

**MEMORANDUM OF UNDERSTANDING**  
**Pursuant to the Workforce Innovation and Opportunity Act of 2014**  
**For the Door, Manitowoc and Shawano Job Center(s)**  
**An Affiliated Job Center(s)**

This Memorandum of Understanding (MOU) fulfills the Workforce Innovation and Opportunity Act requirements to document and reach agreement among State and other required parties for negotiating cost sharing, service access, service delivery and other matters required and essential to the establishment of the local one-stop delivery system. This MOU describes the commitment of the parties to provide integrated workforce services at the Door, Manitowoc and Shawano Job Center(s) in Bay Area Workforce Development Board

## I. Parties

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

WIOA Required Party	Local MOU Party (Name, Signatory, Address, Phone, Email)
Chief Elected Official	Thomas Nelson / Outagamie County Exec. 410 S. Walnut St. Appleton, WI 54911 (920) 832-1684 <a href="mailto:Thomas.nelson@outagamie.org">Thomas.nelson@outagamie.org</a>
Local Workforce Development Board	Michael Troyer 215 Allen Ave. Green Bay, WI 54302 (920) 366-7610 <a href="mailto:TroyerMD@gmail.com">TroyerMD@gmail.com</a>
WIOA Title I Adult WIOA Title I Youth WIOA Title I Dislocated Worker	James Golembeski James Golembeski James Golembeski 317 W. Walnut St. Green Bay, WI 54303 (920) 431-4102 <a href="mailto:jgolembeski@bayareawdb.org">jgolembeski@bayareawdb.org</a>
WIOA Title I Job Corps	Not a party to this MOU
WIOA Title I Migrant and Seasonal Farmworker Programs	Not a party to this MOU
WIOA Title 1 Native American Programs	Not a party to this MOU
WIOA Title I Youth Build	Not a party to this MOU
WIOA Title II Adult Education and Family Literacy Act (AEFLA) Program	Dr. H.Jeffrey Rafn / Northeast Wisconsin Technical College 2740 W. Mason St, Green Bay, WI 54307 (920) 4989) 5411 <a href="mailto:Jeff.rafn@nwtc.edu">Jeff.rafn@nwtc.edu</a>  Dr. Paul Carlsen Lakeshore Technical College 1290 North Ave. Cleveland WI, 53015 (920) 639-1123 <a href="mailto:paul.carlsen@gotoltc.edu">paul.carlsen@gotoltc.edu</a>
WIOA Title III Wagner-Peyser ES	Brian Pelon 301 N. Adams St. Green Bay, WI 54301 (920) 448-6772 <a href="mailto:brian.pelon@dwd.wisconsin.gov">brian.pelon@dwd.wisconsin.gov</a>
WIOA Title IV Vocational Rehabilitation Program	Jennifer Mikalowsky 301 N. Adams St. Green Bay, Wi 54301 (920) 448-5285 <a href="mailto:Jennifer.mikalowsky@dwd.wisconsin.gov">Jennifer.mikalowsky@dwd.wisconsin.gov</a>

Senior Community Service Employment Program Title V of Older Americans Act of 1965	Not a party to this MOU
Jobs for Veterans State Grants (Chapter 41 of Title 38)	Jessica Maples Office of Veteran Employment Services DWD/DET 364 Grand Ave. Wausau, WI 54403 <a href="mailto:Jessica.Maple@dwd.wisconsin.gov">Jessica.Maple@dwd.wisconsin.gov</a>
Unemployment Compensation Programs Under State Law	Included in the Title 3
Reentry Employment Opportunities (REO) Program (Second Chance Act of 2007)	Not a party to this MOU
Career and Technical Education Programs at post-secondary level, authorized under Carl D. Perkins Career and Technical Education Act of 2006	Not a party to this MOU
Community Services Block Grant employment and training activities (Community Services Block Grant Act)	Not a party to this MOU
Department of Housing and Urban Development (HUD) employment and training programs	Not a party to this MOU

The information above shall be updated as needed by giving written notice to all parties.

## II. Legal Authority

The parties shall comply with all applicable Federal and State laws and regulations, and local laws to the extent that they are not in conflict with Federal or State requirements.

This MOU and its attachments have been created pursuant to the Workforce Innovation and Opportunity Act (WIOA); Joint Rule for Unified and Combined State Plans, Performance Accountability, and One-Stop System Join Provisions: Final Rule; TEGl 16-16, One-Stop Operations Guidance for the American Job Center Network; TEGl 17-16, Infrastructure Funding of the One-Stop Delivery System; and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

The parties to this MOU agree to abide by the Wisconsin State Open Records Law, Wis. Stat. §§ 19.31- 19.39.

The parties to this MOU agree to abide by confidentiality provisions in 20 CFR part 603, 45 CFR Section 205.50, 20 USC 1232g, 34 CFR part 99, 34 CFR 361.38, FERPA, and any other applicable Federal and State privacy laws and regulations.

