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Plan Assumptions:

Primary markets for Business Services Activities: Manufacturing, Healthcare, Construction, Logistics, Modernized Agriculture, Call Centers (Two active sector alliances have been created: Manufacturing and Healthcare; in addition, a Financial and Insurance Alliance has been discussed but does not appear to have sufficient industry interest to justify staff resources at this time..)

Supporting outreach: Non funded activities such as phone calls, handing out fliers, email blast, in person visits, etc.

Note:

* Items are new activities that have not been used or used on a limited basis

Program Services:**Skills WI Grant:**

- Implement a comprehensive workforce system customer relationship management (CRM) tool.

Activity: Populate CRM database	Supporting outreach:	By whom & when:	Desired outcome:
<ul style="list-style-type: none">- Provide licenses to partner staff- Provide tablets for partners to use when making employer calls (for partner staff, check out tablets from their respective job centers)- Team training to all business services staff- Attend statewide meetings to align efforts with those of other WDAs- Report out on grant progress as necessary- Populate database (both initial data download and ongoing customer contact)	<ul style="list-style-type: none">- At the time of employer (customer) calls are made, log pertinent data and build comprehensive database	<ul style="list-style-type: none">- Business Services team from partner agencies in job centers	<ul style="list-style-type: none">- Comprehensive system for workforce development system- Ability to chat with partners on 'real-time' issues

Labor Market Presentations:

Labor market reports and presentations available to area employers and economic development partners.

Activity: Develop general & employer specific reports/presentations	Supporting outreach:	By whom & when:	Desired outcome:
<ul style="list-style-type: none"> - General LMI presentation with county specific data - Employer specific presentations with regional data 	<ul style="list-style-type: none"> - FVWDB newsletter - Business Services Team calling on employers – by phone, in person - *Media advertising – public service announcement 	<ul style="list-style-type: none"> - Partner with local DWD Labor Economist to obtain LMI data and related documents - BST members deliver LMI reports to employers on as needed basis 	<ul style="list-style-type: none"> - 4 LMI lunch & learn events in WDA as needed

Occupational Projection Data for New North Region:			
Activity:	Supporting outreach:	By whom & when:	Desired outcome:
<ul style="list-style-type: none"> - Create and distribute New North Occupational Projection data 	<ul style="list-style-type: none"> - Distribute to educational entities (CESAs, K-12, Technical Colleges, 4-year institutions, Chambers connections, etc.), guidance counselors, students and parents - FVWDB newsletter - Business Services Team calling on employers – by phone, in person 	<ul style="list-style-type: none"> -Business Service Team, as requested by New North ADR Committee 	<ul style="list-style-type: none"> -Increase awareness of number of future occupational openings projected and types of training needed - Share data with businesses, ED partners, CESAs, K-16 educators - Provide reports via New North website

Job Fairs:

- Regional, industry sector, and company specific job fairs to promote openings. In partnership with local colleges, Chambers of Commerce, and other community resources, FVWDB to partner in job fairs.

Activity: Job Fairs	Supporting outreach:	By whom & when:	Desired outcome:
<ul style="list-style-type: none"> - Job Seekers connect with employers with job openings - Employers find workers with appropriate skills - Allow job seekers a venue to learn more about effective career search efforts via job fair workshops 	<ul style="list-style-type: none"> - Email blast - FVWDB newsletter - Job center posters - Media advertising – public service announcement 	<ul style="list-style-type: none"> - Business Services Team Members - As needed/requested by the local county/community level and to the level that FVWDB is able to provide staffing support to the fair. 	<ul style="list-style-type: none"> - 20 to 40 employers participating per job fair, depending on county - When possible, generate funding for fairs or at minimum have expectation that fairs will be a break-even

WIA Funded Training:

- WIA funded training is available to WIA eligible job seekers who qualify for the program when funding is available. The funding is used to improve and increase job skills for their next employment opportunity. Employers would list skills needed for future employees; specialized training examples are advanced welding, CNC operator, lean lead facilitator, or CNA.

Activity: Training in occupation specific skills	Supporting outreach:	By whom & when:	Desired outcome:
<ul style="list-style-type: none">- Participants must be eligible for WIA program funding- Employers to list skills needed for their organizations	<ul style="list-style-type: none">- FVWDB newsletter- Job center posters- Work with Economic Development partners to identify skills needed- *WIA brochures- *Media advertising – public service announcement	<ul style="list-style-type: none">- Business Services Team contacting employers and economic development partners in their respective counties	<ul style="list-style-type: none">- Actively maintain business/community contacts in each county

On the Job Training (OJT): NEG OJT Grant:

- On-the-Job Training (OJT) is onsite training by an employer who is reimbursed up to 50% of the wage rate of the participant (over a determined period of time) to compensate for extraordinary costs of training.

Activity: Training in occupation specific skills:	Supporting outreach:	By whom & when:	Desired outcome:
<ul style="list-style-type: none">- Job Seekers must lack skills needed to obtain employment with a specific employer. Participants must be eligible for WIA program funding- Employers must sign OJT contract and complete monthly paperwork- H1B Grant to fill needs within the Healthcare industry	<ul style="list-style-type: none">- FVWDB newsletter- Business Services Team calling on employers – by phone, in person- Job center posters- *OJT Brochures- *Media advertising – public service announcement	<ul style="list-style-type: none">- Business Services Team contacting employers in their respective counties. Jill Valdez will contact employers for the H1B grant	<ul style="list-style-type: none">- Placements that fill employer needs and offset training to WIA participants- 10 per year

Career Changers Network (CCN):

- The Career Changers Network of the Fox Valley Workforce Development Board is a non-profit, all volunteer, job search network group. CCN is for business professionals, at all levels, that are now un-employed, under-employed, and/or those currently seeking new career opportunities.

Activity: Weekly networking meetings	Supporting outreach:	By whom & when:	Desired outcome:
<ul style="list-style-type: none">- Share job opportunities and information- Review job search activity and results with peers- Advice, information and training from guest speakers- Meet with recruiters, HR professionals, retired business associates on to discuss career opportunities and strategies- Encourage networking both within the group and with others in the community.- Encourage entrepreneurship	<ul style="list-style-type: none">- FVWDB newsletter- Job center posters, calendars at job centers- Contacts through job center partners- *Media advertising – public service announcement	<ul style="list-style-type: none">- Business Services Team- Weekly meetings determined by job seeker participation	<ul style="list-style-type: none">- Continue to serve job seekers through providing networking opportunities and job search tools/recommendations

Manufacturing Alliance with various subcommittees:

- NEW Manufacturing Alliance - A group of manufacturers working with educational institutions, workforce development boards, chambers of commerce and state organizations to promote manufacturing in our region.

Activity:	Supporting outreach:	By whom & when:	Desired outcome:
<ul style="list-style-type: none">- Recognize strengths and opportunities of each industry cluster- Partner on efforts of each Alliance to plan activities in support of industry	<ul style="list-style-type: none">- Outreach to employers via personal visits, phone calls and email- Brochures to raise awareness of Alliance- Outreach to K-12 educators and students	<ul style="list-style-type: none">- Bobbi Miller- Manufacturing Alliance- Job Center partners- K-12 Outreach	<ul style="list-style-type: none">- Increase awareness of careers in sector- Increase training opportunities through industry collaboration and partnership with educational institutions- Increased ability to secure grant funding to offer additional sector specific training- Connect job seekers to jobs within industry

Fox Valley Healthcare Alliance and various subcommittees:

- Purpose is to ensure an abundant supply of high quality healthcare professionals in northeast Wisconsin now and in the future by working collaboratively with all stakeholders (healthcare facilities, educational institutions, public health, workforce development and various other partners).

Activity:	Supporting outreach:	By whom & when:	Desired outcome:
<ul style="list-style-type: none"> - Recognize strengths and opportunities of each healthcare facility and educational partners. - Ensure positive clinical placement experiences for students and staff by standardizing forms and processes. - Offer hands-on career experience events for high school students in career cluster areas. - Identify healthcare workforce needs specific to region. 	<ul style="list-style-type: none"> - Outreach to healthcare facilities and educational partners through committee work and via personal visits, phone calls and email. - Maintenance of FVHCA website which includes orientation materials, forms and step by step processes for students and clinical placement staff. - Outreach to K-12 educators, students, parents and other partners. - Conduct employee departure and retention surveys and healthcare facility HR surveys on respective staffing. 	<p>-Jill Valdez and Beth Reinke, Health Care Alliance Committee</p>	<ul style="list-style-type: none"> - Increase awareness of needs for healthcare facilities and education and where improvements can be made. - Increase training opportunities through industry collaboration and partnership with educational institutions and reduce wasted clinical placement time. - 500 high school students to attend a 3 hour hands on career event throughout year. - Connect job seekers to jobs within industry. - Provide real information to education partners on future programming needs - Health Care Summit to be conducted in April 2013. Topics include future healthcare workforce and retention and attraction of healthcare educators.

Incumbent Worker Training:

- Offer employers financial assistance in training current employees based on WIA eligibility as funding is available.

Activity:	Supporting outreach:	By whom & when:	Desired outcome:
<ul style="list-style-type: none"> - Offer training opportunities to employers - Possibility of pooling employers for training 	<ul style="list-style-type: none"> - Business Services Team calling on employers – by phone, in person 	Business Services Team	Increase skill set of employees being trained to retain jobs, increase productivity, increase rate of pay or job advancement

Participation in Society for Human Resource Management (SHRM) Fox Cities/Oshkosh/Fond du Lac:

- Partner with local HR professionals on efforts of mutual interest.

Activity:	Supporting outreach:	By whom & when:	Desired outcome:
<ul style="list-style-type: none"> - Outreach to job centers - Board PartnershipEmployer workshops at local job centers, job fairs, etc. 	<ul style="list-style-type: none"> - Business Services Team calling on employers – by phone, in person 	Business Services Team	<ul style="list-style-type: none"> - Increase two-way communication about skills needed from employers in the area - Increase awareness of support that can be offered by FVWDB, job centers and partnering entities

Employer of the Week:

- Allow employers a venue at local job centers to let job seekers know more about the opportunities at their company.

Activity:	Supporting outreach:	By whom & when:	Desired outcome:
<ul style="list-style-type: none"> - Displaying company material at each respective job center - On site recruitment for participating Employer of the Week (no charge for 4 hour block of time) 	<ul style="list-style-type: none"> - Business Services Team calling on employers – by phone, in person, by email 	Business Services Team	<ul style="list-style-type: none"> - Increased job seeker awareness of positions available at a particular company - Increase applicant flow to participating employer - Allow personal connection with company representative at the job center - Increase employer understanding and support of job centers

Partnership with local Economic Development Committees:

- Gain a better understanding of local ED efforts and support local communities in a responsive, coordinated way.

Activity: Partner with the following ED committees:	Supporting outreach:	By whom & when:	Desired outcome:
<ul style="list-style-type: none">- FCEDP- WCEDC- OAEDC- CHAMCO- TRI-COUNTY EDC- CALUMET CTY EDC- FCEDC- NEWREP	<ul style="list-style-type: none">- Personal connection with local ED representatives- Participation on FVWDB ED Committee	Business Services Team	<ul style="list-style-type: none">- Increased partnership with local ED professionals- Coordinated outreach efforts and responsiveness to expansion/retention efforts within a local area

Local Community/County Retention Visits

Activity:	Supporting outreach:	By whom & when:	Desired outcome:
<ul style="list-style-type: none">- Employer visits conducting retention survey as determined by local ED committee	<ul style="list-style-type: none">- Schedule and conduct retention call on behalf of local ED partnership- As needs are identified, connect employer with local resources to address areas of concern	Business Services Team	<ul style="list-style-type: none">- Increase participation of regional retention survey efforts- Identify employer needs and offer solutions or connection to solutions in the community

Grant Support & Coordination:

- Enhance current services by supporting and coordinating grant efforts with employers, job seekers and community partners.

Activity:	Supporting outreach:	By whom & when:	Desired outcome
<ul style="list-style-type: none">- SAGE- Entrepreneurial Grant- EISP (Emerging Industries Skills Partnership – while this grant has been exhausted, consider partnership in others like it)	<ul style="list-style-type: none">- Identify companies that would be willing to partner on grant opportunities- Partner with local community resources as needed- Continually look for employer needs and grants to alleviate those needs	Business Services Team	<ul style="list-style-type: none">- Coordinate efforts to bring grant to a successful completion in a timely manner- Serve as a liaison between the grantor and recipients of the grant

Job Center Management Team:

- Leadership function of local job centers to ensure job center services are offered in a coordinated, collaborative manner.

Activity:	Supporting outreach	By whom & when:	Desired outcome:
<ul style="list-style-type: none">- Attend regular management team meetings at job center- Identify issues that need to be discussed as a team- Identify opportunities for new services that would enhance those currently offered at the center in support of employer or job seeker needs- Partner to create cross functional/cross organizational teams.	<ul style="list-style-type: none">-Engage DWD in effort to support team approach to service delivery	<ul style="list-style-type: none">FVWDB Business Services Team, Job Service, DVR, Vets, and other partners	<ul style="list-style-type: none">- Find solutions to existing issues- Look for areas of collaboration with partner entities- Provide a framework for job center functions

Employer Expansion Recruitment Efforts:

- Assist employers in efforts to recruit, interview and select highly qualified candidates.

Activity:	Supporting outreach:	By whom & when:	Desired outcome:
<ul style="list-style-type: none">- Assist employer in linking to existing resources from the local job center (for example, Job Center of Wisconsin, Employer of the Week, etc.)- Contract with employer to provide pre-screening services	<ul style="list-style-type: none">- Employer newsletter- Personal visits and calls to employers- Partnership with ED /Chamber professionals	<ul style="list-style-type: none">- Business Services Team	<ul style="list-style-type: none">- Facilitate company expansion efforts- Assist employers in finding job seekers with the needed skills- Educate employers on array of services available through the workforce development system

New North participation in various committees/efforts to fulfill the mission of New North

Activity:	Supporting outreach:	By whom & when:	Desired outcome:
<ul style="list-style-type: none"> - Create opportunity to link Economic Development and Workforce Development to strengthen the economy - Jobs Campaign 	<ul style="list-style-type: none"> - Alignment of resources between WDB, technical colleges and Economic Development - Utilizing LMI for available jobs in NEW and aligning job seekers to jobs - Public Service Announcements and Top 5 lists for job seekers 	<ul style="list-style-type: none"> - Representation on ADRD Task Force and Dislocated Worker Task Force 	<ul style="list-style-type: none"> - Maximize employment opportunities for displaced workers and job seekers in FVWDB region of NEW North

Employer Led Workshops:

- Allow opportunities for job seekers to gain advice from employers.

Activity:	Supporting outreach:	By whom & when:	Desired outcome:
<ul style="list-style-type: none"> - Mock Interviewing - Resume Review - Interview Skills 	<ul style="list-style-type: none"> - For job seekers: emails, posters and word of mouth through job center and center staff 	<ul style="list-style-type: none"> - FVWDB Business Service Team, Job Service, Vets, DVR, others 	<ul style="list-style-type: none"> - Give job seekers current and accurate information to assist their job search.

Chick-fil-A Leadercast:

- A one day leadership event broadcast to hundreds of locations around the world featuring world-renowned speakers, applicable content and an experiential environment

Activity:	Supporting outreach:	By whom & when:	Desired outcome:
<ul style="list-style-type: none"> - Coordinate distribution of complimentary tickets to Leadercast for CCN members 	<ul style="list-style-type: none"> - Promote free tickets to CCN members if FVSHRM is able to continue to offer this opportunity - Share registration/event information with other businesses that would benefit from attendance 	<ul style="list-style-type: none"> - Business Services, FVSHRM 	<ul style="list-style-type: none"> - CCN member attendance at Leadercast - Promote awareness of local event within the community

Employer Space Reservations Rental:

Activity:	Supporting outreach:	By whom & when:	Desired outcome:
<ul style="list-style-type: none"> - Renting rooms at each respective job center 	<ul style="list-style-type: none"> - Business Services Team calling on employers – by phone, in person 	<ul style="list-style-type: none"> - Business Services Team 	<ul style="list-style-type: none"> - 50 employers will take advantage of space in job centers per year



**Memorandum of Understanding
Pursuant to the Workforce Investment Act of 1998
For the FOND DU LAC AREA JOB & CAREER CENTER - Comprehensive Job Center**

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

This MEMORANDUM OF UNDERSTANDING is made and entered into this 1st day of January, 2012, by and between:

- a. Fox Valley Workforce Development Board, Inc. (FVWDB) (WIA; SCSEP)
1401 McMahon Dr., Neenah WI 54956
Contact Person: Cheryl Welch, (920) 720-5600; FAX: (920) 720-5606
e-mail: cwelch@FVWDB.com
- b. Bill Barribeau, FVWDA Chief LEO
Calumet County Board Chair
N7798 Lakeshore Ln.
Sherwood, WI 54169 (920) 989-2626
- c. One-Stop Operator is a consortium of mandatory partners listed here,
including: DWD -Job Service, DWD -Veteran's Services, DWD -Div. of Vocational
Rehabilitation, Moraine Park Technical College and the Fox Valley WDB.
- d. Moraine Park Technical College (Adult Basic Education & Family Literacy; Carl Perkins)
235 North National Avenue, P.O. Box 1940, Fond du Lac, WI 54936-1940
Contact Person(s): JoAnn Hall, (920) 924-3299 FAX (920) 924-3124
E-mail: jhall@morainepark.edu
Sandra Huenink (920) 924-3130 FAX (920) 924-3117
E-mail: shuenink@morainepark.edu
- e. The Wisconsin Dept. of Workforce Development, Division of Vocational
Rehabilitation (Vocational Rehabilitation)
349 North Peters Avenue, Fond du Lac, WI 54935
Contact Person: Craig Wehner, (920) 929-3948 FAX: (920)929-2974
E-mail: craig.wehner@dwd.state.wi.us
- f. The Wis. Dept. of Workforce Development –Job Service (Wagner-Peyser; TAA)
349 North Peters Avenue, Fond du Lac, WI 54935
Contact Person: Mike Irwin, (920) 968-6308; FAX (920) 832-5297
E-mail: Michael.Irwin@dwd.wisconsin.gov

- g. The Wis. Dept. of Workforce Development –Veteran’s Services (Veterans Services)
349 North Peters Ave., Fond du Lac WI 54952
Contact Person: Gary Meyer, (920) 968-6873; FAX (920) 929-3924
E-mail: Gary.Meyer@dwd.wisconsin.gov

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

2. Services to be provided through the Job Center System:

- a) **The services/functions provided at the FDL J&CC.**
The services provided in the Fond du Lac Area Job & Career Center (FDL J&CC) include core services, intensive services and training services. Functions and services which are provided at the FDL J&CC, including Core, Intensive and Training, are identified in Attachment 1 - Collaborative Service Plan.
- b) **Core services provided by each partner per their respective program/funding at the FDL J&CC, and the arrangements for providing those services.**
The core services provided by each partner per their respective program requirements include, but not limited to: program eligibility determination, outreach, intake and orientation information, initial skills assessment, job search and placement assistance, career exploration, supportive service information and referral. See Attachment 1 -Collaborative Service Plan for universal core service identification.
- c) **The Intensive and Training services provided by each partner, where appropriate, at the FDL J&CC.** Intensive services are provided by center partners per their respective program. Services include, but not limited to, those identified in Attachment 1 - Collaborative Service Plan.

3. Costs of Services and Operating Costs for the Job Center System:

- a.) The cost for the services offered are funded through the various partner funding streams for core, intensive and training services, based on program needs. The FVWDB provides WIA core funds to pay for full time resource room staff. Wagner-Peyser assists with resource room staffing as needed. The FVWDB will ask Job Service for more partner time in the resource room as cross funded/cross organizational teams are developed. In addition the FDL J&CC mgt. team administers a center fund for common universal activities. All partners, through lease agreements contribute to the operation of shared and common space. See Attachment 2 for budget information provided by partners (where available).
- b.) **OPTIONAL: Any agreements among WIA partners and/or sub-contractors relating to access of employer's job openings and job order postings on JobCenterofWisconsin.** None:

4. Methods for Referral of Individuals between One-Stop Operator and the Job Center Partners and between the Job Center Partners:

- a. **The methods for referral of individuals between the One-Stop Operator (OSO) and the FDL J&CC Partners, for the appropriate services and activities.** As the OSO is a consortium of

mandatory partners the customer referral process is essentially the same as between center partners (see below narrative).

b. Processes for referral to partners within the Fond du Lac Job & Career Center:

Referral of Individuals between the one-stop partners, all co-located at the Fond du Lac Area Job & Career Center is as follows. Direct contact among one-stop partner agencies is the primary means of referral. The staff person usually contacts another service providing agency via the internal telephone system and then would walk the client over to the office of the service providing agency.

A FDL J&CC resource directory has been developed which includes a listing of various FDL J&CC partner services. FDL J&CC reception desk and resource room/career center staff are trained and informed of partner services to insure job seekers can be referred to the proper program/service. This referral guide listing has been distributed to all the Center partners. This referral listing provides a complete listing of programs offered, complete with any special requirements.

Those referrals outside the center are usually accomplished via a telephone call. This seems to be the quickest and most efficient means to link the customer to the desired service provider. FDL J&CC staff also utilize the United Way 211 system for customer referral to services elsewhere in the community.

One-stop partner programs funded by the Department of Labor (DOL) will provide Veterans and eligible spouse's priority of service in accordance with the Jobs for Veteran's Act (PL107-288).

c. OPTIONAL: Any special agreements for confidentiality and data sharing.
None

5. 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.) 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. 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. 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.
- c.) Disputes:** Disputes arising from this MOU shall be discussed by center partners and will attempt to resolve the issue through a timely, collegial process by which to hear and resolve the concerns of the individual partners.

- 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.

6. 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.** None

7. Attachments:

- a. **Attach other documents that are references in this MOU.**

Attachment 1 - Collaborative service plan

Attachment 2 - Center budget for funding of services (where available)

8. Authority and Signatures: Fond du Lac Area Job & Career Center MOU 2011

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.

FOR THE FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.

Cheryl A. Welch 12/21/11
Signature Date
Cheryl Welch, CEO

FOR THE CHIEF LOCAL ELECTED OFFICIAL

Bill Baribeau
Signature Date
Bill Baribeau, FVWDA Chief LEO & Calumet County Board Chair

FOR THE One-Stop Operator (insert name of) OSO is a consortium of mandatory partners whose signatures are affixed on this document.

FOR THE MORaine PARK TECHNICAL COLLEGE

Sheila K. Ruhland 12-14-11
Signature Date
Dr. Sheila K. Ruhland, President

FOR THE DWD JOB SERVICE

Michael Irwin 11/18/11
Signature Date
Michael Irwin, WDA District Director

FOR THE DWD DIVISION OF VOCATIONAL REHABILITATION

Craig Wehner 11/30/11
Signature Date
Craig Wehner, WDA District Director

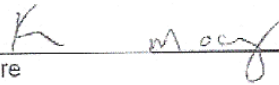
FOR THE DWD VETERANS SERVICES

Gary Dm O'Meyer 12-6-11
Signature Date
Gary Meyer, Regional Supervisor

Feb. 14. 2012 12:29PM

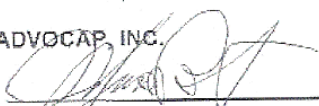
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FOR THE FOND DU LAC CO. DEPT. OF SOCIAL SERVICES

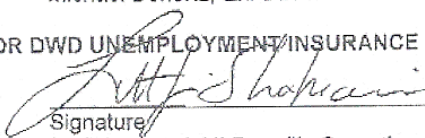
 2-20-2012

Signature Date
Kim Mooney

FOR ADVOCAP, INC.

_____
Signature Date
Michael Bonertz, Ex. Director

FOR DWD UNEMPLOYMENT INSURANCE

 02/14/12

Signature Date
Lutfi Shahrani, UI Benefits Operations Bureau Director

Received on 2/14/2012 12:32:46 PM [Central Standard Time] PRO 2602621

For July 1, 2011 – June 30, 2013

How services will be provided at each comprehensive Job Center.

Location of site: **FOND DU LAC AREA JOB & CAREER CENTER (FDL J&CC)****COMPREHENSIVE JOB CENTER**

Function/Service	Which Agency Will Do What?	Agency
Core Services (universal) RESOURCE ROOM	WIA subcontracted staff (WEINC) and Job Service staff are responsible for staffing the FDL J&CC Resource Room/Career Center. Core services provided include: basic triage assessment, referral to partner programs(including basic eligibility and info on partner programs), job search assistance , career exploration, provision of LMI through Worknet and WisCareers, providing assistance with resume & cover letters, pc based tutorials, access to DVDs, books etc.. UI information/access is provided.	WIA (WEINC)/Job Service
Core Services (universal) Career Counseling WorkKeys/KeyTrain/NCRC	Career Counseling Services are offered to a universal population by the DWD Job Service Counselor. Moraine Park Technical College provides these services to the general public by referral to the main campus. In addition the universal customer can access WorkKeys/KeyTrain to acquire a National Career Readiness Certificate (NCRC).	Job Service/MPTC
Core Services (universal) Workshops/Job Club	FDL County D.S.S. and UW-Extension staff provides workshops for the public on life skills and money management. WIA subcontracted staff provide basic computer skills workshops. Job Seeking skills workshops are provided by WIA subcontracted staff primarily from the Fox Cities WDC via video. The FDL J&CC accesses video based workshops from throughout Wisconsin.	FDL D.S.S/UW-Extension/WIA/Job Service
(universal) GED/HSED/ Adult Basic Education	Moraine Park Technical College provides on-site assistance for general public individuals seeking their GED/HSED, improve skills for employment, prepare for college or receive assistance with their college courses.	MPTC

Function/Service	Continued from previous page Which Agency Will Do What?	Agency
(universal) Financial Counseling	As previously mentioned the UW-Extension provides money management workshops. English and Spanish versions of the FDIC Money Smart Tutorials as well as the DWD “Your Financial Future” DVD are available on a daily basis in the FCWDC Resource Room/Career Center.	WIA & Job Service Resource Room/UW-Extension
Marketing	WDA Business Services team will be responsible for marketing center services to employers. A minimal level of marketing will be aimed at job seekers through center website, brochures etc.	FVWDB/Job Service/Veterans DVR/MPTC
Intensive Services (targeted) Intake/Case Management	All partners conduct program specific intake and case management services for their specific program(s). Partners provide comprehensive and specialized assessments, identify employment barriers, develop employment plans and provide short term prevocational services for targeted populations as well as referral to training services.	All Partners WIA//TAA/VETERANS/ DVR/ SENIOR EMP. PROG
Training Services (targeted)	All partners provide some type of training services for targeted populations, including occupational classroom training, skill upgrading and retraining, customized training, on-the job training and work experience opportunities.	All Partners WIA/TAA/VETERANS/ DVR/ SENIOR EMP. PROG
Business Services (list them)	Prescreening, Accepting Job Applications, Workshops, Meeting Room Rentals, Labor Law Clinics, Job Fairs, Background Checks, Reference Checks etc. Small Bus. Dev. technical assistance & loans by referral.	FVWDB/ Job Service/Veterans DVR/MPTC.

**MOU: Estimated Cost Contribution and Staffing Plan
FOND DU LACA AREA JOB & CAREER CENTER**

BUDGET - For 7/1/11 to 6/30/12 (time period)

Attachment 2

LOCATION OF COMPREHENSIVE JOB CENTER: 349 North Peters Avenue, Fond du Lac, WI 54935

Cost Sharing (\$) and Staffing (FTE) (By Agency)					
Costs (\$) (Other than Program Support and Training)	Total*	DWD Job Service	DWD Veteran's Services	Division of Vocational Rehab.	Workforce Development
Personnel Wage & Fringe	\$147,184	Not Available	Not Available	Not Available	0
Maintenance/Janitorial Service (included in lease)	\$0				
Resource Room Supplies	\$0				
IT costs (connectivity, Equipment, etc.)	\$1,200				
Lease Costs	\$7,980				00
Office Supplies	\$400				
Marketing/Advertising/Promotional materials	\$0				
Telephone	\$0				
Travel	\$0				
Miscellaneous	\$450				
Other	\$400				00
Other	\$0				
TOTAL CENTER COST (\$)	\$157,614	\$0		\$0	75
STAFFING PLAN (FTE(s))					
Job Center Management Positions	1.00		1.00	Not Available	
Business Relations Positions	0.00				
Resource Room Positions	2.00	1.00			
Reception Positions	0.00				
Case Management Positions	5.90	3.00	0.40		
Counseling Positions	0.00				
Workshop/Instructional Positions	0.50				
Other	0.00				
Total FTEs	9.40	4.00	1.40	0.00	

* Total should equal the combined contributions among contributing agencies

md/WIA plan/FDL



**Memorandum of Understanding
Pursuant to the Workforce Investment Act of 1998
For the Fox Cities Workforce Development Center - Comprehensive Job Center**

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

This MEMORANDUM OF UNDERSTANDING is made and entered into this 29th day of March, 2013, by and between:

- a. Fox Valley Workforce Development Board, Inc. (FVWDB) (WIA; SCSEP)
1401 McMahon Dr. Neenah WI 54956
Contact Person: Paul Stelter, (920) 720-5600; FAX: (920) 720-5606
e-mail: pstelter@fvwdb.com
- b. Allen Buechel, FVWDA Chief LEO
Fond du Lac County Executive
160 S. Macy Street, Fond du Lac, WI 54935 (920) 929-3155
e-mail: allen.buechel@fdlco.WI.gov
- c. Bay Area Workforce Development Board, Inc. (BAWDB) (WIA)
317 W. Walnut Street, Green Bay, WI 54303
Contact Person: James Golembeski (920) 431-4100
e-mail: jgolembeski@bayareawda.org
- d. James Barlow, BAWDB Chief LEO
125 Arlington Ave. Algoma, WI 54201 920-487-3783
algomadude@aol.com
- e. One-Stop Operator is a consortium of mandatory partners listed here,
including: Job Service, Veteran's Services, Div. of Vocational Rehabilitation,
Outagamie Co. D.H.H.S., Fox Valley Technical College, Forward Service Corp.,
Fox Valley WDB and the Bay Area WDB.
- f. Fox Valley Technical College (Adult Basic Ed. & Family Lit.; Carl Perkins V&AT Ed.)
1825 N Bluemound Rd., P.O. Box 2277 Appleton, WI 54913-2277
Contact Person: Robert Klein, (920) 735-2456; E-mail: klein@fvtc.edu
Denise Martinez (920)735-579; E-mail: martinez@fvtc.edu
- g. Outagamie County Department of Health and Human Services (FSET)
401 South Elm Street, Appleton WI 54911
Contact Person: Amy Roland, (920) 832-2190; FAX (920) 832-4779
E-mail: RolandA@co.outagamie.wi.us

- h. Forward Service Corporation
1402 Pankratz Street 101, Madison WI 53704
Contact Person: Lisa Omen, (608) 244-3526
E-mail: Lomen@fsc-corp.org
- i. The Wisconsin Dept. of Workforce Development, Division of Vocational Rehabilitation (DVR)
349 North Peters Avenue, Fond du Lac, WI 54935
Contact Person: Craig Wehner, (920) 929-3948 FAX: (920) 929-2974
E-mail: craig.wehner@dwd.state.wi.us
- j. The Wis. Dept. of Workforce Development –Job Service (Wagner-Peyser; TAA)
1802 Appleton Road, Menasha WI 54952
Contact Person: Debra Cronmiller, (920) 968-6308; FAX (920) 832-5297
E-mail: Debra.Cronmiller@dwd.wisconsin.gov
- k. The Wis. Dept. of Workforce Development –Veteran’s Services (Veterans Services)
349 North Peters Ave., Fond du Lac WI 54952
Contact Person: Gary Meyer, (920) 968-6873; FAX (920) 929-3924
E-mail: Gary.Meyer@dwd.wisconsin.gov

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

2. Services to be provided through the Job Center System:

- a) **The services/functions provided at The Fox Cities Workforce Development Center.**
The services provided in the Fox Cities Workforce Development Center include core services, intensive services and training services. Functions and services which are provided at the FCWDC, including Core, Intensive and Training, are identified in Attachment 1 - Collaborative Service Plan.
- b) **Core services provided by each partner per their respective program/funding at the FCWDC, and the arrangements for providing those services.**
The core services provided by each partner per their respective program requirements include, but not limited to: program eligibility determination, outreach, intake and orientation information, initial skills assessment, job search and placement assistance, career exploration, supportive service information and referral. See Attachment 1 - Collaborative Service Plan for universal core service identification.
- c) **The Intensive and Training services provided by each partner, where appropriate, at the FCWDC.** Intensive services are provided by center partners per their respective program. Services include, but not limited to, those identified in Attachment 1 - Collaborative Service Plan.

