp.</td>
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<tr>
<td>Coast (Manitowoc)</td>
<td>Great Lakes Training &amp; Development Corp.</td>
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<tr>
<td>Door</td>
<td>We Are HOPE, Inc.</td>
</tr>
<tr>
<td>North (Marinette, Oconto, Florence)</td>
<td>Goodwill/NEWCAP</td>
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<tr>
<td>Shawano</td>
<td>Forward Service Corporation</td>
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<td>Sheboygan</td>
<td>Great Lakes Training &amp; Development Corp.</td>
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<tr>
<td>Menominee</td>
<td>College of Menominee Nation</td>
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<tr>
<td>Stockbridge-Munsee</td>
<td>Stockbridge-Munsee Tribe of Indians</td>
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Bay Area Workforce Development Board

Personnel Policies

(Revised May 2011)
The Bay Area Workforce Development Board, Inc. (hereafter: Bay Area WDB) desires to have a strong and lengthy relationship with each of our employees as we work together to carry out the established goals and objectives of the corporation. Bay Area WDB recognizes the value of skilled, experienced employees and will work to develop an atmosphere of mutual respect within the limits determined by our funding sources and policies. The employee should understand that he/she has the right to terminate employment at any time and without notice, for any reason or no reason at all, and likewise, the employee should understand that Bay Area WDB may terminate his/her employment at any time and without notice, with or without cause. A good-faith effort has been made to comply with all applicable laws in the establishment of these policies. Bay Area WDB reserves the right to amend these policies from time to time as the need arises. The descriptions set forth in this manual are not a contract of permanent employment between Bay Area WDB and any employee, and should not be interpreted as such. Application of these policies to any particular situation will be made as Bay Area WDB deems appropriate.

SECTION I. ORGANIZATION AND AUTHORITY

Bay Area WDB assumes final responsibility for adopting personnel policies and policy revisions for the corporation. Bay Area WDB delegates to the Executive Director the responsibility for the employment of other staff and for the administration of personnel policies. Responsibilities are set forth as follows:

A. Bay Area WDB shall:

1. Approve the annual budget, including salary adjustment, upon recommendation by the Executive Director and/or designated WDB committees.

2. Review and approve Bay Area WDB personnel policies and amendments, upon recommendation of the Executive Director and/or designated WDB committees.

3. Confirm the appointment of the Executive Director.

4. Delegate such personnel duties to the Executive Director and designated committees as necessary.

B. The Bay Area WDB Chair shall:

1. Advise the Executive Director on matters concerning implementation of the personnel policy.

2. Conduct a performance review of the Executive Director at least annually and submit a written report to the Executive Committee.

3. Make recommendations of the Executive Director’s salary level to the Bay Area WDB.

C. Executive Committee shall:

1. Review proposed personnel policies and amendments as developed and recommended by the Executive Director and make recommendations to the Bay Area WDB for consideration and action.

2. Review personnel actions as reported by the Executive Director.

3. Review the performance of the Executive Director annually and make a report to the Bay Area WDB with appropriate recommendations as necessary.
4. Review the corporate budget prepared by the Executive Director for staff salary and benefit levels, and related corporate expenses, and make recommendations to the Bay Area WDB regarding the corporate budget.

5. Perform other duties as assigned by the Bay Area WDB.

D. Executive Director shall:

1. Develop annual corporate expense budget recommendation of salary and benefit levels of staff for the Executive Committee.

2. Hire, oversee the training of and, if required, apply corrective actions and terminate the employment of all Bay Area WDB employees, with termination subject to confirmation by the Executive Committee.

3. Resolve Bay Area WDB staff problems and issues, including applying appropriate corrective discipline to subordinate employees and maintaining the necessary records to support actions that are taken.

4. Amend and develop appropriate personnel policies as needed for recommendation to the Bay Area WDB.

5. Administer all policies and procedures adopted by Bay Area WDB.

6. Maintain complete employment and performance records for all Bay Area WDB employees.

7. See that Bay Area WDB employees receive all necessary information regarding personnel policies, salary and fringe benefits, and conditions of employment.

8. Perform other duties as required by the Executive Committee and Bay Area WDB.

F. Bay Area WDB staff shall:

1. Implement and enforce Bay Area WDB personnel policy with the employees they supervise.

2. Keep employees informed of current personnel policies.

3. In collaboration with the Executive Director, develop employee orientation, training and professional development programs.

SECTION II. EMPLOYMENT POLICIES

A. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy and practice of the Bay Area WDB to recruit, hire, orient, and promote all qualified applicants for employment regardless of their race, color, religion, sex, sexual orientation, age, ethnic or national origin, arrest or conviction record, veteran status, marital
SEXUAL RECRUITMENT, upon Any retaliation investigation findings, Committee complaints or Sexual work typs Sexual be Bay Area sources. recognize personal our States administered law.

The objective of this policy is to employ individuals who are qualified and/or trainable for our positions by virtue of job-related standards of education, training experience, and personal qualifications. Further it is the intention of Bay Area WDB to promote and recognize superior job performance as well as to correct substandard performance in a respectful, fair, and timely manner, as well as to provide equitable and competitive compensation and benefits to all employees within the limits determined by the funding sources.

B. SEXUAL HARASSMENT

Bay Area WDB will not allow any form of sexual harassment. All employees are asked to be sensitive to the individual rights of their co-workers. Sexual harassment is a form of sexual discrimination and is prohibited by both state and federal antidiscrimination laws.

Sexual harassment can include unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature. It may also include certain types of conduct that can cause an intimidating, hostile, humiliating or sexually offensive work environment.

Sexual harassment, when experienced or observed, should be reported to the supervisor or the Bay Area WDB Executive Committee. In general, procedures for employee complaints should be followed as found in Section VI. of this document. The Executive Committee will see that an investigation is conducted into any allegation and report the findings, in writing, to the Bay Area WDB Chair. The privacy of the employee under investigation shall be respected at all times. No employee will be subject to any form of retaliation or discipline for pursuing a sexual harassment complaint.

Any sexual harassment is considered to be a major violation of company policy and will be dealt with accordingly by corrective counseling and/or suspension or termination depending upon the severity of the violation.

C. RECRUITMENT, SCREENING AND SELECTION

1. Bay Area WDB provides equal opportunity to all applicants on the basis of demonstrated ability, experience, and training. As positions become available within the company, prior to outside recruitment, they will be posted in house to determine the availability of qualified candidates within the corporation. Additional recruitment may be conducted through Job Service, schools, employment agencies, employee referrals and advertising. All advertising will contain the statement: “Equal Opportunity Employer” and all procedure will respect Bay Area WDB’s commitment to Equal Employment Opportunity policy.

2. The screening of applicants will be accomplished on the basis of education, task competency, and experience in fields related to the requirements of the job. Uniform screening and interviewing techniques will be used for all candidates competing for the same position at any one point in time. Caution will be exercised to screen a
representative number of applicants for each position. Any examinations or tests of skills and competencies are to be directly related to functions of the position for which the test is administered.

3. Final selection of new employees will be made by the Executive Director. All persons selected will receive written notification of offer of employment. Such notification will include position title, starting wage, job description, immediate supervisor, reporting date, and location. **Background checks will be required for new hires, existing employees transitioning to management responsibilities, and/or positions having access to cash and other assets.** Candidates not selected will be notified in writing after the selected candidate has accepted the position that the position has been filled.

4. Bay Area WDB policy prohibits the hiring of immediate family members of current employees. Other relatives may apply for and receive employment; however, when employed, employees will be assigned where their performance will not be affected, either directly or indirectly, by the presence of employees who are relatives.

If an employee should marry another employee resulting in direct supervision of one by the other, Bay Area WDB may, at its discretion, request that one of the employees resign.

For the purpose of this policy, the term "immediate family" includes; wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, stepchild.

**D. CODE OF CONDUCT**

1. Bay Area WDB requires that its business be conducted in a professional manner that demonstrates respect for Board members, Bay Area WDB staff, public officials, program operators and potential program operators and their staffs, and especially for all applicants and participants in funded programs. This includes conducting fair and open procurement and hiring processes.

2. No Bay Area WDB employee will exercise any authority held by virtue of employment with Bay Area WDB in the making of a corporate contract in which that employee has a personal and/or financial interest or involvement, direct or indirect. No Bay Area WDB employee shall participate in any discussions on proposals or agreements for an organization or business entity in which that employee has ownership or is employed directly in a management, supervisory or governing body position.

3. It is the responsibility of every employee to immediately report suspected fraud, misconduct, or dishonesty to appropriate authority. Any reprisal against an employee or other such reporting individual because that individual, in good faith, reported an incident is strictly forbidden. **Please refer to the expanded Whistleblower Policy at Addendum 1 to this document.**

4. Each Bay Area WDB employee is responsible for maintaining the public trust for the use of federal, state, and other funds for the purpose of carrying out corporate goals and program requirements, including the responsibility to maintain the reputation and integrity of the agency and its programs. **Employees are expected to bring**
concerns about potential errors and omissions that may occur during the normal course of business to their immediate supervisor or to the Executive Director unless another course of action is prudent under the Whistleblower Policy in Addendum 1.

5. Actual or potential conflicts of interest on the part of Bay Area WDB staff must be identified to supervisory staff immediately as they are known and pertinent to any employment related activity.

6. Each Bay Area WDB employee shall be required to complete and sign a disclosure form which covers organizational and fiduciary affiliations of the employee and of the employee’s immediate family which may present a potential conflict of interest in the exercise of employment duties. This disclosure statement will be updated annually for all employees.

7. The confidentiality of all program applicants and participants will be maintained by Bay Area WDB staff. No preferential treatment will be shown any program applicant or participant other than to accomplish the stated goals of Bay Area WDB.

8. No partisan political, union, or religious activities are allowed during employment hours or when an employee is serving in an employment related role outside of normal office hours.

9. Bay Area WDB employees are prohibited from accepting gifts, money, or other gratuities from individuals receiving benefits or services from program activities or from individuals and organizations who are actual or potential contractors of Bay Area WDB programs.

10. Bay Area WDB employees may not use corporate property and equipment for personal use without permission. Corporate property may not be removed from its assigned location without notifying the agency Controller.

11. A workplace free of illegal or controlled substances will be maintained at all times.

SECTION III. COMPENSATION AND BENEFITS

A. Classifications

1. **Regular Fulltime.** An employee who is normally scheduled and actually works a minimum of 40 hours per week is considered Regular Fulltime as of the first day of employment. Regular Fulltime Employees are eligible to participate in the Bay Area WDB Benefit Program from the first day of hire except where otherwise noted in this manual or specified in the policy information provided to employees. A performance review will be done with new employees after the first six months of employment for the purpose of communicating progress and/or problems with the employee as well as for consideration of a salary increase at that time.

2. **Regular Parttime.** An employee who is normally scheduled and actually works fewer than 40 hours per week is classified as Regular Parttime. Regular Parttime Employees are not eligible to participate in the Bay Area WDB Benefit Program, except for paid holidays after two years of employment.
3. **Limited Term.** An employee who is scheduled to work for a specific period of time, (i.e., May through September) is classified as Limited Term. Limited Term Employees are not eligible to participate in the Bay Area WDB Benefit Program.

**B. WAGES, PERFORMANCE REVIEWS AND SALARY MERIT INCREASES**

1. **Wages**
   
   A new employee will usually start at the base of the salary range set for that position unless otherwise approved by the Executive Director and based upon the employee’s ability to perform the job responsibilities. The Executive Director may approve a pay raise at the end of six months of employment, depending upon the results of the performance review.

2. **Performance Reviews**
   
   All employees will participate in a performance review with their supervisor at least annually. This review will not necessarily coincide with a salary review. New employees are reviewed at the end of the first six months of employment. The Bay Area WDB Chair will conduct a performance review of the Executive Director at least annually and submit a written report to the Bay Area WDB.

   Prior to the review, all employees will be notified by the supervisor of the time and place of the review and also will be given a copy of the evaluation form to complete. The employee is encouraged to share in the review process by adding written comments to the form.

   Evaluation forms, completed by the employee and the supervisor, will be compared and discussed. The form prepared by the supervisor will then be signed by both. The employee will have the opportunity to respond in writing to the evaluation. After review and signature by the Executive Director, the review will be placed in the employee’s personnel file. Employees will receive a copy of the signed review. The Executive Director will designate the Evaluation Form to be used for performance reviews, but the content of the review must always be based on the employee’s written job description.

3. **Salary Merit Increases**

   The supervisor will determine if a merit increase is warranted at the time of the performance review. It is Bay Area WDB policy to reward employees with merit increases in salary for dedication in their work extra effort, and better than average performance, as determined by the management alone. Management does not award performance increases on an automatic basis or at any preset interval. Merit increase recommendations must be approved by the Executive Director and the Bay Area WDB, and are subject to budget limitations.

**C. PAYROLL DEDUCTIONS**

The following mandatory deductions will be made from every employee’s gross wages: federal income tax, social security tax (FICA), Medicare, and applicable state taxes.
Every employee must fill out and sign a federal withholding allowance certificate (IRS Form W-4) on or before the first day of employment. This form must be completed in accordance with federal regulations. The employee may fill out a new W-4 at any time when personal circumstances change. Employees who paid no federal income tax for the preceding year and who expect to pay no income tax for the current year may fill out an Exemption From Withholding Certificate (IRS W-4E). Questions regarding the propriety of claimed deductions may be referred to the IRS in certain circumstances.

Other deductions include the portion of group health insurance not paid by Bay Area WDB which is deducted from each payroll check. Other voluntary contributions are also deducted each pay period.

Every employee will receive an annual Wage and Tax Statement (IRS Form W-2) for the preceding year on or before January 31. Any employee who believes that such deductions are incorrect for any pay period, or on the W-2, must contact the Controller immediately.

Employees are required to review paychecks carefully for errors. If an error is found, it must be reported to the Controller.

D. EXEMPT EMPLOYEES WILL NOT BE ELIGIBLE FOR OVERTIME COMPENSATION.

Non-salaried, also called non-exempt, employees will be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of 40 hours in any one week, Monday through Friday. Vacation time and holidays will be considered as hours worked for this policy. Sick time will not be considered as hours worked in computing overtime.

Overtime may never be worked at the employee’s discretion. It shall be worked and payable only at the request of the employee’s supervisor. Supervisors are to ensure that no unauthorized overtime hours are worked.

E. TIME OFF FROM WORK

1. Holidays

The following are provided as paid holidays to all Regular Fulltime staff and to Regular Parttime staff after two years of employment:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas
- New Year’s Eve
- One Floating Holiday (determined by Management)

Weekend Holidays
When a recognized holiday falls on a Saturday, it will be observed on the Friday before the holiday. Recognized holidays that fall on a Sunday will be observed on the Monday following. When Christmas and New Year’s Day fall on Saturday, the following Monday will be a holiday. Only Regular Fulltime Employees and Regular Parttime Employees (after two years of employment) are eligible for holiday pay.

2. Vacations

There shall be three levels of vacation benefit for Regular Fulltime Employees:

<table>
<thead>
<tr>
<th>Level</th>
<th>Days Annually</th>
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<tbody>
<tr>
<td>Level 1</td>
<td>10</td>
</tr>
<tr>
<td>Level 2</td>
<td>15</td>
</tr>
<tr>
<td>Level 3</td>
<td>20</td>
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Each Bay Area WDB employee begins employment at level 1. After every five year period of continuous, regular fulltime employment, an employee moves up to the next level of vacation benefit at the beginning of the pay period following the employee’s anniversary date. There shall be no vacation benefit levels beyond those expressly delineated in this policy. Any exceptions to this policy must be approved by the Executive Director or, by the Executive Committee in the case of the Executive Director.

Vacation time is not awarded in a lump sum amount at the date of hire, anniversary date, or the state of the program year, but is accrued over 26 pay periods. Vacation accrual begins with the first full pay period after the start of employment (or the first day of employment if it coincides with the start of a pay period). Vacation time may be taken as it is accrued with the approval of the employee’s supervisor.

Employees may not accumulate vacation days of excess of their annual limit as of the last day of the calendar year. Any vacation in excess of the annual limit not used by the last day of the calendar year will be forfeit unless written exemption is obtained from the Executive Director.

Each employee is responsible for making mutually acceptable arrangements with his/her supervisor at least two weeks prior to the requested vacation. Vacation requests must be submitted in writing and approved by the supervisor. Although every effort will be made to accommodate vacation requests for a specified time, supervisors are required to consider the needs of Bay Area WDB when evaluating requests and may deny requested vacation time due to office workload.

3. Disability Leave

Upon completion of six months of continuous employment with Bay Area WDB, each Regular Fulltime Employee, Exempt and Non-Exempt, will be covered by a Short Term Disability policy for personal illness, injury or other disability as part of the employee benefit package as allowed by the insurance carrier. In cases of disability leave, a physician’s statement must accompany the request for leave and a medical release from a physician is required before return to work. At any time, management may require an employee to submit to a medical examination by a qualified physician it selects to verify ability or inability to work. Short Term Disability due to accidental injury may begin on the first day of disability. Short Term Disability due to sickness, including disease, mental disorder, nervous disorder, alcoholism or drug abuse, may
begin on the eighth day of continuous disability. There is no minimum period of
disability once Short Term Disability has been applied for and approved. All requests
for Short Term Disability Leave should be submitted to the Executive Director within
thirty days of injury or illness. Normally, sick leave should be exhausted before
Disability Leave is applied for.

4. Sick Leave

Regular Fulltime Employees are entitled to 56 hours of paid sick leave per year,
available at the beginning of each calendar year. New employees will receive sick
leave prorated for the portion of the calendar year they are employed by Bay Area
WDB. Unused sick leave may be carried over and accumulated up to 112 hours total
from one year to the next. No sick leave will be cashed out upon termination or
resignation from employment.

An employee must contact his or her supervisor as soon as possible when sick leave
is needed. While sick leave is to be used for personal illness, sick leave may be
used for time off due to the illness of a child, spouse, or other relative with the
approval of the employee’s supervisor. It is the employee’s responsibility to keep the
supervisor informed as to his or her condition and when he or she will return to work
A medical statement from an employee’s doctor may be required when sick pay is
claimed and will be required in cases when an employee is absent for three or more
consecutive work days.

Absences resulting from job-related accidents or illnesses do not qualify for paid sick
leave. These are covered under Worker’s Compensation. Short Term Disability will
be applied for in all appropriate situations.

5. Personal Leave of Absence

Personal leave of absence is time off in a non-pay status. An employee must submit
a request for leave of absence in writing to the supervisor. Requests must state the
beginning leave date and the expected date of return. Final approval will be made by
the Executive Director, or by the Executive committee in the case of the Executive
Director.

While on leave, anyone who accepts employment elsewhere or uses leave for
purposed other than requested, will be terminated as of the last day worked.

Leave will usually be granted for 30 or fewer days. Approved requests for extension
must be written and received prior to expiration of the previously granted leave.

Vacation time will not accrue nor will holidays be paid. Annual Sick Leave will be
available on a prorated basis, based on the portion of the year that the employee
actually worked and not counting time off for Personal Leave of Absence, rather than
the full annual amount. Normally the employee will be expected to pay the full cost of
continuing the Bay Area WDB benefit package, although management may elect to
continue providing coverage in special circumstances. No pretax benefits (e.g.,
retirement program contributions) normally received through payroll deductions will be
available during this period. Failure to return to work on the first scheduled date of
return will be considered as a resignation. Personnel records will reflect the last day
worked as the date of termination.
Approval of personal leave of absence is based upon eligibility, satisfactory performance, attendance and effect on corporate operations and is made at management’s sole discretion.

6. Military Leave of Absence

As employee who enters the military service of the United States will be provided all rights guaranteed by the Universal Military Training Act.

Members of the National Guard or any branch of the Armed Forces Reserves, who are required to attend annual training programs, will be granted a leave of absence without pay. Written requests of the commanding officer of the unit or a copy of the official orders must be provided to the supervisor before leave is granted. An employee is expected to request leave time as early as possible. All benefits will be maintained during this period.

7. Bereavement Leave

Regular Fulltime Employees who have completed thirty (30) days of continuous employment will be granted bereavement leave.

Bay Area WDB will pay for time off in the event of the death of the following immediate family members: spouse, parent, child, stepchild, parent-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild. The employee and supervisor will determine the amount of time the employee will be absent from work.

Leave for attendance at the funeral of non-immediate family members or persons with some especially close relationship may be granted without pay at management’s sole discretion. Determination will be made by the employee’s supervisor after consultation with the Executive Director.

8. Jury Duty

Bay Area WDB will grant Regular Fulltime Employees time off for mandatory jury duty or court or litigation appearances as a witness when the employee must serve or is required to appear as a result of a court order or subpoena. A copy of the court order or subpoena must be supplied to the employee’s supervisor when requesting time off. The employee will be paid the equivalent of the difference between the amount paid for those services and the employee’s regular pay. A copy of the pay voucher for jury duty/witness must be supplied to the Fiscal Department before payment of benefits under this policy will be made.

F. HEALTH AND DENTAL INSURANCE

All Regular Fulltime Employees of Bay Area WDB are covered by health and dental insurance beginning the first pay period after 30 days of employment, if they elect to participate. The type of policy selected by the employee will determine the amount of contribution required to be made by the employee toward this coverage. Bay Area WDB will pay a set percentage of the monthly premium; employees will be required to contribute the balance of the premium. Any increases or decreases in health and dental insurance
premiers will be shared by the employees and the corporation. Rates of contribution are subject to change without prior notice or appeal.

If an employee, spouse, and/or dependent receive Medicare under Social Security or Social Security Disability, the company encourages the individual(s) covered by Medicare to enroll in a Medicare supplemental policy as an alternative to having health care coverage through the company policy. In this instance, the company may, at the sole discretion of the Executive Director, elect to reimburse the employee for the same percentage of the cost of the Medicare supplemental policy as the company pays for the regular medical plan coverage. In this situation, the employee, spouse and/or dependent covered by Medicare and Medicare supplemental insurance may still be eligible for other insurance coverage provided by the company such as dental insurance, short term disability, and life insurance, if the individual involved would otherwise have been eligible for such benefits by company policy.

G. LIFE INSURANCE

All Regular Fulltime Employees are provided term life insurance as allowed by the insurance carrier beginning the first pay period after 30 days of employment in an amount equal to the amount of their annual compensation, rounded down to the next $1000, up to $50,000.

H. RETIREMENT PLAN

Bay Area WDB will provide a Simplified Employee Plan (SEP) retirement plan or comparable option for Regular, Fulltime Employees. Bay Area WDB will contribute a percentage, to be determined annually, of each employee’s annual salary, beginning with the first full pay period after one full year of employment, to a retirement account set up for Bay Area WDB employees.

I. WORKER’S AND UNEMPLOYMENT COMPENSATION

Every employee is covered from the first date of hire by Worker’s Compensation for illness or injury arising from employment. Any work-related illness or injury must be reported within 48 hours to the supervisor. Claims for Worker’s Compensation will be initiated by the employee’s supervisor. A medical release will be required prior to returning to work.

All Bay Area WDB employees are covered by Wisconsin Unemployment Compensation law and may obtain information about eligibility and benefits from the appropriate state office.