The parties to this MOU shall not discriminate in their programs and activities as prohibited by Section 188 of WIOA (29 U.S.C. § 3248) and its implementing regulations found at 29 CFR Part 38; the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), and title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

This MOU will be construed, interpreted, and enforced according to the laws of the State of Wisconsin.

**III. Location(s)**

Job Center Name	Job Center Type (Comprehensive, Affiliate, or Other)	Job Center Managers Name and Title	Job Center Street Address	Job Center Street City and Zip	Job Center Phone Number	Job Center Days and Hours of Operations	Job Center Website Address
Door County	Affiliate	Kim Carley	1300 Egg Harbor Rd #124	Sturgeon Bay, 54235	(920) 749-6915	8:00 – 4:30	<a href="http://www.newjobcentersystem.com">http://www.newjobcentersystem.com</a>
Shawano County	Affiliate	Choua Yang	607 Elizabeth St	Shawano, 54116	(715) 524-2511	8:00 – 4:30	<a href="http://www.newjobcentersystem.com">http://www.newjobcentersystem.com</a>
Manitowoc County	Affiliate	Jolene Wilkens	3733 Dewey St.	Manitowoc, 54220	(920) 683-4675	8:00 -4:30	<a href="http://www.newjobcentersystem.com">http://www.newjobcentersystem.com</a>

This MOU covers service delivery and related costs associated with the following one-stop center(s):

#### IV. Services

A summary of services and employment, training and business activities for the [Job Center] is found in the tables below. Codes:

O= onsite

SR= service by referral

IT= information provided by trained staff

Basic Career Services	Eligibility det. for 1-B Programs	Job center outreach, intake and orientation	Initial Assessment of skill levels, aptitudes, abilities, support needs	Labor exchange services	Referrals to and coordinate with other programs and services	Provision of workforce and LMI data	Provision of information on ETP performance and program costs	Provision of local performance measures and job center performance	Info and referrals to supportive services	Provision of info and assistance on filing UI claims	Assistance est. eligibility for financial aid for training/education not provided under WIOA
Title I Adult	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
Title I Youth	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
Title I OW	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
Job Corps	SR										
MSF	SR										
Youth Build											
Title II	IT	IT	IT	NA	NA	NA	NA	NA	NA	NA	NA
Title III	IT	IT	NA	O	NA	NA	NA	NA	NA	NA	NA
Title IV	O	O	O	O	O	O	O	O	O	O	O
SCSEP											
TSS											
UI											
REO											
Perkins											
CSBG											
HUD											
OVS	NA	NA	SR	SR	NA	NA	NA	NA	SR	NA	SR

Per 652.207(b)(4), the labor exchange services provided under the Wagner-Peyser Act in the local area are as follows:

Wagner-Peyser Title 3 is on site for RESEA sessions only or by special appointments in the Door and Shawano Centers. The Wagner-Peyser Title 3 is on site at the Manitowoc Center and provides all the resource room services daily.

Training Services	OCC Skills Training	OJT	Incumbent worker training	Progs, Combing workplace training with related instruction	Training operated by private sector	Skill upgrading and retraining	Entrepreneurial training	Transitional jobs	Job readiness training provided in combo. with services in this section	Adult and literacy activities incl. ELL	Customized training
Title I Adult	SR	NA	NA	NA	0	0	NA	NA	0	SR	NA
Title 1 Youth	SR	NA	NA	NA	0	0	NA	NA	0	SR	NA
Title I DW	SR	NA	NA	NA	0	0	NA	NA	0	SR	NA
Job Corps	SR								SR		
MSF	SR										
Youth Build											
Title II	IT	IT	IT	NA	NA	NA	NA	NA	NA	NA	NA
Title III	IT	IT	NA	0	NA	NA	NA	NA	NA	NA	NA
Title IV	0	0	0	0	0	0	0	0	0	0	0
SCSEP											
TAA											
UI											
REO											
Perkins											
CSBG											
HUD											
OVS	SR	NA	NA	SR	SR	SR	NA	NA	SR	NA	NA

<b>Business Services</b>	Labor exchange activities	LMI	Develop, convene or implement industry or sector partnerships	Customized business services
Title III	NA	NA	NA	NA
Title IV	0	0	NA	NA
SCSEP				
TAA				
UI				
REO				
Perkins				
CSBG				
HUD				
OVS			SR	



## V. Access

One of the primary purposes of WIOA is to increase, particularly for those individuals with barriers to employment, access to and opportunities for the employment, education, training and support services they need to succeed in the labor market. The needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, will be addressed in the following ways.