3. Costs of Services and Operating Costs for the Job Center System:

The cost for the services offered is funded through the various partner funding streams for core, intensive services and training services, based on program needs. The FVWDB

and BAWDB provide WIA core funds to pay for full time Resource Room staff. Wagner-Peyser assists with Resource Room staffing. In addition the FCWDC mgt. team administers a center fund for common universal activities. All partners, through lease agreements contribute to the operation of shared and common space as well as center receptionist.

OPTIONAL: Any agreements among WIA partners and/or sub-contractors relating to access of employer's job openings and job order postings on JobCenterofWisconsin. None

4. Methods for Referral of Individuals between One-Stop Operator and the FCWDC Partners and between the FCWDC Partners:

a. Methods for referral of individuals between the One-Stop Operator (OSO) and the FCWDC Partners, for the appropriate services and activities at the FCWDC.

As the OSO is a consortium of mandatory partners the customer referral process is essentially the same as between center partners (see below narrative).

b. Processes for referral to partners within the FCWDC:

Referral of Individuals between the one-stop partners, all co-located at the Fox Cities Workforce Development Center, is as follows. Direct contact among one-stop partner agencies is the primary means of referral. The staff person usually contacts another service providing agency via the internal telephone system and then would walk the client over to the office of the service providing agency.

A FCWDC resource directory has been developed which includes a listing of various FCWDC partner services. In addition there is a directory/referral guide for the entire Goodwill campus (FCWDC is located on this campus) which includes FCWDC services as well as services provided elsewhere on campus. FCWDC reception desk and resource room/career center staff are trained and informed of partner services to insure job seekers can be referred to the proper program. This referral guide listing has been distributed to all the Center partners and other CBO's located within the Goodwill complex. This referral listing provides a complete listing of programs offered and provides specific contact names and telephone numbers. There are numerous contacts listed, complete with agency name, contact name, telephone number, and special requirements.

Those referrals outside the center are usually accomplished via a telephone call or e-mail. This seems to be the quickest and most efficient means to link the customer to the desired service provider. FCWDC staff also utilize the United Way 211 system for customer referral to services elsewhere in the community.

One-stop partner programs funded by the Department of Labor (DOL) will provide Veterans and eligible spouse's priority of service in accordance with the Jobs for Veteran's Act (PL107-288).

- c. **OPTIONAL: Any special agreements for confidentiality and data sharing.**
None

5. Duration, Withdrawal, Dispute Resolution, 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) **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. 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. 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.
- c) **Disputes:** Disputes arising from this MOU shall be discussed by center partners and will attempt to resolve the issue through a timely, collegial process by which to hear and resolve the concerns of the individual partners.
- 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.

6. 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.** None

7. Attachments:


- a) **Attach other documents that are references in this MOU.**

Attachment 1 - Collaborative service plan


Authority and Signatures - FOX CITIES WDC MOU 2011:

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.


FOR THE FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.

 3-19-13
Signature Date
Paul Stelter, CEO

FOR THE FWDA CHIEF LOCAL ELECTED OFFICIAL

 3/21/13
Signature Date
Allen Buechel, FWDA Chief LEO & FDL Co. Executive

FOR THE BAY AREA WORKFORCE DEVELOPMENT BOARD, INC.

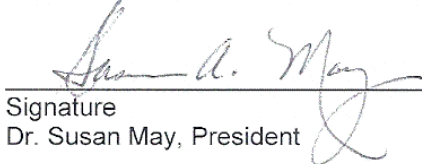
 3/25/2013
Signature Date
James Golembeski, Exec. Dir.

FOR THE BAWDA CHIEF LOCAL ELECTED OFFICIAL

 3/26/13
Signature Date
James Barlow, BAWDB Chief LEO & Kewaunee County Designee

FOR THE One-Stop Operator (insert name of) Consortium of mandatory partners whose signatures are affixed on this document.

FOR THE FOX VALLEY TECHNICAL COLLEGE

 3-22-13
Signature Date
Dr. Susan May, President

FOR THE DWD JOB SERVICE

Signature

Debra Cronmiller, WDA District Director

Date

3/19/13

FOR THE DWD DIVISION OF VOCATIONAL REHABILITATION

Signature

Craig Wehner, WDA District Director

Date

3/21/13

FOR THE DWD VETERANS SERVICES

Signature

Gary Meyer, Acting Dir. Office of Veterans Services & Region Two Supervisor

Date

3/21/13

FOR THE OUTAGAMIE COUNTY DEPT. OF HEALTH & HUMAN SERVICES

Signature

Rosemary Davis, Director

Date

3/20/13

FOR THE FORWARD SERVICE CORPORATION

Signature

Marcia Christiansen, CEO

Date

3-19-13

MOU: Collaborative Service Plan Attachment 1
For March 29, 2013 – June 30, 2014

How services will be provided at each comprehensive Job Center.

Location of site: **FOX CITIES WORKFORCE DEVELOPMENT CENTER**

COMPREHENSIVE JOB CENTER, 1802 Appleton Road, Menasha WI

Function/Service	Which Agency Will Do What?	Agency
Core Services (universal) RESOURCE ROOM	WIA subcontracted staff and Job Service staff are responsible for staffing the FCWDC Resource Room/Career Center. Core services provided include: basic triage assessment, referral to partner programs(including basic eligibility and info on partner programs), job search assistance , career exploration, provision of LMI through Worknet and WisCareers, providing assistance with resume & cover letters, pc based tutorials, access to DVDs, books etc. UI information/access is provided.	WIA (LETC/FSC) & Job Service
Core Services (universal) Career Counseling KeyTrain/Work keys/NCRC	Career Counseling Services are offered to a universal population by the DWD Job Service Counselor. FVTC provides these services to the general public by referral to the main campus. In addition The general public can access Work Keys/KeyTrain to acquire the National Career Readiness Certificate.	Job Service/FVTC
Core Services (universal) Workshops/Networking	WIA subcontracted staff provide basic computer skills and Job Seeking skills workshops as well as & job seeking workshops offered via video from throughout Wisconsin. Other partners may assist. In addition weekly networking workshops are available through Career Changers on-site meetings and referral to the FVTC campus Job Seekers Network.	WIA/FVTC/Job Service
(universal) GED/HSED/ Adult Basic Education	General public individuals seeking their GED/HSED or to improve their basic education skills will be referred to an FVTC campus.	FVTC By Referral
(universal) Financial Counseling	FISC, which is part of Goodwill Industries is co-located in the same building as the FCWDC and provides financial counseling workshops. English and Spanish versions of the FDIC Money Smart Tutorials as well as the	WIA & Job Service Resource Room/FISC

Function/Service	Continued from previous page Which Agency Will Do What?	Agency
	DWD "Your Financial Future" DVD are available on a daily basis in the FCWDC Resource Room/Career Center. FVTC Students can access financial counseling through the Financial Wellness Center (FWC) on the FVTC Appleton Campus.	WIA & Job Service Resource Room/FISC/FVTC
Marketing	WDA Business Services team will be responsible for marketing center services to employers. A minimal level of marketing will be aimed at job seekers through center website, brochures etc.	FWWDB/Job Service/Veterans DVR/FVTC/NWTC
Intensive Services (targeted) Intake/Case Management	All partners conduct program specific intake and case management services for their specific program(s). Partners provide comprehensive and specialized assessments, identify employment barriers, develop employment plans and provide short term prevocational services for targeted populations as well as referral to training services.	All Partners :WIA (FV&BA WDB subcontractors)/ TANF TAA/VETERANS DVR/ SENIOR EMP. PROG
Training Services (targeted)	All partners provide some type of training services for targeted populations, including occupational classroom training, skill upgrading and retraining, customized training, on-the job training and work experience opportunities.	All Partners: WIA(FV&BA subcontractors) , TAA , VETERANS, DVR, CAP Ser., SENIOR EMP. PROG
Business Services (list them)	Prescreening, Accepting Job Applications, Workshops, Meeting Room Rentals, Labor Law Clinics, Job Fairs, Background Checks, Reference Checks etc. Small Bus. Dev. technical assistance & loans by referral. Assisting employers to post open positions on JCW (JobNet) Wisconsin. Prescreening, Accepting Job Applications, Workshops, Meeting Room Rentals, Labor Law Clinics, Job Fairs, Background checks, reference checks etc. Small Bus. Dev. technical assistance & loans by referral.	FWWDB/ Job Service/Veterans DVR/FVTC/NWTC
Dis. Wkr. Rapid Response	Provide RR orientation to community services due to plant closing or mass layoff.	WIA/TAA/FVTC/UI/Vets



**Memorandum of Understanding
Pursuant to the Workforce Investment Act of 1998
For the OSHKOSH AREA WORKFORCE DEVELOPMENT CENTER
Comprehensive Job Center**

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

This MEMORANDUM OF UNDERSTANDING is made and entered into this 1st. day of January, 2012, by and between:

- a. Fox Valley Workforce Development Board, Inc. (FVWDB) (WIA; SCSEP)
1401 McMahon Dr., Neenah WI 54956
Contact Person: Cheryl Welch, (920) 720-5600; FAX: (920) 720-5606
e-mail: cwelch@FVWDB.com
- c. Bill Barribeau, FVWDA Chief Local Elected Official (LEO)
Calumet County Board Chair
N7798 Lakeshore Ln.
Sherwood, WI 54169 (920) 989-2626
- h. One-Stop Operator is a consortium of mandatory partners listed here,
including: DWD-Job Service, DWD-Veteran's Services, DWD-Div. of Vocational
Rehabilitation, Winnebago Co. Dept. of Human Services and the Fox Valley WDB.
- i. Winnebago County Department of Human Services (TANF; FSE&T)
220 Washington Ave., P.O. Box 2187, Oshkosh WI 54903-2187
Contact Person: Ann Kriegel (920) 236-4620 FAX (920) 303-4792
E-mail: Akriegel@co.winnebago.wi.us
- j. The Wisconsin Dept. of Workforce Development, Division of Vocational
Rehabilitation (Vocational Rehabilitation)
349 North Peters Avenue, Fond du Lac, WI 54935
Contact Person: Craig Wehner, (920) 929-3948 FAX: (920) 929-2974
E-mail: craig.wehner@dwd.state.wi.us
- k. The Wis. Dept. of Workforce Development –Job Service (Wagner-Peyser; TAA)
1802 Appleton Road, Menasha WI 54952
Contact Person: Mike Irwin, (920) 968-6308; FAX (920) 832-5297
E-mail: Michael.Irwin@dwd.wisconsin.gov
- l. The Wis. Dept. of Workforce Development –Veteran's Services (Veterans Services)
349 North Peters Ave., Fond du Lac WI 54952
Contact Person: Gary Meyer, (920) 968-6873; FAX (920) 929-3924
E-mail: Gary.Meyer@dwd.wisconsin.gov

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

2. Services to be provided through the Job Center System:

- a.) The services provided in the Oshkosh Area Workforce Development Center (OAWDC) include core services, intensive services and training services. Functions and services which are provided at the OAWDC including Core, Intensive and Training, are identified in Attachment 1 - Collaborative Service Plan.
- b.) The core services provided by each partner per their respective program requirements include, but not limited to: program eligibility determination, outreach, intake and orientation information, initial skills assessment, job search and placement assistance, career exploration, supportive service information and referral. See Attachment 1 -Collaborative Service Plan for universal core service identification.
- c.) Intensive services are provided by center partners per their respective program. Services include, but not limited to, those identified in Attachment 1 - Collaborative Service Plan.

3. Costs of Services and Operating Costs for the Oshkosh WDC:

a.)The cost for services offered is funded through the various partner funding streams for core, intensive services and training services, based on program needs. The FVWDB provides WIA core funds to pay for full time resource room staff. Winnebago County also contributes funds for staffing the resource room. Wagner-Peyser assists with resource room staffing as needed. The FVWDB will ask Job Service for more partner time in the resource room as cross funded/cross organizational teams are developed. In addition the OAWDC mgt. team administers a center fund for common universal activities. All partners, through lease agreements contribute to the operation of shared and common space. See Attachment 2 for budget information provided by partners (where available).

b.)OPTIONAL: Any agreements among WIA partners and/or sub-contractors relating to access of employer's job openings and job order postings on JobCenterofWisconsin. None:

4. Methods for Referral of Individuals between One-Stop Operator and the OWDC Partners and between the Job Center Partners:

a.)The methods for referral of individuals between the One-Stop Operator (OSO) and the OWDC Partners, for the appropriate services and activities at the OWDC. As the OSO is a consortium of mandatory partners the Customer referral process is essentially the same as the referral between center partners (see below narrative).

b.) Processes for referral to partners within the OWDC:

Referral of Individuals between the one-stop partners, all co-located at the Oshkosh Area Workforce Development Center is as follows. Direct contact among one-stop partner agencies is the primary means of referral. The staff person usually contacts another service providing agency via the internal telephone system and then would walk the client over to the office of the service providing agency.

An OAWDC resource directory has been developed which includes a listing of various OAWDC partner services. The OAWDC reception desk and resource room/career Center staff are trained and informed of partner services to insure job seekers can be referred to the proper program/service. This referral guide listing has been distributed to all the Center partners. This referral listing provides a complete listing of programs offered, complete with any special requirements.

Those referrals outside the center are usually accomplished via a telephone call. This

seems to be the quickest and most efficient means to link the customer to the desired service provider. OAWDC staff also utilize the United Way 211 system for customer referral to services elsewhere in the community.

One-stop partner programs funded by the Department of Labor (DOL) will provide Veteran's and eligible spouses priority of service in accordance with the Jobs for Veteran's Act (PL107-288).

- c.) **OPTIONAL: Any special agreements for confidentiality and data sharing.**
None.

5. Duration, Dispute Resolution, Withdrawal, Amendment and Severability:

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.

a.) **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. 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. 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.

b.) **Disputes:** Disputes arising from this MOU shall be discussed by center partners and will attempt to resolve the issue through a timely, collegial process by which to hear and resolve the concerns of the individual partners.

c.) **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.

d.) **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.

6. Other provisions:

- c) 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.
- d) **Any other provisions as determined locally.** None

7. Attachments:

- a.) **Attach other documents that are references in this MOU.**

Attachment 1 - Collaborative service plan

Attachment 2 - Center budget for funding of services (when available)

8. Authority and Signatures Oshkosh Area Workforce Development Center MOU 2011:

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.

FOR THE FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.

Cheryl A. Welch 12/15/11
Signature Date
Cheryl Welch, CEO

FOR THE CHIEF LOCAL ELECTED OFFICIAL

Bill Barribeau
Signature Date
Bill Barribeau, FVWDA Chief LEO & Calumet County Board Chair

FOR THE One-Stop Operator (insert name of)

OSO is a consortium of mandatory partners whose signatures are affixed on this document.

FOR THE WINNEBAGO DEPT. OF HUMAN SERVICES

L. William Topel 12/12/11
Signature Date
L. William Topel, Psy.D., Director

FOR THE DWD JOB SERVICE

Michael A. Irwin 11/18/11
Signature Date
Michael Irwin, WDA District Director

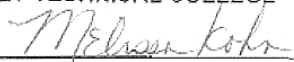
FOR THE DWD DIVISION OF VOCATIONAL REHABILITATION

Craig W. Wenhner 11/30/11
Signature Date
Craig Wenhner, WDA District Director

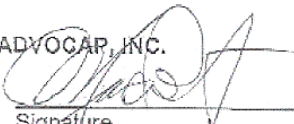
FOR THE DWD VETERANS SERVICES

Gary M. Meyer 12-6-11
Signature Date
Gary Meyer, Regional Supervisor

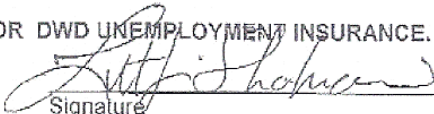
FOR THE FOX VALLEY TECHNICAL COLLEGE


Signature _____ Date 2/14/12
Melissa Kohn, Oshkosh FVTC Campus Director

FOR ADVOCAP, INC.


Signature _____ Date _____
Michael Bonertz, Ex. Director

FOR DWD UNEMPLOYMENT INSURANCE.


Signature _____ Date 02/14/12
Lutfi Shahrani, UI Benefits Operations Bureau Director

Received on 2/14/2012 12:32:46 PM [Central Standard Time] PRD 2602621

5(a)

Oshkosh WDC

For July 1, 2011 – June 30, 2013

How services will be provided at each comprehensive Job Center.

Location of site: **OSHKOSH AREA WORKFORCE DEVELOPMENT CENTER
COMPREHENSIVE JOB CENTER**

Function/Service	Which Agency Will Do What?	Agency
Core Services (universal) RESOURCE ROOM	WIA subcontracted staff (WEINC) and Job Service staff are responsible for staffing the Oshkosh Area Workforce Development Center(OAWDC) Resource Room/Career Center. Core services provided include: basic triage assessment, referral to partner programs(including basic eligibility and info on partner programs), job search assistance , career exploration, provision of LMI through Worknet and WisCareers, providing assistance with resume & cover letters, pc based tutorials, access to DVDs, books etc.. UI information/access is provided.	WIA (WEINC)/Job Service
Core Services (universal) Career Counseling WorkKeys/KeyTrain/NCRC	Career Counseling Services are offered to a universal population by the DWD Job Service Counselor. Fox Valley Technical College provides these services to the general public by referral to one of their campuses. The general public can access WorkKeys/KeyTrain to acquire the National Career Readiness Certificate.	Job Service/MPTC
Core Services (universal) Workshops/Job Club	WIA and TANF contracted staff provide job seeking workshops.WIA subcontracted staff provide basic computer skills workshops. Winnebago Co. TANF contracted staff provide job club services.	WIA/TANF contracted staff

Function/Service	Continued from previous page Which Agency Will Do What?	Agency
(universal) Financial Counseling	UW-Extension staff will provide money management workshops if there is sufficient interest. English and Spanish versions of the FDIC Money Smart Tutorials as well as the DWD “Your Financial Future” DVD are available on a daily basis in the FCWDC Resource Room/Career Center.	WIA & Job Service Resource Room/UW-Extension
Marketing	WDA Business Services team will be responsible for marketing center services to employers. A minimal level of marketing will be aimed at job seekers through center website, brochures etc.	FVWDB/Job Service/Veterans DVR/FVTC
Intensive Services (targeted) Intake/Case Management	All partners conduct program specific intake and case management services for their specific program(s). Partners provide comprehensive and specialized assessments, identify employment barriers, develop employment plans and provide short term prevocational services for targeted populations as well as referral to training services.	All Partners WIA/TANF- FSE&T/TAA/VETERANS/ DVR/ SENIOR EMP. PROG
Training Services (targeted)	All partners provide some type of training services for targeted populations, including occupational classroom training, skill upgrading and retraining, customized training, on-the job training and work experience opportunities.	All Partners WIA/TAA/TANF/FSE&T/VETERANS/ DVR/ SENIOR EMP. PROG
Business Services (list them)	Prescreening, Accepting Job Applications, Workshops, Meeting Room Rentals, Labor Law Clinics, Job Fairs, Background Checks, Reference Checks etc. Small Bus. Dev. technical assistance & loans by referral.	FVWDB/ Job Service/Veterans DVR/FVTC.

MOU: Cost Contribution and Staffing Plan **OSHKOSH AREA WORKFORCE DEVELOPMENT CENTER**

BUDGET - For 7/1/11 to 6/30/12 (time period)

LOCATION OF COMPREHENSIVE JOB CENTER: 315 ALGOMA BLVD, OSHKOSH, WI 54901

		Cost Sharing (\$) and Staffing (FTE) Commitment Plan (By Agency)					
Costs (\$) (Other than Program Support and Training)	Total*	Wisconsin Job Service	Division of Vocational Rehab.	Winnebago Dept. Of Soc. Ser.	FVWDB WIA Ad/DW/Yth/W/W Subcontractors	Kaiser Group Inc.	Winn. Co Child Care
Personnel Wages and Fringe Benefits	\$252,551	Not available	Not available		\$207,551		
Maintenance/Janitorial Service	\$0						
Resource Room Supplies	\$0						
IT costs (connectivity, Equipment, etc.)	\$1,200				\$1,200		
Lease Costs	\$17,340				\$17,340		
Office Supplies, (including toilet paper)	\$300				\$300		
Marketing/Advertising/Promotional materials	\$0						
Telephone	\$0						
Travel	\$0						
Miscellaneous Expenses	\$843				\$843		
Other (Job Serv. PR-General Adm)	\$0						
Other	\$0						
TOTAL COSTS (\$)	\$272,234	\$0	\$0	\$0	\$227,234	\$0	\$0
STAFFING PLAN (FTE(s))			Not available				
Job Center Management Positions	0.00						
Business Relations Positions	0.00						
Resource Room Positions	1.60				1.60		
Reception Positions	1.00			1.00			
Case Management Positions	25.00	3.00		14.00	4.00	4.00	
Counseling Positions	0.00						
Workshop/Instructional Positions	0.00						
Other (FVWDB - Corrections WIW)	1.00				1.00		
Other (day care staff)	1.00						1.00
Other -	0.00						
Total FTEs	29.60	3.00	0.00	15.00	6.60	4.00	1.00

md/WIA plan/OSHKOSH WDC Budget PY 2011/mse/rl
12/2011

* Total should equal the combined contributions among contributing agencies

Fox Valley WDA One-Stop Comprehensive and Affiliated Sites ATTACHMENT C

FOX CITIES WORKFORCE DEVELOPMENT CENTER 1802 Appleton Road Menasha, WI 54952 (920) 997-3272 (920) 997-3273 FAX	Contact: Richard Turner, (920) 720-5600, rturner@fvwdb.com No Manager, One stop Operator is consortium of mandatory partners Fox Cities WDC is a comprehensive center.	WI DWD Job Service WI DWD Veteran's WI DWD DVR FVWDB Title V. and WIA contractors: , LETC & Advocap Inc. Fox Valley Tech. College Outagamie D.S.S. Forward Service Corp. - W2
WAUPACA AREA JOB & CAREER CENTER 1979 Godfrey Drive Waupaca, WI 54981 (715) 258-8832 (715) 258-6997 FAX	Contact: Richard Turner, (920) 720-5600, rturner@fvwdb.com No Manager, One stop Operator is consortium of mandatory partners Waupaca Job Center is an affiliated site of the Fox Cities WDC	Fox Valley Tech. College FVWDB WIA: LETC
FOND DU LACA AREA JOB & CAREER CENTER 349 N. Peters Ave. Fond du Lac, WI 54935 (920) 929-3900 (920) 929-3924 FAX	Contact: Richard Turner, (920) 720-5600, rturner@fvwdb.com No Manager, One stop Operator is consortium of mandatory partners Fond du Lac J&CC is a comprehensive center.	WI DWD Job Service WI DWD Veteran's WI DWD DVR FVWDB WIA contractor: ADVOCAP Inc. Moraine Park Tech. College Forward Service Corp. – W2
BERLIN JOB CENTER 237 Broadway Suite C Berlin, WI 54923 (920) 361-3400 (920) 361-1164 FAX	Contact: Richard Turner, (920) 720-5600, rturner@fvwdb.com No Manager, One stop Operator is consortium of mandatory partners Berlin Job Center is an affiliated site of the Fond du Lac J&CC	FVWDB WIA contractors: ADVOCAP Inc.
OSHKOSH AREA WORKFORCE DEV. CENTER 315 Algoma Blvd. Oshkosh, WI 54901 (920) 232-6273 (920) 424-2059 FAX	Contact: Richard Turner, (920) 720-5600, rturner@fvwdb.com No Manager, One stop Operator is consortium of mandatory partners Oshkosh WDC is a comprehensive center	WI DWD Job Service WI DWD DVR FVWDB WIA contractor: ADVOCAP Inc. Forward Service Corp. – W2
WAUSHARA COUNTY JOB CENTER 205 East Main Street Wautoma, WI 54982 (920) 787-3338 (920) 787-7873 FAX	Contact: Richard Turner, (920) 720-5600, rturner@fvwdb.com No Manager, One stop Operator is consortium of mandatory partners Waushara JC is an affiliated site of the Oshkosh WDC.	WI DWD DVR FVWDB WIA contractor: LETC Forward Service Corp. – W2

Provide a summary, and include copies, or, list hypertext links of any area's technical assistance and training materials being used to train WIA staff, other WIA partner's staff and WIA training providers.

WIA program management staff are provided Department of Labor Training and Employment Guidance Letters, and DWD Administrative Memos and Policy Updates. Policy and Procedure Manuals from DWD are available electronically and in hard copy at the FVWDB administrative office. Additional technical assistance is requested from DWD for staff as needed (this has been mainly through Local Program Liaison). When new programming other than WIA is introduced, informational meetings are provided to staff. FVWDB administration meets with partner agencies no less than two times per year to discuss programming and services.

WIA program management staff provide technical assistance to subcontractors through bi-monthly case management meetings. Participants include the business service team representative, case managers, subcontractor directors, FVWDB administration and others based on agenda items. FVWDB website (www.foxvalleywork.org) provides a portal for information that can be accessed at any time. FVWDB staff is readily available to provide technical assistance.

Additional sources include information received from the Wisconsin Workforce Development Association – Executive Committee (WWDA-EC) ASSET Users' Group and the Business Services Group; this information is provided to staff, partners and contractors as needed. These groups provide technical information, which is then given to all subcontractors and partner agencies when appropriate.

WDBs should:

- **Provide results of an annual assessment to measure Universal access that includes communication, physical and programmatic accessibility. (Suggested methodology is to implement the WIA 188 checklist.) Provide a corrective action plan regarding any deficits in the Universal Access assessment.**

In October 2010 the FVWDA Disability Program Navigator (DPN) conducted a review of the accessibility of the Fox Cities WDC, the Oshkosh WDC and the Fond du Lac Job & Career Center. The management teams of each of the above centers are in the process of reviewing this report and implementing recommendations. In addition, as the DPN position is no longer funded (and is often mentioned as the contact in the sec. 188 checklist review) the management teams are working with the DVR to see if they are willing to assume the contact role described in the sec. 188 checklist review. In addition both the Fox Cities and Oshkosh WDC have disability accessible workstations for individuals who need them.

- **Provide an assessment on strategies to improve programming and services to high risk populations. (Assessment strategies will focus on the following areas: attendance/enrollment in WIA programs by high risk populations, effectiveness and demand for core/auxiliary programming services and participation in economic growth initiatives.)**

The centers provide feedback mechanism including customer satisfaction surveys (including the ability to make additional comments on services received) for those accessing core universal services. This information is used by the center management teams to assess the effectiveness and demand for core universal services.

The FVWDB WIA contracts for Adult/Dislocated Worker and Youth Services require specified service enrollment levels for high risk groups.

Universal access to date is not through enrollments, however at least 90% of people enroll into the Job Center of Wisconsin. DWD has access to that information so it is difficult to determine target groups and attendance. For 12 years, FVWDB has kept data on different services and programs within our job centers, which is supplied annually to DWD during monitoring. Individual programs such as WIA, DVR, TAA, W2, Veterans and Title V track enrollment goals, attendance and results of targeted populations. The Disability Coordinator is a member of the regional business services team which connects to business, industry and economic development.

- **Describe how the WDB is providing universal access for people with disabilities, older workers, offenders, minorities etc., through targeted outreach programs that includes community organizations, school systems, business teams and public forums.**

All marketing material for the one-stop system indicate the one-stop system and system partners do not discriminate and many publications include a Spanish version. In addition the one-stop system includes partners or has connections to community organizations serving high need individuals such as the local community action agencies, Title V Older worker programs, community corrections and organizations serving individuals with disabilities. The WIA youth programs reach out to area schools for WIA eligible youth including youth with disabilities, minorities and offenders. Outreach for high risk youth is also accomplished through the youth council. The business services team informs the employer community of the benefits of hiring high risk individuals, information on accommodations for individuals with disabilities, as well information on incentive programs for hiring high risk populations.