J. PROFESSIONAL DEVELOPMENT

It is the policy of Bay Area WDB to reimburse employees for educational expenses that are directly related to job responsibilities and advancement, other than those that are required as part of regular job responsibilities. Such expenses can include tuition and books at an accredited institution. Non-exempt employees may be given up to eight hours per pay period of paid time to attend approved classes at the sole discretion of the Executive Director. Exempt employees should arrange an acceptable work schedule with the Executive Director to include class time. The Executive Director should develop an agreement with the Board Chair for class time as needed. No transportation costs will be reimbursed. Employees will not be paid or given compensatory time for additional time spent in class although a plan for flexible work hours may be approved by the Executive
Director. All educational plans should be submitted to the Executive Director in writing for approval. The WDB Chair must approve requests submitted by the Executive Director. Approval of such plans is the sole prerogative of management and contingent upon the value of the proposed educational plan to carrying out the purpose and mission of Bay Area WDB, as well as on available funds. Any employee receiving agency funding for educational expenses is required to complete the course and receive a satisfactory or passing grade. Failure to meet these requirements may result in the pay back of advance funding to Bay Area WDB. An employee who voluntarily terminates employment with Bay Area WDB while taking a course or other educational endeavor which is agency-funded will be expected to reimburse the agency for the expense.

Fees and tuition for all training and education programs that are a required part of the employee’s job responsibilities will be paid by Bay Area WDB. Related transportation and other expenses will be paid and employees will be given compensatory time for time spent outside of regular working hours.

SECTION IV. CONDITIONS OF EMPLOYMENT

A. HOURS OF WORK

The office of Bay Area WDB, unless otherwise posted will be open Monday through Friday from 8:00 a.m. until 4:30 p.m. The normal work week for Regular Fulltime Employees shall be forty hours. Employees of Bay Area WDB may vary their working hours, arriving up to one hour before starting time and working up to one hour after closing time, with the permission of the immediate supervisor. Such permission may be withdrawn temporarily or permanently by the immediate supervisor at any time. Other flexible working schedules are subject to the approval of the Executive Director. In the event that circumstances dictate, employees are expected to perform without regard to normal working hours and duties.

B. COMPENSATORY (COMP) TIME

Exempt employees (manager level) may be required from time to time to work more than eight hours in a day and/or 40 hours in a week. Under normal circumstances, this is expected of exempt employees. When special circumstances arise which require hours of work beyond normal work expectations, the Executive Director should be notified of the situation. In those instances, with the specific approval of the Executive Director, an employee may be given “flex time” time off during regular working hours, usually within the same pay period or as soon as possible afterward. There will be no accumulation of “comp time” hours for exempt employees. Specific circumstances will be addressed by the Executive Director upon request in the interest of fairness and of keeping employees healthy and mentally fit.

A Non-exempt employee may not work in excess of 80 hours each pay period without express authorization from the supervisor. Supervisors of non-exempt employees need to monitor to be sure that non-exempt employees do not work over 80 hours during a pay period. Non-exempt employees may not accumulate “comp time” hours.

C. LUNCH PERIODS AND BREAKS

- 13 -
An unpaid, one-hour lunch period is normally scheduled midway in an eight-hour work day. The lunch period is one hour unless an employee elects to take a one-half hour lunch and arrangements are made with the immediate supervisor. Employees are allowed a 15 minute break in the morning and a 15 minutes break in the afternoon, but are expected to remain in or around the office during break time. Since the Bay Area WDB office remains open continuously on normal work days between 8:00 a.m. and 4:30 p.m., it is necessary to assure that lunch periods and breaks are scheduled so that adequate staff coverage is provided at all times.

D. AUTO MILEAGE

Auto mileage will be reimbursed to employees for authorized use of their personal vehicles for business. Such mileage is payable each pay period upon submission of a mileage report form.

All employees using automobiles must have a valid driver’s license and adequate liability insurance. Current rate of reimbursement is established by the Bay Area WDB. Commuting expenses between an employee’s residence and normal place of employment are not reimbursable. Guidelines for travel (auto mileage and other travel expenses) are outlined in the Financial Procedures Manual.

Reimbursable mileage will be measured from the home office to the place of business. If an employee leaves from his or her home to go directly to the place of authorized business, and the distance from home is shorter than the distance from the home office to the place of business, the shorter distance will be reimbursed. If the distance from home is longer, the distance from the home office will be reimbursed.

E. MEAL ALLOWANCE WHILE TRAVELING

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>up to $8.00 including tip</td>
</tr>
<tr>
<td>Lunch</td>
<td>up to $12.00 including tip</td>
</tr>
<tr>
<td>Dinner</td>
<td>up to $20.00 including tip</td>
</tr>
<tr>
<td><em>or $40.00 per day</em></td>
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</tbody>
</table>

The above are maximums to be used when traveling is required for corporate business. Such expenses are permitted when authorized personnel travel out of the WDA or are involved in an activity away from the city of the home office which takes them through a meal time. Such activities must be approved by the Executive Director. Expenses exceeding the limits must be approved by the Executive Director for payment. All requests for meal reimbursement must be accompanied by receipts. Employees should note that meal reimbursement without an overnight stay away from home may be a taxable event.

F. RELATED EXPENSES

Other travel expenses such as hotel and other charges are payable with approval of the Executive Director. Expenses incurred by the Executive Director must be within budgeted limits and reviewed by the Program Operations Manager. Receipts for charges in excess of $2.00 must always be provided with requests for reimbursement of related expenses. All out of state travel shall be approved by the Bay Area WDB Chair.

Other expenses directly related to conducting the business of the Bay Area WDB are reimbursable with the approval of the supervisor and Executive Director. Examples of such
expenses include, but are not limited to, business phone calls made at personal expense, office items purchased with personal funds, and postage/shipping costs.

G. TELEPHONE CALLS

Employees must limit making or receiving personal telephone calls during working hours. When necessary, and at their expense, employees may use corporate telephones to make personal long distance calls. Written records of such calls must be kept if billed to the corporation, and payment made promptly by the caller upon receipt of the monthly statement.

H. INCLEMENT WEATHER

Inclement weather may make it dangerous or impossible for employees to come to work, or it may require employees to leave work before the end of the day. If the office is closed by order of the Executive Director, the staff employees will be compensated fully as if the time were worked. Recognizing that employees may live in different communities, the Executive Director may grant individual employees permission to work at home and/or work at a local job center office in lieu of coming to the home office.

I. OUTSIDE EMPLOYMENT

An employee may hold another job only if it does not distract, discredit or otherwise interfere with employment at Bay Area WDB. Employees should notify the Executive Director in such cases. Any exceptions to this policy must be approved by the Executive Director.

J. ABSENTEEISM AND TARDINESS

Employees are required to contact their supervisor each day that an absence occurs. It will be assumed that an employee will return to work on the next scheduled day if the supervisor is not informed otherwise by the employee. If an illness lasts three (3) or more consecutive days, a physician’s statement/release may be required before the employee may return to work.

Because promptness is essential to the operation of an efficient organization, employees are required to begin work at the appointed time. Excessive absenteeism or tardiness may result in disciplinary measures.

K. ALCOHOLIC BEVERAGES AND ILLEGAL CONTROLLED SUBSTANCES

No employee may drink alcoholic beverages on corporate premises or during normal working hours while on corporate business. Reporting to work under the influence of alcohol or illegal substances, and consumption, possession or sale of alcohol or illegal controlled substances on the job, may result in immediate termination of employment.

A test for substance use may be conducted if management has reason to suspect that an employee is in violation of this policy while on the job.

L. PERSONNEL RECORDS
It is essential that employee employment records be kept current. Each employee must notify the Executive Director as soon as possible of the following:

1. A name change
2. A change in address or phone number for communication or in case of emergency
3. A change in marital status or number of withholding allowances or dependents for income tax and insurance purposes
4. A plan for anticipated leave of absence (military, jury duty, disability, personal, etc.)
5. Any additional skills or education you have acquired since your employment that you feel may increase your qualifications and professional development
6. A change of beneficiary for group insurance
7. A change of military status
8. A change of social security number
9. A work-related accident or injury
10. Copies of correspondence in which you are thanked for exemplary service

The individual employee personnel file is regarded as confidential and will be treated as such. The only persons with access to the file will be the Executive Director, the Executive Director’s designee, the employee and the Bay Area WDB Chair. Third party requests for information from this file will not be fulfilled without written permission of the employee indicating the precise information allowed for release.

SECTION V. DISCIPLINARY ACTION

A. VIOLATIONS

Management reserves the right to take appropriate steps when the activities of Bay Area WDB employees are detrimental to expected work performance, are in violation of Bay Area WDB policy and procedures, or otherwise interfere with the mission and regular functioning of Bay Area WDB and its staff. Minor violations generally involve concerns about employee performance, attitude, or behavior that affect the continuity, work efficiency, safety, and/or harmony of the organization.

Major violations are problems of such a serious nature that the supervisor will need to determine appropriate corrective actions, up to and including termination. At a minimum, the supervisor is required to document the situation for the personnel file, hold a verbal counseling session with the employee, and produce a written agreement on how to correct the problem which will be signed by the supervisor and the employee. Some examples of major violations are:

a. Consumption of alcoholic beverages during working hours or reporting to work under the influence of alcohol
b. Consumption, possession, or sale of illegal controlled substances during working hours or on corporate premises

c. Bringing firearms or weapons onto corporate premises

d. Any act which might endanger the safely or lives of others

e. Repeated occurrence of related or unrelated minor violations following verbal counseling

f. Deliberate theft, destruction, abuse or unauthorized possession of corporate property or the property of other employees and visitors

g. Disclosure of confidential participant information without proper authorization

h. Insubordination, including refusal or failure to perform assigned work

i. Falsification of corporate or program records

j. Failure to report to work without excuse or approval of management for two consecutive days

k. Physical violence, coercion, intimidation, or threats against staff, participants or visitors

B. DISCIPLINARY POLICY

It is the policy of Bay Area WDB to administer discipline in progressive stages for most violations. Such progressive stages may include counseling between the offending employee and the supervisor, directed job coaching by the supervisor, formal documented warning, suspension, and termination of employment. Bay Area WDB expressly reserves the right to discharge employees “at will” for violations of corporate policy and procedures or for actions which are detrimental to Bay Area WDB’s mission and functioning. Such a decision to discharge an employee normally occurs in consultation with the Executive Director and the Executive Committee.

The supervisor is usually the appropriate person to deal with an employee who has committed a violation. Consultation with the Executive Director is required in serious matters. Major violations should be discussed with the Executive Committee at the earliest opportunity. After the first instance of a minor violation, which can be dealt with by verbal counseling, disciplinary action and the reasons for taking such action should be supported by written documentation for the protection of the rights of Bay Area WDB and the employee in question. Major violations require written documentation. Such documentation will be kept in the employee’s personnel file.

Disciplinary steps are initiated when management has reason to believe that an employee’s actions constitute a violation of corporate policy and procedure, and when there is reason to believe that the disciplinary steps will be effective in resolving the problem. Bay Area WDB desires to act for the good of the employee as well as to protect its investment of time and expense in an employee’s training and experience. Even if disciplinary procedure has been initiated, it may be terminated at the sole discretion of management. Management
may, at its discretion, warn, reassign, suspend, or discharge any employee “at will,” whichever it chooses and at any time.

SECTION VI. STAFF COMPLAINT PROCEDURES

It is Bay Area WDB’s policy to see that employees are treated with respect and fairness. Bay Area WDB believes that an atmosphere which encourages discussion between employees and their supervisors to resolve intra-agency differences is healthy and productive, and is to be expected for the corporation. Occasionally, job-related difficulties may arise. Employees are encouraged to address problems or complaints to their immediate supervisor. The supervisor will make every effort to resolve the problem/complaints. The following steps will be followed in staff complaints except for grievances for discrimination, in which case, the Bay Area WDB’s Grievance Procedures Policy (see Attachment 2) will be followed.

Procedure:

A. The matter should be discussed with the immediate supervisor unless the supervisor is the perceived source of the difficulty. The supervisor will provide an answer within three (3) working days. If the supervisor is unable to obtain an answer within this period, the employee will be contacted and advised when an answer can be expected.

B. If the answer was not satisfactory to resolve the problem, the employee should notify the Executive Director, in writing, of the problem. The Executive Director will provide a response within five (5) working days.

C. If the problem remains unresolved, the employee may elect to contact any member of the Executive Committee in writing, within ten (10) days of the Executive Director’s response. The Executive Committee will review the problem and the previous attempts at resolution render its decision within sixty (60) days of notification. All decisions of the Executive Committee are final.

D. If the problem is a complaint about a discharge, written response must be received within five (5) working days following the discharge and should be sent to the Chair of the Bay Area WDB.

SECTION VII. TERMINATIONS AND RESIGNATIONS

A. TERMINATIONS

Terminations are to be treated in a confidential, professional manner by all concerned. This policy and its administration will be implemented in accordance with Bay Area WDB’s equal opportunity statement.

Inasmuch as an employee can terminate his or her employment with the Bay Area WDB at any time and for any reason, the management may terminate an employee at any time and for any reason. Bay Area WDB subscribes to the policy of “employment at will.” Continued employment with the Bay Area WDB is at the sole and exclusive option of management. Permanent employment or employment for a specific term cannot be guaranteed or promised. Nothing in this manual is intended or shall be construed to indicate the contrary.
Terminated employees are entitled to receive all accrued pay including accrued vacation pay. Unused sick or personal time will be forfeited. However, employees terminated for major violations, as determined by management, shall forfeit vacation pay accrued.

Employment with Bay Area WDB is normally terminated through one of the following actions:

1. Resignation - voluntary termination by the employee;
2. Dismissal - involuntary termination initiated by Bay Area WDB;
3. Layoff - termination due to reduction of workforce or elimination of a position.

### B. RESIGNATIONS

Employees are requested to give at least two (2) weeks notice of resignation. Vacation time cannot be taken during the period following notice of resignation. Employees are required to return all property belonging to Bay Area WDB upon resignation. Seniority with Bay Area WDB ends upon termination. If the employee is subsequently rehired, it will be as a new employee without seniority.

Upon resignation or termination, an employee is entitled to payment for any accrued, unused vacation time except in cases of termination for major violations as determined by management. In the case of an employee’s death, payment will be made to the designated beneficiary.

### SECTION VIII. GENERAL POLICIES

#### A. BULLETIN BOARDS

Bulletin boards are used in the corporate facilities. Changes in Corporate policy or regulations, government notices and other information of concern to employees are posted on bulletin boards. Employees are required to read these boards daily for important official announcements, information on job availabilities, benefits, and other items of interest. Placement of items on bulletin boards requires prior approval by the supervisor.

#### B. ENERGY CONSERVATION

As the welfare of Bay Area WDB and its staff is dependent upon the efficient operation of its facilities, each staff member is required to practice energy conservation. Areas of particular concern include room lighting, air conditioning and heating. Please be sure that:

1. Any unnecessary lighting is turned off.
2. If a work area is to be occupied for an extended period of time, the air or heat thermostat setting has been adjusted to a minimum level.
3. Running water is turned off and water leaks are reported immediately.
4. Recycling occurs whenever possible.

#### C. MEETINGS
Meetings between employees and management are held periodically for the mutual benefit of all. Bay Area WDB encourages employees to express their opinions at these meetings. Scheduled departmental and general meetings are to be treated as regularly scheduled work hours and employees are required to attend.

D. SAFETY AND EMERGENCY PROCEDURES

Every employee is responsible for safety. To achieve Bay Area WDB’s goal of providing a safe work place, every employee must be safety conscious. Employees must immediately report unsafe or hazardous conditions to their supervisors. Every effort will be made to remedy problems as quickly as possible. Every accident involving a personal injury, regardless of how minor or small should be reported to the appropriate supervisor. Failure to report an accident may result in difficulties in processing insurance and benefits claims. Bay Area WDB is committed to safety.

All employees must be aware of the specific location and operation of fire protection equipment in the work place, as well as the nearest location of a fire alarm pull station and evacuation procedures.

E. SMOKING POLICY

Smoking tobacco products will be prohibited in indoor areas leased or owned by Bay Area WDB. Employees who choose to smoke are asked to do so only in designated areas.

F. SUGGESTIONS

Bay Area WDB welcomes any ideas and suggestions on ways to improve operation and increase efficiency. Suggestions can be made either in writing or orally to supervisors or the Executive Director.

G. VISITORS

Employees must limit visits by friends and relatives during hours.

H. VOTING

Bay Area WDB encourages all employees to vote. Employees are urged to vote before or after normal work hours or during lunch hours.

I. INTERNET USAGE

Employees will usually have access to the Internet and e-mail for employment related activities. It is management’s expectations that such usage will be almost exclusively for business purposes. However, management recognizes that employees’ careers and personal lives overlap and there are occasions that may require the conducting of personal business during work hours. Employees are asked to use their utmost discretion in the use of company computers, software and licenses for personal business, and maintain a high degree of professionalism in all use of company Internet and e-mail connections. Employees should have no expectation of privacy in their workplace communications. Management reserves the right to monitor any and all employee use of company computers and to forbid personal use of company equipment, software, and licenses for any employee solely at its discretion. In addition, the following stipulations are required:
1. The company Internet and e-mail access may not be used for any purpose that violates any company policy in Section II of this Personnel Policy Manual. This includes, but is not limited to, use of the company Internet and e-mail for sexually inappropriate, racist, defamatory, libelous, threatening, harassing or discriminatory material. All Internet usage at work should respect the reputation and values of the Bay Area WDB.

2. Employees may not download software and programs onto company computers or network server without the express consent of the Network Administrator. Company software and programs may not be copied to disks or computers for personal use.

3. Employees should always take every precaution to avoid use of the Internet and e-mail that will result in security breaches for company information.

4. Employees may not conduct any form of for-profit business or engage in online gambling using the company computers during or after work hours.

5. Employees may not use company equipment to create or maintain personal blogs, or to send chain e-mails.

Violation of any of these stipulations may be cause for immediate dismissal or other disciplinary action as determined by management.

J. CAMERA PHONES

The employer recognizes the right of employees to have cell phones, including those with camera functions, in their possession during working hours. Employees, however, are required to use such equipment in a manner that demonstrates respect for the privacy and dignity of others in the workplace, as well as showing respect for the integrity of the Bay Area Workforce Development Board and its activities. Clear violations of these requirements may be cause for immediate dismissal or other disciplinary action as determined by management.

ADDENDUM 1: WHISTLEBLOWER POLICY

SCOPE:

This policy, approved by the Bay Area Workforce Development Board and Executive Management to be incorporated into the corporate Personnel Policy Manual, applies to all employees and board members. The Board and Executive Management reserve the right to modify or amend this policy as deemed necessary to preserve and further the best interests and uphold the highest standards of integrity of the corporation. If this policy conflicts with existing laws, regulations and/or contractual obligations of the Bay Area Workforce Development Board, the Board shall comply with said law, regulation, or contractual obligation.

PURPOSE:

The Executive Management and Board of Directors of the Bay Area Workforce Development Board are committed to the highest standards of fiduciary and ethical conduct while ensuring a workplace environment that promotes transparency, fairness, productivity and teamwork. This policy furthers our commitment by articulating procedures for employees to safely provide information to appropriate authority pertaining to contracting, accounting, auditing, financial
reporting, and other management activities that may be illegal, fraudulent, and/or in violation of corporate policy. This policy provides assurance that employees will be protected from reprisals or victimization for conveying such information in good faith to appropriate authority.

PROCEDURE:

Concerns and complaints about unethical and potentially illegal activities should normally be reported to the immediate supervisor or to the Executive Director. In the event that circumstances require that normal reporting procedures not be utilized, a report should be made in writing, by letter or email, with or without the identity of the reporter, to the Board Chair or another member of the Board Executive Committee.

Such a report does not have to prove definitively the truth of the allegation, but the reporter needs to provide reasonable grounds for further investigation of the allegation. Evidence should also be offered as to why normal reporting procedures would not be appropriate under the circumstances.

When the Board Chair or another member of the Board Executive Committee receives a valid complaint about unethical or potentially illegal activity that contains sufficient information to merit further investigation (even if the allegation is anonymous) that member should request a special meeting of the Board Executive Committee within 30 days to convene in closed session to discuss the allegation and determine an appropriate response. If circumstances warrant, the Executive Committee may request assistance in scheduling an Executive Committee meeting without divulging the specific allegation to staff. Such a meeting shall be appropriately noticed through the usual procedure of publicizing meetings. The Executive Committee may also request that Senior Management and other staff be excluded from the closed session of the meeting without further explanation. Staff shall also facilitate access to corporate legal counsel as requested by the Executive Committee. The Executive Committee shall make a report regarding the allegation and the response to the full board membership at the next board meeting. That may also be done in closed session as determined appropriate.

If the identity of the complainant is known, that individual should be given the opportunity to provide additional information and clarification as required by the Executive Committee.

SAFEGUARDS:

Individuals are encouraged to identify themselves as complainants in cases of this type to facilitate the investigation process and make certain that the Executive Committee has access to all relevant information. Anonymous allegations will be investigated, but consideration will be given to 1) the seriousness of the allegation, 2) the credibility of the information received, and 3) the likelihood of confirming the allegation from the information available.

Every effort should be made by all parties to protect the identity of the complainant. However, all individuals considering bringing forward a serious allegation are advised that anonymity cannot be assured if an external investigation or criminal proceedings related to the allegation occur.

Harassment or victimization of the complainant for providing appropriate information in accordance with these policies by anyone affiliated with the corporation will not be tolerated. Bringing forward such information shall not in any way influence, positively or negatively, the carrying out of routine disciplinary procedures by management as stated in the corporate Personnel Policy Manual.
The Bay Area Workforce Development Board recognizes that intentionally untruthful, malicious, erroneous or harassing allegations can be damaging to the mission, integrity, and morale of the corporation as well as to the reputations of the employees and board members. The safeguards articulated in this policy do not apply to individuals who make such complaints. Such allegations may result in disciplinary action in accordance with the corporation's Personnel Policies.
Bay Area Workforce Development Board

Procurement Policy

I. Procurement Planning

It is the intent of the Bay Area Workforce Development Board (Bay Area WDB) to contract all services. As such, the Bay Area WDB promotes a competitive and open procurement process for the delivery of employment and training programs. The Request for Proposals (RFP) process will be utilized except in the case of State of Wisconsin approved Eligible Training Provider List (ETPL) educational/occupational skills training, an employer-focused project, work experience sites, or other projects where a sole source is required by the grant. All sole source procurements must meet the Workforce Innovation and Opportunity Act (WIOA) requirements of a sole source provider. All procurements will be authorized through the Bay Area WDB and services provided through a contract or Memorandum of Understanding (MOU).

II. Authority To Take Procurement Actions

Bay Area WDB staff will be responsible for all procurements authorized by the Bay Area WDB. The Bay Area WDB will designate the type of funds, project goals and requirements, and any specific limitations prior to the solicitation. The RFP will be written and released by the Bay Area WDB administrative staff.

III. Workforce Board Request For Proposals

Prior to the issue of an RFP, the Department of Labor and the Department of Workforce Development’s performance requirements and other contractual requirements to meet these goals will be established by the Bay Area WDB’s Program Operations Manager. The Workforce Development Area Plan, and the requirements of the Workforce Innovation and Opportunity Act (WIOA) for each Title, will be the guide for the delivery of services and activities. The Bay Area WDB staff will specify the services needed, standards to be met, and the administrative and budgetary limits in the RFP.

Prior Bay Area WDB review of the RFP is not required. A public notice of the Bay Area WDB’s intent to issue a RFP will be published in area newspapers, and a notice mailed or emailed to any potential bidder that has requested to be on the Bay Area WDB’s bidder’s mailing list. The bid or RFP will be posted on the Bay Area WDB’s web page and at each job center within it’s area.