The parties agree to conduct outreach targeting barriered populations in coordination with one another as follows: Each partner will provide services to the targeted populations stated in their service plan and their funding source. The partners will promote and refer service to populations that they cannot serve to another appropriate partner for service. Partners will have a basic understanding of the targeted populations of the other partners in the center.

The parties agree to actively refer customers to the most appropriate party to provide services based on need and available services as described in Section VI, Referral.

The parties agree to ensure that customers who are deaf or hard of hearing, visually impaired, or have speech-language impairments, have access to appropriate technology, including assistive technology, as follows: All DWD partners will follow the plan that DWD submitted to DOL for this process. Bay Area Board contractors will follow the plan that the Bay Board developed for service to these individuals. Each partner will have the copies of the various plans for the coordination to the target population.

The parties agree to ensure all limited English proficiency (LEP) individuals are provided language access, translation of vital documents, and information to access services as follows: All partners agree to provide language assistance through a language assistance telephone connection for vocal service, translation of all vital documents, on site interpretation assistance in the 2 major languages in the Bay Area. Other languages will be provided through a specialized appointment and on an individual basis.

The parties agree to offer priority of service to veterans and eligible spouses for all WIOA programs, and to veterans and eligible spouses, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient when providing individualized career services and training services with WIOA Adult funds.

## **VI. Referral**

The One-Stop Operator will ensure implementation of the referral process established by the parties. The referral system will provide integrated and seamless delivery of services to both job seekers and employers, as described below.

The parties agree to familiarize themselves with the requirements for participation in each of the required party programs.

To the extent possible, the parties agree to develop materials summarizing their program requirements and to make this accessible to all parties in the local area one-stop centers.

The parties agree to refer clients whom may be eligible for each other's programs to one another for services.

The parties agree to evaluate ways to improve the referral process.

The parties commit to robust and ongoing communication required for an effective referral process.

The parties commit to actively follow up on referrals to assure that resources of the parties are being leveraged at an optimal level.

Methods of referral to be used include each center in the Bay Area provides the referral process for their center signed by all partners to the board. It is not the intent of the Bay Area Board to over-ride the process that the partners put in place for their center nor should the DWD expect that one set format would work in each center.

Duration

This MOU supersedes any previous MOUs for the job center(s) included in this MOU. This MOU shall remain in effect for one program year, from July 1, 2019 to June 30, 2020, until terminated by the repeal of the Workforce Innovation and Opportunity Act, otherwise by action of law, or in accordance with this MOU. Modifications to this MOU during its effective period shall be governed by Section VIII, Modification.

If there are any changes in the signatory official of the local workforce board or Chief Elected Official, the MOU must be re-executed by the new signatory official. If the new signatory official does not sign the MOU, he must follow the Modification procedures in Section VIII.

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.

## **VIII. Modification**

This MOU may be amended at any time by written agreement of the parties. If the actual expenditures for a budget line item are projected to increase by 10% or more from the budgeted

line item, then the direct payor for that line item must notify all parties participating in the Budget in writing so they may determine whether they agree to amend the MOU.

This MOU shall be amended upon agreement of the parties that is consistent with federal, state or local laws, policies, or regulations, for one or more of the following reasons:

- The addition or removal of a party from this MOU.
- The addition or removal of program responsibilities for any party that administers a Federal program.
- A change in the physical location of the any of the centers stated above.
- A change in one or more of the methods to allocate costs in the Budget.
- The need to renegotiate a party's proportionate share of costs-based changes in the method or service delivery or program or funding changes that affect a party's continued ability to meet its shared cost obligations.

Any party may request an amendment to this MOU by giving written notice of the request to all parties listed at the addresses shown in Section II, and to the contact persons so listed, considering any information updates received by the parties pursuant to Section II. The written notice must include the reasons(s) for the amendment request, each Section of the MOU that will require revision, and the desired date for the amendment to be effective. The Bay Area Workforce Development Board shall be responsible for leading and conducting local negotiations regarding the amendment request. The MOU shall remain in effect until the amended MOU is executed by all parties.

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. Notice of withdrawal shall be given to all parties listed at the addresses shown in Section II, and to the contact persons so listed, considering any information updates received by the parties pursuant to Section II. If any party withdraws, the MOU shall remain in effect with respect to the remaining parties until the MOU is renegotiated. Any failure to execute an MOU with a required party must be reported by the local workforce development board to the Governor.

Agreements are made contingent on availability of funding for each required program. In the event of elimination of funding or change in party status, notification shall be provided to the other parties to this MOU as soon as practicable with the intent of termination, without further obligation, or amending this agreement. A State party may terminate or suspend this MOU, in whole or in part, without penalty or further payment required, if the funds to which this MOU commits a State Party have not been appropriated or otherwise made available to the State by the funding source. The State shall provide notice, in writing, to the other parties of any such funding failure and its election to terminate or suspend this MOU as soon as practicable. Any

suspension or termination pursuant to this paragraph will be effective upon the date of the written notice unless otherwise indicated.