- **Provide an assessment of locally developed electronic communication (Web Pages, etc.) that meets ADA-AA section 508 regarding electronic accessibility.**

Each of the comprehensive Job/WDC have developed Web sites for their centers which includes a specific page describing services for individuals with disabilities. The site also provides information relating to partner services, including DVR. Management teams will be working in conjunction with DVR to determine appropriate tools for determining the accessibility of center websites.

The Disability Coordinator will conduct assessments of all locally developed electronic communications provided by various job centers and the WDB by September 30, 2012. It is expected that the Disability Navigator will be receiving training in the strategies to conduct ADA-AA section 508 regarding electronic accessibility.

- **Provide policy and process to provide a reasonable accommodation, including sign language and language interpreters, alternative formats, and computer assisted strategies. In addition, provide strategies for funding accommodations.**

As previously described each center has a website which describes services available to individuals with disabilities. Also, each of the three Comprehensive Centers (FCWDC, FDL J&CC and OWDC) have signage in the resource room informing customers of the availability of accommodations. Each has center funds available for individuals not enrolled in a specific partner program, to meet their accommodation needs. It is expected of center partners to fund the accommodation needs of individuals enrolled in their programs.

The Disability Coordinator will make it a priority to provide the opportunity for all job center staff to receive training on various aspects of effectively serving customers with disabilities. This will be completed by September 30, 2012.

Unemployment Insurance (UI) and Reemployment Services (RES) ATTACHMENT F

Fox Valley WDB (FVWDB) works closely with DWD/RES Staff to ensure scarce resources are used efficiently to serve RES and general public customers. FVWDB and DWD are developing a Memorandum of Understanding (MoU) that will allow RES staff and FVWDB to work more efficiently in administering Work Keys assessments and the National Career Readiness Certificate (NCRC). This MoU will allow both entities to better conserve our limited resources while providing improved service to the public.

1. Fox Valley WDB (FVWDB) recognizes the efficiencies of co-enrolling eligible WIA Dislocated Worker (DW) clients with the Trade Adjustment Act (TAA) program. FVWDB is using DWD Administrative Memo 9-02 (April 2009) for co-enrollment guidance.
2. FVWDB subcontractors have been instructed to co-enroll eligible WIA Dislocated Worker clients with the Trade Adjustment Act program.
 - a. WIA case managers provide initial services until the client is enrolled for TAA.
 - b. Once enrolled in TAA, WIA funds will be used to provide wraparound services that are not available under TAA.
 - c. WIA and TAA case managers will coordinate services to eliminate redundancies and provide an efficient and effective outcome for the client.

Rapid Response Procedures

1. FVWDB receives the WARN notice or contact from the business and/or DWD-DET on pending dislocations. Fox Valley WDB (FVWDB) works in conjunction with the DWD staff designated to coordinate Rapid Response activities (e.g. initial contact, worker orientations, etc.) Contact information: Ana Rivera, Programs Director, 920-720-5600, arivera@fvwdb.com.

Typically a minimum of 10-15 impacted employees is required before a full team is sent on-site. Situations of ten or less employees generally have a FVWDB staff member and case manager go onsite. DW Information Folders are given to all impacted employees. Folder contents are discussed and questions are answered appropriately. Referrals are made as required.

2. Employer contact with facilities experiencing layoffs or plant closings involving 50 or more employees will be coordinated by DWD. FVWDB will take the lead on employer contact and coordination when 49 or fewer employees are impacted.

Once contact is made, a checklist is used to gather details and provide some basic information to the employer. FVWDB encourages on-site sessions for the employees and the benefits of having sessions on company time. Time permitting; employers are given advance copies of DW Information Folders for review. Contact info is exchanged and employers are encouraged to ask questions. FVWDB is sensitive to employee work/shift schedules when making arrangements.

3. Regardless of who has the lead, an emphasis will be placed having worker meetings onsite and on company time. In the event that is not possible, other arrangements will be made. The first step is to meet with the employer if at all possible and in partnership between FVWDB and DWD. Whoever is in the lead will arrange the meeting. If the company is a union shop, union representation is expected. At this meeting the employer lays out the process of their unemployment, DWD or FVWDB identify services available to the pending layoff workers and a schedule for orientation meetings is determined.

A full response by FVWDB would include: FVWDB staff, DWD representation (DWU, Job Service, and UI*), WTCS, WIA subcontractor (case managers), and Financial Information & Services Center (FISC) staff.

*NOTE: UI will attend in person if 50 or more employees are impacted. For layoffs of 10-49, UI has 'attended' via telephone as their schedule permits. This has proven to be successful. When UI is not in attendance, FVWDB staff will briefly cover the FAQ listed provided by UI and the information brochure (both are part of the DW folders).

4. Scheduling of these meetings and other RR activities will depend on the anticipated schedule for layoffs and other circumstances particular to the dislocation event. RR activities provided in response to a dislocation event depend on the unique circumstances of the event – e.g., the period of time prior to layoffs, the needs of the affected workforce, the ability to successfully coordinate with the employer.
 - a. The partners involved in the Rapid Response include but are not limited to WIA subcontractors, Wagner-Peyser staff for TAA if applicable, technical college representative, Unemployment Insurance, Veteran's representative, FISC or other financial literacy organizations and other partners dependent on the topics. Topics typically covered during the worker orientations include but are not limited to: Unemployment Insurance filing and eligibility, healthcare considerations, the local Dislocated Program, services available

through the One-Stop Center, veterans' benefits, and community services. Case management is on site to explain all One-Stop services and how to access such services.

- b. During the worker orientations, workers are surveyed to determine the interest and need for specific services and benefits. These surveys are used locally to determine if any special services are required for the workforce and used to coordinate additional funding through DWD.
 - c. These surveys support the transition into One-Stop services. As FVWDA's One-Stop system has co-location of the partners and shared information agreements, there is a team approach for serving dislocated workers. Under the new One-Stop model, the integration will further improve transition of individuals into services without duplication.
 - d. FVWDB tracks dislocation data (e.g. company name, contact date, number of impacted, etc.) on a spreadsheet which is shared on a quarterly basis with Board members, LEOs, and appropriate FVWDB committees (e.g. Economic Development Committee, One Stop Committee). Dislocated Worker Survey data is collected and used for developing service strategies and supporting specific grant data requests.
5. FVWDB will coordinate responses with TAA staff once a certification is announced. Traditionally certification occurs after the layoff. Once that happens and TAA sessions are established, WIA case managers are invited to attend. Their role at the TAA sessions is to answer basic WIA questions. This is helpful in that not everybody attends the WIA session so we are able to reach more potential clients. When additional layoffs occur at a 'certified' TAA company, FVWDB has supplied layoff list details to DWD/TAA when available.

Priority of Service

ATTACHMENT I

Fox Valley Workforce Development Board (FVWDB) monitors applications and applies priority of service criteria on and on-going basis when making selections for program enrollments. Furthermore, when resources become limited, it may be necessary to prioritize intensive and training services/monies. FVWDB defines its priority of service as follows:

Adult/Youth

1. First priority will be provided to clients already in training, then
2. Veterans or spouses of veterans (see definition below) who are also recipients of public assistance or low income.
3. Recipients of public assistance and other low-income individuals in the local area.
4. Veterans or spouses of veterans (as defined below) who are NOT low income or receiving public assistance.
5. Individuals with the greatest need/most barriers. Barriers and needs include but are not limited to:
 - School Drop-out
 - Offender
 - Disability
 - Homeless
 - Basic Skill Deficient
 - Poor or sporadic work histories
 - Alcohol or other drug abuse issues
 - Child/dependent care cost and access
 - Transportation costs and availability

Dislocated Worker/NEG/SRR

- Veterans and spouses of veterans (see definition below) will receive priority over non-veterans as outlined below
1. First priority will be provided to clients already in training, then
 2. Veterans or spouses of veterans (see definition below) who are low income.
 3. Non-covered clients who are low-income individuals in the local area.
 4. Veterans, or spouses of veterans (as defined below) who are NOT low income or receiving public assistance.

Note: When there is a waiting list for training, priority of service is intended to require a veteran or eligible spouse to go to the top of the list. Second, priority of service applies up to the point at which an individual is both: a) approved for funding; and b) accepted or enrolled in a training class. Therefore, once- a non-covered person has been both approved for funding and accepted in a training class, priority of service is not intended to allow a veteran or eligible spouse who is identified subsequently to “bump” the non-covered person from training.

Veteran Priority of Service

Veterans and eligible spouses, including widows and widowers are eligible for priority of service. This means that veterans or eligible spouses must receive access to services earlier in time than non-veterans as applicable (see previous). It also means that when monies are limited, veterans or eligible spouses must receive financial assistance before non-veterans as applicable (see previous). Veteran preference applies to all federally funded programs including, but not limited to, NEG and SRR grants, Wagner/Peyser (Job Service) and WIA (Workforce Development Boards).

Additionally, all Job Center customers must be informed of Veteran Priority of Service. This may manifest as any combination of flyers, posters, and verbal acknowledgement. When a veteran or eligible spouse is identified, they must be made aware of:

- Their entitlement to priority of service;
- The full array of employment, training and placement services available; and,
- Applicable eligibility requirements for programs and services.

Clients identify their veteran status when signing in to the job centers, creating accounts on the Job Center of Wisconsin, or when program eligibility is documented. Clients will be referred to appropriate Veteran Service staff in the job center.

Clients who are currently in training or desire training have their veteran status annotated in the Payment Authorization System (PAS). A special PAS report can then be used that assists in the development of the training wait list.

Definition of Veteran

- A veteran is an individual who served at least one day in the active military, naval, or air service, and who was discharged or released from such service under conditions other than dishonorable, which may include National Guard or Reserve personnel. This definition of “active service” does not include full-time duty performed strictly for training purposes (e.g. “weekend” or “annual” training, nor does it include full-time active duty performed by National Guard personnel who are mobilized by state rather than federal authorities (state mobilizations usually occur in response to events such as natural disasters), or
- The spouse of any of the following individuals:
 - Any veteran who died of a service-connected disability;
 - Any member of the Armed Forces serving on active duty who, at the time of application for assistance under this section, is listed, pursuant to section 556 of title 38 and regulations issued there under, 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 line of duty by hostile force, or
 - Forcibly detained or interned in line of duty by a foreign government or power;
 - Any veteran who has a total disability resulting from a service-connected disability; or
 - Any veteran who died while a disability so evaluated was in existence.
- A military spouse (including widows and widowers) is an individual who is married to an active duty service member including National Guard or Reserve personnel on active duty.

Note: this is part of the Priority of Service Policy as identified in Attachment I.

Veteran Priority of Service

Veterans and eligible spouses, including widows and widowers are eligible for priority of service. This means that veterans or eligible spouses must receive access to services earlier in time than non-veterans. It also means that when monies are limited, veterans or eligible spouses must receive financial assistance before non-veterans. Veteran preference applies to all federally funded programs including, but not limited to, NEG and SRR grants, Wagner/Peyser (Job Service) and WIA (Workforce Development Boards).

Additionally, all Job Center customers must be informed of Veteran Priority of Service. This may manifest as any combination of flyers, posters, and verbal acknowledgement. When a veteran or eligible spouse is identified, they must be made aware of:

- Their entitlement to priority of service;
- The full array of employment, training and placement services available; and,
- Applicable eligibility requirements for programs and services.

Definition of Veteran

- A veteran is an individual who served at least one day in the active military, naval, or air service, and who was discharged or released from such service under conditions other than dishonorable, which may include National Guard or Reserve personnel. This definition of "active service" does not include full-time duty performed strictly for training purposes (e.g. "weekend" or "annual" training, nor does it include full-time active duty performed by National Guard personnel who are mobilized by state rather than federal authorities (state mobilizations usually occur in response to events such as natural disasters), or
- The spouse of any of the following individuals:
 - Any veteran who died of a service-connected disability;
 - Any member of the Armed Forces serving on active duty who, at the time of application for assistance under this section, is listed, pursuant to section 556 of title 38 and regulations issued there under, 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 line of duty by hostile force, or
 - Forcibly detained or interned in line of duty by a foreign government or power;
 - Any veteran who has a total disability resulting from a service-connected disability; or
 - Any veteran who died while a disability so evaluated was in existence.
- A military spouse (including widows and widowers) is an individual who is married to an active duty service member including National Guard or Reserve personnel on active duty.

FVWDB has a procedure, but not a written policy, for determining eligibility and providing services beyond Core services.

1. Interested individual submits a completed WIA Program Application
2. The application is reviewed by a Case Manager to determine eligibility
3. The individual is contacted and assigned a Case Manager
4. Individuals receive an array assessments to help them identify interests, aptitudes, and skills
5. An Individual Employability Plan (IEP) is developed in concert with the participant and Case Manager; this is recorder in ASSET
6. The IEP provides guidance for either job search or training

FOX VALLEY WORKFORCE DEVELOPMENT BOARD, Inc.

SELF-SUFFICIENCY POLICY

Self-Sufficiency for individuals participating in the WIA Adult Program is 200 percent or less of the Federal Poverty Guidelines for family size. An individual with a disability whose own income is below 200 percent of poverty of the Federal Poverty Guideline for a family of one qualifies regardless of other family income.

Individuals participating in the Dislocated Worker Program are not required to meet the same self-sufficiency as Adult Program for enrollment into the program. They must meet state and federal requirements for WIA enrollment eligibility.

Exit from program self sufficiency for Dislocated workers shall be defined as having attained an income which is greater than 200% of poverty or 80% of the individuals dislocation wage.



**WORKFORCE DEVELOPMENT
SYSTEM**

WORKFORCE INVESTMENT ACT (WIA) SUPPORT SERVICES POLICY

GENERAL

Approved 6.30.04, Updated 03.21.13

It is the policy of the Fox Valley Workforce Development Board (FVWDB) to identify the support service needs of participants in the Fox Valley Workforce Development Area and to the extent possible, provide and secure unsubsidized employment. For WIA participants, this includes the provision of childcare, transportation services, and other support services considered necessary to participate in job search, employment and training programs. The case manager approves support services following policy for all programs. **Support Services resources are limited and are not an entitlement.** The needs of each individual and availability of funding will be considered. The FVWDB Program Director provides oversight for the support services policy.

The support service needs of applicants will be identified during the assessment process. This need will be determined on an individual basis to allow for consideration of individual circumstance (family income, family size, length of training, location of training, employment opportunity, etc.) Both FVWDB and other resources will be considered to meet support service needs. Provision of support services will be described in a participant's Individual Employability Plan (IEP).

All WIA participants seeking Support Service funds must complete the Child Care Request form (Attachment 1), the Transportation Request form (Attachment 4) and/or the Application for Other Support Services (Attachment 5).

The Payment Authorization System (PAS) will be used to track support service requests/payments. Unless stated otherwise, all required signatures **MUST** be present before any reimbursement can be made. Missing signatures will delay processing.

For those participants receiving support services, needs would be reassessed at least every 6 months by the case manager. Support services provided may be adjusted upward or downward based on the financial needs and resources available at the time of the assessment. Support service needs may be reviewed prior to 6 months of program participation at the request of the participant. The early review is based on changes in the training time/hours, program participation or changes in financial conditions of the participant.

Dislocated Workers

Participants seeking support services **MUST** complete the Support Services Family Income Sheet (Attachment 6) for all support service requests (including "Other Support Services"). Ongoing support services such as childcare or transportation for Dislocated Workers will be determined based on family income in the last 6 months. Dislocated Worker participants are eligible for ongoing support services when the family income in the last 6 months is less than 4 times the Federal Poverty Guidelines or LLSIL standard for their includable family size. **Dislocated Worker wages are excluded in determining family income.** If other family members are also dislocated, those wages will be excluded as well. If there are support service

needs that are a one-time cost (i.e. uniforms, tools) that lead to employment, the need of support services and ultimately placement can over-ride family income if documented by the case manager.

CHILDCARE

POLICY

Childcare is based on assessed need and available funding. Childcare will be authorized on a first come, first serve basis. Each WIA certified and enrolled program participant may apply for childcare assistance when the participant is attending an approved training program on a full- or part-time basis, this also includes individuals attending a third shift training. Childcare will be paid at 50% of the prevailing childcare rate determined by the county department of human resources. Case manager must verify the childcare rate with the county human service agencies. Childcare is available for up to two children. Maximum hours payable per week is 40 (can be waived under extenuating circumstances with approval from the case manager). **The maximum childcare funding available per year is \$1,000 per participant.**

Hours payable can include hours in class, reasonable travel time and study time. Study time must be approved and structured time for which a signature (professor or GOAL instructor) will be required. The childcare provider may be certified or not. The provider may be family or friend; however the child/children must be taken care of outside of the residence. If a spouse/parent/adult/sibling residing in the household is not working or attending a training program, that person will be considered available to provide childcare without reimbursement. (Consideration can be given to unique situations, e.g. time off work due to illness or pregnancy, inability to care for child, or need to hold childcare slot).

PROCEDURE

All participants requesting childcare assistance must complete the Child Care Request form (Attachment 1). The request form must be completed prior to incurring any costs or prior to the participant beginning training. The case manager will assist the participant in completing this form. Prior to approval of the request, the childcare provider, who will verify the information provided on the request form, must sign the Child Care Request form. After the provider and participant have completed the request form, the case manager will approve or disapprove the request for assistance. The approval will be based upon an individual's need and availability of funding.

Upon approval of assistance, the childcare provider will be given a sufficient number of blank Child Care Tracking Forms (Attachment 2) to be completed on a monthly basis. The provider will be required to keep track of the daily arrival and departure of the participant's child/children for which the assistance has been approved. Separate tracking forms should be used for each child. The childcare tracking form will need to be completed, signed by the participant, signed by the provider, and forwarded to the case manager at the end of each month. The participant will submit Attendance Sheets (Attachment 3) indicating class attendance along with the Child Care Tracking Form. It is the responsibility of the case manager to reconcile the childcare request with class attendance. Both forms should reach the case manager's office within 5 days of month's end or payment may be delayed or denied.

The case manager will then complete the bottom portion of the Child Care Tracking Form and issue a voucher: Note: Only the case manager signature is required on the voucher. Provider/instructor/client

signatures on the tracking forms will be sufficient. The original tracking form, attendance form and/or required documentation will then be forwarded to FVWDB for payment.

The case manager will document in the Individual Employability Plan (IEP) that the participant meets the policy requirements and that the childcare assistance has been approved. The case manager will also see that the participant is enrolled in the appropriate component.

1. Checks will be issued to the childcare provider or the participant after verification of payment.
2. A class/training schedule (and a copy of the registration form from the education facility if enrolled in classroom training) needs to be submitted for each block or semester of classes/training, and a new or revised schedule whenever there is a change.
3. Attendance Forms are required as long as childcare funding is being provided through the subcontractor by the FVWDB, Inc.
4. Childcare funding can and will be coordinated between other involved agencies as appropriate.
5. The choice of the childcare provider is the participant's right and responsibility.
6. The participant must pay amounts over 50% of the county rate. This needs to be addressed with the participant prior to the selection of a childcare provider.
7. Two facilities cannot be paid for a participant's childcare for the same time period when only one of the facilities has provided the care. Any charges resulting from the changing of facilities without proper notice give by the participant is the participant's responsibility.
8. Childcare will pay for the child's transportation, field trips, etc. only when those costs are included in the rate schedule (limited by the county rates).
9. Childcare can be paid ½ of the regularly reimbursed rates to hold open a slot of up to 4 weeks if the case manager has approved it (i.e. school spring break, school Christmas break, school semester breaks, etc.).
10. Any change in childcare providers must be discussed with the case manager. A new rate schedule must be provided.
11. Childcare payment can be made for reasonable annual registration fee.
12. Any deviations/waivers on the above practices need to be approved by the case manager.

TRANSPORTATION

POLICY/PROCEDURE

1. Based on assessed need and available funding, a participant will be considered for mileage reimbursement if he/she lives more than 20-miles (one-way) from the educational/OJT facility they are attending and are enrolled as either a full time or part time student. (Note: MapQuest or similar tool can be used to determine mileage).
2. All participants requesting mileage assistance must have completed Transportation Request form (Attachment 4). The request form must be completed prior to incurring any costs or prior to the participant beginning training. The case manager will assist in completing this request form and, once completed, approve or disapprove the request for assistance. The approval will be based upon an individual's need and availability of funding.
3. Payment will be a \$.20/mile rate as established by the FVWDB, Inc. The maximum amount of \$300 is available per month, per participant, if funding is available.
4. Participant Mileage Record and Attendance Sheet form (Attachment 3) is to be returned to the case manager by the 5th day of the month following service and filled out in accordance with instructions/stipulations on the mileage form. Attendance forms are required for providing mileage reimbursement. The case manager will create a voucher in PAS and sign it. The instructor/client signatures on the 'attendance' sheets will be sufficient. All documentation will then be forwarded to FVWDB for payment. If being trained through an OJT contract, the monthly time record (see FVWDB OJT Policy) will be used to verify dates for mileage.
5. Checks will be issued to the participant.
6. If attending classroom training, a class schedule needs to be submitted for each block of classes and a new or revised schedule whenever there is a change.
7. Mileage reimbursement can and will be coordinated between the involved agencies as appropriate.
8. Mileage assistance will not be payable for non-training days, such as vacation, illness or instructor in-service days.
9. Mileage will be reimbursed for one round trip per day.
10. The case manager will document in the Individual Employability Plan (IEP) that the participant meets the policy requirements and that the mileage assistance has been approved. The case manager will also see that the participant is enrolled in the appropriate component in the state data system (currently ASSET).
11. If extenuating circumstances prevail and with the concurrence of the case manager, it is possible that mileage reimbursement or transportation services can be provided based on other demonstrated need.

12. Any deviations/waivers on the above practice need to be approved by the case manager.

OTHER SUPPORT SERVICES

POLICY

Each WIA registered and enrolled program participant may apply for other support service assistance. Although primarily intended for clients in training, 'other support services' may be appropriate for clients not receiving a training service. The case manager **MUST** determine that ALL of the following apply:

Adult/DW:

- 1) The participant is receiving or has completed a training eligible service and is now in the job search mode OR the participant is job searching and requires support service to accept employment; OR while in job search mode it becomes apparent that 'other support services' assistance is necessary for the individual to be able to obtain and/or retain a job (NOTE: prior training service NOT required); **and**
- 2) Other resources have been explored and are not available; **and**
- 3) The employment, if applicable, is not related to temporary employment or with the dislocated employer.

Youth (ages 14-21):

- 1) Support services may be items that are necessary for the participant to receive training services and/or obtain employment. These support service items may include, but are not limited to those detailed in the FVWDB/Subcontractor WIA contract; and
- 2) Other resources have been explored and are not available.

The participant completes an Application for Other Supportive Services form (Attachment 5). See the following page for a list of allowable other support service items.

For participants requesting tools/equipment for accepting new employment, the case manager will determine the following:

- 1) Tools and/or equipment are required by the new employer (documented by the employer in the form of a letter or list); **and**
- 2) The requested assistance is not being reimbursed by the employer; **and**
- 3) The requested assistance is not available through other sources.

Agreement that items furnished shall be returned (or reimbursed if applicable) if participant does not accept employment. Self-employment requires a viable business plan prior to funding of any support services.

The case manager will be responsible for determining that all costs of any requested assistance are both reasonable and competitive. All assistance will be on a reimbursement basis to either participants or vendors. Assistance will be paid up to a maximum amount of \$500.00 of total costs.

PROCEDURE

All participants requesting Other Support Service assistance must complete the Application for Other Support Services form (Attachment 5). The request form must be completed and approved prior to incurring any cost. The case manager will assist the participant in completing this form and, once completed, approve or disapprove the request for assistance. The approval will be based upon an individual's need and availability of funding.

No payment will be made unless the Application for Other Support Services form has been completed and signed. If, for any reason the case manager has any doubt regarding the information provided by the participant, the case manager will verify this information, prior to approving the support request. The case manager will submit the Support Service funding request FVWDB for payment.

The case manager will document in the Individual Employability Plan (IEP) that the participant meets the policy requirement and that the assistance has been approved. The case manager will also see that the participant is enrolled in the appropriate component in the state data system (currently ASSET).

APPROVED LISTING OF OTHER SUPPORT SERVICES ITEMS
(not to exceed \$500.00)

<u>Expense</u>	<u>Basis for Need</u>
Union Dues	The participant provides written documentation from the union or employer, which indicates the need to make an up-front payment to join the union.
Tools/Equipment	The participant provides information from the employer, which indicates the need for special tools or equipment upon initial employment.
Clothing/Safety Gear	The participant provides information from the employer, which indicates the need for special clothing or work/safety gear upon initial employment.
Exam/License Fee	The participant provides information from the employer or the Wisconsin Department of Regulation and Licensing the need to be licensed to accept employment.
Parking Fees	The case manager confirms with the training institution the unavailability of free parking slots for participants attending approved training where parking pass fees are required.
Driver's License	The case manager confirms the participant's need for a driver's license to access program activities, including training, or employment. This includes the payment of the fee to obtain the license and the Drivers Education expenses.
Auto Repair	One-time automobile repair of \$500 or less with written verification that the vehicle will be operational upon completion of repair. A minimum of two written estimates from two different vendors is required.
Auto Registration	The case manager confirms the need for the participant to obtain auto registration to access program activities, including training, or to accept or maintain employment.
Transportation Support	The case manager confirms the need for the participant to obtain transportation support (e.g. gas cards, gas vouchers, bus tokens) to access program activities.
**SUPPORT SERVICE FUNDS <u>ARE NOT ALLOWABLE</u> FOR DUI FINES, TRAFFIC FINES, SPEEDING TICKETS, OR TIRES.	

CHILD CARE REQUEST**PARTICIPANT INFORMATION**

Name _____ ASSET PIN#: _____

Address _____
Street City/State ZipPhone _____
Area code Phone# Message #**TRAINING INFORMATION**

Training Program & Institution _____

Training Location _____ Full Time _____ Part Time _____

HRS/DAY IN CLASS _____ HRS/DAY DRIVING _____ HRS/DAY STUDY TIME _____

MAX HRS APPROVED PER WEEK: _____

CHILDREN NEEDING CARE:

1. _____ AGE: _____

2. _____ AGE: _____

DATE CHILDCARE TO BEGIN _____ HOURS/DAY REQUESTED _____

PROVIDER INFORMATION:

Name _____ FEIN/SS# _____

Address _____
Street City/State ZipPhone _____
Area code Phone#

RELATIONSHIP FAMILY _____ FRIEND _____ DAY CARE CENTER _____

The information contained in this request is correct and complete to the best of my knowledge. I understand that penalties are provided for willful misrepresentation made to obtain payments that are above the actual costs incurred or hours provided. I have received a copy of the policy and procedure and understand my responsibilities.

Participant Signature _____ Date _____

Provider Signature _____ Date _____

Case Manager _____ Date _____

FOX VALLEY WORKFORCE DEVELOPMENT AREA

CHILD CARE TRACKING FORM

PROVIDER NAME _____ PHONE _____

PROVIDER ADDRESS _____

PARTICIPANT NAME _____ PHONE _____

CHILD NAME _____

This tracking form is to be used only for the payment of childcare assistance while the participant is attending training. Please enter the time the child arrives and leaves each day and the total hours. A separate tracking form should be used for each child. Once the tracking form is completed, the participant and provider must sign at the bottom. The participant must return the tracking form and the corresponding attendance form directly to his/her case manager.

MONTH:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
DATES							
ARRIVE							
LEAVE							
TOTAL HRS.							
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
DATES							
ARRIVE							
LEAVE							
TOTAL HRS.							
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
DATES							
ARRIVE							
LEAVE							
TOTAL HRS.							
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
DATES							
ARRIVE							
LEAVE							
TOTAL HRS.							
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
DATES							
ARRIVE							
LEAVE							
TOTAL HRS.							

COST PER HOUR _____ TOTAL HRS _____

TOTAL COST _____

PARTICIPANT _____

DATE _____

PROVIDER _____

DATE _____

CASE MANAGER _____

DATE _____

AMOUNT AUTHORIZED FOR MONTH \$ _____

**FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.
ATTENDANCE & MILEAGE SHEET**

Participant Name _____ Month _____ Case Manager _____

INSTRUCTIONS:

1. This form MUST be completed each month you are receiving WIA support services.
2. Enter the dates above the days of the week.
3. Enter each class or activity assigned; indicate number of hours spent in each.
4. Get Instructors/Supervisor's signatures at the end of the month.
5. Indicate the days/miles that you drove to class/activity.
6. Sign, date form and submit it to your case manager no later than the 5th calendar day of the month.

***FORM MUST BE SUBMITTED BY
BY THE 5th OF THE MONTH***

Incomplete forms will be returned for completion/correction!

Month	Week 1							Week 2							Week 3							Week 4							Week 5							Instructor Signature
Date	S	M	T	W	R	F	S	S	M	T	W	R	F	S	S	M	T	W	R	F	S	S	M	T	W	R	F	S	S	M	T	W	R	F	S	
Course Title or/Activity																																				
Total Miles Per Day																																				Total Miles for the Month

Mileage reimbursement is limited to one round trip from your home per day.

Cost Per Mile \$.20 x Total Miles _____ = Total _____

PARTICIPANT'S CERTIFICATION

I declare that this account of daily mileage traveled is true under penalties of perjury. I understand that my mileage will be verified by checking my monthly attendance records. Mileage reimbursement will be mailed to me after all forms have been submitted, verified and processed.