A Proposal Review Committee, selected by members of the Bay Area WDB, will evaluate and rate the proposals, and make a recommendation to the Bay Area WDB for funding. Potential contractors may be given the opportunity to present their proposal and answer questions at a meeting of the Proposal Review Committee’s prior to making their recommendation for funding.
All contracts issued will be on a cost reimbursement basis. No profit will be allowed in WIOA contracts. The Bay Area WDB reserves the right to waive all or parts of the competitive procurement process during the second year of each two-year WIOA funding cycle, and utilize the “second year option” in a contract. Prior year service provision, budget, performance, and expenditures will be the primary consideration.

IV. Sole Source Procurement

Any Sole Source procurement will meet the requirements of the WIOA and the regulations issued for the law. All sole source procurements will be authorized by the Bay Area WDB and approved by the Department of Workforce Development (DWD).

V. Individual Training Accounts

Sole Source procurement will be used for educational/training services that provide associate or technical degree diplomas or a specific occupational skill. The training vendor must be an approved provider on the State of Wisconsin’s ETPL.

VI. Non Request For Proposals Solicitations

Small purchases and/or non-service purchases will follow the procedures in the Bay Area WDB’s Financial Procedures Manual.

VII. Participant Assessment

Participant assessments will be provided through an open-end Purchase of Services Agreement with vendors, and will be available to all providers of WIOA services, as well as job center partners. The selection of the assessment will be the responsibility of the Career Services Specialist (CSS) working with the Participant, and be based on the needs of the Participant, location of the assessment facility, type of assessment, the availability of the assessment, and the requirements of the funding source. The assessment process will be requested and paid according to the process described in the Bay Area WDB’s Financial Procedures Manual.

VIII. Contract Responsibilities

All contracts are negotiated and written by the Bay Area WDB’s Program Operations Manager. The Executive Director will be the signatory for all contracts. Modifications to the contract are the responsibility of the Program Operations Manager for programmatic changes, and the Bay Area WDB’s Controller for fiscal changes. The signatory for all modifications, programmatic and/or fiscal, will be the Executive Director. Bay Area WDB review and approval of specific contracts or modifications is not required. All contracts are subject to the Open Records Law Wis. Stat. §§ 19.31-19.39.
The following are the Bay Area Workforce Development Board’s Workforce Innovation & Opportunity Act contracted youth service providers by county:

- **Brown County**: Family Services Corporation of Northeast Wisconsin
- **Door County**: Advocates for Healthy Transitional Living, Inc.
- **Florence County**: Forward Service Corporation
- **Kewaunee County**: Advocates for Healthy Transitional Living, Inc.
- **Manitowoc County**: Great Lakes Training and Development Corporation
- **Marinette County**: Forward Service Corporation
- **Menominee County**: College of Menominee Nation
- **Oconto County**: Forward Service Corporation
- **Outagamie County**: Fox Valley Technical College
- **Shawano County**: Forward Service Corporation
- **Sheboygan County**: Great Lakes Training and Development Corporation
The following are the basic career services, and the provider of the services, available in the resource room area of the Bay WDA job centers. The description does not include the intensive career services that are provided by WIOA funded staff or other partners programs.

### BASIC CAREER SERVICES

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<thead>
<tr>
<th>Service</th>
<th>Provider</th>
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<tbody>
<tr>
<td>Screen for WIOA Title 1 Programs</td>
<td>Bay Area WDB contracted Career Services Specialist(s)</td>
</tr>
<tr>
<td>Outreach/intake through RES</td>
<td>DWD Job Service staff</td>
</tr>
<tr>
<td>Outreach/intake for general population</td>
<td>Bay Area WDB contracted Resource Room staff</td>
</tr>
<tr>
<td>Initial assessment of skill levels, literacy numeracy, and English language</td>
<td>Bay Area WDB contracted Resource Room staff and DWD Job Service staff</td>
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<tr>
<td>Labor Exchange information</td>
<td>Bay Area WDB contracted Resource Room staff and DWD Job Service staff</td>
</tr>
<tr>
<td>Career Counseling</td>
<td>Bay Area WDB contracted Resource Room staff</td>
</tr>
<tr>
<td>Job search and placement Information</td>
<td>Bay Area WDB contracted Resource Room staff and DWD Job Service staff</td>
</tr>
<tr>
<td>Referral/coordination to other programs and services at the center and in the community</td>
<td>Bay Area WDB contracted Resource Room staff and DWD Job Service staff</td>
</tr>
<tr>
<td>Performance Information and costs of training by program and list of providers of training</td>
<td>Bay Area WDB contracted Resource Room staff and Bay Area WDB contracted Career Services Specialist(s)</td>
</tr>
<tr>
<td>Information on supportive services</td>
<td>Bay Area WDB contracted Career Services Specialist(s)</td>
</tr>
<tr>
<td>Financial Aid for training/education programs</td>
<td>Bay Area WDB contracted Career Services Specialist(s)</td>
</tr>
<tr>
<td>Information/assistance in filing for UI claims</td>
<td>Bay Area WDB contracted Resource Room staff and DWD Job Service staff</td>
</tr>
<tr>
<td>Orientation to job center services/partner programs</td>
<td>Bay Area WDB contracted Resource Room staff and DWD Job Service staff</td>
</tr>
</tbody>
</table>

All of the services funded through the Bay Area WDB, are contracted through a Request For Proposal (RFP), competitive bid process and are monitored annually for performance to the contracted deliverables.
The Fiscal Policy for Bay Area Workforce Development Board (the Board) was developed and is maintained for these main purposes:

1. To clearly communicate to staff, Board members, funding sources and the general public, the systems that will be used by the Board to protect the integrity of grants and funds, as well as the agency’s assets, and to show how grant and program activities will be documented;

2. To minimize opportunities for fraud by setting up task separation and internal controls;

3. To show which staff positions have responsibility for individual business processes and which staff or Board positions have responsibility for monitoring those activities;

4. To show the Board’s continued compliance with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget circulars (OMB) and Uniform Guidance, the Catalog of Federal Regulations (CFR), the Single Audit Act, individual funding source rules and regulations, and the rules and regulations of the Internal Revenue Service, the Department of Labor, as well as State of Wisconsin’s rules, regulations and laws;

5. And as such, the Board will adapt Administrative Requirements, cost principles, and audit requirements 2 Code of Federal Regulations Part 200, 2 CFR Part 2900 on a grant by grant basis. Specifically it will apply to Workforce Innovation and Opportunity Act (WIOA) Title I and local administration, 4/1/15-6/30/17; Workforce Innovation and Opportunity Act (WIOA) Title Adult and Dislocated Worker 7/1/1/-6/30/17; Rapid Response Annual Allotment Program Year 2015 (6/30/15-6/30/16).

I. AUTHORITY

A. The Bay Area Workforce Development Board members (Board of Directors) approves the Fiscal Policy then delegates the administration of the policy to the Executive Director.

B. The Executive Director has the responsibility for all operations, activities and programs, including fiscal management.

C. In the Executive Director’s absence, the Senior Program Operations Manager will assume the Executive Director’s duties for fiscal management in the office.

D. The Controller is responsible to the Executive Director for the oversight of all fiscal operations, activities and programs.

E. The Bay Area Workforce Development Board Organizational Chart lines of authority will be followed by all staff members. This chart will be maintained by the Executive Director and will be updated as needed. (Board Organizational Chart attached)
F. Current Job Descriptions will be maintained for all Board staff members indicating duties and responsibilities. The Bay Area WDB Personnel Policy, which was developed to communicate the organization’s system of personnel administration and staff compensation, shall be maintained by the Executive Director. All staff will receive a copy of the Personnel Policy when hired.

II. FISCAL OPERATIONS

A. Accounting will be on an accrual basis. The fiscal year will run from July 1 through June 30 of each year. Year-end closing and fiscal reports will be prepared by the Controller and reviewed by the Executive Director and Program Manager(s). The Executive Director will sign the appropriate year end fiscal report if required by the funding source.

B. Fiscal duties and responsibilities will be separated to the extent that staffing limitations will allow. No one staff member shall have control over cash receipts, cash disbursements, payrolls, reconciliation of bank accounts or purchase orders.

C. Fiscal staff is required to take annual vacations.

D. All fiscal forms and documents will be completed in ink to minimize the chances of fraud.

E. The Board will use a computer-based automated accounting system to accomplish all accounting responsibilities and will ensure that staff who use this system are well trained and familiar with its use. Fiscal staff will enter transactions into the accounting system data base, using an individually assigned user id and password. Batch numbers will be coded to include date of transactions and initials of fiscal staff entering the batch. The accounting system will be backed up and saved regularly. A copy of the backup will be stored offsite. The Executive Director is responsible for the back up security.

F. All fiscal forms, such as checks, deposit slips, cash receipts, purchase orders and invoices will be numbered and used sequentially. Checks will be stored in a secured place. Any voided forms or checks will be clearly marked as VOID.

G. Annual budgets will be prepared by the Board staff and reviewed by the Executive Director for submission to the Board of Directors or its designated committee.

H. Reports of expenditures against budgets for all grants and funding sources will be developed and forwarded to the Executive Director. The Controller will be responsible for fiscal reports to funding sources and will follow the requirements of each individual grant as set out in the grant agreement or other funding source requirements.

I. The Controller will submit to the Board Treasurer a quarterly expense report that compares actual line item expenditures to the approved annual budget within 45 days of the end of each calendar quarter.
J. All fiscal and accounting practices, procedures and reports will be prepared in accordance with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget circulars (OMB) and Uniform Guidance, the Catalog of Federal Regulations (CFR), the Single Audit Act, individual funding source rules and regulations and the rules and regulations of the Internal Revenue Service, the Department of Labor as well as State of Wisconsin rules, regulations and laws.

K. The Board of Directors and the Executive Director are encouraged to monitor the organizations annual audit process, the check writing process or any other fiscal process or tasks they feel should be monitored.

L. The Executive Director and Controller will submit to the Board Treasurer a quarterly Corporate Budget expense report that compares actual line item expenditures to the approved annual corporate budget within 45 days of the end of each calendar quarter.

M. In the event of disruption of office operations, the Controller will maintain fiscal operations from home or another safe location and will be in communication with the Executive Director and Program Manager(s) via available electronic means. The accounting system is available through the Bay Area WDB network server. This backup server is maintained by an offsite contracted company, Avastone Technology. The Executive Director will forward fiscal documents received at the Board office to the Controller via Internet and postal service. The Controller can access Bay Area WDB bank accounts through the Internet. Communication with grantors can be made through the Internet, postal service or telephone. The Controller will ensure that invoices are processed and payments made by postal service and/or Internet transfer. Internal controls will be maintained through Internet and postal service. Fiscal records are maintained at the Board office and a remote location. This ensures the integrity of the fiscal records and the continuation of fiscal operations.

III. AUDIT

A. A fiscal and compliance audit shall be performed annually on an organization wide basis with the audit period coinciding with the corporate fiscal year.

   1. The audit will be conducted in accordance with the U.S. General Accounting Office OMB circulars, Uniform Guidance, and audit guidelines issued by significant funding sources.

   2. The audit will be conducted by an independent CPA firm selected through a competitive procurement process.

B. The internal process of the audit is to be conducted as follows:

   1. During the audit field work and after an audit’s exit conference, all questions of the audit staff will be answered by the Controller working with the Program Operations Manager(s) and the Executive Director. Board staff will contact sub-grantees and program operators to get answers to questions regarding sub-grant audits and compliance.
2. Upon receipt of the draft audit report, any finding responses, as well as verification of content, will be prepared (as appropriate) by the Controller and the Program Operations Manager(s) for the Executive Director’s signature and sent to the audit firm within written timeframe granted.

3. Questions still unsatisfactorily answered in the final audit report will be addressed by Board staff and a final audit response will be sent to required grantor agencies within the written timeframes granted.

4. Unless otherwise provided by agreement, the cost of the Bay Area Workforce Development Board audit will be the responsibility of the Board.

IV. AUDIT RESOLUTION

A. The Final Audit Report is a public document. All field work, working papers, as well as the draft copy of the audit are the property of the accounting firm conducting the audit.

B. Receipt of the Final Audit Report starts the audit resolution process and must be responded to within thirty days unless a written request is applied for and granted. Debts due to audit disallowances are established at this point. Board staff may enter into formal complaint/grievance procedure for disallowances according to the policy of specific grants.

V. SARBANES-OXLEY ACT PROVISION

A. If anyone requests the fiscal staff to violate any fiscal policies, processes or procedures, the fiscal staff member(s) will immediately report the incident to the Controller, Executive Director or Board Treasurer.

Anyone reporting fiscal irregularities, discrepancies, or fraudulent transactions will be protected from retaliation by the person or persons committing these acts.

B. Supporting documentation will not be destroyed pertaining to inside or outside investigations into fiscal irregularities, discrepancies, or fraudulent transactions until such claims have been resolved.
SECTION 100 – OVERVIEW OF FINANCIAL PROCEDURES

In accordance with the Fiscal Policy, the Financial Procedures Manual for Bay Area Workforce Development Board was developed and is maintained for these main purposes:

1. To clearly communicate to staff, Board members, funding sources and the general public, the systems that will be used by Bay Area Workforce Development Board to protect the integrity of grants and funds as well as the agency’s assets and to show how grant and program activities will be documented.

2. To minimize opportunities for fraud by setting up task separation and internal controls.

3. To show which staff positions have responsibility for individual business processes and which staff or Board positions have responsibility for monitoring those activities.

4. To show our continued compliance with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget circulars (OMB), the Catalog of Federal Regulations (CFR), the Single Audit Act, individual funding source rules and regulations and the rules and regulations of the Internal Revenue Service, the Department of Labor as well as State of Wisconsin rules, regulations and laws.

I. AUTHORITY

A. The Board of Directors approves the financial policies in the Financial Procedures Manual then delegates the administration of those policies to the Executive Director.

B. The Executive Director has responsibility for all operations, activities and programs, including financial management.

C. In the Executive Director’s absence, the Program Operations Manager will assume the Executive Director’s duties for financial management in the office.

D. The Controller is responsible to the Executive Director for the oversight of all financial operations, activities and programs.

E. The Bay Area Workforce Development Board organizational chart lines of authority will be followed by all employees. This chart will be maintained by the Executive Director or a designee, and will be updated as needed. See attachments.

F. Current job descriptions will be maintained for all employees indicating duties and responsibilities. The Personnel Policy, which was developed to communicate the Agency’s system of personnel administration and staff compensation, shall be maintained by the Executive Director. All staff will receive a copy of the Personnel Policy when hired.

Rev 07/14/2015
II. **FISCAL OPERATIONS**

A. Accounting will be on an accrual basis. The fiscal year will run from July 1 through June 30 of each year. Yearend closing and financial reports will be prepared by the Controller and reviewed by the Executive Director and Program Manager. The Executive Director will sign the appropriate yearend financial report if required by the funding source.

B. Financial duties and responsibilities will be separated to the extent that staffing limitations will allow. No one employee shall have control over cash receipts, cash disbursements, payrolls, reconciliation of bank accounts or purchase orders.

C. Fiscal staff is required to take annual vacations.

D. All manual fiscal forms and documents will be completed in ink to minimize the chances of fraud.

E. Bay Area Workforce Development Board will use a computer based automated accounting system to accomplish all accounting responsibilities and will ensure that staff who use this system are well trained and familiar with its use. Fiscal staff will enter transactions into the accounting system data base, using an individually assigned User ID and password. Batch numbers will be coded to include date of transactions and initials of fiscal staff entering the batch. The accounting system will be backed up and saved regularly. A copy of the backup will be stored offsite. The Executive Director is responsible for the back up security.

F. All fiscal forms, such as checks, deposit slips, cash receipts, purchase orders and invoices will be numbered and used sequentially. Checks will be stored in a secured place. Any voided forms or checks will be clearly marked as VOID.

G. Annual budgets will be prepared by the Bay Area Workforce Development Board staff and reviewed by the Executive Director for submission to the Bay Area Workforce Development Board or its designated committee.

H. Reports of expenditures against budgets for all grants and funding sources will be developed and forwarded to the Executive Director. The Controller will be responsible for fiscal reports to funding sources and will follow the requirements of each individual grant as set out in the grant agreement or other funding source requirements.

I. All financial and accounting practices, procedures and reports will be prepared in accordance with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget circulars (OMB), the Catalog of Federal Regulations (CFR), the Single Audit Act, individual funding source rules and regulations and the rules and regulations of the Internal Revenue Service, the Department of Labor as well as State of Wisconsin rules, regulations and laws.

J. The Board of Directors and Executive Director are encouraged to monitor the agency annual audit process, the check writing process or any other fiscal process or tasks they feel should be monitored.
III. **AUDIT**

A. A financial and compliance audit shall be performed annually on an organization wide basis with the audit period coinciding with the corporate fiscal year.

1. The audit will be conducted in accordance with the U.S. General Accounting Office OMB circulars and audit guidelines issued by significant funding sources.

2. The audit will be conducted by an independent CPA firm selected through a competitive procurement process.

B. The internal process of the audit is to be conducted as follows:

1. During the audit field work and after an audit’s exit conference, all questions of the audit staff will be answered by the Controller working with the Program Operations Manager and the Executive Director. Bay Area Workforce Development Board staff will contact sub grantees and program operators to get answers to questions regarding sub grant audits and compliance.

2. Upon receipt of the draft audit report, any finding responses as well as verification of content will be prepared (as appropriate) by the Controller and the Program Operations Manager for the Executive Director’s signature and sent to the audit firm within written timeframe granted.

3. Questions still unsatisfactorily answered in the final audit report will be addressed by Bay Area Workforce Development Board staff and a final audit response will be sent to required grantor agencies within the written timeframes granted.

4. Unless otherwise provided by agreement, the cost of Bay Area Workforce Development audit will be the responsibility of Bay Area Workforce Development Board.

IV. **AUDIT RESOLUTION**

A. The Final Audit Report is a public document. All field work, working papers, as well as the draft copy of the audit are the property of the accounting firm conducting the audit.

B. Receipt of the Final Audit Report starts the audit resolution process and must be responded to within thirty days unless a written request is applied for and granted. Debts due to audit disallowances are established at this point. Bay Area Workforce Development Board staff may enter into formal complaint/grievance procedure for disallowances according to the policy of specific grants.

V. **SARBANES-OXLEY ACT PROVISIONS**

A. If any one requests the fiscal staff to violate any of the financial policies, processes or procedures contained in this manual, the fiscal staff member(s) will immediately report the incident to the Controller, Executive Director or Board Treasurer.
B. Anyone reporting financial irregularities, discrepancies, or fraudulent transactions will be protected from retaliation by the person or persons committing these acts.

C. Supporting documentation will not be destroyed pertaining to inside or outside investigations into financial irregularities, discrepancies, or fraudulent transactions until such claims have been resolved.

SECTION 200 – PETTY CASH PROCEDURES

The Bay Area Workforce Development Board does not have funds set aside in a petty cash account.

SECTION 33 – CASH MANAGEMENT – RECEIVABLES

PURPOSE OF PROCEDURES

The purpose of these procedures is to ensure that an appropriate level of funds to cover upcoming expenditures is maintained in the Bay Area Workforce Development Board checking account. It is also intended to be used as a guide for entering invoices and funding draws into the Accounts Receivables System. It outlines the internal controls followed during the Cash Management and Receivables process.

I. FUNDING SOURCE REQUESTS FOR PAYMENT OR REIMBURSEMENT

A. Cash in the Bay Area Workforce Development Board financial system is kept at a minimum and managed in compliance with DWD/DWS Administrative Assurances and Requirements or other funding source rules and regulations, and OMB Circulars as appropriate. The Controller monitors cash levels in all Bay Area Workforce Development Board accounts and checking account balances. The Controller monitors the grant funds available and directs the funding source request.

B. Requests for funding source payments will be based on the immediate cash needs of Bay Area Workforce Development Board. The Controller directs all fund draws and invoices for funds reimbursements or advances, and ensures submission to the appropriate funding agency. The Controller or the fiscal staff will enter those funding source requests into the Accounts Receivable module of the automated accounting system (Great Plains).

C. Items to be considered when anticipating immediate cash needs include, but are not limited to:
   1. Unpaid invoices on hand
   2. Estimated salaries/wages and fringe benefits
   3. Rents due
   4. Reimbursement requests from sub recipients
   5. Estimated client costs (supportive services payments, classroom training expenses, etc.)
II. REFUNDS AND MISCELLANEOUS INVOICING:

A. Refunds received from vendors are initiated by the vendor or fiscal staff, and authorized by the vendor. The expense is decreased and cash is increased.
1. The fiscal staff researches and prepares posting accounts, and the Controller approves before entry into the accounting system.
2. Fiscal staff enters refunds as a credit in Accounts Payable module of the automated accounting system and applies refund to the matching accounts payable.

B. Miscellaneous invoices for cost sharing are initiated by verbal or written information provided by the Program Manager or Executive Director, and prepared by the Controller.
1. All invoices and payments will be entered into the accounting system.
2. The Controller directs invoice process and instructs the fiscal staff.
3. Fiscal staff enters invoice into accounts receivable.
4. When payment is received, fiscal staff will follow procedures in Section 400 Cash Receipts.

C. All amounts including program income revenue due to Bay Area Workforce Development Board will be invoiced in a timely manner.

III. OTHER ISSUES

A. The Controller will monitor open accounts receivables on a monthly basis and follow up on any old grant or funding sources open invoices.

B. If payment is not received within 30 days of the first request, a second request will be mailed. If after another 30 days payment is not received, the amount receivable may be withheld from any future payment with the approval of the Controller and the Program Operations Manager.

C. If payment is not made after the preceding steps, the Executive Director will send a letter to the debtor requesting payment. A collection agency may be employed at the Executive Director’s discretion. After the above steps have been taken and the amount is determined to be uncollectible, the debt will be written off against the appropriate account(s) and appropriate sanctions applied to the debtor.

SECTION 400 – CASH RECEIPTS

PURPOSE OF PROCEDURES

The purpose of these procedures is to ensure that accurate records of cash receipts are kept for all the agency cash accounts and to minimize the opportunities for fraud. The Bay Area Workforce Development Board staff is responsible for carrying out these procedures, and the Controller monitors these activities.
Attachment 26
Bay Area Workforce Development Board
Financial Procedures Manual

I. PROCEDURES

A. The Controller records the receipt of electronic funds transfers from the Wisconsin DWD or other funding sources after the electronic deposit has been verified. The deposit date is the date the bank records the transaction.

B. Upon receipt of payment, designated staff prepares the deposit slip, and records on the manual Cash Receipts register. The register includes the receipt amount, name of the Payor and check number. Three staff initial the register verifying the receipt. Designated staff restrictively endorses each receipt and prepares the deposit slip.

C. All checks will be endorsed as follows:

   FOR DEPOSIT ONLY
   Account #XXXX7595

D. Copies are made of the deposit slip and the check(s) and then forwarded to the Controller for recording into the accounting system.

E. The Controller or fiscal staff will enter the cash receipt into accounts receivable and the deposit into the general checking account of the accounting system. The system will assign a payment number. At no time will the person who prepares the deposits also enter the data.

F. All cash receipts and revenues will be deposited into an account of a financial institution which provides FDIC/FSLIC coverage.

G. The Executive Director, the Program Manager or the Controller deposits the checks at the designated banking institution. The bank deposit receipt is given to the Controller to reconcile to the cash account.

H. Bank deposit slip will be attached to the Bank Deposit Posting Journal. The Controller attaches documentation for all receipts (copy of check, letter, etc.) to the cash receipt and files into the Bank Deposit records.