**IX. Budget**

The Budget(s), including the infrastructure and shared delivery costs for this MOU among and between the parties, will be negotiated and agreed to annually. The attachment(s) contain the budget(s) for the Door and Shawano Affiliated Point of Service Center and represent final budget agreement(s) based on expected annualized numbers. Costs have been allocated based upon methodology i.e.: for receptionist, negotiated percent of participant reported numbers to DOL for resource room services. Infrastructure costs pertaining to building space and maintenance is provided individually through leases based on dedicated space. Parties agree to cover costs through cash and in-kind contributions as shown on the attachment(s). See Section XI for the list of attachments.

Parties agree to actively participate in future MOU negotiations in good faith to reach consensus. The Bay Area Workforce Board staff is responsible for beginning negotiations for subsequent MOUs no later than 120 days prior to the expiration of this MOU.

Reconciliation of actual costs will occur Quarterly. Tracking of in-kind contributions will be completed by reporting of hours for in-kind personnel, and provision of invoices or other documentation for goods provided.

**a. Infrastructure Funding**

See Section XI: List of Attachments.

**b. Shared Delivery Cost Funding**

See Section XI: List of Attachments.

**c. Payment Schedule**

The parties who are contributing to the costs of the job center(s) intend to pay amounts due to other parties on the schedule in attachment(s). However, recognizing that actual amounts due may vary from the budgeted amount due, appropriation and availability of Federal funding, and other factors could affect a party's ability to pay pursuant to the schedule, the parties agree to robust and ongoing communication regarding the scheduling of actual payments due. The parties agree to act in good faith regarding making payments due to other parties.

**X. Other Provisions**

**a. Drug and Alcohol-free Workplace**

All parties will comply with the Drug-Free Workplace Act of 1988, 41 USC 702 et seq., and 2 CFR part 182, which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

**b. Certification Regarding Lobbying**

All parties will comply with the Byrd Anti-Lobbying Amendment (31 USC Section 1352), 29 CFR Part 93 and 34 CFR Part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. Parties will not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

**c. Debarment and Suspension**

All parties will comply with the debarment and suspension requirements (EO 12549 and 12689) and 2 CFR Part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

**d. Buy American Provision**

Each party that receives funds made available under Title I or Title II of WIOA or under the Wagner-Peyser Act (29 USC Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of Title 41 of the United States Code (commonly known as the "Buy American Act") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

**e. Salary Compensation and Bonus Limitations**

Each party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, WIOA Adult, Dislocated Worker and Youth activities program allotments, final program allotments for the Wagner-Peyser Act, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

**f. Non-Assignment**

Except as otherwise indicated herein, no party may, during the term of this MOU or any renewals of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other parties.

**g. Negligence**

All parties to this MOU recognize the partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this MOU shall be responsible for injury to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. No party assumes any legal responsibility for any other party's negligent act or omission.

**h. Local provisions**

**XI. List of Attachments**

- Attachment A: Infrastructure Funding Agreements Shawano County Job Center, Door County Job Center,
- Attachment B: Shared Delivery Cost Agreement Shawano County Job Center Door County Job Center
- Attachment C: -G Budgets for the above centers are in the SOLAR system

**XII. Signatures**

The parties acknowledge that they have read the MOU and its attachments, understand them, and agree to be bound by their terms and conditions. The parties agree that the MOU and its attachments are the complete and exclusive agreement between the parties and supersede all proposals, letters of intent or prior agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of the MOU.

The individuals signing below have the authority to commit the party they represent to the terms of the MOU and do so commit by signing below.

For the (MANDATORY ONE-STOP PARTY):

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Thomas Nelson  
Chief Elected Official

DocuSigned by:  
*Thomas Nelson* 5/15/2020  
0043BB4B66D34D1...

Signature and Date

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Michael Troyer  
Local Workforce Development Board

DocuSigned by:  
*Michael Troyer* 5/16/2020  
A5E267DF045B402...

Signature and Date

James Golembeski  
Executive Director BAWDB  
WIOA Title I

DocuSigned by:  
*James Golembeski*  
78F856F3A517484...

Signature and Date

Dr. H. Jeffrey Rafn  
Northeast Wisconsin Technical College  
WIOA Title II AEFLA Program

DocuSigned by:  
*Dr. H. Jeffrey Rafn*  
0E871A45ABE7453...

Signature and Date

Dr. Paul Carlsen  
Lakeshore Technical College  
WIOA Title II AEFLA program

DocuSigned by:  
*Dr. Paul Carlsen*  
1B2557AACAE45B...

Signature and Date

Caleb Frostman  
Secretary Department of Workforce Development

DocuSigned by:  
*Caleb Frostman*  
F06FA9CCCF89499...

Signature and Date

Signature and Date