Participant Signature _____

Date _____

Case Manager Signature _____

Date _____

Date Assistance Requested _____

ATTACHMENT 4

FOX VALLEY WORKFORCE DEVELOPMENT AREA

TRANSPORTATION REQUEST

PARTICIPANT INFORMATION

Name _____ ASSET PIN# _____

Address _____
Street City/State Zip

Phone _____
Area code Phone# Message #

TRAINING INFORMATION

Training Institution: _____

Training Program: _____

Training Location: _____ Full Time _____ Part Time _____

ROUND TRIP MILES FROM RESIDENCE TO TRAINING SITE OR INSTITUTION: _____
*
*Must be 20-mile radius or more, one way

NUMBER OF TRIPS PER WEEK TO TRAINING SITE OR INSTITUTION: _____

ATTENDING TRAINING ON WEEKENDS? YES _____ NO

IF YES, INDICATE WHICH CLASS/ES WILL BE HELD ON WEEKENDS

The information contained in this request is correct and complete to the best of my knowledge. I understand that penalties are provided for willful misrepresentation made to obtain payments that are above the actual costs incurred or miles traveled. I have reviewed the policy and procedure and understand my responsibilities.

Participant Signature _____ Date _____

Case Manager _____ Date _____

PARTICIPANT INFORMATION

[illegible]

Case Manager _____ Date _____

SUPPORT SERVICES FAMILY INCOME SHEET

DISLOCATED WORKER PROGRAM ONLY

Please complete this application in full. The information on this form will help us determine your eligibility for support service dollars for the Dislocated Worker Program. All information provided is confidential.

Name: _____ ASSET PIN#: _____

- 1) List below the name of every family member living in your home, at any one time, during the last six months;
 2) List their relationship to you; 3) List each person's gross wages for the last six months (only include wages earned while living in the household).

Family Members		Relationship to Applicant				
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						

Family Income	1 Applicants Income	2 Family Member's Income	3 Family Member's Income	4 Family Member's Income	5 Family Member's Income
Names _____ →					
Gross wages or salary	Exempt				
Net receipts – self-employment or rental income					
Social Security – old age or survivor benefits					
Pensions or other retirement benefits					
Education grants, scholarships or fellowships					
Child Support					

Participants grossing over four times the Federal Poverty Guidelines/LLSIL are not eligible for support service dollars. Completion of this form does not guarantee support services but will be used to develop priority for services.

Participant Signature: _____ Date: _____

Participant: Do NOT write in this area. OFFICE USE ONLY.

6 Months family income = \$ _____ Number in family: _____

FPL/LLSIL x 2 = \$ _____ Eligible: _____ Not Eligible: _____ Over-ride income: _____

Case Manager Signature _____ Date _____

The following is recommended language the FVWDB Executive Committee adopts regarding Follow up Services for WIA Adult, Dislocated Workers, Older and Younger Youth. The FVWDB Follow up Policy follows DWD WIA Policy Update 04-02.

Adults and dislocated workers who are registered participants and placed in unsubsidized employment will have follow-up services made available to them for not less than 12 months after the first day of the employment, as appropriate. Older youth and younger youth participants **must** receive some form of follow-up services for a minimum of 12 months after they are exited. As long as participants are receiving WIA or WIA funded partner services, they are considered active participants and are not eligible for follow-up services. The key date for initiating follow-up services is the exit date.

WIA funding for participant follow-up services is an allowable expenditure. The emphasis of follow-up services for adults and dislocated workers is job retention and advancement, lifelong learning and self-sufficiency, and provision of additional services as needed to assist program participants. Follow-up should be conducted frequently enough to address on-the-job issues, prevent job loss, promote income improvement/job advancement, assist with re-employment if necessary. For younger youth (14 to 18 years old) follow up services promote life-long learning and self-sufficiency. The scope and intensity of follow-up services should be based upon individual participant needs and should be consistent with the individual service strategy for each participant. While follow-up services must be made available, not all participants will need or want such services.

Disallowed Costs

Financial assistance as needs-related payments for employed participants is not an allowable follow-up service. In addition, no funding will be allowed for actual educational or training costs, only for referral to such services.

Appropriate and Allowable ActivitiesAdult and Dislocated Worker Programs Follow-up Services:

- Additional career planning and counseling (e.g., labor market information, demand occupations, job search assistance, career counseling, resume development, etc.).
- Employer contact, including on-site visits and providing information referral on: Work Opportunity Tax Credits, bonding, workplace training, customized training incumbent worker services, English as a Second Language training, etc.
- Information about additional educational opportunities (e.g., referral to WI Technical College System or other institutions, SCORE entrepreneurial training, etc.).
- Referral to peer support groups (e.g., group counseling, workshops, etc.); and,
- Supportive services activities as outlined in the FVWDB's policy on Support Services (e.g., childcare, transportation, and other support items) essential to prevent job loss.

Youth Programs Follow-up Services:

- Adult Mentoring (e.g., job shadowing, tutoring, etc.)
- Assistance in securing better paying jobs, career development and further education (e.g., labor market information, career counseling, job search assistance, work experience programs, etc.)
- Employer contact – information referral assistance in addressing work-related problems
- Leadership development opportunities that encourage responsibility, employability and other positive social behaviors (e.g., exposure to post-secondary educational opportunities; community and service learning projects; peer-centered activities, including peer mentoring and tutoring; information/referrals to various types of training, such as teamwork, work behavior, decision-making, parenting, budgeting, etc.

- Supportive Service activities (e.g., linkages to community services; referrals to medical services; and assistance with childcare, transportation and other support items as outlined in the FVWDB's Support Services policy if essential to prevent job loss.
- Tracking progress in employment after training (e.g., regularly-scheduled follow-up, including in-person sessions); and,
- Referral to work-related peer support groups (e.g., workshops, ESL, literacy, etc.).

Reporting Follow up Services in ASSET

Program participants must be exited in ASSET prior to follow-up services being recorded. The Follow up Services outlined in this policy should be entered in ASSET under Manage Follow-ups, Follow-up Services. Employment and wages during the 1st and 3rd quarters after exit should be entered in ASSET under Manage Follow-ups, Follow-up Status, under the 1st and 3rd Quarter tabs respectively.

Monthly Financial Reporting

Follow-up service costs are to be considered current fiscal year program expenditures and should be reported on the monthly Financial Status Reports.

Needs Based/Related Payments

ATTACHMENT O

Not applicable.

Other Local Area Agreements

ATTACHMENT P

Not applicable.

Please see attachment R for ITA Policy.

**WORKFORCE DEVELOPMENT
SYSTEM****FVWDB WIA
TRAINING SERVICES POLICY****BACKGROUND**

Under the Workforce Investment Act (WIA), Individual Training Accounts (ITAs) are the mechanism by which enrollees in the WIA Adult and Dislocated Worker programs receive funding for training services. (WIA Section 134 (d) (4) (G)). For the Fox Valley Workforce Development Board (FVWDB), this includes training services through all funding sources.

An ITA is established on behalf of an eligible WIA Title I Adult or Dislocated Worker. WIA training is based on availability of funding.

The only type of training services for which ITAs are not required is customized training and On-the-Job Training (OJT).

For additional guidance from the Department of Workforce Development (DWD), see DWD WIA Program Guide for Adult and Dislocated Worker Services Section II, B (3), D (6) and J (2).

FVWDB will focus on six specific training areas with additional career 'subsets' for each:

- Advanced Manufacturing
 - o Financial / Human Resources / Information Technology
- Call Centers / Business Services
 - o Financial / Human Resources / Information Technology
- Construction
 - o Financial / Human Resources / Information Technology
- Health Care
 - o Financial / Human Resources / Information Technology
- Modernized Agriculture
 - o Financial / Human Resources / Information Technology
- Logistics (CDL / Supply Chain)
 - o Financial / Human Resources / Information Technology

For example, you may have a client interested in accounting. Accounting is NOT one of the specific focus areas; however, accounting positions can be found in the focus areas.

It is the goal of the FVWDB to assist with training services and entry to employment or re-employment. For consistency of services to all and to meet the Federal/State requirements of the WIA program, the following eligibility criteria and guidance are in place:

ELIGIBILITY FOR ITAs

Individuals eligible for ITAs must meet all of the following requirements:

1. Have received an assessment which includes information on work history, education, skills, interests, abilities, aptitudes, and personal situation;
2. Have received labor market information and/or career counseling on occupational projections;
3. Have verification of receipt of Intensive Services, including the development of an Individual Employability Plan;
4. Whenever possible, case managers should first explore other alternative no-cost options such as Job Center tutorials/workshops and/or online tutorials/resources before expending WIA funds for basic educational skills instruction.
5. The training program is applicable to one of the six focus areas AND the training will meet/exceed the state's policies or has the potential to, AND the LMI outlook is positive as determined by the case manager or FVWDB.
6. Have been unable to obtain and retain employment that provides self-sufficiency;
7. Have been determined to be in need of training services and to have the skills and qualifications to successfully participate in the selected program of training services;
8. Have selected a program of training services which is directly linked to demand occupations in the FVWDB area or in another area of Wisconsin where the participant is willing to relocate;
9. If applicable, it is required that Pell Grants and other grant assistance will be used prior to WIA funds;
10. When a participant meets TAA requirements for training (i.e. full-time) and funding is available, that funding should be used first;
11. Agree to adhere to the requirements specified in the "Training Service Policy."
12. Training plans are continuous and training will be completed.

GUIDELINES

- 1) Although requirements may vary slightly amongst WIA program areas, before any training can be provided, the training program must be on the ITA list or approved by FVWDB for cohort training.
- 2) Assist the participant in locating and using the approved statewide vendor list of eligible providers at <http://www.wisconsinjobcenter.org/ita>. A unique 8-digit number identifies each program.
- 3) Determine that all costs are allowable, reasonable and necessary and that training will be in high wage, high growth demand occupations and/or in new and emerging technologies as outlined under the training areas on page 3.
- 4) All funding is on a semester-by-semester basis and is dependent on continued availability of federal funds.
- 5) Participants are required to apply for Financial Aid. WIA will only cover those costs not covered by your financial aid package or other sources (i.e. scholarships, grants, etc.). See the Financial Aid Worksheet Package and the Financial Aid Authorization Exchange of Information form or FAFSA documentation.
- 6) The Payment Authorization System (PAS) will be used to track client payments. The Training Services Policy guideline amounts are as follows:

Tuition fees up to \$1,000 per semester are allowable after grant/scholarship/financial aid assistance is factored in. WIA will only cover those costs (or unmet needs) not covered by the financial aid package or other sources. See the "Financial Aid Authorization Exchange of Information" form. **NOTE:** PELL Grant awards are calculated differently from other grant sources; the financial aid office will make the final determination on the unmet need.

For Example: WIA participant applies for Financial Aid and enrolls at the training facility for the required classes. The case manager and the WIA participant fill out the required forms in the local Training Services Policy. The "Unmet Need" form which determines the total cost of training and the unmet need costs is sent to the financial aid office of the training facility. After the form is filled out and returned by the financial aid office, the case manager can request funding for any unmet need costs up to the \$1,000 limit. If the "Unmet Need" form is not returned by the payment due date, FVWDB will pay up to \$1,000; however, if the "Unmet Need" form is returned with no unmet need, the training facility is required to reimburse FVWDB. It is the case manager's

responsibility to contact FVWDB with repayment information so the Program Staff Support Manager can coordinate payment from the training provider.

***NOTE:** Tuition limit may vary according to specific grant requirements. Contact FVWDB staff for any exceptions.*

- a) Tuition, fees, and books are included in this \$1,000 cap per semester. Costs such as tools, equipment or uniforms specific to the training program will be funded through a separate voucher from the WIA case manager.
 - b) There is a three semester funding limit per WIA participant and in only one occupational area (i.e. construction, nursing), unless an OJT is considered. FVWDB has the authority to allow a WIA participant to do an OJT even if they received WIA training previously. **NOTE:** a client who has not received WIA training previously may be given priority over a WIA trained client as determined by FVWDB.
 - c) Case managers have the discretion to fund one additional semester based on special circumstances identified in the participant's Individual Employment Plan **and** with approval from the Program Director.
 - d) Each subcontractor will be allotted up to \$500 per participant for basic educational skills instruction which will count against the overall training limit for the semester/lifetime amount. Goal Oriented Adult Learning (GOAL), English Learning Language (ELL), and English as a Second Language (ESL) costs are not subject to the \$500 limit or the lifetime limit.
- 7) Short-term training (identified as 12 weeks or less) has a limit of \$1,500. When FVWDB has made arrangements for "cohort" short-term trainings, the limit may be adjusted at FVWDB discretion.
 - 8) Participants pursuing their last 3 semesters of a Bachelors Degree are not eligible for funding unless their program is in a FVWDB sector group. Exceptions will need approval through the Program Director. Payment for Masters Degree credits is not allowable.
 - 9) Participants who have a four-year college degree will be eligible for training costs only if a transferable skills analysis indicates the need for training to improve the participant's employability.
 - 10) No payments for religious classes will be made.
 - 11) Continuation of funding will be contingent upon maintenance of a 2.0 grade point cumulative average. Funding will not be utilized to pay for a repeat class due to a failed grade or a school grade requirement to repeat a class due to a "D" grade or lower. The participant will be responsible for tuition payment, books and fees related to such class.
 - 12) Temporary employment for WIA dislocated workers is allowed during their training period.

PROCEDURES

The FVWDB Funding Voucher (initially completed in PAS) along with the signed Training Services Policy form must be completed by the WIA case manager and participant. The voucher must be signed and returned by the vendor before payment will be made. **The program name and unique ITA/ATP number (if applicable) must be included in PAS.** If ANY reimbursement for training services is requested, the paid receipts must accompany the Funding Voucher form. The FVWDB Finance Department will pay the training provider based on the availability of funds. All payments are made on a cost reimbursement basis to either participants or vendors.

(For WIA Case Manager information only):

If a case manager exceeds a limit for training or support services:

- A pop-up window will alert the case manager. If the voucher amount was entered in error (e.g. entered \$3,000 instead of \$300) hit the 'cancel' button.

- If the amount selected is correct AND justified, enter in the reason for the overage, what the voucher is for (e.g. tuition, mileage, etc.), and then click on 'confirm'. An automated email will be sent to FVWDB staff and to the case manager; do NOT reply to this email.
- You won't be able to 'issue' the voucher until it gets approved by the Program Director or Chief Operations Officer. An automated email will be generated and sent to the case manager indicating if the voucher was approved or not. If approved, the voucher (obligation) can be issued. If disapproved, the obligation will be automatically deleted.

**ITA TRAINING AGREEMENT
FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.**

I have read the TRAINING SERVICES POLICY and agree to the following:

- ♦ Provide progress reports to my WIA Case Manager every semester including grades while enrolled in approved training activities.
- ♦ Provide documentation to my WIA Case Manager of completed training.
- ♦ I will notify my WIA Case Manager immediately if I accept temporary or permanent employment while in training or if I drop any or all of my classes.
- ♦ When hired, contact my WIA Case Manager and provide name of employer, wage/salary information and benefit information.
- ♦ I will apply for Financial Aid and provide Financial Aid information to my WIA Case Manager.
- ♦ I have read and received a copy of this Training Services Policy form. I understand and agree to these conditions and sign this form voluntarily. In doing so, I agree that customer choice was a factor in my WIA selected training.

Participant Name (Please Print)

Participant Signature

Date

Program Name

_____-_____-_____
ITA #

WIA Case Manager Signature

Date



Voucher Date: 6/17/2004

System Demonstration
1 Any Street
AnyCity, WI 00000

Authorized Vendor:

z ABC Tech College
123 Anywhere Drive
Mytown, WI 54110

This voucher is valid beginning: 6/16/2004
and ending: 6/25/2004

Voucher Detail:

Payment for items on this voucher will be based on actual cost of the items shown below, up to the maximum voucher value. Actual cost must be supported by the receipt(s) for all items listed.

THIS IS AN SAMPLE ONLY AND IS NOT VALID

Specific details of the voucher purpose would be entered in this box. The case manager would use this area to specify what may be purchased.

Maximum Voucher Value: \$100.00

Payment will be made by FVWDB upon submission of voucher. No taxes may be included. Tax Exempt Number: ES30338

AUTHORIZING STAFF: I certify that all of the voucher item(s) contained on this voucher are issued in compliance with FVWDB program rules and regulations and that the Authorized Individual is properly enrolled and eligible for same.

Signature of Authorizing Staff: _____ Date: _____

AUTHORIZED INDIVIDUAL: I certify that all of the voucher item(s) being submitted for payment have been received and purchased by me and that no item has been returned for credit or refund.

Signature of Authorized Individual: _____ Date: _____

AUTHORIZED VENDOR: I certify that all of the voucher item(s) being submitted for payment have been issued to the client; that no item has been returned for credit or refund; that the amount is just and correct and that payment has not been received.

Signature of Authorized Vendor: _____ Date: _____

This voucher must be submitted by Vendor to FVWDB for payment on or before: 8/24/2004

For payment, send signed Voucher and copy of receipt to:

Fox Valley Workforce Development Board, Inc. - Attn: Finance Dept - 996 S. Green Bay Road - Neenah, WI 54956

Questions? Call (920) 720-5600 ext. 14 and ask to speak with the Finance Department

For Office Use Only:

Vouchered By: Al Hesse

+/-	Oblig. ID	Fund Source	Type	WDBID	Amount Paid	Program #	Sub #	Voucher #
-3401.5	14	Training (Not Valid for	Training	04999		000-00-0000		

**FINANCIAL AID AUTHORIZATION
EXCHANGE OF INFORMATION**

Part A – Student should complete and return to WIA Case Manager.

Last Name	First Name	MI	Student ID #
Address	City	State	Zip Phone #

I agree to complete the appropriate financial aid forms as required by the school I will be attending. I understand that applying for Financial Aid is required for WIA assistance. I also authorize the exchange of information between the WIA program and the Financial Aid Office for purposes of determining my eligibility to receive financial aid. I understand that no law requires me to give this information, but if I do not do so, I may not receive any financial assistance.

Student's Signature

Date

Part B – WIA Case Manager

Financial Aid Year: _____

WIA Case Manager's Signature

Print Name

Phone #

Fax Number

Date

Part C – Participant Responsibility Keep a copy and fax a copy to your WIA Case Manager.

Total Cost of Training	\$ _____	<i>Amount of financial aid (excluding loans & workstudy) student will be offered:</i>
		Scholarships \$ _____
		Grants \$ _____
		\$ _____
		\$ _____
		Total Award \$ _____
		Other _____ \$ _____
		Unmet Need \$ _____

Financial Aid Administrator's Signature

Print Name

Phone #

Date

FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.
WIA TRAINING ANALYSIS

NAME _____

1. Is suitable employment available using current skill sets? _____ YES _____ NO
If no, include information such as job search records, LMI data, etc. to support decision.

2. Training meets FVWDB's six specific focus areas and/or additional career subsets as required.
_____ NO _____ YES If yes, explain and attach any necessary documentation (LMI data, etc.):

3. Training is on the ITA list: _____ YES _____ NO
If yes, list ITA # _____

4. Participant is qualified to undertake and complete training program:

Copy of assessments in file _____ YES _____ NO
Math & Reading scores in file _____ YES _____ NO

5. Training is available within program limits, in accordance with current Training Services Policy.
_____ YES _____ NO

Additional Comments:

Case Manager Signature below signifies training approval:

WIA Case Manager

Date

FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.

TEMPORARY EMPLOYMENT POLICY AND PROCEDURE

POLICY

Each WIA Dislocated Worker/Adult program participant may be engaged in temporary employment when the case manager determines:

- 1) The temporary employment is taken with the specific purpose of maintaining income prior to or during enrollment in WIA training and training is scheduled to begin in the next enrollment period,
- 2) Part-time/temporary/seasonal/limited-term employment will be considered temporary, and the temporary employment is intended to last only until training is completed and sustainable employment is obtained.
- 3) Any exceptions need to be approved by FVWDB Programs Director.

PROCEDURE

All participants requesting temporary employment status must complete the Affidavit of Temporary Employment form. The case manager, if necessary, will assist the participant in completing this form and, once completed, approve or disapprove the request for temporary employment status.

When for any reason the case manager has any doubt regarding the information provided by the participant, the case manager will verify this information, prior to approving the temporary employment status request.

The case manager will see that the Temporary Employment form is completed and the original copy will remain in the participant's file. Upon request, said form will be submitted to the FVWDB Program Director for review and monitoring purposes.

FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.

AFFIDAVIT OF TEMPORARY EMPLOYMENT

I verify that I have accepted temporary employment for the sole purpose of subsidizing my income to support myself during enrollment in a Workforce Investment Act (WIA) training program. I verify that such employment is with an employer other than that from which I was dislocated.

I intend to terminate this temporary employment when my WIA training is completed and I have obtained sustainable employment related to my field of training/experience.

Temporary Employer: _____

Job Title: _____

Start Date: _____

Wage: _____

Hours per week: _____

Benefits: _____ Yes _____ No

If yes, explain: _____

Participant Signature: _____

Date: _____

WIA Case Manager Signature: _____

Date: _____

Attachment A



WORKFORCE DEVELOPMENT SYSTEM

FVWDB Career Pathways - Guidance Model

Overview: FVWDB views the Career Pathways model as a multi-tiered approach for delivering support to clients enrolled in the Workforce Investment Act (WIA) program. The model is structured in a way that allows individuals to enter and exit according to their needs and goals. Career Pathways is a long-term approach designed to develop a quality workforce on multiple levels and will be implemented across all WIA programs (Dislocated Worker, Adult, and Youth).

Focus Areas: FVWDB has elected to concentrate on six focus groups that play a vital role in our economic engine. The intent is to provide a near continuous pipeline of qualified individuals who are able to meet the dynamic needs of our local workforce. The focus areas with their additional career subsets include:

1. Advanced Manufacturing
 - a. Financial / Human Resources / Information Technology
2. Call Centers / Business Services
 - a. Financial / Human Resources / Information Technology
3. Construction
 - a. Financial / Human Resources / Information Technology
4. Health Care
 - a. Financial / Human Resources / Information Technology
5. Modernized Agriculture
 - a. Financial / Human Resources / Information Technology
6. Logistics (CDL / Supply Chain)
 - a. Financial / Human Resources / Information Technology

Basic Guidance: Although requirements may vary slightly amongst WIA program areas, before any training can be provided, the training must meet current FVWDB policy.

Action Plan: The FVWDB version of the Career Pathways model is centered on three critical steps: 1) Assessments, 2) Career Planning, and 3) Action

1. Assessments: Necessary to determine “where” the individual is at now (skills) and where do they want to be tomorrow and in the future.
 - a. Various tools are currently in existence or are being planned within our Workforce Development Area (WDA), such as Workkeys and others as necessary with FVWDB approval.
 - b. The assessments will be used to develop a comprehensive picture of what skills (hard/soft) the client currently possesses and how that impacts future plans.
2. Career Planning: Necessary to determine or identify any “skill” gaps or barriers to employment, along with strengths. This planning will be used to initiate the “way ahead” for the client as a systematic “career roadmap” is developed. The focus of the roadmap should be on what the program can provide to the client in order to reach their goals. Goals outside the scope of the program need to be considered and if feasible, guidance on how to reach those goals can be given. For example, a typical client may be working towards a two-year degree initially and then will go for a four year degree. The two-year degree would be within the scope of the program; however, the four year degree would not in this case (Note: someone already in their third year may qualify as well). The roadmap should address this

limitation and give some guidance (or provide referral) on how to continue towards the advanced degree. The roadmap will consist of the following components:

- a. Training Plan: Clearly outline the training actions necessary to reach the client's goals. If applicable, the plan should tie in directly with the ASSET's Individual Employment Plan (IEP) / Individual Service Strategy (ISS) modules.
 - b. Support Plan:
 - i. Support services- If applicable, address transportation and childcare issues within the scope of the current FVWDB Support Services Policy.
 - ii. Other barriers- If applicable, address other barriers (e.g. physical, mental, domestic environment, etc) that might impact training. In some cases, addressing these issues (e.g. spousal abuse) must be accomplished prior to the training phase if there's to be any reasonable chance for success.
3. Action:
- a. Assign an entry point for the client.
 - b. Coordinate with partner agencies.
 - c. Track progress.
 - i. Current status / review goals.
 - ii. Preparation for the next step (advanced training or program exit). The exit brief should be a review of where the client initially started, where they are now, and where they want to be with their career.
 - iii. Follow-up (WIA). Maintain contact with the client per program guidance and provide allowable services as necessary.

Summary: FVWDB believes that the Career Pathways model is the best approach for addressing the ever changing demands of employer workforce requirements. This multi-tiered model in conjunction with a proactive case management system and partner agencies provides a flexible means for developing that workforce for now and into the foreseeable future.

FVWDB Career Pathways Model - Tier Descriptions

Tier 1 – Intensive Work Readiness & Follow-up Supports

Target Audience:

- Desire to work

Featured Instruction:

- Assistance accessing income supports
- Drug and/or alcohol treatment
- Transitional employment
- Intensive work-readiness preparation
- Job placement and follow-up support for participant and/or employer

Tier 2 – Lower Level Bridge (Workplace Basics, Vocational, English as a Second Language (ESL) Adult Basic Education (ABE))

Target Audience:

- 5th – 6th grade reading level
- Low-intermediate ESL level
- With or without high school diploma or GED/HSED
- Little work experience
- Desire to improve basic skills to advance to a better-paying job

Featured Instruction:

- Basic reading, writing (sentences), speaking (workplace vocabulary), and math (arithmetic) taught in context of job and life “success skills”, such as writing a resume, interviewing for a job, providing customer service, using basic computer programs at home and on the job, workplace safety, workplace rights, and exploring life and work values and goals
- Training in industry-specific vocabulary and skills
- Workplace communication skills
- Job placement assistance

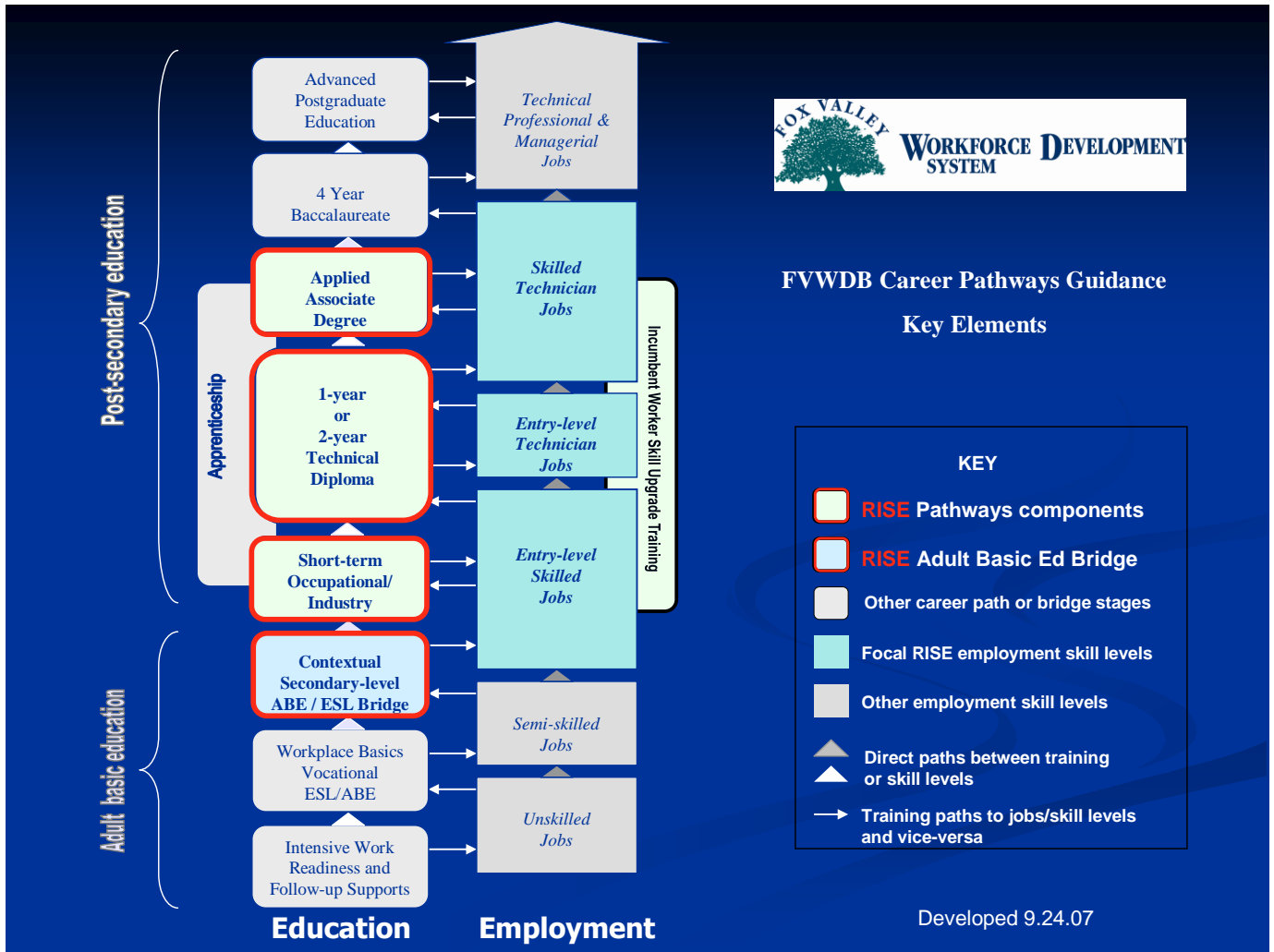
Tier 3 – Higher Level Bridge (Contextual Secondary-level ABE/ESL Bridge)