SECTION 500 – CASH DISBURSEMENTS

PURPOSE OF THESE PROCEDURES

The purpose of these procedures is to ensure that disbursements are handled in a manner that protects agency cash assets, conforms to Generally Accepted Accounting Principles, and ensures that grants are properly expensed and to minimize any chance of check writing fraud. Fiscal staff will be responsible for cash disbursements. The Controller will monitor this process. The Program Operations Manager or the Executive Director will be responsible for approving invoices for payment. Checks are signed by the Executive Director or the Program Manager. At no time will the person approving the payments, sign the checks. The Controller approves the preparation of the checks. The Treasurer of the Board of Directors releases the checks that have been written. Fiscal staff will release the checks to the vendors upon approval of the Controller.

Rev 07/14/2015
I. **PROCEDURES**

A. All invoices will be forwarded to the Controller to begin the invoice processing procedure. The Controller will designate fiscal staff to reconcile invoice errors and discrepancies with the vendors. Any significant discrepancies in excess of $1,000 will be brought to the attention of the Controller and the Executive Director.

B. The following invoices require the approval of the Bay Area WDB Chair or WDB Treasurer prior to payment:
   1. Staff travel outside of the state
   2. Legal Services

C. Certain costs and expenditures are allowable only upon specific prior approval of DWD/DWS. Those costs are listed in the [WIA Policies and Procedures Manual](#) and such policies will be adhered to.

D. The fiscal assistant verifies the accuracy of invoices, and omits duplicate invoices. Then the Controller and the fiscal staff will begin entry into the accounting system. The system assigns a voucher number to the transaction and creates an accounting voucher for each invoice. Fiscal staff records the voucher number on the invoice. The Controller instructs fiscal staff on the proper system codes and the account classifications. Project, account and distribution codes will be recorded on the invoices as necessary.

E. The Controller and the fiscal staff enter the associated data into Accounts Payable and posts. The Accounts Payable by Due Date report and invoices are submitted for payment approval to the Executive Director or Program Manager. The report and invoices will be reviewed and approved by the Program Operations Manager or Executive Director before checks are written.

F. When the payments have been approved, the fiscal assistant will begin the check writing process. The fiscal assistant will verify the payments before printing the checks. Any changes are to be reported to the Controller. Fiscal staff will print checks and post. A check register will be signed and approved by the Controller and Treasurer of the Board. If the numbering of the checks is not consecutive or checks are voided, explanation will be provided to the Controller and included with the submission to the Treasurer. Signatures on checks will be that of the Executive Director or Program Operations Manager, but the same person will not approve payments and sign the checks. Checks are normally prepared on a weekly basis.

G. After checks are processed and signed, fiscal staff will prepare the checks for mailing by attaching remittance advice, etc and/or enclosing system generated remittance sheets. All checks must be released by the Controller before posting. The fiscal assistant will review the checks mailed to the check register and record date sent and initial. Any checks given directly to individual will include a statement signed and dated by the individual. These statements will be filed with the check register. The Bay Area Workforce Development Board stub will be attached to invoices and then filed in accounts payable vendor files.
H. Checks will be distributed as follows:
   1. Check stub and Original: Mailed to payee
   2. Additional check stub: Maintained in fiscal records

I. The Controller or a designee will be responsible for all blank checks, which will be kept under lock and key in the Fiscal Department.

J. Voided checks or other forms will have "VOID" boldly written in ink or stamped across the face of the check and will be retained in the Void Check file.

K. In the event of a lost or stolen check, Fiscal staff will ask the payee to wait 90 days for the automatic cancellation of the check and reissuance of the check. At the Controller’s discretion, a check may be reissued sooner. The Controller will check on-line or call the bank to see if a check has cleared the bank. Then a stop payment will be issued by the Controller. After the bank has confirmed the stop payment and the service charge has been approved by the Controller, the original check will be voided and a replacement check will be issued.

L. All writing of and voiding of vouchers and checks must go through the automated accounting system. The Controller will monitor all check writing activities.

M. In no event will:
   1. Checks be prepared and signed in advance.
   2. Checks be made out to "cash" or "bearer"
   3. Checks be prepared on verbal authorization
   4. Checks be used other than in numerical order
   5. Checks be prepared unless these procedures are followed

SECTION 600 – PURCHASING AND PROCUREMENT

PURPOSE OF THESE PROCEDURES

This section has two main purposes. The first purpose is to ensure that all funding source rules and regulations are followed by staff when procuring goods and services for the agency. The second purpose is to make certain that the staff that is involved with purchasing is conscientious in their duty to get the best prices for items the agency needs. All staff responsible for purchasing will be required to follow these procedures. The Controller will monitor purchases to test for compliance with funding source rules and these procedures.
I. **PURCHASING**

A. Purchases under $500 do not require formal purchasing or a purchase order. Department heads are delegated approval of purchases greater than $500 but less than $1,000 for program or administrative related expenses. A requisition may be completed in order to track expenditures and/or vendor. Two or more informal bids or quotations are suggested. The discretion of the buyer is to be used with this type of purchasing to ensure prudent expenditure of grant funds and comparative shopping has been diligently completed. The individual approving the purchase must:
   1. Determine if the expenditure is budgeted.
   2. Determine if funds are available for the expenditure.
   3. Determine if the expenditure is allowed under the grant.
   4. Determine if the expenditure is necessary to the program.

B. A purchase order can be prepared if the vendor requires one or one is desired by the staff member doing the purchasing. Purchase orders are prepared by the Controller or Program Manager.

C. Purchases from $1,000 to $3,000 must be approved in advance by the Executive Director or the Controller. A requisition will be prepared for purchases with a unit acquisition cost equal to or greater than $1,000. The requisition will be completed and signed by the head of the department. The Executive Director may call for more stringent regulation. The purchaser must obtain three or more quotations from vendors, if available, and this information must be available to the Executive Director or the Controller at the time of the purchase. Quotations can be written, advertised or documented verbal quotes. The decision to accept a quotation will be based upon assessment of the following criteria. This criteria is not necessarily listed in order of importance:
   1. Price and/or Cost benefit analysis
   2. Vendor's ability to meet specifications
   3. Vendor's ability to provide adequate service
   4. Vendor's ability to provide the equipment, services, and/or supplies desired
   5. Vendor's proximity and accessibility
   6. Vendor’s past history (if applicable) of service and reliability

D. Purchases greater than $3,000 but less than $5,000 must be approved in advance by the Executive Director and the Controller. The purchaser must obtain prices from three vendors and furnish the following information:
   1. The type of goods or services needed and the reason for the purchase, the proposed location of the goods, and the specific program(s) that will benefit.
   2. The names of the vendors, the specifications provided by the vendors, and prices quoted.
Attachment 26
Bay Area Workforce Development Board
Financial Procedures Manual

3. If three quotations were not received, the reason(s) why.

4. Recommendation of a vendor and the reasons why that recommendation is being made.

5. If equipment is purchased, the purchaser must also provide the estimated useful life, the location, the model number(s) and the serial number(s).

E. For purchases over $5,000, one of the methods of procurement found in the Workforce Programs Policy and Procedure Manual must be used for procurement. A Cost/Price analysis must be performed when there are competing bids. Records sufficient to detail the history of the procurement must be maintained and if applicable, disposal of old equipment must be defined.

F. Purchases with a unit acquisition cost of $5,000 or more considered to be equipment cannot be expensed against the grant unless exception is made by the funding source. As of July 16, 2004, DWD has restricted the purchase of equipment and will no longer authorize equipment purchases with a unit cost greater than $5,000. For that reason, equipment will be leased or purchased with corporate funds unless a specific grant allows purchasing of equipment as part of the grant budget. A cost benefit analysis will be completed before a decision is made to lease or purchase equipment.

G. Equipment having a useful life of more than a year and a unit acquisition cost of $1,000 or more will be recorded in the Fixed Asset module by the fiscal staff at the time the invoice is set up for payment. An inventory tag will be affixed to each item of equipment.

H. Packing slips, receipts, etc. will be submitted to the Controller and kept by the Fiscal Department until the invoice is received. Fiscal staff will compare the packing slips or receipt against the invoice. If there are material discrepancies, fiscal staff will contact the requestor to follow up on items or invoices which have not been received.

I. Purchases that are not part of an approved budget will be approved only by the Executive Director and the Controller. The Board of Directors will set a dollar limit for purchases which are not part of an approved budget. That limit is currently $5,000.

II. PROCUREMENT

A. The requirement of three comparisons for purchase may be waived in the event that the purchase reflects one of the following sole source procurement reasons. It is the responsibility of the staff member who is requesting the purchase to ensure these exceptions are documented and given to the Executive Director or Controller before a purchase is made.

   1. The item or equipment is unique and/or is available from a single source.

   2. The public exigency or emergency need for the item or service does not permit a delay resulting from competitive selection. This would include a situation where a large worker dislocation event occurred and initial Basic Readjustment Services are authorized by DWD or other fund sources.
3. It is necessary that the needed item(s) are manufactured by a certain source in order to be compatible and interchangeable with existing equipment.
4. After solicitation of a number of sources, competition is determined inadequate.
5. Enrollment of individual participants into classroom training
6. Data is unavailable for competitive procurement
7. The funding source authorizes noncompetitive proposals

B. Small and minority-owned businesses will be considered in purchasing.

C. Service provider subcontracts will be procured according to the procedures included in the Bay Area WDB State plan.

III. RECEIVING OF AND PAYMENT FOR GOODS AND EQUIPMENT

A. Staff designated by the Executive Director will receive all purchased items and distribute the items to the requestor or place in stock as appropriate. They will also indicate "received by" on the packing slip or invoice for each item, sign and date the paperwork. The requestor will contact the vendor to reconcile any differences between the items ordered and the items received.

B. Packing slips, receipts, etc. will be submitted to the Controller and kept by the Fiscal Department until the invoice is received. Fiscal staff will compare the packing slips or receipt against the invoice. If there are discrepancies, the requestor will be notified to resolve the differences. If there are no discrepancies and/or the differences have been resolved, the Fiscal Staff prepares the invoice for payment in accordance with the procedures described under Cash Disbursement.

IV. OTHER

A. Staff members who wish to purchase equipment or software must contact the Controller before any purchase is made.

B. No purchases will be made on behalf of employees or individuals.

C. If there is a conflict of interest, the purchaser will disclose it to the Executive Director before purchase is made.

D. Any variance from these established procedures must be approved by the Executive Director, Controller, or Program Operations Manager and must bear the signature of that person.

V. CREDIT CARDS

A. Credit cards may be obtained in the corporate name when necessary for the expedient purchase of goods or services.

Rev 07/14/2015
B. The number of corporate credit and charge cards shall be limited to one major credit card and only those vendor charge cards that are regular and recurring vendors of the Corporation.

C. Credit/charge cards will be kept in a locked cabinet when not in use.

D. The Executive Director shall make application for all credit/charge cards, shall assume responsibility for the use of all corporate credit/charge cards and shall verbally approve purchases under $500 and approve in writing all purchases $500 and over. The Executive Director’s ruling on disputes over credit/charge cards will be the final.

E. The Controller will approve the Executive Director’s use of credit/charge cards. Out-of-state travel will be approved by the Board Treasurer.

F. Specific agency staff shall be designated as signatories on each credit/charge card.

G. All credit and charge card transactions will be accompanied by a receipt that is submitted to the Controller on a monthly basis.

H. Where appropriate, purchase orders will accompany credit/charge card transactions.

I. Credit/charge card purchases may be made via the Internet, telephone or fax with proper approval as long as reasonable care is taken to insure the security of communication vehicles.

J. No personal purchases may be made using corporate credit/charge cards. Misuse of an agency credit card shall be cause for immediate termination of employment.

VI. **SUMMARY**

A. Purchases under $500 do not require a purchase order or formal purchasing steps. A purchase order can be written if desired.

B. Purchases between $500 and $1,000 can be completed with an informal purchasing process. For price comparison purposes, verbal pricing and advertisements are acceptable.

C. Purchases over $1,000 but less than $3,000 require a requisition and a more formal process to insure that the best price is being received. This includes written bids or advertisements. The Executive or the Controller must pre-approve.

D. Purchases over $3,000 but less than $5,000 require a more formal process. Purchase must be pre-approved by the Executive Director and Controller.

E. Purchases of equipment over $5,000 require funding source approval, if it can be given, as well as using one of the formal purchasing processes as listed in OMB circular A-122.

F. Purchases over $10,000.00 require a formal procurement process. And usually require a Request for Proposal process (RFP) See 29 CFR 95.44 (see attachments) and OMB Circular A-122 for procurement rules and regulations. This includes subcontracting for program services.
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G. All purchases must be part of a pre-approved budget. It is the responsibility of the staff member doing the purchasing to ensure that the purchase is part of a budget and that it is not over budget. Purchases that are not part of a pre-approved budget must be approved by the Executive Director and are limited to an amount set by the Board of Directors.

SECTION 700 – SUBGRANTEES

PURPOSE OF THESE PROCEDURES

The purpose of these procedures is to communicate a set of guidelines for the financial management of sub grantee contracts. It is the responsibility of the Program Manager to ensure that all contracts are in place, signed and accurate before program activities commence. Bids and written contracts clearly defining work to be performed will be maintained for all sub grantee contracts and comply with funding source regulations. At the sole discretion of the Program Manager, a letter of authorization may be issued to the sub grantee for a defined amount within a specific period while the Contract is completed. The Executive Director or the Board Chairperson will approve and sign all sub grantee contracts. The Controller will approve and monitor the sub grantee’s contract budget(s), invoices and payments. The Program Manager will monitor the program activities of the sub grantee and approve payments. Fiscal staff will process invoices as detailed in Section 500 Cash Disbursements. Bay Area Workforce Development Board sub grantees will be monitored as required by our grant sources in order to determine compliance with the terms and requirements of any and all agreements between Bay Area Workforce Development Board and the sub grantee.

I. FINANCIAL RESPONSIBILITY

A. As per the terms of the sub grantee contract, the sub grantee must maintain systems with the capabilities to:
   1. Ensure the protection of funds made available;
   2. Ensure compliance with terms of the grant agreement and local policy and precedence;
   3. Adequately account for the use of the funds.

B. The sub grantee will establish financial procedures and appoint a Fiscal Agent to represent them. Bay Area Workforce Development Board reserves the right to approve the appointment. The Fiscal Agent:
   1. Will submit invoice(s) for reimbursements and distribute payment received to the service providers on a regular basis;
   2. Will monitor budget and actual expenditures and ensure the submission of budget modifications as needed.

C. Sub grantee invoicing to Bay Area Workforce Development Board
   1. Monthly invoices will be prepared according to the format approved by the Bay Area Workforce Development. Invoices must be received at the Bay Area Workforce Development Board on or before the due date specified in the Contract. More
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frequent reimbursements will be accepted with previous approval by the Controller.
2. The Invoice should report expenditures to date including actual expenses and properly calculated and documented accrued expenses.
3. A final invoice must be received by the Bay Area Workforce Development Board within 30 days after the contract end date. Invoices received after 30 days and before contract closeout, will be paid at the discretion of the Bay Area Workforce Development Board. Payments will not be made after a contract has closed.

D. Budget Modifications will follow the procedure(s) defined in the sub grantee contract.

II. PROGRAM INCOME

A. Revenue earned using grant funds will be tracked according to grant regulations.

B. A separate file will be maintained for each sub grantee. Separate files will also be maintained for payments on each sub grant. Individual subcontractor codes will be assigned to establish a financial audit trail.

III. FINANCIAL MONITORING AND AUDITS

A. The sub grantee will permit, with prior notice and during regular business hours, the Bay Area Workforce Development Board, the Department of Workforce Development and the U.S. Department of Labor the examination and duplication of records relating to all matters covered by the sub grantee contract. Bay Area Workforce Development may request such examination and information as often as it deems necessary.

B. Bay Area Workforce Development Board will monitor the sub grantees fiscal operation. The monitoring may consist of on-site records review and/or desk review at the discretion of the Program Manager or the Controller. The sub grantee agrees to provide assistance with the monitoring process. All monitor findings, comments and documentation will be available to the Bay Area Workforce Development Board for review.

1. Reports of the fiscal monitoring will be issued within thirty days from the date of the monitoring. These reports will include findings, recommendations and/or observations.
2. The sub grantee will have thirty days from receipt of the report to respond to any findings and must include the corrective action taken.
3. A closure letter will be issued upon satisfactory corrective action taken against all findings.

C. If the sub grantee enters into an agreement or assigns, transfers rights and/or interests given in the sub grantee contract to a third party; the sub grantee must agree to get prior approval from the Bay Area Workforce Development Board, financially monitor such person or contract and make the records available to the Bay Area Workforce Development Board for review.
D. The sub grantee will have a single, organization-wide financial and compliance audit performed by a qualified independent auditor on a yearly basis for the period of the subcontract. The audit will be performed in accordance with Federal Office of Management and Budget (OMB) circulars and state single audit guideline issued by the Wisconsin Department of Administration (DOA). A final copy of the completed audit will be submitted to Bay Area Workforce Development Board for review and findings resolution.

E. The sub grantee audit report and financial statement(s) are independent of the Bay Area Workforce Development Board’s audit. Findings included in the sub grantee’s reports that are applicable to Bay Area Workforce Development Board funds will be resolved by the Bay Area Workforce Development Board. Instances of noncompliance with applicable laws and regulations will be resolved with six months of the receipt of the sub grantee audit report. Any findings relative to the Bay Area Workforce Development contract determined as a result of the audit shall result in the following resolution process:

1. Development of a corrective action plan.
2. Monitoring by the Bay Area Workforce Development Board staff to assure corrective action is being implemented within specific time limits.
3. Communication by Bay Area Workforce Development Board with the agency or other federal funding source if the issue has cognizance.
4. Recovery of any disallowed costs
5. Correction of any necessary records

IV. RECORDS MAINTENANCE AND INSURANCE

A. The sub grantee will establish and maintain for at least three years from the termination of the contract such records as required by the Bay Area Workforce Development Board. These records include, but are not limited to, fiscal records including payroll and purchases and required grant documentation.

B. The sub grantee will not destroy any records involved in an open dispute until resolution of such issues.

C. The sub grantee will procure and maintain for the term of the contract workers compensation, comprehensive general liability and automobile liability insurance or other insurance as required by law. Coverage minimums will be set by the Bay Area Workforce Development Board. The sub grantee will submit evidence of insurance to Bay Area Workforce Development Board.

V. OTHER ISSUES

A. Bay Area Workforce Development Board reserves the right to de obligate funds based on 5% variance of current or previous expenditure patterns and/or Federal or State grant de obligations. Such de obligation will be made at the sole discretion of the Bay Area Workforce Development Board Controller and/or Program Manager.
B. When revenues are generated on funds provided by the Bay Area Workforce Development Board, these funds are considered program income and must be relinquished to the Bay Area Workforce Development Board.

C. The sub grantee may retain refunds if contract costs are decreased and the revenue is used to offset contract expenditures.

D. The sub grantee agrees to repay any disallowed costs associated with their contract. The payment will include a sub grantee’s written affirmation that such payment will exclude use of funds received through the Bay Area Workforce Development Board contract(s) and any federally funded contract.

E. Additional, contract specific fiscal requirement can be added to the sub grantee’s contract(s).

F. The sub grantee will comply with all fiscal requirements and obligations contained within the contract document. In the event of a conflict with Financial Procedures, the sub grantee will adhere to the strictest interpretation.

G. Each sub grantee contract will have a formal closeout document that includes the total amount of expenditures. It will be signed and dated by the sub grantee and retained by the Bay Area Workforce Development Board offices.

H. Bay Area Workforce Development Board may utilize non-federal funding as matching if such funds are a grant requirement or the funds become available for its use. Bay Area Workforce Development Board may collaborate with other organizations having access to non-federal matching funds in ways that are consistent with the requirements of federal and state funding sources.

**SECTION 800 – PAYROLL**

**PURPOSE OF THESE PROCEDURES**

The purpose of these procedures is to ensure that proper steps are followed regarding paperwork for employees, that payroll checks are processed correctly, that all taxes and other payroll liabilities are properly accounted for and paid and internal controls are followed to minimize any chance of fraud. The Controller and the Fiscal Staff are responsible for carrying out these procedures. The Controller will direct payroll processing and the Executive Director or a designee will distribute direct deposit statements to employees.

**I. PROCEDURES FOR NEW HIRES**

A. The Controller and the Executive Director will make sure that all new employees complete the following:
   1. Form W-4, Employee Withholding Certificate
   2. I-9 form
B. The Supervisor or a designee will obtain the I-9 and W-4 forms from new hires and make sure they are filled out correctly. An employee cannot be paid until these forms have been completed and forwarded to the Fiscal Department.

C. The W-4 must be submitted to the Controller, as soon as it is completed, to set up the individual in the payroll accounting system. The new staff person will also submit bank and account information to the Controller for direct deposit of wages.

D. The new staff person must submit information for any optional payroll deductions to the Controller.

E. When the completed forms and bank information for a new employee are received by the Controller, an individual employee ID number will be assigned to each new employee and the new employee’s data will be entered into the automated payroll system. The Controller will set up direct deposit information with Bay Area Workforce Development Board’s bank prior to the first payday.

II. RATE AUTHORIZATION

A. The Executive Director will confirm in writing to staff the rate to be paid and effective date.

B. Change in status will be completed by the immediate supervisor and sent to the Executive Director for approval.

C. After rates and changes are approved by the Executive Director, a copy of the written authorization will be given to the Controller. The Controller will be responsible for changing the personnel record and updating the payroll records.

III. TIMESHEETS AND TRAVEL

A. All hourly employees will complete the agency bi-weekly time sheet (See attachments) and forward it to their immediate supervisor. Salaried employees will complete the agency bi-weekly time sheet and allocate their time. All completed time sheets must be signed by the employee then verified for accuracy and signed by the employee’s immediate supervisor. Verified and signed time sheets are submitted to the Controller after the end of each bi-weekly pay period on the Monday following the pay period ending date. The Program Manager will sign the Executive Director’s time sheet. Any incomplete time sheets will be returned to the staff person’s immediate supervisor. Late time sheets could be held until the following pay period.

B. Bi-weekly time sheets will be used to charge direct time into grants, to allocate expenses, track sick leave, vacation and holiday hours.

C. Staff members will be reimbursed based on actual costs for their approved auto mileage and travel expenses by filling out a Travel Voucher and submitting with bi-weekly timesheet. Receipts must be attached to the travel voucher.
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D. Rate of travel reimbursement will be based on policy and limits specified in the Personnel Policy. Expenses exceeding those limits must be approved in advance by the Executive Director. Any reimbursement that exceeds the IRS rates will be reported as taxable income to the employee.

E. Travel advances may be requested for the estimated cost of the trip by submitting a requisition to the Executive Director that details the actual cost of the trip. Payment of the voucher will be reduced by any advanced amount. If the travel advance exceeds the actual costs, the difference is to be returned to the Executive Director who will forward to the Controller for deposit.

IV. OVERTIME FOR HOURLY STAFF

A. Overtime for hourly employees must be approved in writing in advance by the immediate Supervisor and the Executive Director, or a designee of the Executive Director.

B. All overtime, over 40 hours per week, will be paid at a rate of one and one half times the regular wages and paid for in the period it occurs.

V. PAYROLL PROCESSING

A. The Controller will review time sheets for accuracy and enter hourly staff time sheet data into the automated payroll system. Then the Payroll Transaction Edit List will be printed and submitted with the timesheets to the fiscal assistant. The fiscal assistant will review it, initial and date the Transaction Edit List. Any discrepancies are to be reported to the Controller. The entry of payroll and review of Payroll Transaction Edit list will be done by separate individuals.