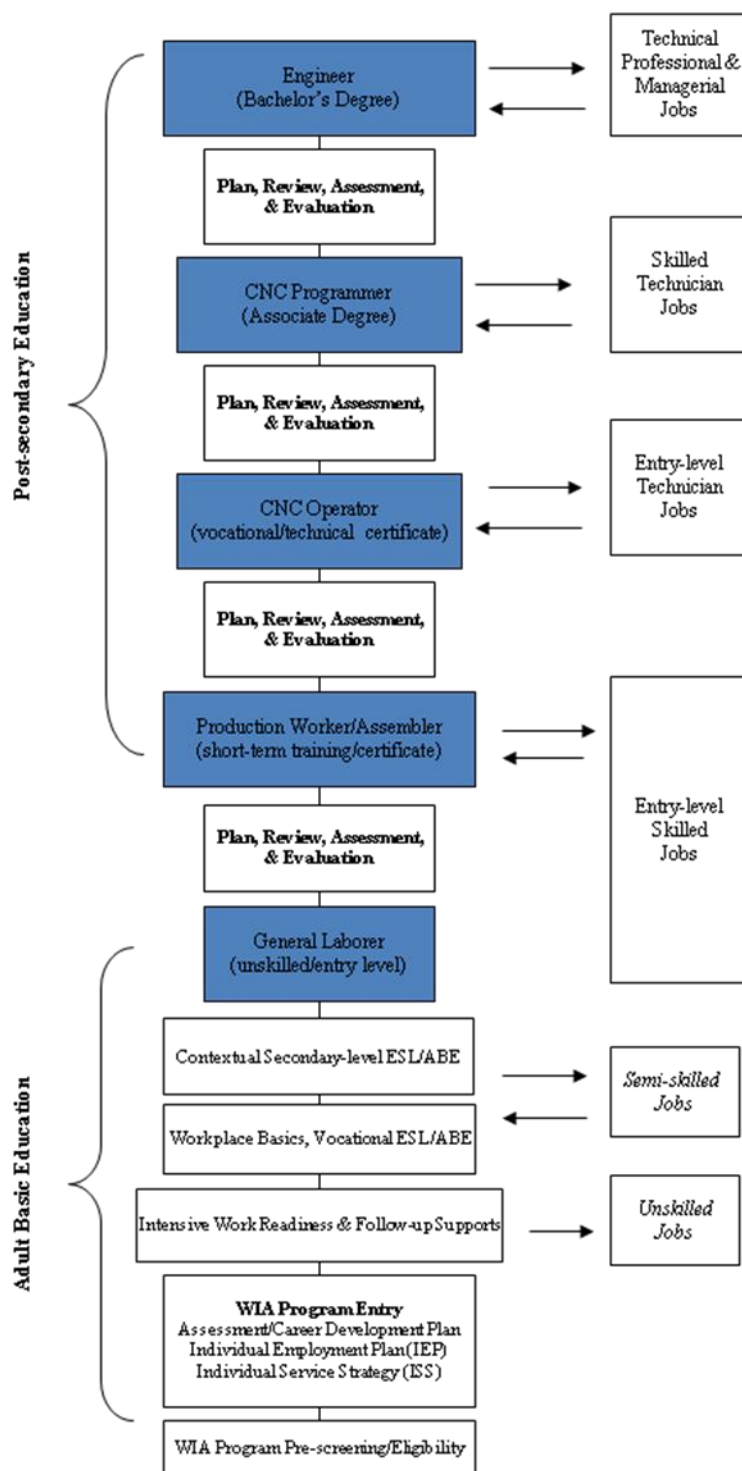
Target Audience:

- 7th – 8th grade reading level
- High-intermediate ESL level
- With or without a high school diploma or GED/HSED
- Stable work history
- Desire to pursue postsecondary technical training or education

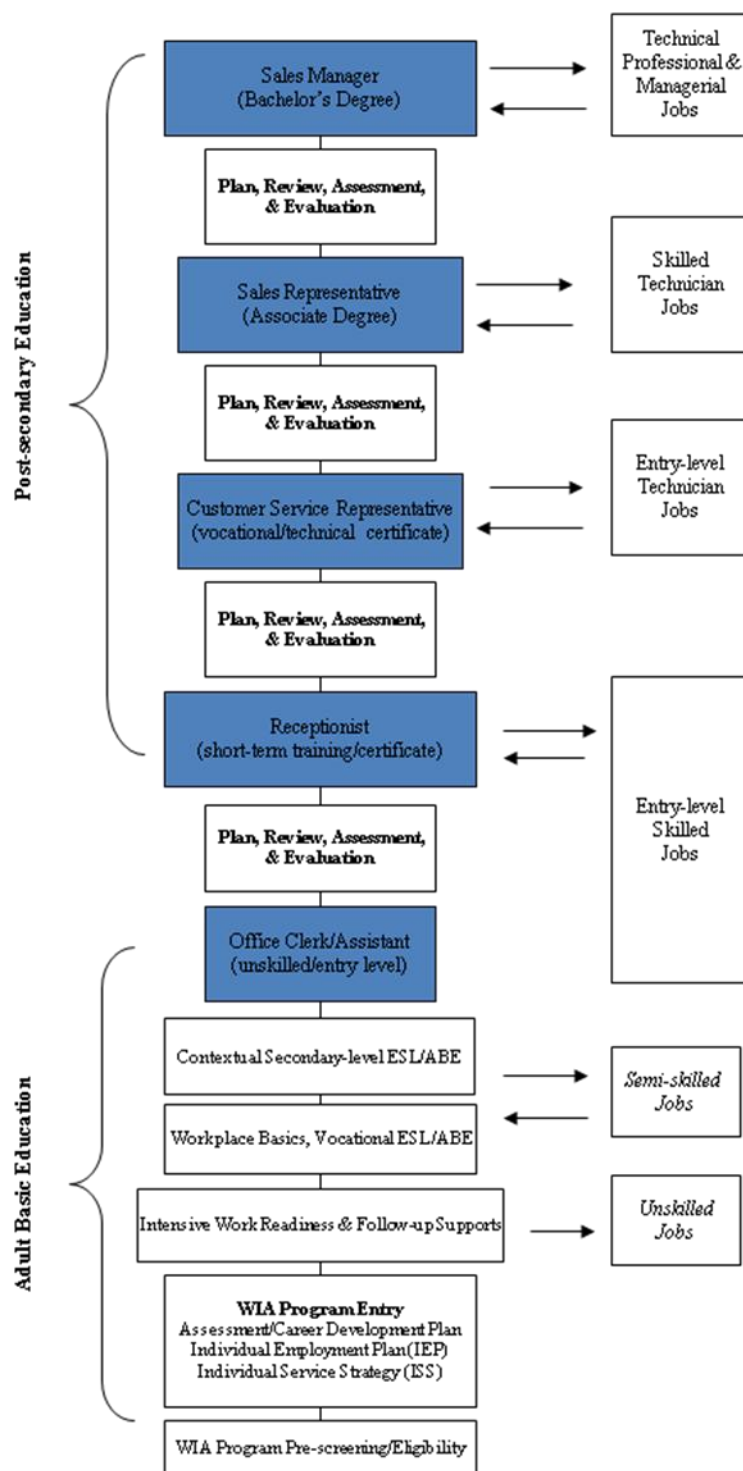
Featured Instruction:

- Outcome competencies set by employers and college occupational degree program facility (i.e. 4 hr. blueprint reading class, Microsoft Office Suites software program)
- Basic reading (reading for information), writing (paragraphs), speaking (presentations), math (pre-algebra), and computer applications (word processing, spreadsheet, presentation software) taught in the context of exploring careers and postsecondary training options and preparing a career plan
- Learning success skills (for school and on the job), including note-taking, study habits, time management, financial literacy, and test-taking (i.e. Accuplacer)
- Training in industry-specific vocabulary and technical fundamentals taught using workplace problems and tools and materials from introductory college-level courses (in field-specific programs)
- College credits or “credit equivalencies” for competencies developed and documented during bridge training
- Job shadowing and internships
- Job and/or college placement assistance

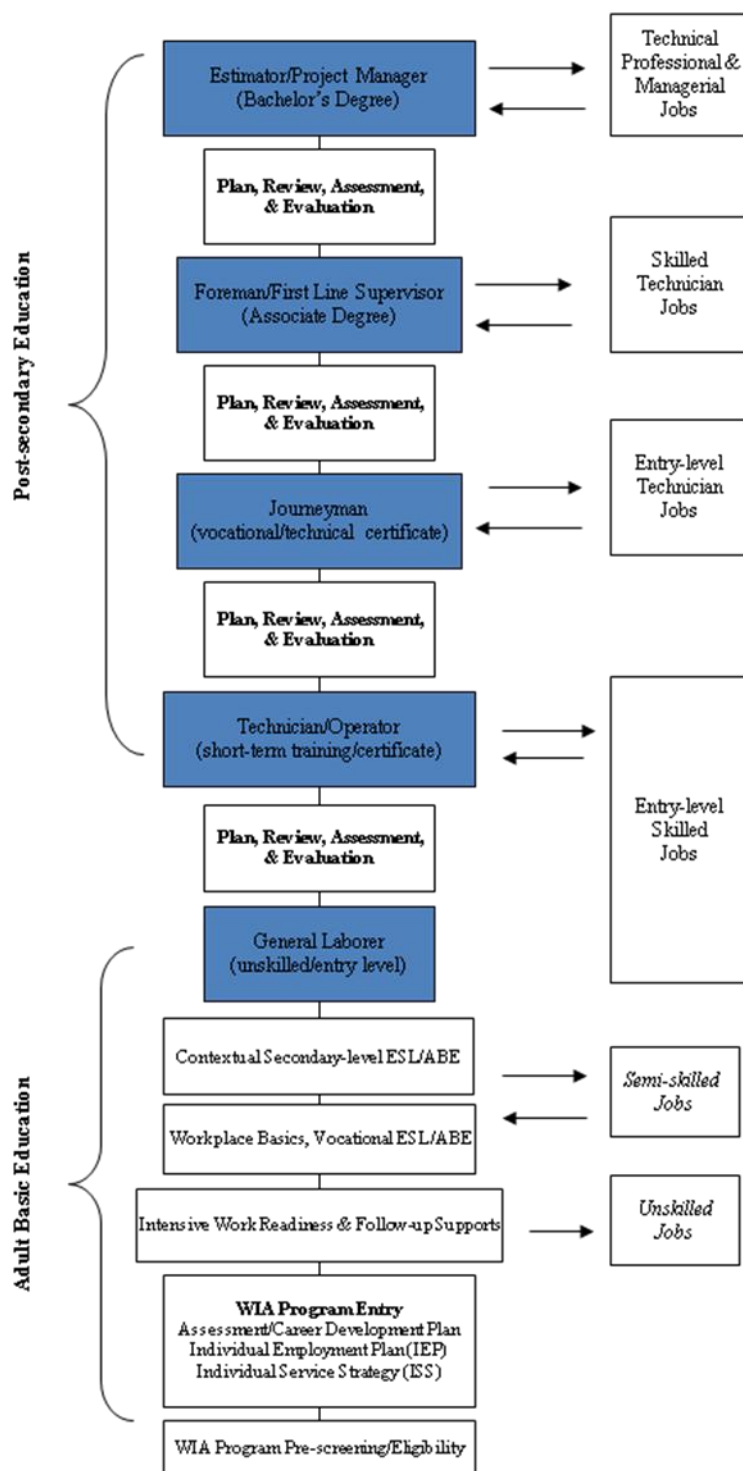




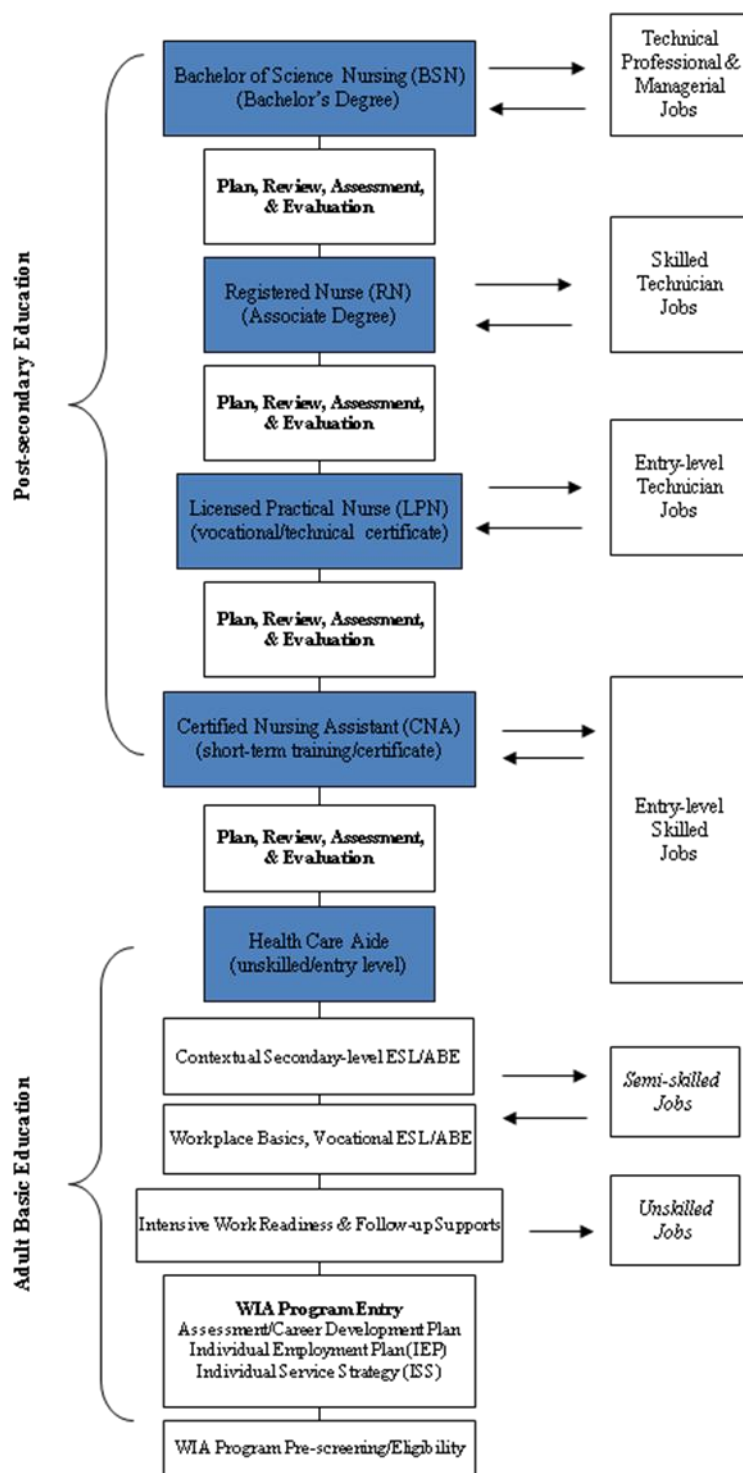
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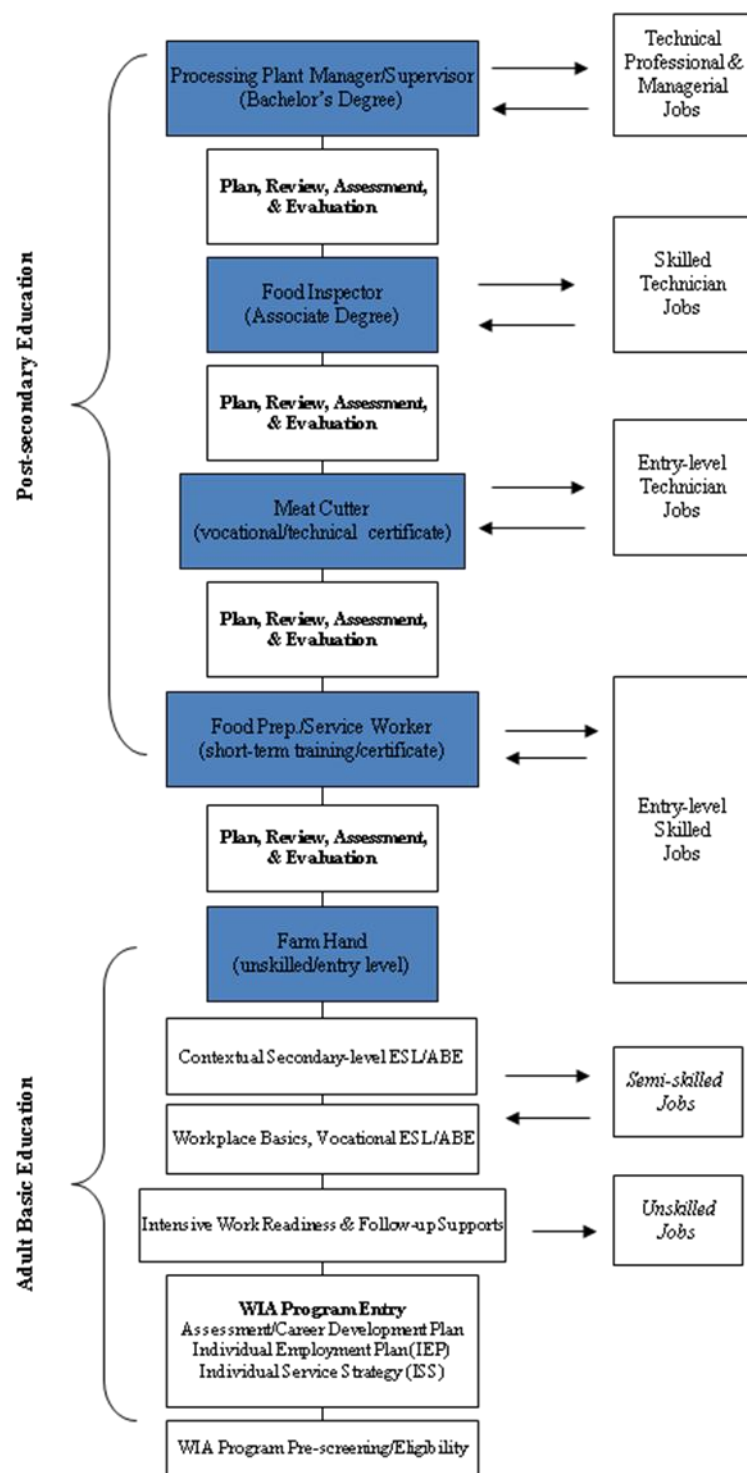
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Developed 10.19.07



Developed 10.19.07

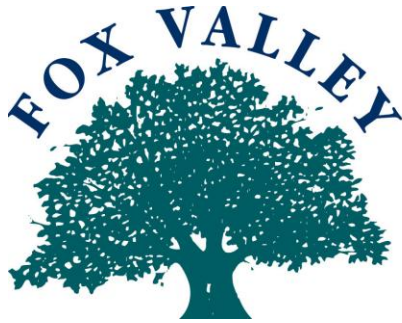


Developed 10.19.07

Individual Training Account (ITA) List

ATTACHMENT S

1. Fox Valley WDB (FVWDB) has established the following procedure for adding, removing, and monitoring training providers on the ITA list.
 - a. Adding: If not already on the statewide ITA list, upon request, an ITA application (DWD developed) is given to the training provider.
 - b. Applications will be reviewed for completeness and accuracy. Completion/placement data not required if the program is new.
 - c. Input from case managers will be solicited:
 - ii. Projected LMI data; both growth and projected number of openings are considered.
 - iii. Anecdotal input regarding career outlook and training provider past performance in already approved programs.
 - d. Removal: FVWDB will follow established DWD policy for having a training provider removed.
6. Monitoring: FVWDB will use current performance data collected by the state that is relevant and/or anecdotal data collected by case management staff and other WDB's.



**WORKFORCE DEVELOPMENT
SYSTEM**

ON-THE-JOB TRAINING POLICY

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FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.
ON-THE-JOB TRAINING GUIDELINES

I. Introduction

On-the-Job Training (OJT) is onsite training by an employer who is reimbursed up to 50% of the wage rate of the participant (over a determined period of time) to compensate for extraordinary costs of training.

On-the-job training (OJT) as allowed by the Workforce Investment Act (WIA) is a viable training tool for eligible WIA participants. OJT can be an effective tool in assisting WIA eligible participants to become gainfully employed after receiving core services, intensive services, and has been unsuccessful in finding adequate employment. This is because the training is conducted at the work place. On-the-job training is one of the most successful forms of training under WIA. WIA enrollees are either dislocated workers or economically disadvantaged (income less than 200% of poverty) persons with limited/outdated skills, and employers are often unwilling to take the risk of hiring and training these individuals. The OJT program encourages employers to take that risk by partially reimbursing wages for training.

Payments made to employers are considered to be reimbursements for costs of training, including lower productivity, which are over and above normal training that would be provided to non-WIA eligible new hires. The OJT contract is not a subsidy to employers for normal hiring and training. WIA funds must be used to buy training, not placements and wage subsidies. However, for an OJT to be most beneficial and productive for both the WIA trainee and the employer, it should be planned. Therefore, the following guidelines are designed to assist case managers and business service managers (BSM) in the planning of an OJT experience. The guidelines will also assist in meeting the federal regulations which require that, to be allowable, costs incurred in the OJT contracting process must be necessary, reasonable and allocable.

Note: This policy provides basic guidance for WIA OJTs. Special WIA or unique grants “may” have additional or contradicting requirements. Ultimately the funding source requirements will be followed.

II. Identification of OJT Need

When is an OJT appropriate? A contract is appropriate when the participant lacks the skills necessary to obtain employment with that specific employer. The need for any OJT should also be identified in the Individual Employment Plan (IEP) wherein the participant’s interests, abilities, and needs are identified.

A contract would be inappropriate if the participant already possesses all the skills the employer requires to do the job in question, i.e., the participant was previously employed in this occupation and needs no further training to become re-employed.

III. Selection of Participants for On-the-Job Training

Participants must be certified eligible for WIA prior to consideration of a contract. All participants will have completed an objective assessment, have an Individual Employment Plan (IEP), and enrolled in WIA before training or program activity begins. Subcontractors should screen all participants prior to being referred to employers. **All contracts must be negotiated and signed on or before the first day of employment.**

Reverse referrals: FVWDB Subcontractors may accept referrals from employers regarding individuals the employer would like to hire and "make WIA eligible", provided that

1. The individual has not already been offered the job;
2. The individual lacks the skills necessary for the job;
3. Because of the lack of skills, the employer will only hire the individual under an OJT contract;
4. The job is open to any qualified applicant; AND
5. The individual has met eligibility requirements for intensive services and has received an assessment, and for whom an individual employment plan has been developed.

IV. Employer Eligibility for Participating in On-the-Job Training

Potentially eligible employers able to participate in OJT contracting include: private-for-profit businesses, private non-profit organizations, and public sector employers.

An employer will **not** be eligible to receive WIA OJT training reimbursements if:

- A) The employer has any other individual on layoff, involved in a work stoppage or on strike from the same or substantially equivalent position.
- B) The OJT would infringe upon the promotion of or displacement of any currently employed worker or a reduction in their hours.
- C) The same or a substantially equivalent position is open due to a hiring freeze.
- D) These funds would be used to assist in relocating establishments or parts thereof from one area to another unless it has been determined by the Secretary of the Department of Labor (DOL) that such relocation will not result in an increase in unemployment in the area of original location or in any other area.
- E) The positions are for seasonal employment.
- F) The employer is a private for-profit employment agency, i.e. temporary employment agency, employee leasing firm or staffing agency.
- G) Employer who (the actual worksite of trainee) is beyond 40 miles (except in Workforce Development Area) from an office in which the case manager works will not be eligible for OJT reimbursements, (i.e. primary reason is because it is not cost effective to develop and monitor), unless approved by the contracted FVWDB Programs Director.
- H) The position is not full time, i.e. minimum of 32 hours per week. For jobs less than 32 hours per week, the case manager's supervisor must approve the contract in writing, and such written approval shall be maintained in the participant's file. In no event shall a contract be written for jobs which provide less than 25 hours per week.

In addition:

- 1) WIA OJT is not an entitlement program for employers. The decision to enter into an contract with an employer is at the discretion of the FVWDB Chief Executive Officer. Employers who have a history of not continuing employment of WIA participants after the contract is completed will not be considered for additional contracts.
- 2) Reimbursements for on-the-job training are not intended to be wage subsidies to employers; rather they are intended for extraordinary costs of training WIA participants.
- 3) WIA OJT prohibits employment on the construction, operation, or maintenance of any facility used for sectarian instruction or place of worship.

V. Occupational Eligibility

OJT is allowable for occupations which are consistent with the participant's capabilities, are in demand occupations which will lead to employment opportunities enabling the participant to become economically self-sufficient and which will contribute to the occupational development and upward mobility of the participant.

Occupations selected for OJT shall meet, at the time of completion or per company policy, the following:

- A. Average Earnings meet or exceed FVWDB, Inc. performance standards for WIA Adult and/or WIA Dislocated Worker (varies by program year); and
- B. Full time positions (minimum of 32 hours per week), and
- C. All participants shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. This will include Unemployment Insurance coverage where the employer is normally required to provide such coverage to its employees.
- D. The position provides the participant benefits per company policy which have a monetary value (i.e. insurance, paid leave, profit sharing) other than those required by law.
- E. Although budgetary limitations may be taken into account in determining OJT duration, the skill requirements of the job and the training needs (Attachment 1) of the participant should be used as the primary determinants. Contracts written for less than 6 weeks in length are discouraged. The BSM should provide justification for contracts of less than 6 weeks or when contracts are written for a shorter period than indicated by applying FVWDB's methodology for determining the length of OJT training, which is located on attachments 2 and 3. The justification should be maintained in the participant's file. Contracts can be written for a training period that exceeds the period which the employer is reimbursed.
- F. No contract shall be written for more than 6 months' duration.
- G. Contracts will generally not be written for the following occupations: operators of single needle non-complex sewing machines; janitors; dishwashers; baggers; house keepers; and car wash attendants. These are low skill jobs that generally would require little or no training. They should be used for OJT only if training is required to accommodate disabled or other participants who possess limited skills, i.e. needs assessment scores of 14 or higher which indicates extreme need for training.

VI. Content of the contract

When an employer is interested in hiring an enrolled WIA eligible participant, basic information needs to be collected from the employer, including: employer name and address, job title, job description, rate of pay, hours worked per week, and benefits available to the participant, the participant's name, training needs, education and employment background need to be reviewed in order to justify the need for an contract.

Two forms utilized to determine the training need and length are:

1. Training Needs Assessment (Attachment 1)—which assesses stability of work experience, education, English communication, dependents, and other barriers to employment (see Attachment #2 – Directions & Definitions). The total of the Training Needs Assessment is then used in the calculation of the OJT Agreement Length Determination Form.
2. OJT Contract Length Determination Form—reviews the participants training needs, the difficulty of the job, and the estimated length of training (see Attachment #3).

After the Training Needs Assessment and OJT Contract Length Determination Form have been completed, and it has been determined that an OJT is appropriate, the case manager can fill out the OJT Contract (see Attachment #4).

All contracts must be negotiated and signed on or before the participant's first day of employment.

- The case manager will review the contract, monthly time record, and progress report with the participant, answer any questions, and obtain their signatures on the contract.
- The BSM will review the contract, monthly time record, and progress report with the employer, answer any questions, and obtain their signatures on the contract.
- Both the case manager and the BSM are responsible to communicate all information with each other and the Programs Director.

Each party receives a copy of the contract. The Chief Financial Officer receives an original contract where it is kept on file, PRIOR to any payments to the employer. A copy is also sent to FVWDB Programs Director.

VII. Procedures

The employer is required to submit a monthly time record and progress report to the BSM. The Monthly Time Record and Progress Report must be signed by the participant, employer, and BSM. The BSM should maintain a copy of this report and forward a copy to the case manager for the participant file and the original given to the FVWDB Financial Department. The FVWDB Chief Financial Officer will pay the employer based on the availability of funds. All payments are made on a cost reimbursement basis to the employer.

If, in reviewing the monthly progress report, it is apparent the participant is having difficulty, the case manager should contact the BSM. Sequentially they can help the employer in an attempt to resolve any problems/potential problems to insure the successful completion of the contract and retention by the employer of the participant in unsubsidized employment.

VIII. OJT Monitoring, Compliance & Modification

On-site monitoring will be conducted at least once during the course of the contract (as close to midpoint of contract as possible) to determine compliance with WIA and progress toward completion of training.

The monitoring guide (Attachment #9) will be completed for all contracts.

If terms and conditions of the contract are not being met, an effort should be made to resolve the issue at the time of the on-site monitoring. If violations of law are taking place, steps to terminate the contract should be implemented immediately.

The contract may be modified to adjust the end date, number of hours, contract total, or for other valid changes using the contract Modification form (Attachment #8). A copy of the contract Modification form must be forwarded to the FVWDB, Inc. Chief Financial Officer.

NOTE: A contract may be modified for wage increases only if additional training is required and can be justified and documented.

IX. Recordkeeping

The following records should be maintained in the OJT participant/trainee's file:

- Verification of WIA Program Eligibility
- Objective Assessment Results (including work history)
- Individual Employment Plan (IEP)
- Needs Assessment Form
- contract Length Determination Form
- Copy of contract
- Copies of Monthly Time Record and Progress Report
- ASSET Service Tracking
- Completed OJT Monitoring Guide
- Correspondence/Case Notes
- Certificate of Completion

X. OJT Direction Outline

Staff must complete the following when providing an OJT service:

1. Employer Certification - Employers must demonstrate that they:
 - Have not relocated or expanded operations from another location where dislocations were the result.
 - Within a two-year period, have provided long-term employment to at least 50% of former OJT participants.
 - Within a two-year period, have maintained wages at levels equal to or higher than the level paid under the OJT agreement for at 50% of former OJT participants.

2. Training Needs/Duration Analysis – Determines whether training is appropriate; and if so, how long training should last.

Needs are evaluated, in part, by completing the Training Needs Assessment Profile. If there is a clear discrepancy between the skills of the participant and those required by the employer, the case manager will bring the discrepancy to the programs director for further guidance on the continuation of the OJT.

3. OJT Contract and Training Plan/Program Enrollment – Must be completed (with the appropriate signatures and dates) prior to the beginning of the OJT.
4. Training Evaluation/Invoice – Completed at the half-way point and end of training period. These invoices generate a 50% and 25% reimbursement (respectively) to the employer.
5. Training Invoice – Retention – Completed 13 weeks after the completion of training. Employer gets the remaining 25% of contract if the participant is still employed.
6. OJT Post Training Evaluation – Completed 13 weeks after the completion of training, and sent to the FVWDB Programs Director at the FVWDB Office.

WIA TRAINING NEEDS ASSESSMENT

Participant _____

ASSET PIN# _____ Age _____ Male _____ Female _____

WIA Services Agency _____ Date of Needs Assessment _____

For indicators A & B, choose the one sub-indicator (a, b or c) listed which is true for the participant and gives the highest point value, d, e, or f may also apply. Enter the point value in the sub-total at the far right.

A. Stability of Work Experience since the start of the OJT process (Max of 7 points) A. Sub-Total _____

- ☐ a. 3 pts.—over 26 weeks unemployed or under-employed in year prior to application on OJT
☐ b. 2 pts.—19-25 weeks unemployed or under-employed
☐ c. 1pt.—10-18 weeks unemployed or under-employed
☐ d. 2 pts.—history of short term intermittent employment (held at least four jobs in the last two years or at least two jobs in the past year)
☐ e. 3 pts.—No prior work experience
☐ f. Add 1 point for unstable work history other than a-d (Maximum of 2 pts.)
 ☐ (1) Fired from one or more jobs in past two years
 ☐ (2) Quit at least two jobs in last two years for reasons other than layoff or external responsibilities (e.g., health, child care, or another job)
 ☐ (3) Held any two jobs for less than six weeks in the past two years
 _____ WEEKS UNEMPLOYED ONLY

B. Education (Max. of 6 pts.)**B. Sub-Total _____**

Test Level, Reading _____ Math _____ Not Tested _____

- ☐ a. 4 pts.—less than 8th grade reading and math (or highest grade completed is 8th, if not tested)
☐ b. 3 pts.—less than 8th grade reading or math (or highest grade completed is 10th, or less, if not tested)
☐ c. 2 pts.—less than 9th grade reading and math (or highest grade completed is 11th, if not tested)
☐ d. Add 1 point if no high school diploma or GED.
☐ e. Add 1 point for other education barrier (Must be explained below):

C. English Communication (Maximum of 3 points)**C. Sub-Total _____**

- ☐ 3 pts.—Inability to speak English when it presents a barrier to employment

D. Other Barriers (Maximum of 6 points) Two (2) points for each barrier

D. Sub-Total _____

- | | | |
|---|---|--|
| <input type="checkbox"/> a. Offender | <input type="checkbox"/> e. Older Worker (over 55) | <input type="checkbox"/> i. Refugee |
| <input type="checkbox"/> b. Displaced Homemaker | <input type="checkbox"/> f. Recently Separated Veteran | <input type="checkbox"/> j. Lack of Transportation |
| <input type="checkbox"/> c. Dislocated Worker | <input type="checkbox"/> g. Age 45-54 | <input type="checkbox"/> k. Physical Handicap |
| <input type="checkbox"/> d. Mental Health, Alcohol, Drug Abuse, Other Mental Disability | <input type="checkbox"/> h. Public Assistance Recipient | |

E. Dependents (Max. of 3 pts.)

E. Sub-Total _____

- ☐ a. 2 pts. – Single Parent/Single Head of Household—Children or Invalid at home
- ☐ b. 1 pt. – Dependents other than spouse & no employed adults in family
- ☐ Optional: Add 1 point if dependents (in either a or b are of pre-school age)

OVERALL NEED – Add scores for A through E _____

DIRECTIONS FOR COMPLETION OF THE WIA TRAINING NEEDS ASSESSMENT FORM

1. All items must be responded to completely.
2. The Sub-total boxes to the right of the indicator heading represent the point value marked for that specific indicator. Put a check mark next to each criterion that applies to the participant. The point value for the checked criteria must add up to the sub-total for each indicator.
3. This form must be completed for all OJT candidates.
4. The only time a specifically defined term can be used as a basis for awarding points, is when the participant's actual status matches the definition given on the attached definition listing.

SPECIFIC DIRECTIONS

A. Stability of Work Experience

1. For the weeks of unemployment criteria (Indicators a, b or c), choose the one which is true for the participant and gives the highest point value. One of these indicators will apply to all participants.
2. d, e or f will apply only to some participants. Make entries as appropriate to the maximum point value as indicated by the work history of the participant.
3. Total weeks unemployed (the time since the participant last held a regular full or part-time job) prior to application must be entered in the space provided.

B. Education

1. Select the indicator that matches the applicant's educational history and gives the highest number of points. Note that indicators a, b and c have two parts. The first part, Grade Level achievements, can be indicated when the participant has been tested. In those cases where the participant has not been tested, educational barriers may be shown, if present, by the highest grade completed. The highest grade completed option may only be selected when the participant has not been tested.
2. An additional point is given in (d) when the applicant has no high school diploma or GED. Note that this point may also be awarded when the highest grade completed alternative is used.
3. The explanation for other educational barriers must indicate what the barrier is, how it has been diagnosed and where documentation is maintained.

C. English Communication Self explanatory

D. Other Barriers

1. A maximum of three barriers can be indicated. Put a check mark next to those that apply.
2. If the applicant has a physical handicap (barrier k, in the space provided) identify the physical disability, how it has been diagnosed and where documentation is maintained.

E. Dependents Self explanatory

- F. Other Check your arithmetic, making sure that your entries show how the sub-total indicated on the right was derived. Make sure the five sub-totals add to the total (OVERALL NEED).

G. Priority Group Ranges

High Need = 10 or more points

Medium Need = 4 to 9 points

Low Need = 0 to 3 points

DEFINITIONS

1. **Unemployed**—During the seven consecutive days prior to application, the applicant did not work but was available for work and during the past four weeks, the applicant made specific efforts to find a job.
2. **Underemployed**—The applicant is either: a) working full-time but has an annualized earned income (for one person family) which, if annualized, would be equal to or below the poverty level, or b) working part-time and seeking full-time work.
3. **Offender**—The applicant has been subject to any stage of the adult criminal justice system, and would benefit from WIA programs, or requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.
4. **Dislocated Worker**—The applicant is an individual who:
 - a. was dislocated within the last five years, and
 - b. has no specific recall date from an employer, and
 - c. either:
 - previous work history of two years if age 22 or older, or
 - previous work history of four years if age 21 or younger, or
 - dislocation that is the result of a permanent plant or facility closing or substantial layoff regardless of work history.

REGULAR DISLOCATED WORKER – Has been terminated or laid off or has received a notice of termination or lay-off from employment; and is eligible for, or has exhausted, entitlement to unemployment compensation; or has been employed for at least six months with employer of dislocation, but is not eligible for unemployment compensation; and is unlikely to return a previous industry or occupation;

PLANT CLOSING OR SUBSTANTIAL LAYOFF – Has been terminated or laid off, or has received a notice of termination or layoff, from employment, as a result of any permanent closure of, or any substantial layoff at, a plant, facility or enterprise (NOTE: Substantial layoff would adhere to WARN notice requirements);

ANNOUNCED PLANT CLOSING – Employer has made a general announcement that such a facility will close within 180 days;

SELF-EMPLOYED – Was self-employed and is currently either unemployed or is in the process of going out of business due to a natural disaster or general economic conditions in the area.

DISPLACED HOMEMAKER - Is an individual who has been providing unpaid services to family members in the home and who:

- a. has been dependent on the income of another family member but is no longer supported by that income; and
 - b. is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.
5. **Mental Health, Alcohol, Drug Abuse, Other Mental or Physical Disability** — A disability constitutes a barrier to employment when: a) it substantially limits the applicant's major life activities functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working and receiving education or vocational training; b) the applicant has a record of such a limitation; c) the applicant is regarded by others as having such a limitation. Note: inability to speak English does not constitute a barrier.

A person is handicapped if she/he has: a) a physical or mental impairment which substantially limits one or more major life activities; b) a record of such impairment; or c) is regarded as having such an impairment: The word handicap refers to some particular condition which is not common to the "normal" population; is "a

disadvantage that makes achievement unusually difficult.” Any physical or mental condition may be considered a handicap under the Fair Employment Act if the presence of such a condition is being used by an employer to discriminate against an individual. Under the heading of Mental Handicaps are listed a) Organic (retardation, stroke, tumor); and b) Behavioral (alcoholism, drug dependencies, psychosis, emotional disorders).

6. Older Worker (Over 55)—an applicant at least 55 years of age at the time of enrollment.
7. Recently Separated Veteran—The applicant is an individual who served in the active (180 days or more) military, naval, or air service, and who was released or discharged under conditions other than dishonorable, the date of discharge or release occurring during the 48 months prior to application for WIA.
8. 45-54—The applicant is between 45 and 55 years of age.
9. Refugee—One who flees from his/her home or country to seek refuge elsewhere—according to Webster’s New World Dictionary.
10. Public Assistance Recipient—The applicant, or applicant’s family, is currently receiving public assistance, which means federal, state, or local government cash payments for which eligibility is determined by a need or income test. “Cash” includes direct payments in the form of currency, checks or money orders. It does not include the value of meals and lodging provided in exchange for work, food stamps, Medicaid, the value of emergency food, clothing, or housing, or the subsidized portion of rent for public housing. Food stamps are a separate program and are not considered public assistance.
11. Lack of Transportation—There is no public transportation available, or either no car or driver’s license, or both.

OJT CONTRACT LENGTH DETERMINATION FORM

Trainee's Name _____ ASSET PIN# _____

Job Title _____ Dictionary of Occupational Titles (DOT) Code _____

Skill Level Sum _____ Needs Assessment Score _____ or

Specific Vocational Preparation Time _____

The DOT code is a nine (9) digit number which specifies various occupational information.

The first three digits identify a particular occupational group. The middle three (3) digits of the DOT occupational code are the workers function ratings of the task perform in the occupation. The last three (3) digits of the occupational code indicate the alphabetical order of titles within 6-digit code groups which differentiates a particular occupation from all others.

Example: DOT code 652.382-010 gives a skill level of 13 (add 3 + 8 + 2). There is an inverse relationship between skill level and the amount of training time required for a particular occupation; as the skill level code increases, the training time decreases. The lower the skill level number the higher the skill level and the greater the time required for training.

TRAINING TIME CONVERSION CHART

DOT Code Level	High Needs (10+) Weeks	Medium Needs (4-9) Weeks	Low Needs (0-3) Weeks
0 - 10	12 - 14	10 - 12	8 - 10
11 - 12	10 - 12	8 - 10	6 - 8
13 - 14	9 - 11	7 - 9	5 - 7
15 - 18	8 - 10	6 - 8	4 - 6
19 - 23	6 - 8	4 - 6	X

Indicated length of contract: Weeks _____ Hours _____

Comments:

Case Manager Signature _____

Date _____

ON-THE-JOB TRAINING CONTRACT (1 of 5)**Employee Name:****Contract #:****Program:****Active Period:****ASSET PIN#****Employee Signature:****GENERAL INFORMATION****Employer Name:****Address:****City, State, Zip:****Telephone Number:****Email:****REIMBURSEMENT FORMULA: SOC CODE:****SIC CODE:****DOT CODE:**

Job Title	Employee Hourly Wage	Total # of Training Hours	Total Wages During Training	Fix Reimbursement Rate (%)	Total Training Cost
Other Training Costs	Tuition & Fees Amount	Books and Materials	Miscellaneous		Contract Total:

The parties hereto agree that the Employer will provide on-the-job training for the Employee named above, and that the Contractor will, in consideration of such training services to be provided, reimburse the employer a total fixed price as indicated above as the "contract total," such payment to be made pursuant to the terms and conditions set forth in this agreement and the Certifications and Assurances which are a part of this agreement.

Is the employer a Corporation? Yes ____ No ____ FEIN: _____

Is this position subject to a collective bargaining agreement? Yes ____ No ____
If yes, complete Addendum A.

SIGNATURES

This agreement is signed in good faith and the Employer agrees to the Certifications and Assurances listed on pages 2, 3, and 4 of this Agreement.

Fox Valley Workforce Development Board, Inc.**EMPLOYER****Name:****Name:****Title:** Chief Executive Officer**Title:****Signature:****Signature:****Date:****Date:****BUSINESS SERVICES REP:****Phone:**

JOB DESCRIPTION

Attach copy of job description if available

TRAINING SUPERVISOR:**TRAINING PLAN**

Specific proficiencies and skills to be learned, measurable indicators of successful performance, and estimated number of hours of training needed to learn each skill:

TRAINING METHOD(S)	List Answers Below
Observation	
Performing Task(s) Under Supervision	
Classroom Training	
Other (Specify):	

1. REPORTING REQUIREMENTS

- (a) The Employer will be required to submit a monthly time record and progress report form to the FVWDB Programs Director at the end of each month and at the end of each contract.
- (b) The Employer will be responsible for reporting all OJT hires and terminations to the FVWDB Programs Director.

2. RECORD RETENTION

- (a) The Employer is responsible for maintaining attendance and payroll records of the participant, and any other evidence and accounting procedures and practices, sufficient to reflect properly all costs and services claimed to have been incurred and anticipated to be incurred for the performance of this contract.
- (b) The Employer shall preserve and make available his records until the expiration date of six (6) years from the date of final payment under this contract.
- (c) The Employer agrees that the contracting officer, or any of his/her duly authorized representatives and the Fox Valley Workforce Development Board, Inc. shall be given access to, at all reasonable times, the facilities and records pursuant to this contract.

3. TRAINING REIMBURSEMENT

- a) The Employer will be reimbursed for only those training days actually worked by the participant/employee and such reimbursement will not exceed 50% of actual wages paid. OJT reimbursement cannot be utilized for payment of over-time wages. Overtime hours worked during the training period will be reimbursed based on the straight hourly rate.
- b) Reimbursement for off-site or classroom training costs, which are identified as part of the training plan, will be paid upon submission of documents from the Employer indicating costs incurred for such training.

4. All wages paid by the Employer to the participant/employee will be made by check.

5. All contracts are to be written and signed prior to or before, but in no event later than, the participant's actual start date with the Employer.

6. The Employer certifies that he/she is able to provide the resources for training, including supervision, tools, equipment, instruction, etc.

7. EMPLOYEE BENEFITS

The Employer certifies that the Employee will receive some benefits other than those required by law and which have a monetary value at least as soon as the Employee's training period has ended or the Employer's probationary period has ended, whichever is later, per the Employer's company policy. Such benefits will include:

Health Insurance

Paid Vacation

Paid Holidays

8. SAFETY REQUIREMENTS

No participant will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the participant's health and safety.

9. MODIFICATION

Modifications of this Agreement must be mutually agreed to in writing by the FVWDB and the Employer prior to authorization and must be completed on the approved modification form. This Agreement can be modified for wage increases only if additional training is required and can be justified and documented.

10. TERMINATION OF CONTRACT

The performance of work under this contract may be terminated by the FVWDB when, for any reason, it is determined that such termination is in the best interest of the program, or when it has been determined that the Employer has failed to provide any of the services specified or if the participant has failed to perform or to comply with any of the provisions contained in this contract.

11. LAWS APPLICABLE

The Employer will perform its duties in accordance with the Workforce Investment Act of 1998, other applicable laws, the regulations, procedures and standards promulgated hereunder, and the OJT Certifications and Assurances listed in this contract.

12. ASSURANCES

- A. The employer shall comply with civil rights laws and regulations including nondiscrimination (WIA).
- B. No participant, staff person or administrator shall be discriminated against, denied benefits, denied employment or excluded from participation in connection with any federally funded program on the basis of race, color, religion, sex, national origin (ethnic status), age, handicap, marital status, offender status, sexual orientation, political affiliation or belief, arrest or conviction record or refusal to submit to sexual contact or sexual intercourse. (WI Fair Employment Act, 111.31 - 111.395, stats.)
- C. No officer, employee or other agent of the employer shall engage in any of the following actions with respect to a participant who is a member of the officer's, employee's, or agent's immediate family: recommend hiring, decide hiring, establish salary/wage rate, or provide preferential supervisory treatment.
- D. During hours of work covered by this agreement, no participant shall engage in partisan or nonpartisan political activities.
- E. Funds may not be used to attempt to support either religious or anti-religious activities.
- F. Funds may not be used in any way to promote or oppose unionization.
- G. No participant shall be required to join a union as a condition of employment unless the training involves individuals employed under a collective bargaining agreement containing union security provisions.
- H. The employer must obtain a written union concurrence statement if a collective bargaining agreement is in effect.
- I. No participant shall be placed in or remain working in any position affected by a labor dispute involving work stoppage or strike.
- J. This agreement may not result in the displacement of currently employed workers or reduction in hours, wages or employment benefits of currently employed workers.
- K. Funds shall be used to supplement and not supplant funds that would otherwise be available from nonfederal sources.
- L. No participant shall be hired into or remain working in any position when the same or a substantially equivalent position is vacant due to a hiring freeze.
- M. No participant's employment shall infringe in any way upon the promotional opportunities of currently employed individuals.
- N. No participant shall be hired into or remain working in any position when any person who is not federally funded is on layoff from that position.
- O. The employer shall comply with applicable health and safety standards.
- P. The employer shall secure worker's compensation or other insurance coverage for work-related injury or illness of participants.
- Q. The employer shall comply with child labor laws if the participant is less than 18 years of age.
- R. Participant wages will be paid by the employer at the same rates as similarly situated employees but not less than the state or federal minimum wage, whichever is greater.

- S. Participants shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. This will include unemployment compensation coverage where the employer is normally required to provide such coverage to employees.
- T. The employer shall maintain records and provide access to records as necessary for the FVWDB Programs Director to assure that funds are being expended in accordance with the purposes and provisions of the agreement.
- U. Every employer who hires participants and receives funds under this agreement shall maintain complaint/grievance procedures relating to the terms and conditions of employment.
- V. Funds will not be used to relocate an establishment or part thereof at a new or expanded location, if such relocation has resulted in the loss of employment for any employee of the establishment at the original location.
- W. A trainee shall receive no payments for training activities in which the trainee fails to participate without good cause.
- X. The contractor's share of cost is to reimburse the employer for the employer's extra costs of training a new worker, including lower productivity, which training will be more than that normally provided by the employer to employees hired without the assistance of OJT. The employer assures that the reimbursement rate is appropriate in light of the training to be provided to the employee.
- Y. The employer verifies that the employee would not have been hired without the assistance of OJT due to lack of some qualifications for the job.
- Z. The employer verifies that there is a reasonable expectation of continued employment of the employee in the occupation trained for upon successful completion of this Agreement.

Funded through the Workforce Investment Act

ADDENDUM A

UNION CONCURRENCE STATEMENT

I, _____, representing _____, concur with the On-
(Union Representative) (Name of Union)

the-Job Training contract between _____ and Fox Valley Workforce Dev Board
(Employer)

for _____.
(Participant Name)

Union Representative Signature

Date

Instructions for Completing the On-the-Job Training Contract

All contracts written for on-the-job training must utilize the five-page On-the-Job Training (OJT) Contract Form (Attachment 4)

Instructions for Completing the OJT Form.

- Prior to filling in information on the form, the case manager should inform the employer about WIA, its purpose, etc.
- The case manager should review the information on pages three and four of the contract with the employer. If the employer agrees with the assurances and requirements, the case manager can then complete the form in the following manner.
- Insert the employee's name (first name, middle initial, last name). Assign a contract number using the following format:

Contractor's	Consecutive	
<u>Initials</u>	<u>Date</u>	<u>Number</u> <u>Title</u>

_____ - 07-29-04 - 01, 02, etc. - AP, DW, SR5, etc.

- Fill in the active period of the contract after determining the length of the agreement following the instructions shown below.
- Obtain the employee's signature after the agreement has been completed. **Do not obtain employee's signature on a blank form!**
- Insert the employee's social security number.

1. GENERAL INFORMATION- Fill in the complete name, address and telephone number of the employer.
2. REIMBURSEMENT FORMULA

SOC (Standard Occupational Classification) Code (or its replacement). Locate proper SOC code, and indicate in space provided.

SIC (Standard Industrial Classification) Code (or its replacement). Locate proper SIC code, and indicate in space provided.

Job Title. Indicate the job title that can be identified with a DOT (Dictionary of Occupational Titles) Code or its replacement. Oftentimes an employer will indicate a job title that is incorrect, i.e., machinist instead of machine operator.

DOT Code. Select the correct DOT Code for the position. This information can be found in the Dictionary of Occupational Titles published by the U.S. Department of Labor. It is significant that the correct DOT Code is determined, because the "sum of the digits" method is to be used in determining the maximum length of the OJT contract, and the SVP (Specific Vocational Preparation) Time is determined by the DOT Code. The SVP Time is also considered when determining the length of the training agreement.

A - Employee Hourly Wage. Indicate the wage agreed upon for the position. The Department of Workforce Development, Division of Employment and Training have set performance standards for the FVWDB, Inc. that includes WIA Adult & Dislocated Worker Average Earnings Received in unsubsidized employment for WIA Adult & Dislocated Workers. These wages are the basis of the minimum hourly rate at which a contract can be written. Contracts for WIA participants cannot be written for less than the FVWDB, Inc.'s performance standard (Varies by Program Year). The job for which the contract is written must provide some benefits other than those required by law; and the job must be classified as other than temporary or seasonal, or provide the trainee with transferable skills (transferable skills must be documented). The case manager should use the incentive of the contract to negotiate the highest hourly wage possible for the participant, without infringing on the pay scale of other similarly employed persons, keeping in mind assurance 12 (R) on page five of the contract form. By completion of the OJT, the job shall result in a wage higher than the FVWDB WIA Adult Earnings Gain and/or the Earnings Replacement Rate for WIA Dislocated Workers.

The following costs are not allowable in the calculation of a participant's training costs: 1) Overtime; 2) Fringe Benefits.

ON THE JOB TRAINING MONTHLY TIME RECORD AND PROGRESS REPORT

Contract No.:	Month Invoiced Final Invoice <input type="checkbox"/> Yes <input type="checkbox"/> No
Employer Name:	Trainee Name:
Address:	
City:	Date of Hire:
State/Zip:	Contract End Date:

I. Time Report: Day of Month and Number of Hours Worked. Report partial hours worked as decimals, (i.e., 7.75 hours) or fractions, (i.e., 7 3/4 hours). DO NOT USE CLOCK TIME, (i.e., 7:45).

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

Note: Paid Holidays are considered a fringe benefit and are not reimbursable. Total Hours Worked: _____

II. Reimbursement Formula

Employee Hourly Wage	Reimbursable Hours	Fixed Rate From Contract (Col. D)	Total Earned This Month	Reimbursement Requested This Invoice
x	x	=		

Total Earned to Date \$

III. Progress Report

	Excellent	Good	Poor	
1. Attendance				
2. Training Progress				
3. Trainee's Attitude				
4. Quality of Work				
5. Quantity of Work				
6. Difficulties: _____ Following Instructions _____ Handling Tools or Machines _____ Other				Comments:

IV. Certification I certify that the information reported here is correct and does not exceed contractual limitations.

Authorized Employer Signature:	Date:
Name & Title:	
Employee Signature:	Employee must sign in order to honor this invoice.
Case Manager Signature:	
Please complete, retain a photocopy of, and return original form to: FVWDB, Inc. Programs Director, 1401 McMahon Drive, Neenah, WI 54956	

OJT MONITORING GUIDE

EMPLOYER:	EMPLOYEE:
SUPERVISOR:	OJT CONTRACT #
CASE MANAGER:	DATE:
OTHER (PAYROLL, ETC.)	

PARTICIPANT'S INTERVIEW SHEET**1. OJT CONTRACT:**

- a) Do you have a copy of your OJT training contract? ___ YES ___ NO
- b) Does it match the job you are doing? ___ YES ___ NO
- c) Are you receiving the type of training specified in the contract? ___ YES ___ NO

2. SUPERVISION:

- a) Who is training you, (i.e. your supervisor, co-worker, specialized trainer)? _____
- b) Who assigns your work? _____
- c) How much time does your supervisor/trainer spend with you during the day? _____
- d) Does your supervisor/trainer explain your assignments and give you help if needed? ___ YES ___ NO
- e) Does your supervisor/trainer review your job performance with you? ___ YES ___ NO

3. TIME & ATTENDANCE

- a) How many hours per week are you working? _____
- b) What is your hourly rate of pay? _____
- c) Do you sign in daily or punch a time clock? ___ YES ___ NO
- d) Are you paid by payroll check? ___ YES ___ NO

4. GENERAL:

- a) Do you have any problems with your job? ___ YES ___ NO
- b) Are you getting along with your co-workers and supervisor/trainer? ___ YES ___ NO
- c) Do you feel that the availability of the OJT assisted you in obtaining this job? ___ YES ___ NO
- d) Do you believe you will be hired by the company when the OJT is over? ___ YES ___ NO
- e) Is there anything you particularly like or dislike about your job?

PARTICIPANT SIGNATURE	DATE
CASE MANAGER'S SIGNATURE	DATE

SUPERVISOR'S INTERVIEW SHEET**1. SUPERVISION & TRAINING:**

- a. Do you have a copy of the OJT contract, job description, and training plan? ___ YES ___ NO
- b. Do you review the trainee's work progress with them? ___ YES ___ NO
- c. Do the trainee's work assignments agree with the OJT contract? ___ YES ___ NO
- d. Is the training plan being followed? ___ YES ___ NO

2. TIME RECORDS:

- a. Is the trainee required to sign in and out daily? ___ YES ___ NO
(Person monitoring should review current time card/sheets.)
- b. If not, is there a system to record time and attendance accurately? ___ YES ___ NO
- c. What is the trainee's hourly rate of pay? \$ _____ ___ YES ___ NO
- d. Does this match the OJT contract? ___ YES ___ NO
i. If no, explain _____

3. GENERAL:

- a. Is the trainee performing his/her work assignments satisfactorily? ___ YES ___ NO
- b. Do you have any concerns about the trainee? ___ YES ___ NO
(if yes, explain) _____
- c. In general, are you satisfied with the OJT contract? ___ YES ___ NO

4. PERCEPTION OF PLANT/FACILITY

- a. In your opinion, is the work site/training site unsanitary, hazardous, or dangerous to the trainee's health or safety? ___ YES ___ NO

SUPERVISOR SIGNATURE_____
DATE_____
FVWDB BUSINESS SERVICES REPRESENTATIVE SIGNATURE_____
DATE

ON-THE-JOB TRAINING CONTRACT MODIFICATION

CONTRACT #	EMPLOYER NAME:
-------------------	-----------------------

EMPLOYEE NAME:	ASSET PIN#:
-----------------------	--------------------

EFFECTIVE DATE OF MODIFICATION:
--

ACTIVE OJT PERIOD:	TO
---------------------------	-----------

MODIFICATION

1. The contract ending date is changed to

2. The employee hourly wage is changed to

<i>NOTE: A contract can be modified for wage increase only if additional training is required and can be justified and documented.</i>
--

3. The total # of training hours is changed to
--

4. The contract total is changed to

5. Other modifications:

6. Reason for modification:

FOX VALLEY WDB**EMPLOYER**

Name:	Name
-------	------

Chief Executive Officer	
-------------------------	--

Title:	Title:
--------	--------

Signature:	Signature:
------------	------------

Date:	Date:
-------	-------

FVWDB Business Services Rep:	Phone:	Date:
------------------------------	--------	-------

Case Manager:	Phone:	Date:
---------------	--------	-------

OJT Opportunity



**WORKFORCE DEVELOPMENT
BOARD, INC.**

An Investment in Today's Workforce for Tomorrow's Future

This Certifies That

is eligible for job training reimbursements

Your business may be eligible to receive up to 50% of this candidate's wages for the agreed upon training period. Job assessment evaluation and reference information is readily available through our agency to negotiate the training contract. If you are interested in hiring this candidate please contact us **BEFORE** you hire the person for this job.

FVWDB Business Services Manager (Printed name)

(920) 720-5600



**WORKFORCE DEVELOPMENT
SYSTEM**

CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY THAT

Participant Name

COMPLETED ON-THE-JOB TRAINING

WITH

ABC COMPANY

Case Manager Signature

Date

FVWDB Business Services Manager

Date

1. Tutoring, study skills training, and instruction leading to secondary school completion, including dropout prevention strategies
2. Alternative secondary school offerings
3. Summer employment opportunities directly linked to academic and occupational learning (it is expected that the proposer will provide a six – eight week summer program component which offers youth the opportunity to have exposure to the world of work, including non-traditional opportunities and academic enrichment activities)
4. Paid and un-paid work experiences, including internships and job shadowing
5. Occupational Skill training
6. Leadership development opportunities
7. Supportive Services
8. Adult mentoring both during and after program participation for a minimum total duration of 12 months
9. Follow-up services
10. Comprehensive guidance and counseling, including drug and alcohol abuse counseling as well as referrals to counseling, as appropriate the needs of the individual

List of Youth Providers**ATTACHMENT V**

<u>ADVOCAP Fresh Start</u> (Out of School Youth – Fond du Lac county) 19 West First St. Fond du Lac, WI 54936 Office: 920-922-7760 Fax: 920-922-7214 Contact: Lu Scheer – Affordable Housing Director luanns@advocap.org	<u>CESA #5</u> (Out of School Youth/In School Youth – Waupaca, Waushara & Green Lake counties) 1100 Centerpoint Dr. Suite 203 Stevens Point, WI 54481 Office: 715-345-6505 Fax: 715-345-5221 Wayne Moll – Director of Business Services mollw@cesa5.k12.wi.us P.O. Box 564 Portage, WI 53901 Office: 608-742-8814 ext. 228 Fax: 608-742-2384
<u>ADVOCAP</u> (Out of School Youth/In School Youth) – Winnebago, Calumet, Fond du Lac Tracy Berger – Supervisor tracyb@advocap.org 2929 Harrison St. Oshkosh, WI 54901 Office: 920-426-0150 Fax: 920-426-3071	

Youth Council Members

ATTACHMENT W

Contact Person: Kimberly Lemieux 920-720-5600 **WDA#** 4

WIA-Required Youth Council Category § 661.335	Member Name, Title, Organization, Address, Phone Number and E-mail Address
Members of the Local Board, such as educators, which may include special education personnel, employers, and representatives of human service agencies, who have a special interest or expertise in youth policy	<p>Dr. Robert Geigle Director, Pupil Services Oshkosh Area School District 215 W. Eagle Street, Oshkosh, WI 54902 Phone (920) 424-0113 Robert.geigle@oshkosh.k12.wi.us</p> <p>Jeni Erb Career & Technical Education Coordinator School District of Waupaca E2325 King Road, Waupaca, WI 54981 Phone (715) 258-4131 jerb@wsd.waupaca.k12.wi.us</p> <p>Tania Kilpatrick Career and Technical Ed. Coordinator CESA # 6 2300 State Road 44, P. O. Box 2568, Oshkosh, WI 54903 (920) 236-0531 tkilpatrick@cesa6.org</p>
Members who represent service agencies, such as juvenile justice and local law enforcement agencies	<p>Joan Koch Probation and Parole Officer State of Wisconsin Juvenile Probation and Parole 2107 W. Spencer Street, Appleton, WI 54914 Phone (920) 997-3871 Joan.koch@wisconsin.gov</p>
Members who represent local public housing authorities	<p>Lisa Schneider Executive Director Housing Partnership of the Fox Cities 605 E. Hancock St., Appleton, WI 54911 Phone (920) 731-6644 Ext. 101 lisa@housing-partnership.org</p>
Parents of eligible youth seeking assistance under subtitle B of title I of WIA	Currently seeking out parents to fit this category
Individuals, including former participants, and members who represent organizations, that have experience relating to youth activities	<p>Currently seeking out participants to fit this category</p> <p>Lori Fields Radford Center Director Boy's and Girl's Club – Oshkosh P.O. Box 411 501 E. Parkway Oshkosh, WI 54901 Phone: (920)233-1414 lorif@northnet.net</p>
Members who represent the Job Corps, if a Job Corps Center is located in the local area represented by the council	N/A
Youth Councils may include other individuals, who the Chair of the Local Board, in cooperation with the chief elected official, determines to be appropriate	<p>Tammy Pitts - CHAIR Human Resource Director Agnesian Health Care P. O. Box 385, Fond du Lac, 54936-0385 Phone (920) 926-5701 pittst@agnesian.com</p> <p>Patty Milka Director, Competitive Workforce, Fox Cities Chamber 125 N. Superior Street, Appleton, WI 54912-1855 Phone (920) 734-7101 pmilka@foxcitieschamber.com</p>

****Please note:** The FVWDB Youth Council connects back to the New North Educational Attainment subcommittees, and the Northeast Wisconsin Manufacturing Alliance

Performance Measures: Performance Improvement Plan ATTACHMENT X

Not Applicable

Not Applicable

Public Notice

The Fox Valley Workforce Development Board, Inc. will have the Program Year 2013 Workforce Investment Act (WIA) Local Plan available for review to anyone interested. The Local plan is designed to provide Dislocated Worker, Adult, and Youth services through Title 1 of the Workforce Investment Act (WIA). Services will be provided to WIA eligible individuals in the following six counties Calumet, Green Lake, Fond du Lac, Winnebago, Waupaca, and Waushara. The time period for the provision of services is July 1, 2013 – June 30, 2014.