B. A pre-check register will then be written and verified for accuracy. When the register is correct, the Controller or Fiscal Staff will print (2) copies of the checks on plain paper. One copy will be attached to the timesheet and filed.

C. The final check register will be prepared for electronic deposit and will be signed and dated by the Controller. The Board Treasurer will review the register, release the electronic transfer and sign and date the check register.

D. The second copy of the checks will be reviewed for accuracy and given to the Executive Director for disbursement to staff employees.

E. The Controller will transfer the funds electronically to each employee’s account(s). The Controller, Program Manager and Executive Director will receive an email from the bank confirming the amount of the transfers made. Direct Deposit funds are deposited in the employee accounts the Friday after the pay period ends.
VI. PAYROLL TAXES AND BENEFITS PAYMENTS

A. Federal and state payroll taxes will be paid after each payroll or as required by law, based upon the information shown on the payroll reports. The federal tax deposit is made using EFTPS (Electronic Federal Tax Payment System). The state tax deposit is an ACH Debit payment by EFT (Electronic Funds Transfer). The Controller and/or the Fiscal staff will transfer funds for payroll taxes and prepare reports. Fiscal Staff will enter payments in the accounting system. The Controller will maintain and justify all liability accounts for payroll, and monitor payroll taxes, reports and related payroll accounts and will submit quarterly and year-end reports in a timely manner.

B. Payments and reporting of all benefits providers shall be made and tracked by the Controller or Fiscal Staff. This includes but is not limited to Pensions, Health Care, Worker’s Compensation Insurance, disability, COBRA payments and SUI. The Controller will monitor all benefits payments and reporting.

C. IRA payments will be made the month in which they were withheld from employee(s) checks after the final payroll period of the month. After the last payroll of the month, SEPIRA pension payments will be electronically transferred to the employee’s pension account. State taxes will also be paid at this time.

D. All records pertaining to employee payroll related records, payroll checks, payroll taxes, payroll deductions and payroll benefits will be administered and kept in accordance with the rules and regulations of the Internal Revenue Service, the individual funding and granting sources, the U.S. Department of labor and the laws of the State.

SECTION 900 – BANK RECONCILIATIONS

PURPOSE OF THESE PROCEDURES

The purpose of these procedures is to create steps to ensure separation of duties regarding checks and to create procedures for reconciling agency checking accounts. Bank statements are forwarded to the Executive Director, or a designee, to review, sign and date. The Controller reconciles checks from various checking accounts, reconciles the General Cash Account(s). The Controller will monitor checks and check reconciliations on a regular basis.

I. PROCEDURES

A. Each month checks are reconciled to the bank statements and the bank statements are reconciled to payments made through the accounting system. The Executive Assistant opens the bank statement and forwards to the Executive Director to review, sign and date. The Controller then reconciles the General Cash and checking accounts.

B. Checks are entered into the Accounting System by selecting the cash account to be reconciled. The reconciliation date is the bank statement date. The ending bank balance from the bank statement is used as a reference for reconciliation to the accounting records.
C. Checks and electronic transfer that have cleared the bank are selected as paid in the accounting system. Direct deposits are selected by assigned payroll check number, reconciled and the information is updated in the accounting system. The reconciled bank balance and the balance per the accounting system must match. If the balances do not match, there is an error. Errors must be found and corrected before continuing. Any discrepancies or irregularities must immediately be brought to the attention of the Controller.

D. When the deposits, checks and electronic transfers in the accounting system balance with the bank statement, a report showing the outstanding checks is processed from the accounting system and attached to the bank statement. If checks are outstanding for over 90 days from the date of issue they will be brought to the attention of the Controller. The Controller will periodically check further into why checks were not cashed or cleared through the bank. Checks may be re-issued or voided at that time. After reconciliation, the statement will be filed with the reports and retained according to grant regulations. Upon disposal, checks and statements are shredded.

SECTION 1000 – BOARD EXPENSES

PURPOSE OF THESE PROCEDURES

The purpose of these procedures is to create steps to ensure separation of duties regarding checks and to create procedures for reconciling agency checking accounts. Bank statements are forwarded to the Executive Director, or a designee, to review, sign and date. The Controller reconciles checks from various checking accounts, reconciles the General Cash Account(s). The Controller will monitor checks and check reconciliations on a regular basis.

I. PROCEDURES

A. Each month checks are reconciled to the bank statements and the bank statements are reconciled to payments made through the accounting system. The Executive Assistant opens the bank statement and forwards to the Executive Director to review, sign and date. The Controller then reconciles the General Cash and checking accounts.

B. Checks are entered into the Accounting System by selecting the cash account to be reconciled. The reconciliation date is the bank statement date. The ending bank balance from the bank statement is used as a reference for reconciliation to the accounting records.

C. Checks and electronic transfer that have cleared the bank are selected as paid in the accounting system. Direct deposits are selected by assigned payroll check number, reconciled and the information is updated in the accounting system. The reconciled bank balance and the balance per the accounting system must match. If the balances do not match, there is an error. Errors must be found and corrected before continuing. Any discrepancies or irregularities must immediately be brought to the attention of the Controller.
D. When the deposits, checks and electronic transfers in the accounting system balance with the bank statement, a report showing the outstanding checks is processed from the accounting system and attached to the bank statement. If checks are outstanding for over 90 days from the date of issue they will be brought to the attention of the Controller. The Controller will periodically check further into why checks were not cashed or cleared through the bank. Checks may be re-issued or voided at that time. After reconciliation, the statement will be filed with the reports and retained according to grant regulations. Upon disposal, checks and statements are shredded.

SECTION 1100 – CONSULTANTS

PURPOSE OF THESE PROCEDURES

These procedures are intended to be a guideline in selecting and contracting with consultants and other professionals for training, expertise and other services. The Executive Director and/or the Program Manager will be responsible for contracting with consultants and other professionals for services.

I. PROCEDURES

A. An assessment of the services needed will be developed and clearly stated.

B. Consideration will be made of in-house capabilities to accomplish services before contracting for them.

C. Written contracts clearly defining work to be performed and timelines of the work will be maintained for all consultant and contract services. The contract shall be signed by the consultant and the Executive Director and/or Program Manager of the Agency.

1. Each contract will include language showing that the consultant is not an employee of the agency.

2. Each contract will include language to release the agency from liability or continuation of the contract in the event of a loss or reduction in funding for the project or services.

D. The qualifications of the consultant and reasonableness of fees will be considered in hiring consultants. A formal Request for Proposal can be developed and advertised if desired. The purchase of services from a consultant must to follow the requirements for purchasing as set down in section 600, Purchasing and Procurement, of this manual.

E. Consultant services will be paid for as work is performed and as invoices are received. A small initial payment can be made if required by the consultant at the discretion of the Executive Director or Program Manager. Invoices from consultants will be forwarded to the Controller for payment and will follow the procedures as set down in Section 500 Cash Disbursements of this manual.

F. The Board of Directors is encouraged to review all audit and other significant contracts.
SECTION 1200 – PROPERTY MANAGEMENT

PURPOSE OF THESE PROCEDURES

The purpose of these procedures is to protect the assets of Bay Area Workforce Development Board against loss and to track all equipment purchases and disposals. The Fiscal Staff is responsible to carry out these procedures. The Controller will monitor the inventory and assist when necessary. The Agency will follow Generally Accepted Accounting Principles (GAAP) for capitalization of long lived assets.

I. PURCHASING OF EQUIPMENT

A. The purchase of equipment shall comply with the procedures of Section 600, Purchasing. Only items of equipment necessary to perform the functions of the agency’s programs will be purchased.

B. Purchases of tangible personal property to be made through the use of grant funds are subject to the rules and regulations established by the appropriate funding source. Purchases of equipment over $5,000 must be requested from and approved by the funding source before a purchase is made. Purchase of such property can only be direct charged to a specific grant and cannot be expensed into a cost pool for later allocation over several grants. Only a set use fee or scheduled depreciation for capitalized equipment can be expensed to a cost pool and then allocated out based on a rational determination of benefit received.

C. Purchase of tangible personal property over $5,000 that will not be directly charged to a grant does not need prior permission from a funding source. Such property purchases will be capitalized as an asset. A use fee schedule or depreciation schedule will be developed by the Controller for all such property. Rules and regulations from funding sources regarding the charging of use fees or depreciation to grants for equipment costs will be followed.

D. Only equipment with a value over $1,000 and a useful life over one year will be capitalized as long lived assets and entered into the Property Register when the invoice is received. The value of an asset will be stated at acquisition cost, which includes all costs necessary to configure and position the asset at the location at which it will be used. Equipment with an acquisition cost under $1,000 will be directly expensed at the time of purchase and will be considered to be supplies. Equipment over $1,000 will be depreciated using a straight line depreciation schedule developed by the Controller. The cost of fixed assets will be allocated to the periods they benefit. A journal entry will be made to show depreciation in accordance with the equipment depreciation schedule. The journal entry will expense (debit) the agency indirect cost pool and will increase (credit) the asset depreciation (contra) account.

II. EQUIPMENT IDENTIFICATION

Bay Area Workforce Development Board inventories all tangible personal property with a unit acquisition cost of $1,000 or more and a useful life of more than one year. In addition, electronic equipment such as TVs, VCRs, cameras, recorders, typewriters, and calculators with a unit
acquisition cost of $1,000 or more and a useful life of more than one year shall be inventoried. Equipment with an acquisition cost of less than $1,000 can be tagged at the discretion of the Controller. When equipment is purchased or transferred, the inventory receipt is filled out by the staff person who initiates the purchase or transfer. The form is given to the Controller and/or Fiscal Staff for processing into the equipment inventory system. Invoices for equipment along with purchase orders are given to the Controller. See Section 600, Purchasing and Procurement and Section 500, Disbursements, for further details

A. The Fiscal staff will assign and affix a unique inventory tag (metal) number to each piece of equipment to be inventoried and will enter the necessary data regarding the equipment into the Property Register. Equipment that does not receive a metal numbered tag and is not going on the Property Register may have a Bay Area Workforce Development Board tag placed in a prominent place on the equipment to show agency ownership.

B. When the tag number has been assigned and the equipment paperwork is received in the Fiscal Department, Fiscal staff will enter data regarding the new equipment into the Inventory System. The following information is contained on the property record on the automated inventory system.

1. Inventory tag number
2. Item description
3. Model Number
4. Serial Number
5. Date Received
6. Acquisition source
7. Purchase price
8. Grant and/or program purchased under
9. Name of holder
10. Location
11. Date last inventoried

C. The Fiscal department will keep all paperwork relational to the purchase of equipment. This includes the inventory receipt form, copies of purchase orders and invoices and any funding source authorizations. The Property Register will be used to produce reports as needed.

D. Equipment over $5,000 which has been purchased with direct grant funds will be marked as such in the Property Register and will be placed on the State recitative inventory list or funding sources list as necessary.
III. PHYSICAL INVENTORY

A. The fiscal staff and/or a designee appointed by the Controller shall take a physical inventory of all equipment bi-annually. The inventory shall indicate the location of the equipment and shall ensure that all equipment is properly marked.

B. The physical inventory shall be reconciled with the property records in the Property Register. All discrepancies must be properly explained and changes made to the inventory system as needed.

C. During the physical inventory, any property that is obsolete, in unusable condition or otherwise able to be disposed of will be noted. Disposition of property will be conducted under the rules of the original funding source if the funding source has retained an interest in the equipment. Property that has been disposed of will be removed from the property register and the equipment insurance. Records of all disposed property will be kept for three years.

D. After the physical inventory has been completed and the inventory records matched, Fiscal staff will prepare a new listing of the equipment inventory. The Controller will review capitalized equipment and ensure the values of same match the amounts in the General Ledger asset and depreciation accounts. The values as listed on the equipment inventory will be insured at replacement value with no less than a $500 deductible on loss.

IV. LOSS, DAMAGE, DESTRUCTION OR DISPOSAL OF EQUIPMENT

A. In the event of loss, damage or destruction of agency equipment or property the Controller will be immediately notified by a member of management staff responsible for that equipment or property. The Controller will make a report to the Executive Director and will file claims with insurance providers. The Controller will then follow up as necessary to ensure that insurance claims are paid in a timely manner and that equipment is replaced as needed.

B. For the routine disposal of equipment: equipment with a unit acquisition cost of $5,000 or more which was purchased with funding from a specific funding source requires prior approval for disposal from that funding source. For equipment under $5,000, or equipment that was not purchased with grant funds, approval for disposal is required from the Controller and/or the Program Manager or Executive Director.

C. Obsolete or unused equipment may be transferred to other DWD/DWS-funded programs within the WDA or the state. If no such program is found, the equipment may be sold or otherwise disposed of. The disposition or transfer must be fully documented and retained for a three year period. Proceeds from the sale of grant funded equipment will be deducted from equipment costs or entered as program income to a specific grant(s).

V. ACCOUNTING PROCEDURES FOR PROPERTY AND OTHER

A. All items of capitalized equipment covered in this section will be recorded in Fixed Assets by the Controller or a designee. An entry to the general ledger must be made whenever property is acquired, depreciated or disposed of if not completely depreciated.
B. Equipment will be reconciled to the General Ledger by the Controller before closing the books at June 30.

C. Equipment Disposition forms must be filled out whenever equipment is disposed of. Inventory Receipts forms must be completed whenever equipment is purchased moved or changed. The staff person who approved and/or completed the disposition of the equipment will complete the required paperwork and turn it in to the Controller. In case of equipment being purchased, moved or changed, the staff person who purchased, moved or changed the equipment will complete the required paperwork. Fiscal staff will then update the Property Register.

SECTION 1300 – LEASES

PURPOSE OF THESE PROCEDURES

The purpose of these procedures is to ensure that leases are in compliance within the rules, regulations and guidelines of agency funding sources. Office leases for the agency are maintained by the Executive Director, equipment leases are maintained by the fiscal department.

I. PROCEDURES

A. Arrangement and negotiations for leases are made by the Executive Director, Controller, Program Operations Manager, or another designee of the Executive Director. Leases of office space will be ongoing until agency management decides to move or otherwise no longer occupy the space leased. Yearly negotiations or review for office lease costs will be conducted by a designee of the Executive Director.

B. Whenever possible, leases will correspond to the program year (July-June)

C. Long term leases of equipment over $5,000 will include a cost benefit analysis to be completed by the person arranging for the lease. Agency procurement procedures will be followed in the letting of long term equipment leases as it is followed for the purchase of equipment.

D. Originals of all equipment leases will be maintained in the Fiscal Department. The Fiscal staff will review each lease and insure payment compliance before making payments on leases. The Controller will periodically monitor leases for compliance and accuracy of payments.

E. The Controller will maintain the originals of all office leases and will ensure that the Fiscal staff has a copy of each lease to insure proper payment of office space rental. Subleases will also be maintained in the same file.
SECTION 1400 – INSURANCE

PURPOSE OF THESE PROCEDURES

The purpose of these procedures is to ensure that the agency is properly insured against possible liabilities and losses and that funding source rules are followed.

I. PROCEDURES

A. The Executive Director or a designee will do a risk management plan and will evaluate the possibility of losses that could be incurred by the agency. Based on this evaluation of potential risk, the Executive Director shall plan all general insurance coverage. The Controller will review allowable costs in the OMB Circulars as part of the agency risk management plan. Reasonably adequate liability and loss coverage shall be maintained for:
   1. Motor vehicles
   2. Property to include EDP equipment
   3. General liability
   4. Worker's Compensation
   5. Bonding and/or employee dishonesty
   6. Directors and Officers legal liability
   7. Other insurances required by funding sources, the agency or its employees and its Boards in connection with the general conducting of the agencies operations.
   8. Employee Health insurance plans shall be managed by the Executive Director or a designee with the assistance of the Controller.

B. Insurance policies will correspond to the program year (July-June) whenever possible and will be maintained in a file by the Executive Director or the Controller.

C. Insurance policies will be reviewed by the Executive Director on a periodic basis. A Request for Proposal may be sent to insurance providers as policies are up for renewal if feasible. All insurance policies will be reviewed at least every 3 years.

D. Claims for losses against general insurances will be filed and managed by the Executive Director or Controller or a designee as assigned. Insurance claims for Workers Compensation issues will be filed and managed by the Executive Director.

E. Employment insurances such as Long Term Disability, Short Term Disability, Term Life insurances shall be made available to staff as defined in the Personnel manual. The Controller shall maintain all filing for payroll related insurances. Arranging for employee benefit insurance shall be the responsibility of the Executive Director and the Controller.
SECTION 1500 – COST ALLOCATION (Dated 11/29/2010)

PURPOSE OF THESE PROCEDURES

The purpose of these procedures is to communicate the agency philosophy on allocating costs and to show steps taken to ensure that costs are properly allocated to grants and funding sources.

I. GENERAL PHILOSOPHY

A. Bay Area Workforce Development Board has a philosophy of providing administrative and customer support services in direct proportion to the level of benefit needed for each program. The efforts of both the Administrative Staff and the subcontractors are based on the needs of the customers or services to be provided. The organization's major functions are fundamentally the same for all grants it receives. Most services are provided through the One Stop Job Center model. Major sources of Revenues include the Department of Labor and other Federal, State and private funding sources.

B. Costs associated with staff or other expenditures are directly applied to grants or cost objectives whenever those costs can be directly related to the benefiting grants or cost objectives. Costs associated with staff members, as well as other costs that cannot be directly attributed to a particular grant or activity, are assigned to an indirect cost pool prior to allocation to the various program funding sources and cost objectives. The agency organizational chart, see attachment A, and a listing of current grants, see attachment B, are used to determine expenses assigned to the cost pool. Funding source regulations determine which grants can be charged for services of a given cost objective. Cost assignments are intended to measure relative benefit received by a specific grant and cost objective. The primary costs are allocated on an equitable distribution base such as payroll amount. Bay Area Workforce Development Board retains the right to allocate costs based on expenditures during a specific time period; participants served; time allocated to a specific grant or cost objective; dollars spent in a specific grant or activity, or time study or sampling for a specific period.

II. ACCOUNT STRUCTURES

A. Grants are assigned a separate 3-digit prefix number in the accounting system to insure separation by grant of both direct and indirect costs. Grants, with more than one track such as the WIA youth grants and other grants, are entered with a separate prefix per track. Cost objectives are defined and separated by two additional 2-alpha or 2-digit number and are also further defined using 4-digit number assigned general ledger account numbers.

B. Grants are assigned a separate 3-digit prefix number in the accounting system to insure separation by grant of both direct and indirect costs. Grants with more than one track, such as the WIA youth grants and other grants, are entered with a separate prefix per track. Cost objectives are defined and separated by two additional 2-alpha or 2-digit number and are also further defined using 4-digit number assigned general ledger object numbers.
III. ALLOCATING OF COSTS

A. At the close of each month and before the corresponding expenditure reports are submitted to grant sources, indirect pooled costs are distributed relative to benefits received by grants or cost objectives based on identifiable costs such as payroll amount dedicated to a specific grant on a time allocation sheet or by use of other acceptable indirect or direct cost base drivers as stated above. Allowable and unallowable costs as well as direct and indirect costs are determined in accordance with OMB Circular A-122, “Cost Principles for Non-Profit Organizations”. Unallowable costs are separated from allowable costs and are not allocated or direct charged to grants. These costs are directly charged to the General Fund with the approval of the Controller. This cost allocation plan will apply to any Workforce Investment Act or other Federal or State grants from other funding sources that the agency receives.

B. There is one primary indirect cost pool. Other cost pools may be added in isolated projects or subcontracts.

C. The primary indirect cost pool uses payroll amounts by grant as recorded by Bay Area Workforce Development Board staff on the bi-weekly sheets to apply costs relative to the cost pool. These payroll amounts are updated monthly prior to allocation of indirect costs.

D. The primary cost pool is consistently distributed monthly using the accounting system. The time it takes to prepare manual entries to distribute the individual expense line items of the cost pool to the individual expense line items within a cost objective for each benefiting funding source has been shown to be excessive and therefore not cost effective when considering the merits of the results versus the effort required to achieve such results.

   1. The Controller will create and maintain the Allocation maintenance file in relation to the benefits received by grant and grant regulations.

   2. The Controller, or a designee, will create Allocation Accumulation by defining the wages paid date range to be used. Based on the Allocation maintenance file and the Allocation Accumulation period designated, the accounting system will calculate the allocations by General Ledger object number.

   3. The Controller, or a designee, will review each General Ledger account allocation amount, approve the grants to be allocated to and then direct the accounting system to create a journal entry. The journal entries will then be posted to the general ledger.

   4. In the primary indirect cost pool, identified by general fund 000 and account number “8800” will be the “offset” or “zeroing out” accounts to ensure that the fund balance of the indirect cost pool, at the end of each month, is always zero and therefore completely allocated out.

EXAMPLE: 255 - 900 – BR – JC - 6770

255 Adult PY04 grant
900 Administrative Component
BR Brown County
JC Job Center
6770 Miscellaneous

(Fund)     (Component)     (Location)     (Type/subcontractor code)     (General Ledger number)
<table>
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<tr>
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<th>Fund Identifier</th>
<th>Amount</th>
<th>Type</th>
</tr>
</thead>
<tbody>
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<td>DR</td>
</tr>
<tr>
<td>000</td>
<td>000-XXX-XX-XX-8800</td>
<td>$3,000.00</td>
<td>CR</td>
</tr>
</tbody>
</table>
Attachment 27
Bay Area Workforce Development Board
Position Description: EXECUTIVE DIRECTOR

Position Summary

The Executive Director serves as the Chief Executive Officer for the corporation coordinating and overseeing all of the business and affairs of the Bay Area Workforce Development Board. The incumbent shall perform all duties incident to the position and such other duties as may be prescribed by the board.

Duties and Responsibilities

1. Plans, develops and implements policies and strategies of the Bay Area WDB in accordance with the organization’s mission and directives.
   a. Recommends to the board for approval, policies and strategies which will accomplish the mission of the Bay Area WDB.
   b. Reviews existing policies/strategies and recommends changes as needed.
   c. Prepares and presents the annual plan and budget to the board for approval, incorporating programs, goals and objectives of the corporation.
   d. Recommends the organization, coordination and controls required to carry out the mission of the corporation.

2. Recruits, hires, and supervises staff.
   a. Recommends staff performance standards.
   b. Develops, recommends and maintains a competitive staff salary and classification schedule.
   c. Keeps the board informed of staff issues and obtains board ratification for adding positions to the staff.

3. Provides staff assistance to the Bay Area WDB.
   a. Keeps the board informed of activities and progress is achieving strategies.
   b. Provides orientation to new members.

4. Acts on behalf of the board, as directed, in developing relationships and reporting mechanisms with appropriate units of government and private business as these relate to the affairs of the corporation.

Updated March 2014
Attachment 27
Bay Area Workforce Development Board
Position Description: EXECUTIVE DIRECTOR

5. Insures that legal counsel is available for the protection, guidance, and well-being of the corporation. Serves as the Equal Employment Opportunity Officer for the corporation.

6. Represents the board and/or WIA programs at appropriate public meetings, community activities, and business gatherings. Acts, as necessary, to provide appropriate program-level services to One-Stop business and job seeker customers.

7. Performs other related duties as assigned by the Chair of the Bay Area WDB.

Relationship

This is a salaried, exempt position that is directly responsible to the Chair of the Bay Area WDB.

Qualifications

1. Experience in managing strategy development and implementation.

2. Ability to effectively communicate with a variety of persons in both the public and private sectors.

3. Prior experience in leading an organization with an operating budget of at least $2 million.

4. An undergraduate degree in a business-related field is preferred, but equivalent experience will be considered.

5. Must be bondable.

Salary Range

$53,300 - $99,000

Updated March 2014
Attachment 28
WIOA One-Stop Vision

The following, Program Memorandum OCTAE 15-3, was received from the United States Department of Education, Office of Career, Technical, and Adult Education on August 13, 2015.

This memo indicated that the Final WIOA rules pertaining to the “Vision for the One-Stop Delivery System under the Workforce Innovation and Opportunity Act (WIOA),” will be issued in 2016.

Bay Area Workforce Development Board anticipates a new Department of Workforce Development format for WDB / One-Stop Operator Agreements will be issued for implementation along with One-Stop Operator contracts for the new program year beginning July 1, 2016.

See also
Attachment 28A
Example of Current “WDB-One-Stop Operator Agreement”
from the 2014 Modification to the 2013 WIA Local Plan
Attachment 28
WIOA One-Stop Vision

PROGRAM MEMORANDUM OCTAE 15-3

TO: State Directors of Adult Education
    State Directors of Career and Technical Education

FROM: Johan E. Uvin /s/
      Acting Assistant Secretary for
      Career, Technical, and Adult Education

SUBJECT: Vision for the One-Stop Delivery System under the Workforce Innovation and Opportunity Act (WIOA)

DATE: August 13, 2015

1. **Purpose.** This program memorandum lays out the vision for the one-stop delivery system under the Workforce Innovation and Opportunity Act (WIOA) and links to key technical assistance resources to support states and local areas as they integrate this vision into their one-stop delivery system. Separate guidance is also being issued by the Department of Education’s Office of Special Education and Rehabilitative Services and the Department of Labor’s Employment and Training Administration. It was developed in collaboration with these agencies, as well as with the Department of Health and Human Services, Administration for Children and Families.

   WIOA was signed into law on July 22, 2014. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. WIOA supersedes titles I and II of the Workforce Investment Act of 1998 (WIA) and amends the Wagner-Peyser Act and the Rehabilitation Act of 1973.

   The Departments of Labor and Education published a set of proposed regulations for implementing WIOA in five Notice of Proposed Rulemaking (NPRMs) documents. These NPRMs were open for public comment until June 15, 2015, and thousands of comments were received by both Departments. The federal agencies will review, analyze, consider, and respond to the comments received. The Final WIOA rules will be issued in 2016.

2. **References.** See Attachment I.

3. **Background.** The vision for the one-stop delivery system contained in this program memorandum reflects the long-standing and ongoing work of dedicated workforce professionals around the country to align a wide range of publicly and privately funded education, employment, and training programs, while also providing high-quality customer service to job seekers, workers, and businesses through the one-stop delivery system.
Attachment 28

WIOA One-Stop Vision

The creation of one-stop centers (currently branded as American Job Centers) was a cornerstone of WIA when it passed in 1998. In the years between the passage of WIA and WIOA — and longer for those communities that piloted one-stop centers under the Job Training Partnership Act of 1982 — the workforce system has tested a variety of approaches to maximize the benefits of one-stop centers to its direct customers and their communities.

In the last 10 years, technological advancements have opened up new avenues of service delivery, and the increased availability of evidence-based models has strengthened our shared understanding of the best of these approaches. In addition, the Obama Administration worked intensively with federal agencies in 2013 and 2014 to reform federal employment, education, and training programs to create a more integrated, job-driven service delivery system. A job-driven service delivery system is one that results in linking our nation’s diverse talent with employers and businesses. As a result of this work, one-stop centers continue to be a valued community resource, known both locally and nationally as an important source of assistance for those looking for work or workers, and those looking for opportunities to grow their careers.

WIOA recognizes the value of the one-stop delivery system and provides the workforce system with important tools to enhance the quality of its one-stop centers. The law strengthens the ability of States, regions, and local areas to align investments in workforce, education, and economic development to regional in-demand jobs. It also places greater emphasis on achieving results for job seekers, workers, and businesses. Finally, it reinforces the partnerships and strategies necessary for one-stop centers to provide job seekers and workers with the high-quality career services, education and training, and supportive services they need to obtain good jobs and stay employed; and to help businesses find skilled workers and access other supports, including education and training for their current workforce.

Since the one-stop delivery system was established, technology has made lasting changes to our economy and society. Mobile workers and businesses with regional and national footprints that cross municipal borders are much more common. For that reason, there is an increased customer demand for consistent, high-quality education, employment, and training services across the country. The passage of WIOA supports the workforce system in meeting that demand, and the adoption of a national vision for the one-stop delivery system and its one-stop centers is an important first step in that work.

4. **Vision for the One-Stop Centers under WIOA.** The publicly funded workforce system envisioned by WIOA is quality-focused, employer-driven, customer-centered, and tailored to meet the needs of regional economies. It is designed to increase access to, and opportunities for, the employment, education, training, and support services that individuals need to succeed in the labor market, particularly those with barriers to employment. It aligns workforce development, education, and economic development programs with regional economic development strategies to meet the needs of local and regional employers, and provide a comprehensive, accessible, and high-quality workforce development system. This
is accomplished by providing all customers access to high-quality one-stop centers that connect them with the full range of services available in their communities, whether they are looking to find jobs, build basic educational or occupational skills, earn a postsecondary certificate or degree, or obtain guidance on how to make career choices, or are businesses and employers seeking skilled workers.

Under WIOA, partner programs and entities that are jointly responsible for workforce and economic development, educational, and other human resource programs collaborate to create a seamless, customer-focused one-stop delivery system that integrates service delivery across all programs and enhances access to the programs’ services. The one-stop delivery system includes six core programs (Title I adult, dislocated worker, and youth programs; Title II adult education and literacy programs; Title III Wagner-Peyser program; and Title IV vocational rehabilitation program), as well as other required and optional partners identified in WIOA. Through the one-stop centers, these partner programs and their service providers ensure that businesses and job seekers — a shared client base across the multiple programs identified above — have access to information and services that lead to positive employment outcomes. Under WIOA, one-stop centers and their partners:

- provide job seekers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages;
- provide access and opportunities to all job seekers, including individuals with barriers to employment, such as individuals with disabilities, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;
- enable businesses and employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce;
- participate in rigorous evaluations that support continuous improvement of one-stop centers by identifying which strategies work better for different populations; and
- ensure that high-quality integrated data inform decisions made by policymakers, employers, and job seekers.

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1 In addition to the core programs, required partners include the Senior Community Service Employment Program; job counseling, training, and placement services for veterans authorized under chapter 41 of title 38; career and technical postsecondary education programs authorized under the Carl D. Perkins Career and Technical Education Act of 2006; Trade Adjustment Assistance Programs; employment and training activities carried out under the Community Services Block Grant; U.S. Department of Housing and Urban Development (HUD) employment and training programs; Unemployment Compensation programs; programs authorized under the Second Chance Act of 2007, Section 212 (reintegration of ex-offenders); and programs authorized under the Social Security Act Title IV, Part A (TANF), unless the Governor determines that TANF is not a required partner.

Optional partners may include, with the approval of the local board and chief elected officials, the U.S. Social Security Administration (SSA) employment and training program (i.e. Ticket to Work programs); Supplemental Nutrition and Assistance Program (SNAP) employment and training programs; the Vocational Rehabilitation Client Assistance Program; National and Community Service Act Programs; and other employment, education, or training programs such as those operated by libraries or in the private sector.
The management of the one-stop delivery system is the shared responsibility of States, local boards, elected officials, the core WIOA partners, other required partners, and one-stop center operators. The Departments encourage all of these entities to integrate the characteristics below into their work, including developing state, regional, and local strategic plans; establishing one-stop center certification criteria; examining the state, regional, and local footprint of one-stop centers; conducting competitions for selecting one-stop center operators; developing local Memoranda of Understanding (MOUs); updating other one-stop center policies and procedures; and operating and delivering services through the one-stop centers.

5. **Characteristics of a High-Quality One-Stop Center**. The characteristics identified below, consistent with the purpose and authorized scope of each of the programs, are designed to reflect elements that the Departments believe contribute to a high-quality one-stop delivery system. They demonstrate the spirit and intent of WIOA, and the Departments believe they will strengthen the successful integration and implementation of partner programs in one-stop centers. For clarity and readability the characteristics have been grouped into three functional categories: (a) Customer Service; (b) Innovation and Service Design; and (c) Systems Integration and High-Quality Staffing.

a. **One-Stop Centers Provide Excellent Customer Service to Job Seekers, Workers, and Businesses**. Meeting the needs of job seekers, workers, and businesses is important in developing thriving communities where all citizens succeed and businesses prosper. High-quality one-stop centers:

- **Reflect a welcoming environment to all customer groups who are served by the one-stop centers**. All one-stop center staff are courteous, polite, responsive, and helpful to job seekers, businesses, and others who visit the one-stop centers, either in person or by telephone or e-mail. Moreover, one-stop center staff are sensitive to the unique needs of individuals with disabilities and are prepared to provide necessary accommodations.

- **Develop, offer, and deliver quality business services** that assist specific businesses and industry sectors in overcoming the challenges of recruiting, retaining, and developing talent for the regional economy. To support area employers and industry sectors most effectively, one-stop center staff identify and have a clear understanding of industry skill needs, identify appropriate strategies for assisting employers, and coordinate business services activities across one-stop center partner programs, as appropriate. This includes the incorporation of an integrated and aligned business services strategy among one-stop center partners to present a unified voice for the one-stop center in its communications with employers. Additionally, one-stop centers use the forthcoming performance measure(s) on effectiveness in serving employers to support continuous improvement of these services.
Attachment 28
WIOA One-Stop Vision

- **Improve the skills of job seeker and worker customers.** One-stop centers offer access to education and training leading to industry-recognized credentials through the use of career pathways, apprenticeships, and other strategies that enable customers, including those with disabilities, to compete successfully in today’s global economy. They provide businesses with access to the quantity and quality of talent they need and support upskill/backfill strategies that expand job opportunities in the community.

- **Create opportunities for individuals at all skill levels and levels of experience** by providing customers, including those with disabilities, as much timely, labor market, job-driven information and choice as possible related to education and training, careers, and service delivery options, while offering customers the opportunity to receive both skill-development and job placement services.

- **Provide career services that motivate, support, and empower customers.** including individuals with disabilities, to make informed decisions based on local and regional economic demand and effectively attain their personal employment and education goals.

- **Value skill development** by assessing and improving each individual’s basic, occupational, and employability skills.

b. **One-Stop Centers Reflect Innovative and Effective Service Design.** High-quality one-stop centers:

- **Use an integrated and expert intake process for all customers entering the one-stop centers.** Frontline staff are highly familiar with the functions and basic eligibility requirements of each program, and can appropriately assist customers and make knowledgeable referrals to partner programs, as needed and as appropriate given the authorized scope of the program.

- **Design and implement practices that actively engage industry sectors** and use economic and labor market information, sector strategies, career pathways, Registered Apprenticeships, and competency models to help drive skill-based initiatives.

- **Balance traditional labor exchange services with strategic talent development** within a regional economy. This includes use of market-driven principles and labor market information that help to define a regional economy, its demographics, its workforce and its assets and gaps in skills and resources.
• **Ensure meaningful access to all customers.** One-stop centers must be physically and programmatically accessible to all customers, including individuals with disabilities. In so doing, one-stop centers use principles of universal design and human-centered design, such as flexibility in space usage; the use of pictorial, written, verbal, and tactile modes to present information for customers with disabilities or limited English proficiency; providing clear lines of sight to information for seated or standing users; providing necessary accommodations; and providing adequate space for the use of assistive devices or personal assistants. One-stop centers use assistive technology and flexible business hours to meet the range of customer needs.

• **Include both virtual and center-based service delivery** for job seekers, workers, and employers. Both methods of delivery support the talent needs of the regional economy, although each may better serve different customers with different levels of service needs at any given time. The one-stop delivery system can expand its reach by delivering robust virtual services and increasing the accessibility of those services through community partners, such as libraries, community and faith-based organizations, and other partners.

• **Incorporate innovative and evidence-based delivery models** that improve the integration of education and training, create career pathways that lead to industry-recognized credentials, encourage work-based learning, and use state-of-the-art technology to accelerate learning and promote college and career success.

c. **One-Stop Centers Operate with Integrated Management Systems and High-Quality Staffing.** High-quality one-stop centers:

• **Reflect the establishment of robust partnerships among partners.** The one-stop center operator facilitates an integrated, co-located partnership that seamlessly incorporates services of the core partners and other one-stop center partners.

• **Organize and integrate services by function** (rather than by program) when permitted by a program’s authorizing statute and as appropriate, and by coordinating staff communication, capacity building, and training efforts. Functional alignment includes having one-stop center staff who perform similar tasks serve on relevant functional teams, e.g. Skills Development Team, Business Services Team. Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program.

• **Develop and maintain integrated case management systems** that inform customer service throughout the customer’s interaction with the integrated system and allow information collected from customers at intake to be captured once. Customer information is properly secured in accordance with personally identifiable information guidelines, and facilitated as appropriate, with the necessary memoranda.
of understanding or other forms of confidentiality and data sharing agreements, consistent with federal and state privacy laws and regulations. Data, however, would be shared with other programs, for those programs’ purposes, within the one-stop system only after the informed written consent of the individual has been obtained, where required.

- **Develop and implement operational policies** that reflect an integrated system of performance, communication, and case management, and use technology to achieve integration and expanded service offerings.

- **Use common performance indicators** to ensure that federal investments in employment and training programs are evidence-based, labor market driven, and accountable to participants and taxpayers. Center performance is transparent and accountable to the communities and regions served; data entry staff are trained and understand the importance of data validation, data collection processes, and the importance of accurate reporting.

- **Train and equip one-stop center staff** in an ongoing learning process with the knowledge, skills, and motivation to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery. Center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. Cross-training allows staff from differing programs to understand every program and to share their expertise about the needs of specific populations so that all staff can better serve all customers. Center staff are routinely trained and are keenly aware as to how their particular function supports and contributes to the overall vision of the local board.

- **Staff the center with highly trained career counselors**, skilled in advising job seekers of their options, knowledgeable about local labor market dynamics, aware of available services inside and outside the one-stop center, and skilled in developing customers’ skills for employment success.

6. **Resources.** Along with the resources provided at the WIOA collections page at [http://wioa.workforce3one.org](http://wioa.workforce3one.org), the following technical assistance tools are currently available as part of the Departments’ ongoing effort to support state and local areas in the adoption of the vision for the one-stop centers under WIOA.

a. **Provide Excellent Customer Service to Job Seekers, Workers, and Employers.**

   - **Opening Doors for Everyone:** Providing Outstanding Customer Service at One-Stop Career Centers: ‘This toolkit is designed to provide one-stop center staff members an enhanced level of comfort when providing service to customers with a diverse array of backgrounds and needs.

   [https://wioa.workforce3one.org/view/2001501480321360042/info](https://wioa.workforce3one.org/view/2001501480321360042/info)
Attachment 28

WIOA One-Stop Vision

- **Expanding Business Engagement:** WIOA makes significant changes to the nation’s workforce development system, expressly incorporating the sector strategies approach throughout and requiring regional planning and alignment with local labor market needs for in-demand sectors and occupations. The Expanding Business Engagement (EBE) - Technical Assistance (TA) Initiative will support the strategic planning and implementation of revitalized or enhanced business engagement activities within states, regions, and local areas.
  [http://businessengagement.workforce3one.org/](http://businessengagement.workforce3one.org/)

b. Reflect Innovative and Effective Service Design.

- **One-Stop Service Design:** The resources section contains a variety of curated technical assistance tools, best practices, replicable models, implementation plans, recorded webinars, videos, research documents, and data reports to support innovative and effective one-stop center service design.

- **Legacy Disability Training: Understanding Disability:** The purpose of this introductory course is to provide practical learning experience toward acquiring the knowledge and skills needed to provide quality workforce development services to persons with disabilities.
  [https://wioa.workforce3one.org/view/4011507054815454755/info](https://wioa.workforce3one.org/view/4011507054815454755/info)

c. Integrated Administrative Systems and High-Quality Staffing.

- **Integrated Service Delivery Toolkit:** This toolkit provides ideas, strategies, and resources for integrating service delivery in the public workforce system.
  [https://wioa.workforce3one.org/view/2001508963127430705/info](https://wioa.workforce3one.org/view/2001508963127430705/info)

- **Effective Case Management:** This site contains resources and tools designed to help system administrators, local leaders, and staff to support high-quality case management in the workforce system.
  [https://effectivecasemanagement.workforce3one.org/index.aspx](https://effectivecasemanagement.workforce3one.org/index.aspx)

d. Other One-Stop Vision Technical Assistance Tools.

- **One-Stop Career Centers Fact Sheet:** Provides highlights of WIOA reforms for one-stop centers.
  [https://wioa.workforce3one.org/view/2001507734890961606/info](https://wioa.workforce3one.org/view/2001507734890961606/info)

- **Quick Start Action Plan (QSAP) for One-Stop Centers:** An interactive, self-paced assessment tool designed to help leaders at all levels of the public workforce system prepare for implementation of WIOA. The QSAP helps identify areas of strength and focused areas for improvement in a state or local workforce system and connects to
targeted resources that can help leaders to prepare and plan effectively.
http://qsap.workforce3one.org/page/planner/OneStop/Questionnaire

7. **Action Requested.** As WIOA core programs and partners at the state and local level implement WIOA in program year 2015, the Departments encourage states to adopt this vision and build it into the policies and procedures related to the management of the one-stop delivery system. This includes developing regional, and local strategic plans; establishing certification criteria for one-stop centers and the one-stop delivery system; examining the state, regional, and local footprint of one-stop centers; conducting competitions for selecting one-stop center operators; developing the local MOU; and updating other one-stop center policies and procedures.
Attachment I - References for the One-Stop Vision

- WIOA (Pub. L. 113-128);
- WIA (Pub. L. 105-220), Title I;
- TEGL No. 3-14, Implementing a Job-Driven Workforce System, July 30, 2014;
- TEN No. 5-14, WIOA Announcement and Initial Informational Resources, July 22, 2014;
- TEN No. 6-14, Information for Stakeholder Engagement for Workforce Innovation and Opportunity Act Implementation, August 15, 2014;
- TEGL No. 12-14, Allowable Uses and Funding Limits of WIA Program Year 2014 Funds for Workforce Innovation and Opportunity Act Transitional Activities, October 28, 2014;
- TEGL No. 15-14, Implementation of the New Uniform Guidance Regulations, December 19, 2014;
- TEGL No. 19-14, Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act dated February 19, 2015
  http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7353; and
- Notice of Proposed Rulemaking (NPRM) with the Departments of Education and Labor. Programs and Activities Authorized by the Adult Education and Family Literacy Act; (Title II of the Workforce Innovation and Opportunity Act). Pages 20967-20987 [FR DOC# 2015-5540] (Education only).
- Notice of Proposed Rulemaking (NPRM) with the Departments of Education and Labor. State Vocational Rehabilitation Services Program; State Supported Employment Services Program; Limitations on Use of Subminimum Wage; Pages 21059-21146 [FR DOC# 2015-05538] (Education only).
- Notice of Proposed Rulemaking (NPRM) with the Departments of Education and Labor. Workforce Innovation and Opportunity Act, Miscellaneous Program Changes; Pages 20988-21058 [FR DOC# 2015-05535] (Education only).
Attachment 28A
Memorandum of Understanding
Pursuant to the Workforce Investment Act of 1998
For the Bay Central Comprehensive Job Center

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

   a. The Bay Area Workforce Board or BAWDB
      317 W. Walnut St. Green Bay WI, 54303
      James Golembeski 920-431-4102
      920-431-4101 jgolembeski@bayareawdb.org

   b. James Barlow– Chief Local Elected Official
      125 Arlington Ave. Algoma, WI 54201 920-487-3783
      algomadude@aol.com

   c. Bay Area Central Job Center Management Team is the One Stop Operator
      Serving Brown, Door, Kewaunee, and Oconto Counties
      701 Cherry Street, Green Bay, WI 54301

DWD Job Service
701 Cherry Street, Green Bay, WI 54301
Brian Pelon - (920) 448-6772
(920) 448-5013 brian.pelon@dwd.wisconsin.gov

Northeast Wisconsin Technical College (NWTC)
2740 West Mason Street, Green Bay, WI 54307
Amber Michaels – (920) 498-6951
(920) 498-6370 amber.michaels@nwtc.edu

Forward Service Corporation (FSC)
1402 Pankratz St., Ste 101, Madison, WI 53704
Marcia Christiansen – (608) 268-2251
(608) 244-1633 mchristiansen@fsc-corp.org

Women’s Employment Project (WEP)
1300 Egg Harbor Road, Ste 124, Sturgeon Bay, WI 54235
Mavis Arnold – (920) 743-7273 x107
(920) 743-4504 marnold@doorcountyjobcenter.org

DWD DVR
701 Cherry Street, Green Bay, WI 54301
Anna Eggebrecht – (920) 448-5272
(920) 448-5266 anna.eggebrecht@dwd.wisconsin.gov

Oconto County Human Services (OCDH&HS)
501 Park Ave – Courthouse, Oconto, WI 54153
Penny Helmlle – (920) 834-7026
(920) 834-6889 penny.helmle@co.oconto.wi.us

Example of Current “WDB-One-Stop Operator Agreement”
from the 2014 Modification to the 2013 WIA Local Plan
Attachment 28A
Memorandum of Understanding
Pursuant to the Workforce Investment Act of 1998
For the Bay Central Comprehensive Job Center

NEWCAP, Inc.
701 Cherry Street, Green Bay, WI 54301
Lynn Ratzburg – (920) 448-7205
(920) 448-5013 lynnratzburg@newcap.org

N.E.W. Curative Rehabilitation
PO Box 8027, Green Bay, WI 54308-8027
Deb Buckley – (920) 468-1161
No fax dbuckley@newcurative.org

Family Services of Northeast Wisconsin (FS)
300 Crooks Street, Green Bay, WI 54301
Meika Burnikel – (920) 436-4360 x1267
(920) 438-1773 mburnikel@familyservicesnew.org

DWD Veteran’s Program
701 Cherry Street, Green Bay, WI 54301
Brian Marquardt – (920) 448-6778
(920) 448-5013 brian.marquardt@dwd.wisconsin.gov

Unemployment Insurance
Division of Unemployment Insurance
2900 N. Mason St. Suite A., Appleton, WI 54914
Laurie Chamberlain
Laurie.chamberlain@dwd.gov

d. and e.
See item c. above, the partners are the One Stop Operator also known as the Job Center Management Team.

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

2. Duration, Dispute Resolution, Withdrawal, Amendment and Severability

a. Duration: This MOU shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), otherwise by action of law, or in accordance with this section.

b. Dispute Resolution: The process for dispute resolution should describe the following: a) Withdrawal from the MOU – length of notice required before withdrawal; process for notifying all parties; and detail on what does remain in effect if any partner withdraws; b) Resolution of disputes; c) Amendment of the MOU; and d) Severability of the MOU. Attachment B of the 2014 Modification to WDA 5’s 2013 WIA Plan

c. Withdrawal: Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 120 calendar days in advance of the effective withdrawal date.
Attachment 28A
Memorandum of Understanding
Pursuant to the Workforce Investment Act of 1998
For the Bay Central Comprehensive Job Center

1. Notice of withdrawal shall be given to all parties at the addresses shown in Section 1 of this MOU, and to the contact persons so listed, considering any information updates received by the parties pursuant to Section 1.

2. Should any Job Center Partner withdraw, the MOU shall remain in effect with respect to other remaining Job Center Partners until the MOU is renegotiated.