The WIA Local Plan will be available on the Fox Valley Workforce Development Board, Inc. website at: <http://www.foxvalleywork.org>

Assurances

The Workforce Development Board along with the Chief Local Elected Official and providers receiving funds under Title I of the Workforce Investment Act (WIA) are responsible for complying with all fiscal controls and assure that funds are spent in accordance with WIA; WIA regulations; U.S. Department of Labor issuances; Department of Workforce Development policies and guidance including all provisions in the WIA Policy Manual [Note in particular, Chapter 7, sections C, *D, and E.]; and all other applicable federal and state laws, regulations and policies.

***D. Adequate and Documented Systems**

The grantee assures that it has adequate and documented systems for administrative, personnel, financial and program management. The systems must include policies, procedures and controls necessary to ensure the effective and efficient use of funds for delivery of program services, including the following:


1. We are responsible for maintaining complete, accurate, and timely financial statements and have submitted to DWD the most recent audited financial statements.
2. We have disclosed to the auditor and DWD the following:
 - a. the methods and significant assumptions used in preparing the financial statements including changes to these methods of accounting and reporting and/or assumptions from the previous year.
 - b. all amounts questions and all known noncompliance with the direct and material compliance requirements of state and federal grants and/or contracts.
 - c. the current status of any unresolved disallowances and potential disallowances
 - d. any communications from grantors and pass-through entities concerning possible noncompliance with the direct and material compliance requirements.
 - e. all transactions with any entity in which a WDB member or executive has greater than a 5 percent equity interest.
 - f. all WDB staff and staff direct family members receiving assistance under WDB directed programs funded by state and/or federal grants or contracts.
3. We are responsible for complying with the tax laws of the United States and the State of Wisconsin. We will submit a copy of the agency tax return to DWD at the same time it is submitted to the IRS.
4. As part of our oversight of our WIA designated OSO, we have received, reviewed, and submitted to DWD a copy of the OSO's most recent federal tax return where the OSO is not a consortium of public agencies.
5. We are responsible for understanding and complying with the requirements of laws, regulations, and the provisions of contracts and grant agreements related to all grants and contracts issued by DWD. We have assigned costs to federal grants consistent with the requirements of OMB Circular A-87 and A-122.
6. Federal grants do not include any costs which are unnecessary, do not directly benefit the programs, or are unallowable under the applicable Federal cost principles (e.g., public relations, bad debts, entertainment costs, fines and penalties, general government expenses, interest).

7. We will prepare and submit to DWD a full copy of the A-133 audit including the related Schedule of Federal Financial Assistance.
8. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for all state and federal programs that provides reasonable assurance we are managing state and federal awards in compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a material effect on each of DWD's programs.
9. We are responsible for the design and implementation of programs and controls to prevent and detect fraud.
10. We have informed subrecipients of the appropriate state and federal award and compliance requirements.
11. We have monitored all subrecipients to determine that the subrecipient has expended financial assistance in accordance with applicable laws and regulations.
12. We have disclosed to DWD any and/or all political contributions.
13. We have no knowledge of any fraud or suspected fraud involving:
 - a. Management;
 - b. Employees who have a significant role in internal control;
 - c. Others where the fraud could have a material effect on the audit financial statements or the Schedule of Expenditures of Federal Awards.

We affirm compliance with all of the above, to the best of our knowledge.


Allen Buechel, Fond du Lac County
Chief Local Elected Official

Linda Mingus, Aurora Healthcare
WDB Chair


Paul Stelter
WDB Director

**CONSORTIUM AGREEMENT
FOR THE LOCAL ELECTED OFFICIALS
OF THE FOX VALLEY
WORKFORCE DEVELOPMENT AREA**

This Agreement is made and entered into this **19th** day of June **2012**, by and between the Counties of Calumet, Fond du Lac, Green Lake, Waupaca, Waushara and Winnebago in the State of Wisconsin (hereinafter "the Counties).

WITNESSETH:

WHEREAS, Sec. 66.0301(2) of the Wisconsin Statutes provides that "...any municipality may contract with other municipalities, for . . . the joint exercise of any power or duty required or authorized by law."

WHEREAS, Sec. 66.0301(2) of the Wisconsin Statutes titled "Intergovernmental Cooperation" authorizes counties to make the most efficient use of their power by cooperating with each other on the basis of mutual advantage and thereby provide job training and related services in the manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, the Counties have a mutual interest in forming a single purpose Workforce Development Area (WDA), as defined in Public Law 105-220, of the Federal Workforce Investment Act of 1998 (hereafter referred to as WIA) to increase occupational skills, employment, job retention and earnings, and as a result, improve the quality, reduce welfare dependency and enhance the productivity and competitiveness of the workforce within the boundaries of the units of counties that are parties to this Agreement;

WHEREAS, the chief elected officials of the Counties participating in this Agreement have been previously authorized by their respective County Boards of Supervisors to create the Fox Valley Workforce Development Area under Sec. 66.0301(2), Wisconsin Statutes, and to participate as active partners, pursuant to Sec. 117(c)(1)(B), in the provisions of said P.L. 105-220;

WHEREAS, the County Board of Supervisors of each of the aforementioned counties has adopted a resolution authorizing the County Board Chairperson or County Executive to sign this "Agreement of the Fox Valley Wisconsin Counties Consortium under the Workforce Investment Act (P.L. 105-220)" (hereinafter, the "Agreement");

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the Counties do hereby agree to the following Agreement:

AGREEMENT

That the Counties of Calumet, Fond du Lac, Green Lake, Waupaca, Waushara and Winnebago, under Sec. 66.0301(2) Wisconsin Statutes, do hereby constitute themselves to be a consortium for the purposes of Section 117 (c)(1)(B) of Public Law 105-220, the Workforce Investment Act.

The local elected officials (the chairpersons of the County Board of Supervisors or County Executives) or the designees of said officials of the Counties in the above paragraph shall constitute the Workforce Development Area Consortium of Commissioners (hereinafter, the "Consortium") which shall appoint the Workforce Development Board under Section 117(c)(1)(A) of the Act.

I. PURPOSE: The Purpose of this Agreement shall be to:

- A. Enable the Counties to organize a Workforce Development Area (WDA) as described in Sec. 116 of Public Law 105-220, the Workforce Investment Act of 1998, which:
 - 1. is comprised of two or more units of local government
 - 2. will promote and coordinate effective delivery of job training services within the aforesaid Counties; and
 - 3. is consistent with labor market areas or areas in which related services

are provided under other State and Federal Programs.

- B. Enable chief elected officials from the Counties entering into this Agreement to appoint members to a local Workforce Development Board (WDB) under Section 117(c)(I)(B)(i)(I) of the Workforce Investment Act; and
1. determine procedures for the development of a Local Plan, pursuant to Section 117(d) of the WIA, and interface with the WDA by such methods or institutions as may be provided in such agreement;
 2. select a grant recipient, if other than the chief Local Elected Official as stated in Sec. 117(d)(3)(B)(i) of the WIA, and/or an entity to administer the Local Plan; and
 3. other functions and tasks as appropriate.

II. ADMINISTRATION & GOVERNANCE

The Counties participating in this Agreement select the County Executives, or their designees, Winnebago and Fond du Lac Counties and the County Board Chairpersons, or their designees, of Waupaca, Calumet, Waushara and Green Lake Counties to be their authorized representatives, also referred to as Local Elected Officials (LEOs), to serve as a LEO Consortium to approve the Local Plan (or modifications); jointly submit such a plan (or modifications) along with the local WDB to the Governor for approval; and carry out other responsibilities for the Counties in accordance with their agreement with the local WDB.

A. Meetings. The LEO Consortium shall establish the time, place and date of its meetings.

1. Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given, if delivered electronically, faxed, or mailed to the Counties at the following addresses, subject to the Wisconsin Open Meeting Law:

County Executive
Fond du Lac County Courthouse
City/County Government Center
160 S. Macy Street
Fond du Lac, WI 54935

Board Chairperson
Green Lake County Courthouse
571 County Road A
PO Box 3188
Green Lake, WI 54941-3188

County Executive
Winnebago County Courthouse
P.O. Box 2808
Oshkosh, WI 54903-2808

Board Chairperson
Waupaca County Courthouse
811 Harding Street
Waupaca, WI 54981-0354

Board Chairperson
Waushara County Courthouse
Box 898
Wautoma, WI 54982

Board Chairperson
Calumet County Courthouse
206 Court Street
Chilton, WI 53014-1198

B. Officers: Chairperson, Vice-Chairperson, Secretary

Each County Executive or Chairperson, or their designees, will serve as officers of the Consortium. Rotation of officers will be based upon alphabetical order of the names of the Counties for two year terms. The first Chairperson shall be from Calumet County, the Vice-chairperson from Fond du Lac County and the Secretary from Green Lake County. The order of succession from thereon shall be that the Vice-Chairperson shall be elevated to Chairperson, the Secretary shall be elevated to the Vice-Chairperson, and the Secretary shall be appointed from the county which is next in the alphabetical order. After serving as Vice-Chairperson, if a County is unable or unwilling to serve as the Chairperson of the LEOs, that County may request that the Consortium appoint the current Secretary as Chairperson. The Vice-Chairperson and/or Secretary shall then be appointed from the Counties which are next in the alphabetical order. The Chairperson shall appoint a staff person of one of the consortium member counties or the administrative entity to serve as board clerk. Vacancies shall be filled by election for the remainder of the unexpired term.

Officers of the LEO Consortium and their responsibilities are as follows:

1. The Chairperson of the Consortium will preside over all meetings and shall be the Chief Local Elected Official (CLEO) for purposes of the Workforce Investment Act. This person shall have signatory authority and authority to speak for the consortium in all matters regarding the WIA. The term of this designation shall be identified.
2. The Vice-Chairperson will preside over meetings in the absence of the Chairperson.
3. The Secretary will give proper notice of all meetings of the Consortium, keep minutes of the Consortium meetings and circulate those minutes as directed by the Consortium. In the absence of the Chairperson and Vice-Chairperson, the Secretary shall perform the duties of the Chairperson.
4. The Chairperson shall appoint a staff person of one of the consortium member counties of the administrative entity to serve as clerk. In the absence of FVWDB staff, the clerk performs the duties of the secretary.
5. Roberts Rules of Order, Newly Revised, shall govern the procedures of the Consortium insofar as they do not conflict with applicable law or administrative rules or by-laws duly adopted by the Consortium.

III. TERM

This Agreement shall be reviewed annually and renewed unless the Counties choose to terminate pursuant to Section VII herein, or termination of Public Law 105- 220, the Workforce Investment Act of 1998.

IV. POWERS

The Counties participating in this Agreement shall have the power to:

- A. Appoint members to the Workforce Development Board (WDB) as prescribed under Section 117(c)(I)(B)(i)(I) of the Workforce Investment Act and as set forth in Attachment A to this Agreement, which is incorporated herein by reference.
- B. Select an individual or individuals as their Authorized Representative (LEO) to approve the Local Plan (or modifications) and jointly submit such plans (or modifications) to the Governor for approval as set forth in Section II of this Agreement.)
- C. Perform other powers assigned to chief elected officials authorized Sec. 66.0301(2) of the Wisconsin Statutes, or Public Law 105-220, the Workforce Investment Act of 1998, as each now exists or is hereafter amended.
- D. The Consortium shall execute an agreement with the Workforce Development Board for the operation and functions of the Board under Section 117 of the WIA, and shall approve all Local Plans under Section 118 of the WIA.

V. FISCAL MANAGEMENT

The Counties consenting to this Agreement, along with the local WDB, will select the WIA Grant Recipient and Administrative Entity. The WIA Grant Recipient is responsible for the job training and related services. The Administrative Entity shall keep itemized and detailed records covering all expenditures under the budget incorporated in the jointly approved and submitted Local

Plan from the Authorized Representative and the WDB. The local WDA Administrative Entity shall conform to all the fiscal requirements of all applicable laws.

VI. CONTRACTS AND CONTRACTUAL SERVICES

The WDA Grant Recipient and Administrative Entity may exclusively enter into contracts, concerning job training and related services authorized under WIA, with the State or Federal governments, and may subcontract with any municipal, profit or non-profit corporation, or individual to provide job training and related programs and services for residents identified in the Local Plan.

VII. TERMINATION

- A. Any County entering into this Agreement may withdraw from the Workforce Development Area pursuant to the relevant provisions in State and Federal laws.
- B. The Counties forming the Fox Valley Workforce Development Area may terminate this Agreement in the event expected or actual funding from the State, Federal governments, or other source is withdrawn or substantially reduced in such a fashion as to make the continued operation of the WDA unfeasible. In such case, termination of this Agreement shall be effective upon written notice of termination with receipt acknowledged by all Counties and the Governor.
- C. The Governor will re-designate a local Workforce Development Area under Section 116 of WIA and thereby terminate this Agreement if the WDB and local elected officials fail to reach agreement on the development of the Local Plan, the choice of the Administrative Entity or Grant Recipient.
- D. The Consortium may be dissolved and this agreement may be rescinded only with the consent of all the Boards of Supervisors of the counties party hereto and the Governor.
- E. Any county that withdraws from the Consortium shall remain liable for its proportionate share of liabilities related to the period prior to its withdrawal, as determined by the LEO Consortium.

VIII. ACQUISITION AND DISPOSAL OF PROPERTY

The Administrative Entity shall acquire, hold, and dispose of real and personal property in the same manner as counties within the State of Wisconsin, as provided for in Sections 59.06, 66.28 and 75.35 of the Wisconsin Statutes, as well as consistent with WIA regulations and guidelines.

IX. APPLICABLE LAW

The Counties agree that this Agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin.

X. AMENDMENT

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

XI. IMPACT OF LEGISLATIVE CHANGES

Any terms and conditions which may be 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 change in legislation. It is further understood by the Counties that certain terminology in this Agreement may change as Federal and State laws governing this Agreement dictate.

XII. LIABILITY

To the extent permitted by law, liability which arises pursuant to this Agreement shall be apportioned as follows:

- A. Workforce programs in the Fox Valley Workforce Development Area shall be administered prudently to minimize liability;
- B. 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;
- C. The FVWDB shall maintain adequate errors and omission insurance as described in the Joint Agreement, to cover LEOs and the FVWDB members;
- D. To the extent permitted by law, FVWDB corporate funds and assets shall be used first to pay any remaining liability the Consortium is responsible for creating.
- E. The Consortium is liable for any misuse of the grant funds allocated to the local area under sections 128 and 133 of the Workforce Investment Act.
- F. In the case of any misuse of grant funds allocated to the local area, the Consortium agrees to assume liability as follows (Section 20c.f.r.667.705(c)) Liability will be determined by the LEO Consortium based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds.

- G. Finally, after every possible method to reduce liability is exhausted, any remaining liability, as determined by the LEO Consortium shall be apportioned between the six counties in proportion to their respective percentage of the workforce allocation in the year the disallowed cost or other liability occurred. For example, if \$10,000 in liability remained and a given county received an allocation of 10% of the workforce funding in the year the \$10,000 was expended, that county would be liable for \$1000.

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.

INWITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the Chairperson of the County Board of Supervisors or the County Executive of the aforementioned Counties.

CALUMET COUNTY



William Barribeau
Board Chairperson

FOND DU LAC COUNTY



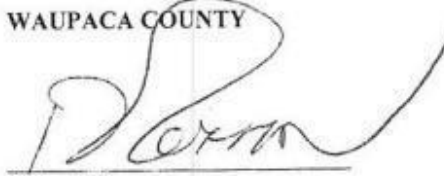
Allen Buechel
County Executive

GREEN LAKE COUNTY



John Meyers
Board Chairperson

WAUPACA COUNTY



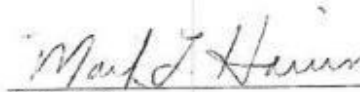
Richard Koeppen
Board Chairperson

WAUSHARA COUNTY



Donna Kalata
Board Chairperson

WINNEBAGO COUNTY



Mark Harris
County Executive

ATTACHMENT A

(Described in Section IV. A. of the Consortium Agreement)

SELECTION OF THE WORKFORCE DEVELOPMENT BOARD

Appointment of the Workforce Development Board (WDB) shall be carried out as described in Section 117 of the Workforce Investment Act of 1998.

A. Members of the WDB shall consist of representatives of:

1. Private Sector Businesses with Employment Opportunities (51% of membership). Of the 17 minimum members in this category, at least 2 members shall be affiliated with manufacturing companies, 1 member shall be affiliated with the Trade, Transportation or Utilities industry, and 1 member shall be affiliated with the Education or Health industry.
 - (a) Nominations must be made by local business organizations and business trade organizations.
 - (b) Nominees must be business owners, chief executives, or operating officers or employers with optimum policy-making or hiring authority.
2. Two or more representatives from each of the following categories:
 - (a) Educational agencies (Nominations must be sought from regional or local educational agencies with an effort to seek candidates who have an interest and background in youth issues for possible appointment to the Youth Council.)
 - (b) Labor organizations (Nominees must be sought from local labor federations.)
 - (c) Community-based organizations
 - (d) Economic development agencies
3. One representative each from the following mandatory One-Stop Service Delivery Partners:
 - (a) WIA activities for Adults; Youth & Dislocated Workers; Welfare-to-Work
 - (b) TANF (W-2); Food Stamp Employment & Training
 - (c) Adult Education and Family Literacy; Post-secondary Vocational Education
 - (d) Community Service Employment for Older Americans; Community Services Block Grants
 - (e) Housing & Urban Development Employment and Training

The State Dept. of Workforce Development provides names of representatives for the following programs:

- (f) Job Service; Veterans E & T Services & Outreach Programs
 - (g) Vocational Rehabilitation
 - (h) Unemployment Insurance
4. One representative from each of the following national programs, if present in the area:
 - (a) Native American Programs
 - (b) Migrant and Seasonal Farm worker Programs
 - (c) Job Corps
 - (d) Youth Opportunity Grants
 - (e) Veterans Workforce Investment Program

- B. Thirty (30) of the thirty-three (33) members will be selected by the Counties based on the requirements of the law and other locally defined considerations (DWD appoints remaining three).

Public/Mandated Members		
Category	Nomination Required from	Number of Representatives
Educational Agencies	Regional or local educational agencies	2
Labor Organizations	Local labor federations	2
Community Based Org	LEOs	2
Economic Development	LEOs	2
WIA Activities	Appointed by CLEO	1
TANF; Food Stamp Empl. & Training	LEOs or Tribal TANF Agencies	1
Adult Basic Ed. & Fam. Literacy; Post-secondary Voc. Ed.	LEOs	1
Com. Serv. Block Grants	LEOs	1
Job Serv.; Vet. E&T Serv. & Outreach	N/A; DWD Appoints	1
Vocational Rehabilitation	N/A; DWD Appoints	1
Unemployment Insurance	N/A; DWD Appoints	1
Migrant and Seasonal Farm Workers	LEOs	1
TOTAL		16

- C. WDB members will be chosen by majority vote of those Local Elected Officials present.
- D. The WDB will select its chairperson from the Private Sector Business Members.
- E. WDB members shall be appointed for fixed and staggered terms.
- F. Vacancies will be filled according to the original selection process.
- G. The WDB must be comprised of at least 20% female members.
- H. One minority representative must be appointed to the WDB if there is at least 3% minority population in the WDA.

JOINT AGREEMENT

WORKFORCE DEVELOPMENT BOARD/LOCAL ELECTED OFFICIALS

FOX VALLEY WORKFORCE DEVELOPMENT AREA

THIS AGREEMENT, made and entered into by and between the Fox Valley Workforce Development Board of Directors (FVWDB), a body created in accordance with and pursuant to a Local Elected Officials Consortium Agreement, by and between the Wisconsin counties of Calumet, Fond du Lac, Green Lake, Waupaca, Waushara and Winnebago (hereinafter referred to as the "LEO") and Fox Valley Workforce Development Board (hereinafter referred to as the "FVWDB") within the Fox Valley Workforce Development Area (FVWDA).

WITNESSETH:

WHEREAS, the Chief Local Elected Official (CLEO) is the legal representative of the Consortium formed under Section 116(a)(4)(A) of Public Law 105-220 (hereinafter referred to as "the Act"); and

WHEREAS, the Chief Local Elected Official (CLEO) is the appointing authority for the FVWDB under Section 117(c)(1) of Act; and

WHEREAS, it is the responsibility of the FVWDB to provide policy guidance for, and exercise oversight with respect to activities under the Act in this FVWDA in partnership with the LEO; and

WHEREAS, the LEO and the FVWDB are required to enter into operational agreements under Section 117(d) of said Act;

NOW THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the LEO and the FVWDB do agree as follows:

I. Development of the Workforce Investment Act Plan:

A. The FVWDB, in coordination with the FVWDB administrator, shall develop a proposed Workforce Investment Act Plan (hereinafter referred to as "the Plan") and budget. The proposed Plan and budget shall be submitted to the LEO for review and approval no later than fifteen (15) days prior to the date the plan must be submitted to the Governor.

B. Staff Role: The Plan shall be developed with staff assistance from the Administrative Entity pursuant to a contract with the FVWDB and the LEO.

C. Public Comment: The LEO and the FVWDB shall make the plan available for public comment and present the plan in open public hearing prior to final approval by the LEO and FVWDB and 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 Section 106.11, Wisconsin Statutes.

D. Approval of the Plan and Submission to the Governor: The FVWDB and the LEO shall concur on the Plan prior to its submission to the Governor. Approval shall be as provided for in Section VI(M) of this agreement. Upon approval by both bodies, the Plan shall be submitted jointly to the Governor.

E. Modification of the Job Training Plan:

1. Modification of the Plan shall require joint approval of the FVWDB and the LEO in accordance with Section VI (M) of this agreement. Either body may request modification of the Plan. Such requests shall be forwarded from the requesting body to the chairperson of the other body in keeping with Section VII (A) of this agreement.

2. Any proposed modification of the Plan is to be submitted to the FVWDB and the LEO, respectively, no later than 15 days prior to the proposed effective date of the modification for review and approval. In the event of non-concurrence by the FVWDB and the LEO, the provisions of Section VI (J) of this agreement may be invoked.

F. FVWDB will negotiate and reach agreement on local performance measures with the Chief Elected Official (CLEO) and the Governor.

G. FVWDB will, in cooperation with the Chief Elected Official (CLEO), appoint a Youth council as a subgroup of the FVWDB and coordinate workforce and youth plans and activities.

H. FVWDB conducts oversight of One-Stop System, Youth activities, and employment and training activities in partnership with Chief Elected Official (CLEO).

I. FVWDB will select a One-Stop Operator with the agreement of the Chief Elected Official (CLEO).

II. Selection of the Grant Recipient and Administrative Entity: In accordance with Section 117(c)(3)(A) of the Act, the FVWDB and the LEO agree that:

A. Fox Valley Workforce Development Board, Inc. shall function as the Administrative Entity responsible for carrying out the goals and objectives set forth in the Plan, for the duration of this agreement.

B. Fox Valley Workforce Development Board, Inc. shall function as the Grant Recipient of funds under the Act.

III. Duties of the Administrative Entity as Grant Recipient/Administrative Entity:

A. The Administrative Entity shall administer and operate programs in accordance with the Plan.

B. The Administrative Entity shall be responsible for all receipts and disbursements relating to the Plan.

C. The Administrative Entity shall review all contracts for purposes of verifying that Workforce Investment Act Funds are expended in accordance with the Workforce Investment Act and the Plan. The Administrative Entity shall utilize reasonable audits, desk reviews, legal services and other inquiries to effectuate the goals of this paragraph.

D. The Administrative Entity shall provide the FVWDB and LEO an evaluation of every contract receiving funds under the Plan. Said evaluation shall include, but is not limited to, a review of the expenditures made under the contracts entered into pursuant to the Plan and an assessment of such contracts in meeting their proposed goals.

E. The Administrative Entity shall implement the Plan by entering into contracts with providers of services. Said contracts shall set forth the duties incumbent of the service provider, the goals of each project undertaken by the provider and financial terms of the contract. All contracts shall be approved by the FVWDB and LEO prior to their execution.

F. The Administrative Entity shall allocate the funds due the Fox Valley Workforce Development Area for provision of services under the Workforce Investment Act. The Administrative Entity shall, in making of

such allocations, conform to the terms and conditions of the Plan. Further, the Administrative Entity shall only allocate funds to those service provider contractors authorized by the FVWDB and LEO. The Administrator of the Administrative Entity shall sign all such approved contracts on behalf of the administrative entity/grant recipient. The Administrative Entity shall not recommend the awarding of any funds to any contractor in which the Administrative Entity has a financial interest, either direct or indirect, unless said interest is disclosed in writing to the FVWDB and LEO and both the FVWDB and LEO consent to such allocations.

- G. The Administrative Entity shall monitor the activities of all contractors and their subcontractors to assure that funds are expended legally, properly and efficiently. The Administrative Entity shall take all reasonable actions to prevent, halt and deter misuse of any funds allocated under the Plan.
- H. The Administrative Entity will provide assistance in formulating the terms of the Plan and any modifications or update to said Plan. Such duties include, but are not limited to, education of LEO and FVWDB of the substantive requirements of the Plan, advising LEO and FVWDB of options for the Plan, conducting research and marshaling information necessary to direct the Plan's goals toward identified needs within the Fox Valley Workforce Development Area, preparing drafts, final versions and copies of the Plan to the FVWDB and LEO, and making necessary contacts with the Department of Workforce Development Division of Employment and Training (DWD/DET) to secure approval of the Plan.
- I. The Administrative Entity shall maintain accounts, books, records and inventory controls sufficient to allow compliance and financial audits of its services under this or any other contract between the parties hereto.
- J. At the termination of all contracts funded under the Plan, the Administrative Entity to the extent reimbursed shall conduct close-out activities to determine whether the contractors' operations were in accordance with the terms and goals of the Workforce Investment Act.
- K. The Administrative Entity shall obtain prior to the execution of this Agreement and maintain in force, without lapse during the term of this Agreement, errors and omissions, bonding and general liability insurance policies. The LEO and the FVWDB shall be named as additional insureds in the general liability and errors and omissions policies. Minimum limits of liability on the errors and omissions policy shall be \$300,000 per occurrence, \$300,000 aggregate. Minimum limits on the general liability policy shall be \$500,000 combined personal injury and property damage per occurrence and \$500,000 aggregate.
- L. The Administrative Entity shall draft a grievance procedure in compliance with Section 144 of the Workforce Investment Act to be approved by the FVWDB and LEO prior to its implementation.

IV. Workforce Development Area Executive Administrator/Chief Executive Officer (CEO): For the purpose of selection and termination of an Executive Administrator/CEO for the Fox Valley Workforce Development Area, an Ad Hoc Employment Committee shall be appointed as follows:

- A. The LEO shall appoint 3 members to the Ad Hoc Employment Committee.
- B. The FVWDB shall appoint 3 members to the Ad Hoc Employment Committee.
- C. The LEO may utilize the Human Resources Department of a member County to assist the Ad Hoc Employment Committee in coordinating the hiring process.
- D. Ad Hoc Employment Committee shall, with the assistance of the designated Human Resources Department (if so utilized), solicit and/or advertise for applications, review the applications, interview applicants and give a recommendation to the LEO and the FVWDB. The Ad Hoc Employment Committee shall base its recommendation upon a majority of the members of the committee to make

recommendations to the LEO Consortium and the FVWDB to hire or terminate an Executive Administrator/CEO.