3. Any failure to execute an MOU between a local WDB and a required partner must be reported to the Governor or State Board. In addition, any local area in which a local WDB has failed to execute an MOU with all of the required partners is not eligible for State incentive grants.

d. **Amendments:** The MOU may be amended at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties.

e. **Severability:** If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force.

3.) Other provisions.

a. Any partner that delivers service to business shall participate in the development and implementation of the *Comprehensive Job Center’s Business Services Plan* and the Business Services Team.

b. Any other provisions as determined locally.

4.) Attachments:

a. Attach other documents that are references in this MOU. See attachment 1 to this MOU.

b. Authority and Signatures

**STATEMENT OF WORK**

**Management Team/One Stop Operator**

The Bay Area Central Management Team as the One Stop Operator will provide all the required services of the One Stop Operator for the counties of Brown, Door, Oconto, and Kewaunee. As the One Stop Operator the Bay Area Central Management Team agrees to provide the following roles/responsibilities:

1. Designate the job center fiscal agent.
2. Design, implement, and monitor the core services.
3. Maintain oversight of the business services team.
4. Submit the job center bi-annual plan and contract with the Bay Area Workforce Development Board for WIA and core services.

Example of Current “WDB-One-Stop Operator Agreement”
from the 2014 Modification to the 2013 WIA Local Plan
Attachment 28A
Memorandum of Understanding
Pursuant to the Workforce Investment Act of 1998
For the Bay Central Comprehensive Job Center

5. Be responsible for the Baldrige Continuous Improvement Process.
6. Provide oversight of the performance of the WIA Title I Adult, Dislocated Worker, Older Youth service providers.
7. Prepare and submit the budgets for core service provision, reception area, resource room(s), computer labs and other universal services.
8. Provide Rapid Response and Worker Orientation sessions for small dislocations.
9. Review, revise, and implement the business plan.
10. The Management Team or a designee of it will evaluate the WIA Title I service provider(s) and fiscal agent(s) annually. This internal review will be submitted to the Program Operations Manager of the board.
11. All Job Center partners will provide service data and overall grant performance of their program to the Management Team semi-annually.
12. The Management Team will maintain an open line of communication between the line staff and the team. Line staff will be involved in the review process of the core services.

The team will develop an operations agreement that will include all the partners’ contribution to the core service operations, funding of core services and staffing of core service areas.

Job Center Core / Operations

The Bay Area Central Job Center will maintain a resource area that is open to the general population. Resource room services will provide labor market information, career counseling, pre-employment and post-employment services, basic skill remediation, GED/HSED preparation, financial literacy, basic computer skills training, pre-screening for partner services, employer services, 21st century skills, training, wage/benefit information of local employers and a youth connection area.

The center will meet or exceed all the required Job Center Standards.

WISCONSIN’S JOB CENTER SERVICE STANDARDS

Introduction

The Job Center Service Standards define expectations for serving customers within Job Centers across the State of Wisconsin. The One-Stop Operator is responsible for the Comprehensive Job Centers and their affiliated Access Points of Service (APS) meeting Service Standards. By June 30, 2007, all Comprehensive Job Centers that were certified by the Workforce Development Board in September 2006 will meet all Service Standards. Progress towards meeting Service Standards will be monitored by DWD starting in 2007.

The Service Standards are broadly stated to allow flexibility in regional program design and local implementation of services. The Service Standards state “what” is to be done; it is up to local groups responsible for the planning and implementation of Job Center services to decide “how” local activities will meet the Service Standards.
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For the Bay Central Comprehensive Job Center


Wisconsin Job Centers offer a variety of service points or services to all individuals or businesses. Customers may expect that:

a. The level of service provided will be appropriate to individual customer’s needs and consistent with program requirements.

b. Veterans and qualified spouses shall be given priority over non-veterans in the receipt of any employment, training, and placement services provided in Wisconsin Job Centers.

c. Customers make informed choices, within available services, and are assisted in determining options for services.

d. Services are coordinated across programs and not duplicated, to improve efficiency and service to the customer.

e. Program information is accessible in various delivery formats to ensure understanding by the customer, e.g., oral/written translation services, interpreter services/sign language, etc.

f. Accommodations are made for customers’ special needs (physical and programmatic).

g. Customers receive services through the Job Center system regardless of race, gender, ethnicity, age, or disability status and in accordance with any other legal protections.

h. Customers are treated with respect.

i. Privacy and confidentiality are provided for all customers.

2. Staff Competencies

Staff providing services through Job Centers is trained and demonstrate competence in providing consistent, high quality service to business and job seeker customers to include:

a. Knowledge of available community resources.

b. Knowledge of referral process to all partner programs and services as appropriate for the customer’s needs.

c. Knowledge and assistance with all Job Center tools, technologies, Internet, and computer systems.

d. Knowledge and assistance with special needs and overcoming barriers to employment, as needed. Understands special employment needs of diverse populations.

e. Knowledge of privacy and confidentiality requirements for all customers.

f. Knowledge of customer service techniques including maintaining a professional relationship.

Staff working with customers will demonstrate competence by obtaining National Association of Workforce Development Professionals (NAWDP) certification or equivalent certification. Staff providing WIA Title I and Title III services through the Job Centers will be required to obtain the NAWDP certification or its equivalent certification.

Example of Current “WDB-One-Stop Operator Agreement”
from the 2014 Modification to the 2013 WIA Local Plan
3. **Job Center Effectiveness**

Job Centers will assure continuous improvement, customer satisfaction and effectiveness through the following measures:

a. All customers are served in a timely manner. Each Job Center will decide what it considers a timely manner for customers.
b. Customer satisfaction as measured by regular local surveys.
c. Other continuous improvement models such as Baldrige Express, ISO 9000, Six Sigma, etc.
d. An evaluation created locally to match the standards.

4. **Job Seeker Services Standard**

Each Job Center provides access to:

a. Information on education, employment and training services.
b. Information on local services and potential eligibility, and where the services are available.
c. Information on pre- and post-support services needed to maintain employment.
d. Initial, comprehensive and specialized assessments as appropriate to the customers’ needs and program requirements.
e. Career planning with an emphasis on jobs in the area that provide family-supporting wages and benefits, including nontraditional occupations.
f. Current job openings, the qualifications associated with these openings, and application instructions.
g. Assistance with job search, including resume writing, interviewing, seeking nontraditional employment positions, using labor market information and locating the “hidden job market,” career ladders, and high wage, high demand occupations.
h. Information on the Unemployment Insurance (UI) filing and claims update processes.
i. Financial literacy training such as the wise use of credit and financial asset building, and credit rehabilitation counseling.

5. **Employer – Business Services Standard**

Each Job Center provides the following services to business customers (Note: Some of these services could be for a fee):

a. Assistance with writing job descriptions that accurately describe the position.
b. Assistance to employers in placing job orders to effectively announce job vacancies.
c. Assistance with recruiting qualified job applicants.
d. Access to labor market information and analysis.
e. Employer events such as job fairs.
f. Assistance with planning for workforce expansion or downsizing.
g. Information on retention and post-employment support services for employees.
h. Information on workplace and customized training.
i. Enhanced business services and increased outreach to employers that offer high wage, high growth jobs.

The center partners will establish an employer’s / business service team. The team will design, implement and monitor employer services for the counties served by the Job Center. The team will implement a fee for service activity annually. All employer activities will be coordinated with the Board’s contracted employer representative.

In addition to regular business hours (7:45-4:30) the Job Center will maintain, at a minimum, one day of non-traditional service hours.

Comprehensive Centers that have an APS will evaluate and monitor the APS annually. APS services and site descriptions are included in Attachment 1 of this Statement of Work.

All Comprehensive Centers that have interactive electronic sites will promote the use of the site by Job Center partners. Workshops at a Comprehensive Center will be available to all interactive electronic sites.

The Job Center will utilize the regional website and link any individual sites to the regional site.

All WIA services, procedures and policies will be provided as described in the ASSET User’s Guide and The Bay Area Workforce Development Board Policies/Procedures.

The partners will provide Core, Intensive and training services as allowed by their funding source. The job center management team’s contract provides specific statement of work for each job center. See Bay Central attachment 1 to this MOU. The statement of work is based on the job center operations plan that each management team submits to the Bay Area Board every two years.

Describe:

a) The services/functions provided at each Comprehensive Job Center. See attached service charts for Bay Area Central and Door APS.

b) The Core services provided by each partner per their respective program/funding at Comprehensive Job Center, and the arrangements for providing those services. Service charts are attached for core services.

a) The Intensive and Training services provided by each partner, where appropriate, at each Comprehensive Job Center. See attached service charts.
## Memorandum of Understanding

Pursuant to the Workforce Investment Act of 1998  
For the **Bay Central Comprehensive Job Center**

### Core Services  
(Self or Informational)

<table>
<thead>
<tr>
<th>Core Service</th>
<th>Job Center</th>
<th>Bay Area Central Center</th>
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<tbody>
<tr>
<td>Eligibility Screening</td>
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<tr>
<td>Info on Assessment Services</td>
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<td>Information on Career Counseling Services</td>
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<td>Info on Demand Occupations</td>
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<td>Information on Vocational Guidance Services</td>
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<td>Job Placement Info</td>
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<td>Other Self-Service</td>
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<td>Basic Skills / GED Prep</td>
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<td>UI Compensation Info</td>
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<td>Job Center Labs/Seminars</td>
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Example of Current “WDB-One-Stop Operator Agreement”  
from the 2014 Modification to the 2013 WIA Local Plan
#### Core Services (Staff Assisted)

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<th>Core Service</th>
<th>Job Center</th>
<th>Bay Area Central Center</th>
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<tr>
<td>Assisted Job Search &amp; Placement</td>
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<td>Wagner/Peyser</td>
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<td>Customer Specific LMI</td>
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<td>DOC-CDP Job Placement</td>
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<td>TAA</td>
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<tr>
<td>Follow-Up Services</td>
<td>Yes/No</td>
<td>DVR</td>
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<tr>
<td>Incumbent Worker Services</td>
<td>Yes/No</td>
<td>Carl Perkins (Tech College)</td>
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<tr>
<td>Initial Assessment</td>
<td>Yes/No</td>
<td>W2</td>
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<td>Job Development</td>
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<td>Job Referral</td>
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<td>Referral to Job Center Programs</td>
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<td>Resume Development</td>
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<td>Testing - Interest</td>
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Example of Current “WDB-One-Stop Operator Agreement” from the 2014 Modification to the 2013 WIA Local Plan
**Attachment 28A**

**Memorandum of Understanding**

**Pursuant to the Workforce Investment Act of 1998**

**For the Bay Central Comprehensive Job Center**

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### Intensive Services

<table>
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<tr>
<th>Intensive Service</th>
<th>Yes/No</th>
<th>Wagner/Peyser</th>
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<th>TAA</th>
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<td>Basic Skills or Literacy Activities</td>
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</table>

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<table>
<thead>
<tr>
<th>Training Service</th>
<th>Yes/No</th>
<th>Wagner/Peyser</th>
<th>WIA Title I</th>
<th>TAA</th>
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<td>Federal Training (VETS)</td>
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For the Bay Central Comprehensive Job Center

**Supportive Services**

<table>
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<tr>
<th>Supportive Service</th>
<th>Yes/No</th>
<th>Wagner/Peyser</th>
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Example of Current “WDB-One-Stop Operator Agreement”
from the 2014 Modification to the 2013 WIA Local Plan
**Attachment 28A**  
**Memorandum of Understanding**  
**Pursuant to the Workforce Investment Act of 1998**  
**For the Bay Central Comprehensive Job Center**

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Example of Current “WDB-One-Stop Operator Agreement”  
from the 2014 Modification to the 2013 WIA Local Plan
Attachment 28A
Memorandum of Understanding
Pursuant to the Workforce Investment Act of 1998
For the Bay Central Comprehensive Job Center

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Example of Current “WDB-One-Stop Operator Agreement”
from the 2014 Modification to the 2013 WIA Local Plan
## Memorandum of Understanding
**Pursuant to the Workforce Investment Act of 1998**

For the Bay Central Comprehensive Job Center

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### Job Center

Example of Current “WDB-One-Stop Operator Agreement”
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Attachment 28A
Memorandum of Understanding
Pursuant to the Workforce Investment Act of 1998
For the **Bay Central Comprehensive Job Center**

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Example of Current “WDB-One-Stop Operator Agreement”
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# Memorandum of Understanding

Pursuant to the Workforce Investment Act of 1998

For the **Bay Central Comprehensive Job Center**

## Intensive Services

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Example of Current “WDB-One-Stop Operator Agreement” from the 2014 Modification to the 2013 WIA Local Plan
**Attachment 28A**

**Memorandum of Understanding**

**Pursuant to the Workforce Investment Act of 1998**

**For the Bay Central Comprehensive Job Center**

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Example of Current “WDB-One-Stop Operator Agreement”
from the 2014 Modification to the 2013 WIA Local Plan
## Attachment 28A
### Memorandum of Understanding
Pursuant to the Workforce Investment Act of 1998
For the Bay Central Comprehensive Job Center

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Example of Current “WDB-One-Stop Operator Agreement”
from the 2014 Modification to the 2013 WIA Local Plan
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Attachment 28A
Memorandum of Understanding
Pursuant to the Workforce Investment Act of 1998
For the Bay Central Comprehensive Job Center

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Example of Current “WDB-One-Stop Operator Agreement” from the 2014 Modification to the 2013 WIA Local Plan
# Attachment 28A

**Memorandum of Understanding**

Pursuant to the Workforce Investment Act of 1998

For the Bay Central Comprehensive Job Center

---

## Core Services

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<th>Core Service</th>
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<th>Carl Perkins (Tech College)</th>
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Example of Current “WDB-One-Stop Operator Agreement”

from the 2014 Modification to the 2013 WIA Local Plan
## Attachment 28A

**Memorandum of Understanding**

**Pursuant to the Workforce Investment Act of 1998**

**For the Bay Central Comprehensive Job Center**

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Example of Current “WDB-One-Stop Operator Agreement” from the 2014 Modification to the 2013 WIA Local Plan
Memorandum of Understanding
Pursuant to the Workforce Investment Act of 1998
For the Bay Central Comprehensive Job Center

### Intensive Services

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- **Example of Current “WDB-One-Stop Operator Agreement”**
  - from the 2014 Modification to the 2013 WIA Local Plan
# Memorandum of Understanding

Pursuant to the Workforce Investment Act of 1998
For the Bay Central Comprehensive Job Center

## Training

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Example of Current “WDB-One-Stop Operator Agreement”
from the 2014 Modification to the 2013 WIA Local Plan
attachment 28a
memorandum of understanding
pursuant to the workforce investment act of 1998
for the bay central comprehensive job center

example of current “wdb-one-stop operator agreement”
from the 2014 modification to the 2013 wia local plan

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**Attachment 28A**

**Memorandum of Understanding**

**Pursuant to the Workforce Investment Act of 1998**

**For the Bay Central Comprehensive Job Center**

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<th>Other Partner Program Participation</th>
<th>Job Center</th>
<th>DOOR COUNTY APS</th>
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<td>Children First</td>
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<td>Door County Economic Development Housing Grant WHEDA</td>
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<td>Department of Corrections</td>
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<td>Core &amp; Intensive services for inmates</td>
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<td>Department of Housing &amp; Urban Development</td>
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<td>Close collaboration for emergency housing issues in tandem w/DV agency and Social Services via Salvation Army funds</td>
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<td>FoodShare Employment &amp; Training</td>
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<td>On site Case Management/intensive and core services provided</td>
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<td>Job Corps (WIA Title 1-C)</td>
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<td>Annual/semi-annual presentation on the program, public welcome</td>
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<td>Migrant &amp; Seasonal Farm Worker Programs</td>
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<td>Hispanic Resource Center – escorts applicants to Job Center for info and will provide interpreting services for same</td>
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<td>Department of Social Services, Senior Resource Center, Red Cross bus, WETAP via WEP</td>
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Example of Current “WDB-One-Stop Operator Agreement”
from the 2014 Modification to the 2013 WIA Local Plan
## Attachment 28A  
Memorandum of Understanding  
Pursuant to the Workforce Investment Act of 1998  
For the Bay Central Comprehensive Job Center

### Youth Services

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**Example of Current “WDB-One-Stop Operator Agreement”**  
from the 2014 Modification to the 2013 WIA Local Plan
## Attachment 28A

**Memorandum of Understanding**

**Pursuant to the Workforce Investment Act of 1998**

**For the Bay Central Comprehensive Job Center**

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<tr>
<td>Unsubsidized Employment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work Readiness</td>
<td>YES</td>
<td></td>
</tr>
</tbody>
</table>
6) Costs of Services and Operating Costs for the Job Center System

   a. Each partner is responsible for the payment of space occupied by their staff. Common space is
      funded through a cost allocation based on the space occupied by staff. Core receptionist services
      are funded jointly by the partner for one position and by WIA Title 1 for another position. Core
      services are jointly staffed by the partners and WIA Title 1.

7) Methods for Referral of Individuals between One-Stop Operator and the Job Center Partners and
    between the Job Center Partners

   a. In the Bay Area the One Stop Operator and Job Center Partners are one in the same entities. The
      partners share a referral/release of information for the referral and joint provision of services.
      This process limits the duplication of services.

8) Duration, Dispute Resolution, Withdrawal, Amendment and Severability

   a. **Duration:** This MOU shall remain in effect until terminated by the repeal of the *Workforce
      Investment Act of 1998* (WIA), otherwise by action of law, or in accordance with this section.

   b. **Dispute Resolution:** The process for dispute resolution should describe the following: a) Withdrawal
      from the MOU – length of notice required before withdrawal; process for notifying all parties; and detail
      on what does remain in effect if any partner withdraws; b) Resolution of disputes; c) Amendment of the
      MOU; and d) Severability of the MOU.

   c. **Withdrawal:** Any party may withdraw from this MOU by giving written notice of intent to
      withdraw at least 120 calendar days in advance of the effective withdrawal date.

      1. Notice of withdrawal shall be given to all parties at the addresses shown in Section 1 of this
         MOU, and to the contact persons so listed, considering any information updates received by
         the parties pursuant to Section 1.

      2. Should any Job Center Partner withdraw, the MOU shall remain in effect with respect to
         other remaining Job Center Partners until the MOU is renegotiated.

      3. Any failure to execute an MOU between a local WDB and a required partner must be
         reported to the Governor or State Board. In addition, any local area in which a local WDB
         has failed to execute an MOU with all of the required partners is not eligible for State
         incentive grants.

d. **Amendments:** The MOU may be amended at any time by written agreement of the parties.
   Assignment of responsibilities under this MOU by any of the parties shall be effective upon
   written notice to the other parties.

e. **Severability:** If any part of this MOU is found to be null and void, or is otherwise stricken, the
   rest of this MOU shall remain in force.

Example of Current “WDB-One-Stop Operator Agreement”
from the 2014 Modification to the 2013 WIA Local Plan
9.) Other provisions.

   a. Any partner that delivers service to business shall participate in the development and implementation of the *Comprehensive Job Center’s Business Services Plan* and the Business Services Team.

   b. Any other provisions as determined locally.

10.) Attachments:

   a. Attach other documents that are references in this MOU. See attachment 1 to this MOU.

11.) Authority and Signatures

The individuals signing below have the authority to commit the party they represent to the terms of the MOU, and do so commit by signing below. Each signatory also agrees to work towards Job Center system measures and program performance measures.

The signatures are on the original plan document sent to DWD.

FOR THE *Bay Area Workforce Development Board*

[Signature] 10/4/2011

James Golembeski – Executive Director  
Date

FOR THE *Chief Local Elected Official*

[Signature] 11-10-11

Don Markwardt – Chief Local Elected Official  
Date

FOR THE *Northeast Wisconsin Technical College*

[Signature] 10-14-11

Amber Michaels, Student Support Services Manager  
Date
FOR THE Forward Service Corporation
Marcia Christiansen, Chief Executive Officer
Date

FOR THE Women’s Employment Project
Mavis Arnold, Executive Director
Date

FOR THE N.E.W. Curative Rehabilitation
Deb Buckley, WIA Supervisor
Date

FOR Family Services of Northeast Wisconsin
Tom Martin, President
Date

FOR THE DWD Veterans
Brian Marquardt, Local Veterans’ Employment Specialist
Date

FOR THE Unemployment Insurance
Lutfi Shamm
Date

Example of Current “WDB-One-Stop Operator Agreement”
from the 2014 Modification to the 2013 WIA Local Plan
Bay Workforce Development Area
Job Center Memoranda of Understanding

February 2013

With the addition of Outagamie County to the Bay Workforce Development Area (Bay WDA) effective October 1, 2012, the Bay Area Local Elected Officials recognize the addition of the Fox Cities Workforce Development Center in Menasha as a comprehensive job center serving Outagamie County for the Bay WDA and reaffirm the existing Memoranda of Understanding for the other comprehensive job centers in the Bay WDA:

**Bay Area Central**
(covering Brown, Door, Kewaunee, Shawano, Menominee counties)

**Bay Area North**
(covering Marinette, Florence and Oconto counties)

**Bay Area East**
(covering Manitowoc County)

**Bay Area South**
(covering Sheboygan County).

As a signatory, the Bay Area Local Elected Officials Board agrees to work toward the achievement of the Bay Area One-Stop System measures and program performance standards.

FOR THE BAY AREA LOCAL ELECTED OFFICIALS

[Signature]

James Barlow, Chair
Bay Area Local Elected Officials Board

[Date]

Example of Current “WDB-One-Stop Operator Agreement”
from the 2014 Modification to the 2013 WIA Local Plan
I. Support Service Eligibility

A. Financial assistance in the form of Supportive Services monies is available to any Participant enrolled in a Workforce Innovation and Opportunity Act (WIOA) service component. This policy applies to:
   - The Adult, Dislocated Worker, and Youth programs under Title I of the WIOA;
   - WIOA special response grants and National Emergency Grants (NEG); and
   - All other grants administered by the Bay Area Workforce Development Board (Bay Area WDB), unless the grant specifically states an alternative support services process.

B. Support Services are provided through a request from the WIOA Career Services Specialist (CSS), with final approval by Bay Area WDB’s Fiscal department.

1. The type and amount of Support Service monies is determined through the Objective Assessment Process and documented on the Participant’s Individual Service Strategy (ISS) / Employability Plan and Manage Assessment tab in ASSET.

C. If a Participant is eligible for W-2, DVR, TAA, or any other program/agency that sponsors supportive services, the Participant is not eligible for WIOA Support Service dollars unless the CSS determines that there is still an unmet need.

D. Veteran’s Priority of Service will be administered in the provision of Support Services.

E. Supportive services are available to Participants who:

   1. Have been identified as in need of Supportive Services and cannot get assistance from other sources, programs or agencies; or

   2. Have the need for Supportive Services identified on the ISS and in ASSET; or

   3. Are participating in Intensive Career or Training Services approved by the Bay Area WDB Fiscal Department; or

   4. Is a youth participating in youth services other than design framework; or

   5. Is unable to obtain Support Services themselves through other community sources, programs, or job center partner services.

F. Support services will not be available for:
   - Business capitalization
Bay Area WDB
SUPPORT SERVICE POLICY eff. 11/19/2015

- Deposits such as rental deposits, equipment reserves, etc.
- Mortgage and car payments
- Vehicle repairs
- Retroactive costs that were not originally stated in the Individual Service Strategy
- Delinquent/late fees
- Reimbursement for expenses incurred prior to the approval of the support service
- Medical services including dental and transportation costs for medical appointments
- Insurance premiums
- Any other cost other that is not listed in the policy

II. Order and Availability of Funding

Based on availability of funds, Supportive Services are provided in this order:

A. Primary services
   1. Childcare
   2. Transportation
   3. Dependent Care

B. Secondary services
   1. Uniforms or attire required for a training program or employment work-related expenses such as eyeglasses, protective eye gear
   2. Testing fees
   3. Background check
   4. Lodging fees
   5. Housing assistance
   6. Follow-up services

III. All supportive services are provided on an individual basis and any deviation from this Policy must be on a waiver basis submitted to the Bay Area WDB staff for approval prior to the occurrence of cost.
Bay Area Workforce Development Board

Training Policy

I. Occupational Classroom Training

It is the goal of the Bay Area Workforce Development Board (Bay Area WDB) to assist with training for entry to employment. These policies are not a commitment of the Bay Area WDB, but a guide to possible funding. The individual participant’s overall assessed need for Workforce Innovation and Opportunity Act (WIOA) funding is the base for all training services.

A. Training will be for a demand occupation within an occupational cluster approved by the Bay Area WDB. All funding is contingent on the continuation of the WIOA and the Bay Area WDB designation of funds. Reimbursement of Participant-paid tuition and/or books may be paid to a Participant once the class has started and the Participant is in attendance, subject to approval by Bay Area WDB staff and governed by the WIOA Title I program registration date. Reimbursement requests must be submitted to the Career Services Specialist (CSS) and include the following:

- Grades from the previous semester (if applicable); and
- Proof of attendance and the paid receipt(s) for the training.

Workforce Innovation and Opportunity Act (WIOA) funds will be considered part of the financial aid package. All students are required to apply for Federal financial aid. WIOA funding is supplemental to other financial aid programs and/or services, with the exception of student loans.

II. Four-year Baccalaureate Degrees

Four-year Baccalaureate degrees may be funded if the Participant/student has Junior status and the degree is in a demand occupation. Payment for post-graduate credits or special accreditation will be considered on a case-by-case basis.

A. Participants who have a four-year college degree will be eligible for training costs only if a transferable skills analysis indicates the need for a class(es) training to improve the Participant’s employability and the occupation is a demand occupation.

III. Customized Training

The goal of customized training, is placement into higher skilled and higher wage jobs, which help Participants become economically self-sufficient, and which contribute to the occupational development and upward mobility of Participants in their career ladder.

A. Customized Training is used to promote the hiring of an unemployed individual. Participants who are eligible for Customized Training are those who are employed, but due to a lack of some qualifications or skills, may not otherwise be promoted or advanced in the company.
B. Customized training arrangements entail the commitment by the employer to hire trainees after successful training completion, or to continue to employ and advance incumbent employees after successful training completion. Employers that enter into customized training agreements will pay for at least fifty percent (50%) of the cost of training.

C. Customized Training may be designed and delivered for multiple employers, such as in an industry sector, or for groups of targeted employees of a single employer. Customized Training creates the opportunity to develop economies of scale that truly maximize and leverage the contribution of the workforce system and participating employers. All customized training projects will have prior approval of the Bay Area WDB.

IV. WIOA funding must be coordinated with Trade Adjustment Act (TAA) funding.

V. Basic Computer Skills Assessment

Participants will have an assessment of basic computer skills prior to WIOA funding. At a minimum, the Participant must be able to create a document, save the document, retrieve the document from the saved file, and email it to an instructor or Career Services Specialist. If the Participant does not have these basic computer skills, they will need to attend the cost-free computer training offered by the job center or enroll in classes. If the Job Center cannot provide training, payment of the computer classes will be allowed.

VI. Test Fees

Test fees, such as GED/NCLEX, are allowable and will follow the procedures indicated in the Bay Area WDB Training Procedures Guide.

VII. Exceptions

Exceptions to this Policy will be considered on a case-by-case basis through an approval process utilizing a written Waiver Request form. For consideration, the circumstances must be clearly articulated on the Waiver Request form and submitted, along with the training voucher, to the Bay Area WDB Program Operations Manager. Submittal of a Waiver Request form and a Training Voucher does not guarantee approval.

VIII. Work Experience - Covered under the Bay Area WDB Work Experience Policy.

IX. On-The-Job Training - Covered under the Bay Area WDB On-The-Job Training Policy.
The Veteran’s Priority of Service Policy, effective November 19, 2015, applies to all Bay Area Workforce Development Board (WDB) programming, including special projects and grants.

The Priority of Service applies to all veterans and eligible spouses, and includes all career service components of the Bay Area WDB Job Center system. All veterans and eligible spouses are provided services before other persons, or if funding is limited, over the non-veteran person.

All Bay Area WDB services are contracted, including the operation of the Job Center system. All contracted Bay Area WDB service providers are required to fully understand the provisions and responsibilities of the Priority of Service law and regulations.

All Job Centers must prominently display appropriate Veterans Priority of Service signage throughout the centers. Contracted Bay Area WDB Workforce Innovation and Opportunity Act (WIOA) Career Services Specialists (CSS) are required to post notices of the Priority of Service in their offices. Full compliance with Bay Area WDB’s Veteran’s Priority of Service Policy is required and monitored. Any failure of the contractor to comply may result in the termination of the contract or a disallowed cost being assessed.

If training funds are limited and a waiting list for training is established, veterans and eligible spouses of veterans are placed at the top of the list. Veterans and eligible spouses are funded prior to other individuals on the list. If there are more veterans on the list than funding allows, the veteran with additional barriers of disabled and minority may be given priority.

This policy applies to individuals entering the system and does not provide for a bumping process in which a newly entered veteran would bump an individual that is already receiving services. All eligibility requirements must be met prior to the implementation of the policy.

The definition of “veteran” and “eligible spouse of veteran” will follow the definitions in the WIOA, Priority of Service for Eligible Veterans and Spouses.
Priority of Service for Eligible Veterans and Spouses

The jobs for Veteran’s Act affords Priority of Service to covered veterans and eligible spouses over non-covered persons for the receipt of employment, training, and placement services provided under new or existing job training programs funded in whole or in part, by the U.S. Department of Labor (DOL).

AM I ELIGIBLE?

To be eligible for Priority of Service the individual must meet the following definition as a Covered Person. The term “covered person” means any of the following individuals:

A Veteran: A person who served in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable.

Eligible Spouse: The spouse of any of the following individuals:

- Any veteran who died of a service connected disability;
- Any veteran who has a total disability resulting from a service-connected disability;
- Any veteran who died while a disability, so evaluated, was in existence;
- Any member of the Armed Forces servicing on active duty who, at the time of application for assistance under this section, is listed, pursuant to section 556 of Title 37 and regulations issued by the Secretary concerned, in one or more of the following categories, and has been so listed for a total of more than 90 days:
  ✔ Missing in action, captured in the line of duty by a hostile force, or forcibly detained or interned in the line of duty by a foreign government or power.

WHAT IT MEANS

“Veteran’s Priority of Service” means the right of eligible covered persons to take precedence over eligible non-covered persons in obtaining services. For example, this could mean:

- The covered person receives access to the service or resource earlier in time than the non-covered person; or
- If the service or resource is limited, the covered person receives access to the service or resource before the non-covered person.
I. Purpose:
To provide updated and revised policy for granting stipends and incentive awards to eligible youth enrolled in the Title I Workforce Innovation and Opportunity Act (WIOA) Youth program, effective September 17, 2015.

II. Background:
The Workforce Innovation and Opportunity Act (WIOA) allows funding for eligible youth to be used as stipends or incentives to recognize achievement in identified workforce development programs. On March 7, 2013, the Wisconsin Department of Workforce Development (DWD) published Policy 13-02 as further clarification governing the awarding of youth stipends and incentives.

III. Substance:
Incentives and stipends are allowable to youth enrolled in the WIOA Title I Youth program, and are intended to be used to encourage and motivate youth to reach specific goals and obtain positive outcomes specifically designed to increase education and workforce skill sets. Stipend and incentive awards are not an entitlement. All stipend and incentive awards will be subject to availability of WIOA Youth funds and applied at the discretion of the Bay Area Workforce Development Board staff. Individual participants can earn a lifetime maximum of $500 in stipends and incentives. Youth enrolled in Design Framework services only are NOT eligible for program stipends and/or incentives.

A. Stipend Definition: A stipend is a fixed regular small payment made to a WIOA Youth participant during his/her enrollment to encourage participation in certain specified activities. Stipends may not exceed the Federal or Wisconsin minimum wage, whichever is higher and may be calculated based on actual hours of attendance. Attendance in the activity must be documented as the basis of stipend payments and must include at a minimum an attendance sheet signed by the participant and appropriate staff. All documentation must be maintained in the participant’s file and incorporated in the Individual Service Strategy (ISS) as the basis for the stipend payment.

Stipends may be awarded for the following activities:
1. Attendance at GED training
2. Attendance at basic skills education centers for the purpose of basic skills enhancement (participant must be basic skills deficient)
3. Approved Pre-employment/Work Readiness Training Curriculum

Stipends may NOT be awarded for on-line or virtual classroom participation.

B. Incentive Definition: An incentive is a payment to an enrolled WIOA Youth participant for successful participation and achievement of expected outcomes. The incentive must be linked to an achievement and must be related to a training and/or education activity that specifically addresses at least one of the fourteen (14) required Youth Program Elements.
Such achievements must be documented in the participant’s Individual Service Strategy (ISS) as the basis for an incentive payment.

Incentives are considered awards to WIOA Youth for their achievement and participation in WIOA activities. This list of cash incentives may be awarded to WIOA enrolled Youth for full completion and achievement in a WIOA activity. Incentive payments may be awarded as cash incentives only. The Bay Area WDB Program Operations Manager reserves the option to include incentives in established contracts with partner agencies in order to best serve demographic populations.

Incentive payments may be awarded for the following goal accomplishments or activities for WIOA Youth participants:

1. **Sign-On Incentive: $25.00**
   
   **Documentation Required:** Youth will receive the incentive upon completion of all intake, enrollment, and assessment paperwork and testing. Final approval is necessary by Bay Area WDB staff to verify proper documentation. Payment will be issued after 30 days of active participation in the Youth program.

2. **Attendance/Communication Incentive: $25.00**
   
   **Documentation Required:** This monthly incentive is available to any Youth participant maintaining 90% or better attendance and communication during the previous month. In order to qualify for the incentive, the Youth participant must attend all appointments with his/her assigned Career Services Specialist (CSS), all registered workshops, and respond within 24 hours to all CSS communications.

3. **Basic Skills Improvement Incentive: $100.00**
   
   **Documentation Required:** Participants identified as basic skills deficient (BSD) in either reading and/or math must be post-tested at least once by the end of the first year after enrollment. Participants who successfully complete all TABE re-testing requirements within 12 months from the date of first youth service (DFYS) and who increase his/her TABE score in Math and/or Reading by two (2) Grade Level Equivalencies or one (1) Education Functioning Level (EFL) can receive, while actively participating and enrolled in the Youth program, an incentive not to exceed $100.00 (Reading $50.00 and/or Math $50.00). A maximum payment of $100.00 will be made for re-testing annually as long as the individual remains an active participant and is included in the literacy/numeracy measure. Post-testing should only occur in the areas where the participant tested deficient – e.g. reading or math.

   A copy of the TABE level increase must be included in the participant’s file.
4. Attainment of GED or Work Certified Certificate: $200.00
   Documentation Required: Youth participants are eligible for this one-time incentive following the submission of the appropriate respective certificate and/or official document from the test site verifying the participant successfully passed the testing requirements.

5. WIOA Youth Program Referral: $100.00
   Documentation Required: Youth participants are eligible for this incentive if they refer an eligible youth who enrolls in the WIOA Youth program. The referred youth MUST be enrolled in at least one of the 14 youth service elements (Design Framework is not considered an “enrolled” service). Documentation must include the PIN of the referred youth participant.

6. Post-secondary School Incentive: $100.00
   Documentation Required: Youth participants attending post-secondary education in a high-demand occupation are eligible for this incentive if they provide a copy of a letter of acceptance and their course schedule for their first semester.

7. National Career Readiness Certificate (NCRC): $100.00
   Documentation Required: Youth participants successfully completing the NCRC and achieving at least a Bronze Certification can receive this one-time incentive upon providing a copy of the awarded certificate which will be maintained in their participant file.

8. Community Service / Volunteer Work: $100.00
   Documentation Required: Youth participants can receive this annual incentive based on the successful completion of at least 10 hours of non-court ordered and un-paid community service. Eligible participants must have documented attendance, signed by an on-site supervisor with an approved agency. Career Services Specialists will ensure all community service and volunteer work is properly documented in the case file. Participants can receive this incentive on an annual basis for the duration of their active WIOA enrollment, not to exceed the maximum allowable limit defined by local policy.
Bay Area Workforce Development Board
Guide To Resolution Of Grievances and Complaints
(Revised January 1, 2016)

Vision Statement

Bay Area Workforce Development Board (www.bayareawdb.org) believes that all job seekers, workers, employers, workforce program applicants and participants should:
- Be treated respectfully;
- Be provided physical access to services;
- Be provided with reasonable accommodation for services including language translation;
- Be assured of personal privacy and information security.

Local Equal Opportunity Officer (EOO)

The Bay Area Equal Opportunity Officer (EOO) can assist anyone in contacting the appropriate person to work with in filing a grievance or addressing a complaint. The Bay Area EOO is:

James M. Golembeski, Executive Director
Bay Area Workforce Development Board
317 West Walnut Street | Green Bay WI 54303
Phone: (920) 431-4102
TDD/TTY Dial 7-1-1 toll free
jgolembeski@bayareawdb.org

Other information about employment law and employee rights can be found at the website of the Wisconsin Department of Workforce Development, Equal Rights Division:

https://dwd.wisconsin.gov/er/

and at the United States Equal Opportunity Commission:

http://www.eeoc.gov/

Types of Grievances

Sometimes individuals who are applying for or participating in public programs are unhappy with the treatment they receive or the decisions that are made by program staff. There are different kinds of problems that can come up and each might be handled differently.

One kind of problem might be about the rules and regulations of a particular program and whether the program workers have followed those rules and regulations.
A second kind of problem might be with a decision about program eligibility or benefits. Problems related to a particular program (W-2, FoodShare, Veterans, and others), whether about regulations or decisions, should be sent to the Supervisor of the specific program. That information may be obtained from the people at the Reception Desk in the job center or from the EOO. Most programs have a written Grievance Policy that describes how grievances and complaints are handled.

Bay Area Workforce Development Board administers the Workforce Innovation and Opportunity Act (WIOA) programs and will address any grievances or complaints about WIOA services and programs. In addition to program applicants and participants, contracting agencies and proposers may also file a grievance or complaint if they believe that a procurement process has not been conducted fairly or that a contract provision has been violated.

A special kind of problem involves potential discrimination. Discrimination means that an individual did not receive program services because of age, ancestry, national origin, skin color, religion, creed, gender, gender preference, disability, health condition, marital status, genetic testing, arrest and conviction record, or other protected status under the Civil Rights Act of 1964 and other civil rights laws.

Discrimination complaints are very serious. Such complaints must be filed within 180 days of when an incident happens. Discrimination complaints may be filed at the local, state or federal level.

James M. Golembeski, Executive Director
Bay Area Workforce Development Board
317 West Walnut Street
Green Bay WI 54303
Phone: (920) 431-4102
TDD/TTY Dial 7-1-1 toll free
jgolembeski@bayareawdb.org

OR

David Duran, Equal Opportunity Officer
Wisconsin Department of Workforce Development
Equal Rights Division
201 East Washington Avenue, Rm G100
PO Box 7972, Madison WI 54307-7972
Phone: (608) 266-6889
TTY (866) 275-1165
Fax: (608) 261-8506
david.duran@dwd.wisconsin.gov

OR

Director, Civil Rights Center (CRC)
ATTENTION: Office of External Enforcement
United States Department of Labor
200 Constitution Avenue NW, Room N-4123
Washington DC 20210
Fax: (202) 693-6505
CRCExternalComplaints@dol.gov
Sometimes there are problems or grievances against an employer. These might involve discrimination, but also concerns about wages, hours worked, and things related to employment laws.

Complaints about an employer for things such as wages, work hours, being fired, and workplace injuries should also be directed to the state Equal Rights Division:

Wisconsin Department of Workforce Development
Equal Rights Division
201 East Washington Avenue, Room A100
PO Box 8928
Madison WI 54308
Phone: (608) 266-6860
TTY (608) 264-8752
www.dwd.wisconsin.gov/er

OR

U.S. Equal Employment Opportunity Commission
Reuss Federal Plaza
310 West Wisconsin Avenue, Suite 500
Milwaukee, WI 53203-2292
Phone: 1 (800) 669-4000
Fax: (414) 297-4133
TTY: 1 (800) 669-6820
ASL Video: 844-234-5122
Info@eeoc.gov

Lastly, although it is rare, there are times when someone has reason to believe that program staff and administrators are doing something illegal. This is usually called fraud and malfeasance. Such cases may be brought to the attention of the Local EOO. Complainants who fear that their positions will be compromised by submitting information at the local level may file at the state or federal level:

Wisconsin Department of Workforce Development
Administrator, Division of Employment and Training
PO Box 7972
Madison WI 53707-7972
https://dwd.wisconsin.gov

OR

Office of Inspector General
7171 4th Street NW, 5th Floor
Washington DC 20005
Phone: 1 (800) 521-1629
Hotline.oig@dc.gov (email)
http://oig.dc.gov
Attachment 28
Bay Area WDB
Guide To Resolution Of Grievances And Complaints (Rev 1/01/16)

**Grievance Process**

If the grievance or complaint involves the WIOA program or any other program administered by Bay Area Workforce Development Board, the Local Equal Opportunity Officer (EOO) will usually attempt to reach a mutually satisfactory resolution to the complaint through negotiation, problem-solving, and other available resources. If the complaint cannot be resolved through such means, a formal hearing may be scheduled **if requested in writing by the complainant** with the EOO serving as Hearing Officer. If a conflict of interest exists for the EOO, he has the responsibility to select an independent Hearing Officer for the case. If the grievance or complaint is directed toward another workforce program, the EOO can assist in contacting the appropriate person or agency.

If the EOO is unable to negotiate a satisfactory resolution to a grievance or complaint regarding WIOA or another program administered by Bay Area Workforce Development Board, the complainant may request a formal or “fair” hearing in writing to resolve the matter. A fair hearing involves the following things:

1. **Notice** to all parties of the specific allegations of the complaint, and the responses of those involved;
2. **Timely resolution** of the complaint;
3. An **impartial decision maker**;
4. The right of the parties to **representation**;
5. The right of each part to present **evidence**, both in writing and through witnesses;
6. The right of each party to **question evidence and witnesses**;
7. A **decision** made solely on the recorded evidence.

**Preparing a Grievance/Complaint**

1. Complaints and grievances may be initiated with the Local Equal Opportunity Officer by telephone, personal contact, or written correspondence. Complaints and grievances not involving a discrimination claim should be made within one year of the alleged violation. Discrimination claims must be made within 180 days of the date of the alleged violation. After initial contact, the Local EOO may require a written statement. Generally, grievances beyond the local level will require written statements.

2. Complaints should be addressed to the appropriate level of authority.

3. A complaint/grievance must be factual and sufficiently accurate to be evaluated on its own merits by an objective reviewer.

**Bay Area WDB, serving WIOA Title I, is an Equal Opportunity Employer and Service Provider**

Bay Area WDB | 317 W. Walnut Street | Green Bay, WI 54303 | (920) 431-4100

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Attachment 28
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4. The “Filing Date” of a complaint/grievance is established when a complainant submits the following information:
   a. The full name, address, and phone number of the complainant;
   b. The name and address of the respondent against whom the complaint is being made;
   c. A clear, concise statement of the facts of the case, including pertinent dates regarding the alleged violation;
   d. The provisions of a particular program, its regulations, processes, or administrative rules that have allegedly been violated;
   e. A statement disclosing whether the complaint/grievance has been cross-filed with any other jurisdiction, and whether such proceedings have commenced or been concluded, including dates, authorities, and other pertinent information.

5. Once a Filing Date is established, the EOO will acknowledge receipt of the complaint within five (5) working days unless there is a specific reason for a delay. After accepting the complaint or grievance, the EOO will conduct a hearing within thirty (30) calendar days of the Filing Date and issue a decision to the complainant within sixty (60) days of the Filing Date. Complainants receiving an adverse decision or no decision on a complaint/grievance within sixty (60) calendar days may file an appeal requesting a state level independent review. The appeal must be filed within ten (10) calendar days after the complainant received the decision or within fifteen (15) calendar days after the decision was due, to the Wisconsin Department of Workforce Development:

   David Duran, Equal Opportunity Officer
   Wisconsin Department of Workforce Development
   Equal Rights Division
   201 East Washington Avenue, Room G100
   PO Box 7972
   Madison WI 54307-7972
   Phone: (608) 266-6889
   Fax: (608) 261-8506 (fax)
   TTY: (866) 275-1165
   david.duran@dwd.wisconsin.gov

6. The Local EOO will provide all necessary information to assist an individual in filing a grievance, complaint or appeal with the appropriate authority.
Attachment 28
Bay Area WDB
Guide To Resolution Of Grievances And Complaints (Rev 1/01/16)

Grievance Authorities

There are several levels at which complaints and grievance may be heard. It is important to submit the grievance to the appropriate individual or agency in order to insure a prompt response. In most cases, a higher level authority will not hear a grievance until it has been handled by a lower level process. The following are individuals and agencies that deal with complaints and grievances:

Local Employment Opportunity Officer
The person that most grievances and complaints should be addressed to in Bay Workforce Development Area unless there is good reason go around him. The Local EOO will assist anyone in developing a grievance or complaint and in directing that grievance or complaint to the appropriate authority.

Bay Area Workforce Development Board
If there is a serious concern about Bay Area WDB staff, including the Local EOO, a complainant may contact the Chair of the Bay Area Workforce Development Board or another member directly by using the information about board membership at www.bayareawdb.org.

DWD Division of Employment and Training
The state office is the second level for submitting a grievance or complaint and will usually hear appeals of decisions. Such appeals must be filed within ten days of a decision being made or 15 calendar days if no decision was received with 60 days of the Filing Date. The state office will not take the place of the local process and usually will not set up a new hearing, but only review the documentation submitted in the local hearing after it is complete.

Grievances and complaints involving employment discrimination and employer issues are best directed to the DWD Equal Rights Division as above or to the federal Equal Opportunity Commission as indicated above as those offices are best trained to deal with issues of employment law.

United States Department of Labor Employment and Training Administration

The ultimate authority for many federal employment and training programs, including the Workforce Innovation and Opportunity Act (WIOA) programs, is the U.S. Department of Labor Employment and Training Administration (DOLETA). It is possible for a complainant to contact the U.S. Department of Labor as a matter of last resort. Information is available at https://www.doleta.gov/. Complaints alleging discrimination may also be filed with the U.S. Department of Labor Civil Rights Center at http://www.dol.gov/oasam/programs/crc/index.htm.

Incidents of alleged fraud, malfeasance, a misapplication of funds, gross mismanagement, or other possibly illegal use of public funds may be reported to the U.S. Department of Labor Office of the Inspector General at 1-800-347-3756 with additional information available at: http://www.oig.dol.gov/hotlinecontact.htm.

Any questions about this guide or request for additional information about filing a grievance can be addressed to the Local Employment Opportunity Officer as above.

Bay Area WDB, serving WIOA Title I, is an Equal Opportunity Employer and Service Provider
Bay Area WDB | 317 W. Walnut Street | Green Bay, WI 54303 | (920) 431-4100
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