- E. The LEOs assigned to the Ad Hoc Employment Committee will meet no less than twice per year with the FVWDB Executive Committee for updates on Executive Administrator/CEO performance and WDB objectives to report back to the LEO Consortium. The LEO Consortium and the full WDB will meet together no less than twice per year to ensure ongoing dialogue.
- F. The Ad Hoc Employment Committee brings their recommendations to the LEO Consortium and the FVWDB, and each will then vote to ratify the recommendation of the Ad Hoc Employment Committee.

V. Oversight:

- A. The FVWDB is authorized to provide oversight, including review, monitoring and evaluation of the programs conducted under the Plan in accordance with procedures established by the council. To carry out its functions under the Act, the FVWDB:
 - 1. Shall prepare and approve a proposed budget for programs and administration. The FVWDB shall submit the proposed budget to the LEO for review at least 15 days prior to the commencement of the budget year. Adoption of the budget shall be in accordance with Section VI (M). Amendments to the budget, outside of the annual budget meeting, must be presented to the LEO for consideration and shall require approval by a two-thirds majority of the members present from the LEO.
 - 2. May hire staff, if the proposed staff position(s) is included in the adopted budget.
 - 3. May incorporate, with the approval of both the FVWDB and the LEO.
 - 4. May solicit and accept contributions and funds from other public and private sources.
- B. The exercise of powers and duties under Section V(A)(1-4) of this agreement shall be in keeping with agreements established under Section III above and is subject to review by the LEO. The LEO may request invocation of Section VI(J) of this agreement to resolve any disagreements over the exercise of said powers.
- C. The LEO reserves the right to oversee the general progress and conduct of the Plan. To that end, the FVWDB agrees to submit to such audits as the LEO may from time to time require. The LEO agrees that such audits shall only be instituted as necessary to carry out its responsibilities to insure the appropriate utilization of funds under the Act.
- D. The FVWDB agrees to provide quarterly reports to the LEO indicating progress toward the completion of goals and objectives of the Plan. Such reports shall be due within 30 days of the end of the preceding quarter. The FVWDB further agrees to, submit such reports as may be outlined in any subsequent agreements pursuant to Section III above.

VI. Operating Procedures:

- A. By-Laws: The FVWDB and the LEO may establish By-Laws and/or operating procedures, for their respective organizations, which are consistent with the provisions of this or any other bilateral agreement between the affected parties. In the event that any such By-Laws or procedures shall be found to be in conflict with the provisions of this or any other bilateral agreements, the provisions of said agreements shall prevail.

- B. FVWDB Membership Criteria: Members of the FVWDB are appointed to represent sectors of the service delivery area as outlined in Section 102 of the Act and the initial plan of appointment approved by the LEO. All members of the FVWDB shall be employed within the Fox Valley Workforce Development Area. Any change in employment or other status which affects the representative status of a FVWDB member shall be forwarded to the CLEO within 30 days of said change. Changes in status which render a FVWDB member no longer representative of the sector from which originally appointed shall result in the CLEO declaring said position vacant.
- C. Alternates: In the course of the FVWDB's operation, alternate FVWDB members shall not be appointed or designated.
- D. Size of the FVWDB: Under Section 102 of the Act, the FVWDB may determine its own size following its being certified and convened. The FVWDB agrees that it will not exercise its right to alter its size without the consent of the LEO.
- E. Cause for Removal: Any member(s) of the FVWDB may be removed there from by the LEO for cause, including the following:
1. Those causes specified in Section 17.16(2), Wisconsin Statutes.
 2. Failure of a FVWDB member to fulfill in timely and proper manner his or her obligations under this agreement, or if the FVWDB member shall violate any of the covenants or stipulations of this agreement. However, nothing herein shall be construed to permit removal of any FVWDB member for failure to concur in any proposed agreement with the LEO.
 3. For conviction of any federal or state felony.
 4. For absence from three FVWDB meetings in any one year period without just cause. The FVWDB Secretary shall inform the CLEO of the FVWDB attendance records after each FVWDB meeting.
 5. For changes in status that affect representation as outlined in Section VI(B) of this agreement.
- F. Filling of Vacancies: Vacancies in the FVWDB shall be filled by appointment by the LEO in accordance with the Act and the Consortium Agreement and By-Laws in effect at the time of the vacancy.
- G. Conflict of Interest:
1. Members of the FVWDB or LEO must maintain the public trust for use of the federal and state funds for the purpose of carrying out program requirements including the responsibility to maintain the reputation and integrity of the program.
 2. The FVWDB will establish written policies in its By-Laws, to adhere to conflict of interest policies established by the state.
 3. No member of the FVWDB, advisory council or board, or committee thereof nor the LEO 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 FVWDB advisory council or board may require members to leave the room during discussion and voting on issues with which they have a conflict of interest. This requirement in and of itself does not preclude FVWDB members or their businesses from participating in training contracts.

4. The FVWDB will have on file a disclosure form which is signed by each FVWDB member and staff, a representative for the Administrative Entity and each grantee. The disclosure statement must include but not be limited to the organizational and fiduciary affiliations of the individual or the individual's immediate family which may present a potential conflict of interest for that individual.
- H. Maintenance of Effort: To insure 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 DWD/DET.
- I. Grievance Procedures: Section 144 (a) of the Act requires such administrative entity, contractor and grantee under the Act to 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. A grievance panel, consisting of two disinterested members of the FVWDB selected by the FVWDB Chairperson, and the CLEO (or his designee) shall hear all SDA-level grievances filed within this SDA.
- J. Liaison Committee: A Liaison committee consisting of two members of the LEO appointed by the CLEO and two members of the WDB appointed by the Chairperson of the FVWDB shall be convened upon the joint call of the Chairpersons of the LEO and FVWDB to resolve conflicts of issues of mutual concern. Said Chairpersons shall jointly appoint one of the appointees as chairperson and issue the charge to the committee. The findings of the Committee shall be binding on the FVWDB and the LEO. The disagreement between the two bodies shall be resolved according to the Liaison Committee's recommendations. Upon issuance of its report, the committee shall be dissolved.
- K. Indemnification:
1. The FVWDB and LEO recognize the need to protect all members of the FVWDB and LEO against loss, liability or damages that may result from their joint and separate actions in performing responsibilities under the Act. The LEO and FVWDB agree that adequate insurance shall be provided.
 2. The Administrative Entity/Grant Recipient shall obtain errors and omissions insurance, bonding and general liability insurance. The LEO and FVWDB members shall be named as additional insureds on the general liability policy and errors and omission insurance.
 3. The FVWDB agrees during the term of this agreement to indemnify and save harmless the LEO, its successors and assigns, from and against any and every claim, demand, suit, payment, damage, loss, costs and expense that the LEO, its successors and assigns, may hereafter suffer, incur, be put to, pay or lay out by reason of the FVWDB 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 sole negligence of the LEO, its successors or assigns, or by any agency, board, officer, employee, agent assign or representative of a county contained in the Fox Valley Workforce Development Area.
- L. Efficiency: The FVWDB and the LEO 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:
1. All approvals under this agreement shall require 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 By-Laws of the respective body.

2. Votes on matters which require concurrence of the FVWDB and the LEO shall be by roll call and recorded in the minutes of the respective bodies.
3. At no time shall the FVWDB or the LEO vote as a single unit.
4. Absentee voting is not allowed by either the FVWDB or the LEO.

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

VII. 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, or “sent” time if electronic communication or fax is utilized, addressed to a party's address to notify the other party in writing within a reasonable time:

1. To the LEO addressed to the current secretary of the Local Elected Officials Board of Commissioners.
2. To the FVWDB addressed to the current administrator of the Fox Valley Workforce Development Board.

B. Open Meetings Required: The provisions of Subchapter V of Chapter 19, Wisconsin Statutes, regarding open meetings of governmental bodies shall apply to all meetings and proceedings of the FVWDB and the LEO, including those of its formally constituted subunits. The provisions of 19.96, Wisconsin Statutes, specifically shall apply. Telephone conferences and video conferences are permitted with all in attendance identified.

1. The FVWDB and the LEO 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 FVWDB and of the LEO, or
3. An official of the county represented by the CLEO shall be designated by the CLEO as the custodian of the public records of the LEO. In the event that any succeeding CLEO is from another county, the LEO records shall be transferred to that county in the custody of the official thereof designated by the then current CLEO.
4. The designated records custodian shall comply with the public records request in accordance with the requirements set forth in Wisconsin Statute 19.35. In case of doubt, authorization for release of any public records of the FVWDB or the LEO shall be authorized by the Chairpersons of the respective bodies. The FVWDB and the LEO 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 LEO and the FVWDB shall have complete access to the Workforce Investment Act records of both bodies, except for records of closed sessions of the FVWDB or LEO pursuant to Wisconsin State Statutes 19.85, and this agreement wherein persons not members of the respective bodies may be excluded.
6. The FVWDB and the LEO shall send copies of all agendas and minutes thereof to the members of both bodies at all times.

- C. Nondiscrimination: During the term of this agreement, the FVWDB, the LEO, the Administrative Entity and Grant 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 Section 167 of the Act and Section 111.31, Wisconsin Statutes. The aforementioned agree to post in conspicuous places, available to all employees and applicants for employment and all recipients of services, actual or potential, notices setting forth the provisions of this agreement as they relate to nondiscrimination. The aforementioned shall, in all solicitations, for employment placed on their behalf, state that the aforementioned are "Equal opportunity Employers".
- D. Term of the Agreement: The term of this agreement shall commence on the date of the execution of this Agreement and shall continue through June 30, 2013. This agreement shall be reviewed annually by FVWDB and LEOs and renewed on July 1 unless either party hereto gives written notice to the other sixty (60) days prior to the annual date of renewal stating that said party wishes to renegotiate all or any part of this agreement.
- E. 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 By-Laws of the body initiating the request. No proposed amendment may be considered by the body unless a written copy has been sent to the members of the body at least 10 days prior to consideration. An amendment to amendment(s) so proposed shall be in order.
 2. Proposed amendments approved in accord with the above shall be mailed to the other party (in accord with VI(A) above) and shall be acted upon by that party no less than 10 days nor more than 30 days following receipt. No proposed amendment may be acted upon unless the text thereof has been sent 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 under Section VI(J) above; within 10 days of consideration of the amendment.
 4. No proposed amendment shall take effect until the nominating party has concurred with the amendment pursuant to Section VI(M) of this agreement and has responded with a written notice of concurrence.
- F. Assignment or Transfer: FVWDB shall not assign or transfer any interest or obligation in this agreement whether by assignment or novation, without prior written consent, except that the LEO does hereby consent to the assignment of this agreement to FVWDB's corporate successor which shall be bound in all respects as is the FVWDB.
- G. 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.
- H. 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.
- I. Signatory Powers: The Chairperson of the FVWDB and the CLEO, or in their absence or disability, the Vice Chairperson of the FVWDB and the Vice-Chairperson of the LEO shall be the signatories for the FVWDB and the LEO 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 or Clerk of the respective body.

- J. 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.

VIII. Liability:

To the extent permitted by law, liability which arises pursuant to this Agreement shall be apportioned as follows:

- G. Workforce programs in the Fox Valley Workforce Development Area shall be administered prudently to minimize liability;
- H. 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;
- I. The FVWDB shall maintain adequate insurance as described in the Joint Agreement;
- J. FVWDB corporate funds and assets shall be used first to pay any remaining liability the Board is responsible for creating.
- K. The Consortium is liable for any misuse of the grant funds allocated to the local area under sections 128 and 133 of the Workforce Investment Act.
- L. In the case of any misuse of grant funds allocated to the local area, the Consortium agrees to assume liability as follows (Section 667.705(c)): Liability will be determined based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds.
- M. Finally, after every possible method to reduce liability is exhausted, any remaining liability shall be apportioned between the six counties in proportion to their respective percentage of the workforce allocation in the year the disallowed cost or other liability occurred. For example, if \$10,000 in liability remained and a given county received an allocation of 10% of the workforce funding in the year the \$10,000 was expended, that county would be liable for \$1000.

IX. Ratification of Agreement:

- A. This agreement shall require the approval of the FVWDB and the LEO by a majority vote of the members present at a meeting of each body, authorizing the execution of the agreement.
- B. Each signatory 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 the Act.

IN WITNESS WHEREOF, the duly authorized signatories for the LEO and the FVWDB have executed this agreement as of the day and date set forth below.

Dated and effective this 27th day of February, 2013.

**FOR THE LOCAL ELECTED OFFICIALS (LEO) CONSORTIUM OF THE FOX VALLEY
WORKFORCE DEVELOPMENT AREA**

By: Allen Buechel
Allen Buechel, Chief Local Elected Official

**FOR THE FOX VALLEY WORKFORCE DEVELOPMENT BOARD (FVWDB) OF THE FOX
VALLEY WORKFORCE DEVELOPMENT AREA**

By: [Signature]
Ginda Mingus, Chairperson

Workforce Development Area Name: Fox Valley WDB

Contact Person Name and Title: Beth Reinke, Program Staff Support Manager

Membership #

Member Name & Title	Business and/or Organization Name, Address, Phone Number, and Email Address	Check if Person is for the Business Category	List the Required Category for the Non-Business Category (e.g. UI, TANF, Labor)	Organization nominated by (where required, e.g., Business Sector, Education, Labor)	Term Starts on (M/DD/YY)	Term ends on (M/DD/YY)	Sex (M/F)	Minority (Y/N)	NAICS Code*
1 Bartz, Jonathan, President	Martenson & Elsele Inc. 1377 Midway Rd Menasha WI 54952 920-731-0381 jonb@martenson-elsele.com	y		Fox Cities Chamber of Commerce	2/26/2013	Jun-15	M		541310
2 Behringer, Debra, Admin Personnel	Waushara County Courthouse 209 Saint Marie Street Wautoma WI 54982 920-787-0431 Deb.courthouse@co.waushara.wi.us		Public Sector, Other		2/21/2013	Jun-15	F		
3 Beregszazi, Tony, Deputy Director	ADVOCAP, Inc. 19 W. First Street Fond du Lac WI 54936 920-922-7760 tonyb@advocap.org		Community Based Org.		6/21/2012	6/30/2013	M		
4 Collett, Amy, Director of HR	Society Insurance P O Box 1029 Fond du Lac WI 54936-1029 920-922-1220 acollett@societyinsurance.com	y		Fond du Lac Assoc. of Commerce	9/12/2012	6/30/2013	F		524298
5 Cronmiller, Debra, District Director, J	Fox Cities WDC 1802 Appleton Rd Menasha WI 54952 920-968-6308 Debra.Cronmiller@dwd.wisconsin.gov		DWD appointed / Job Svc		5/2/2012		F		
6 Dissing, LeRoy, Director	Green Lake Co. Dept. of Health & Human Svc. P.O. Box 588 Green Lake WI 54941-0588 920-294-4070 ldissing@co.green-lake.wi.us		TANF/FS		3/7/2012	Jun-15	M		
7 Eden, Jim, VP of Academic Affairs	MPTC 235 N National Ave Fond du Lac WI 54935 920-924-3317 jeden@morainepark.edu		Education / Adult Basic Ed.,/Fam. Lit.	MPTC	6/21/2012	6/30/2013	M		611210
8 Geigle, Robert, Director, Pupil Service	Oshkosh Area School District 215 S. Eagle St Oshkosh WI 54902 920-424-0113 robert.geigle@oshkosh.k12.wi.us		Education	Oshkosh Area School District	12/20/2011	6/30/2013	M		611110

Member Name & Title	Business and/or Organization Name, Address, Phone Number, and Email Address	Check if Person is for the Business Category	List the Required Category for the Non-Business Category (e.g. UI, TANF, Labor)	Organization nominated by (where required, e.g., Business Sector, Education, Labor)	Term Starts on (M/DD/YY)	Term ends on (M/DD/YY)	Sex (M/F)	Minority (Y/N)	NAICS Code*
9 Grant, Brad, President & CEO	Calumet County Bank P O Box 39 Brillion WI 54110 920-756-2181 bgrant@calumetcountybank.com	y		Brillion Area Chamber of Commerce	4/17/2012		M		522110
10 Hernke, Robert, Reg. Leader, Comm	Wisconsin Public Service 3300 N Main Street Oshkosh WI 54901 920-236-5945 rhernke@wisconsinpublicservice.com	y		Local Chamber	11/13/2012	6/30/2015	M		926130
11 Holmes, Kim, Adjudication Supervisor	DWD-Unemployment Insurance P O Box 7755 Appleton WI 54915 920-830-7547 kim.holmes@dwd.state.wi.us		DWD appointed / UI				F		
12 Karth, Hope, Director	AT&T 221 W Washington St Appleton WI 54911 920-475-9076 karths@ameritech.net	y		Fox Cities Chamber of Commerce	4/17/2012	Jun-15	F		517110
13 Kettner, David, Dir. Bus. Dev.	Fused Innovation 777 Kuehn Court Neenah WI 54956 920-486-5147 dkettner@fi-3d.com	y		Fox Cities Chamber of Commerce	10/16/2012	6/30/2015	M		332117
14 Kleman, Rob, Executive Director	Oshkosh Area Economic Dev Corp 120 Jackson St Oshkosh WI 54901 920-303-2265 rob@oshkoshchamber.com		Economic Development		12/20/2011	6/30/2013	M		926110
15 Kwakkel, Michael, Plant Manager	Mayville Engineering 431 E Division Street Wautoma WI 54982 920-387-4500 mkwakkel@mayvl.com	y		Waushara Chamber of Commerce	11/1/2011	Jun-13	M		331315
16 Larsen, Jodie, VP HR	Oshkosh Corporation 2600 American Drive P O BOX 2017 Appleton WI 54911 920-832-3010 jlarsen@piercemfg.com	y		Fox Cities Chamber of Commerce	10/16/2012	6/30/2015	F		336120

Member Name & Title	Business and/or Organization Name, Address, Phone Number, and Email Address	Check if Person is for the Business Category	List the Required Category for the Non-Business Category (e.g. UI, TANF, Labor)	Organization nominated by (where required, e.g., Business Sector, Education, Labor)	Term Starts on (M/DD/YY)	Term ends on (M/DD/YY)	Sex (M/F)	Minority (Y/N)	NAICS Code*
17 Lautenschlager, Larry, President	FV Labor Council 1215 Carr Pl Oshkosh WI 54901 920-379-0795 winnebagoLabor@hotmail.com		Labor	Winnebago County Labor Council	2/26/2013	Jun-15	M		813930
18 Leonard, Joey, VP HR	Waupaca Foundry 1955 Brunner Dr Waupaca WI 54981 715-258-6782 joey.leonard@waupacafoundry.com	y		Waupaca Area Chamber of Commerce	9/11/2012	Jun-15	M		333511
19 Martinez, Jose, MHS Director	UMOS 2701 S Chase St Milwaukee WI 53207 920-966-1114 jose.martinez@umos.org		Community Based Org. / Migrant and Sea. Farm Wrks		12/20/2011	6/30/2015	M	Y	
20 Matheny, Chris, VP, Chief Acad. Offi	Fox Valley Technical College 1825 N Bluemound Dr Appleton WI 54912 920-735-2401 matheny@fvtc.edu		Education / Adult Basic Ed.,/Fam. Lit. / Economic Development	FVTC	12/3/2012		M		611210
21 Mauch, Richard, Vice President	Card Shack 76 John St Fond du Lac WI 54935 920-921-4325 cardshackfdl@milwpc.com	y		Local Chamber	6/21/2012	6/30/2013	M	Y	454390
22 Mingus, Linda, Director of HR	Aurora Healthcare 855 N Westhaven Dr Oshkosh WI 54901 920-456-7619 linda.mingus@aurora.org	y		Oshkosh Chamber	12/20/2011	6/30/2013	F		622110
23 Pitts, Tammy, Director of HR	Agnesian Health Care P O Box 385 Fond du Lac WI 54936 920-926-5701 pittst@agnesian.com	y		Fond du Lac Assoc. of Commerce	9/12/2012	6/30/2013	F		622110
24 Reese, Dianne, Owner	New Holstein True Value 2204 Wisconsin Ave New Holstein WI 53061 920-898-5847 dk.reese@yahoo.com	y		New Holstein Chamber of Commerce	7/30/2012		F		444130
25 Roettger, Sue, Director of HR	Mid-States Aluminum Corp. P O Box 1107 Fond du Lac WI 54936 920-926-7337 sroettger@midstal.com	y		Fond du Lac Assoc. of Commerce	6/21/2012	6/30/2013	F		331318

Member Name & Title	Business and/or Organization Name, Address, Phone Number, and Email Address	Check if Person is for the Business Category	List the Required Category for the Non-Business Category (e.g. UI, TANF, Labor)	Organization nominated by (where required, e.g., Business Sector, Education, Labor)	Term Starts on (M/DD/YY)	Term ends on (M/DD/YY)	Sex (M/F)	Minority (Y/N)	NAICS Code*
26 Skahan, Michael, HR & Labor Rel. M	Neenah Foundry P O Box 729 Neenah WI 54957 920-729-3685 mike.skahan@neenahenterprises.com	y		Fox Cities Chamber of Commerce	2/26/2013	Jun-15	M		333511
27 Stelter, Paul, CEO	FVWDB 1401 McMahon Dr Neenah WI 54956 920-720-5600 pstelter@fvwdb.com		WIA Activities		1/2/2013		M		
28 Thiel, David, Exec. Dir.	Waupaca Economic Development Corp. N3512 Dawn Dr New London WI 54961 920-982-1582 wcedc@charter.net		Economic Development				M		926110
29 Wehner, Craig, FVWDA DVR Dir.	DVR 349 N Peters Ave Fond du Lac WI 54953 920-929-3948 craig.wehner@dwd.state.wi.us		DWD appointed / DVR		6/21/2012	6/30/2013	M		
30 Westphal, Mark, President	FV Area Labor Council 945 Hunt Ave Neenah WI 54956 920-727-1790 sswes@earthlink.net		Labor	FV Area Labor Council	11/13/2012	6/30/2015	M		813930
31 Winn, Margaret, Facility Director	Lakeside Packaging Plus Inc 100 W Fenau Ave Oshkosh WI 54901 920-231-0870 mwinn@lakesidepackagingplus.com	y		Oshkosh Chamber	2/26/2013	Jun-15	F		326130

BY-LAWS
OF
FOX VALLEY WORKFORCE DEVELOPMENT BOARD

Approved 9/13/2012

ARTICLE I:

The name of the corporation shall be Fox Valley Workforce Development Board, Inc. (herein after also referred to as WDB).

ARTICLE II:

The period of existence shall be perpetual.

ARTICLE III:

- A. The purpose for which this corporation is organized is to provide policy guidance with respect to activities provided under the Workforce Investment Act (20 USC 9201, ET. Seq., Public Law 105-220, 112 Stat. 936) and the Job Training Partnership Act (29 U.S.C. 1501 Et. Seq., Public Law 97-300, 96 Stat. 1322) within the Workforce Delivery Area covering the counties of Calumet, Green Lake, Fond du Lac, Outagamie (until transition to Bay Area WDB is complete (estimating 1 Oct 2012)), Waupaca, Waushara, and Winnebago in the State of Wisconsin or such other Workforce Delivery Area as subsequently redesignated by the Governor of the State of Wisconsin. The basic purpose of the corporation shall be to integrate, coordinate and oversee the implementation and use of funds granted under the provisions of the Workforce Investment Act and Job Training Partnership Act above mentioned. The corporation may also engage in any lawful activities within the purposes for which corporations may be organized under the Wisconsin Non-Stock Corporation Law.
- B. No part of the earnings or funds of the corporation shall inure to the benefit of or be distributable to its members, director, officers, or other private persons except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered.
- C. The activities of the corporation shall be not be substantially related to the influencing of legislation and the corporation shall not participate in or intervene in any political campaign on behalf of any candidate for public office.
- D. Upon dissolution of the corporation, the Board of Directors shall, be responsible to pay and make provisions for assets by either completing the granting of funds assigned to the corporation or by returning said funds and any other assets to the state funding agency from whence such funds came.

ARTICLE IV:

The corporation shall have and continuously maintain in Wisconsin a registered agent as required by the Statute.

ARTICLE V:

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 VI:

Location of the principal office of the corporation shall be Fox Valley Workforce Development Board, Inc., Neenah, Wisconsin 54911. The address of the registered office may be changed from time to time by the Board of Directors as deemed necessary.

ARTICLE VII:

Membership ratio shall be as set forth in the Workforce Investment Act and the Consortium Agreement for the Fox Valley Workforce Development Area. Specific details pertaining to the membership requirements and designations are found in the LEO Consortium Agreement which is reviewed annually (Attachment 1). Please note that 'public sector' members may fill more than one position if applicable. If a specific category does NOT exist, it does not need to be filled.

The designation shall be at the discretion of the County LEOs responsible for appointments with exception to DWD appointed positions.

Section 1:

The terms of the initial Board of Directors shall be fixed and staggered in accordance with the Workforce Investment Act. Thereafter, terms of the Board of Directors shall be for three years. Alternate Fox Valley Workforce Development Board Directors shall not be appointed or designated.

Section 2:

Director's terms, which expire June 30th each year, shall be appointed by the Local Elected Officials in accordance with the Section 117 (c) (1) of the Workforce Investment Act.

Section 3:

A member of the Board of Directors may resign at any time by filing his/her resignation with the Fox Valley Workforce Development Board Chair. The Fox Valley Workforce Development Board Chair, will inform the Local Elected Official from the member's county of employment of the resignation and request a reappointment to fill the remainder of the member's term. All vacancies on the Board shall be filled in the same manner as they were appointed.

Section 4:

A member of the Board of Directors may be removed for good cause at any meeting of the Board by the affirmative vote of two-thirds of the Directors. Attendance at Board and Committee meetings is important in order to conduct Board business. If a member misses two meetings (Board and/or Committee) in a row with unexcused absences, they are notified by the LEO representing their county and placed on probation. If a

member misses three meetings (Board and/or Committee) in a row with unexcused absences, they will be dropped from membership, pending above Board action.

Section 5:

The Board may authorize compensation for services rendered to the corporation, consistent with funding source guidelines and law. Board members and technical advisors are eligible to be reimbursed directly by the Workforce Development Board for travel expenses to attend meetings called by the Chair in accordance with the By-Laws.

- (1) Mileage may be reimbursed based on current state rates.
- (2) Meals: Based on current state rates.
- (3) Lodging: Based on current state rates. Receipts required.

Section 6:

When a vacancy occurs on the Board, the vacancy shall be filled to carry out the balance of the term in accordance with the procedures of Article VII of these By-Laws.

ARTICLE VIII: The Board of Directors Shall:

- 1) Act within the scope of the WDB/LEO Joint Agreement.
- 2) Develop the Workforce Investment Act Plans, and oversee the programs conducted under the Workforce Investment Act according to procedures developed by the Board.
- 3) Select a grant recipient and administrating entity after the initial appointment by the LEOs.
- 4) Establish the corporation's overall priorities, projects, and programs.
- 5) Allocate Workforce Investment Act funds on the basis of the priorities established.
- 6) Manage the affairs of the corporation and shall receive and extend all funds made available to it in accordance with contractual requirements of the funding sources.
- 7) Coordinate and approve, modify or reject all projects submitted to it.
- 8) Designate a depository for corporate funds and establish proper monetary controls and accounting procedures.
- 9) Appoint the necessary standing committees to effectively carry out the purposes of the corporation.
- 10) Establish corporation personnel policies, grievance procedures and other policy directives as necessary.

ARTICLE IX: Officers

The Board shall elect by simple majority from its membership a Chair, Vice-Chair, Secretary and Treasurer. The Chair and Vice-Chair shall be a private sector representative.

Section 1:

The principal officers shall be elected at the annual meeting (May) of the Board of Directors and those elected shall take office July 1 until June 30 of the following calendar year. Thereafter the Board at the annual meeting shall elect the principal officers or any special meeting called for such purpose and serve one-year terms. Each officer may succeed himself or herself not to exceed two consecutive years (three years total).

Section 2:

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

Section 3: Duties and Qualifications of Officers:

- (1) Chair: Shall be from among the Directors who are representatives of the private sector; shall preside over all meetings of the Board of Directors and the Corporation; shall be ex-officio member of all committees of the corporation; shall make all appointments to committees and task forces, subject to the approval of the Board of Directors, and shall have the general powers and duties usually associated with the office of President, pursuant to Chapter 181, Wisconsin Statutes, such as the ability to sign certificates, contracts, and other instruments of the Corporation which are authorized by the Board. The Chair shall have the same rights as other members to discuss any questions before the Board, but shall have the right to relinquish the chair to offer resolutions, to make motions, or to second motions.
- (2) Vice-Chair: Shall be from among the Directors who are representatives from the private sector; shall serve in the Chair's stead if the Chair is unable to perform other duties as the Chair and Board of Directors may direct. At such times, the Vice-Chair shall have all the powers of the Chair.
- (3) Secretary: The Secretary of the WDB shall attend the meetings of the WDB and shall be responsible for accurate records of its proceedings. The Secretary shall be responsible for filing and preserving the WDB's records and vouchers in a manner convenient for reference. Upon request, the Secretary shall report minutes of the regular and special meetings which are to be published in accordance with the Wisconsin Statutes and shall perform other duties as the Chair and Board of Directors may direct.
- (4) Treasurer: Ensure all funds collected and spent are recorded and that a current account of the assets and liabilities of the corporation are kept. The books of account shall, at all reasonable times, be open to inspection by any Director. The Treasurer shall be bonded. The Chair shall assign the Treasurer as the Resource Committee Chair.
- (5) Any document required or permitted by Wisconsin Statutes Chapter 181 to be signed by the Chair, Vice-Chair, Secretary, or Treasurer shall be signed by the Chair (or Vice-Chair in the Chair's absence).

ARTICLE X: Meetings:

Section 1:

The Annual Meeting of the Corporation shall be held each year during the month of May for the purpose of seating new officers for the transaction of the business as may come before the corporation.

Section 2:

The regular meeting of the corporation shall be held at least annually at a time and place designated by the Board of Directors.

Section 3:

Special Meetings of the corporation may be called at the request of the Chair.

Section 4:

Notice of each regular and annual meetings shall be given by written notice delivered electronically (e.g. email) or through the mail no less than seven (7) days prior to the meeting, such notice shall be deemed to be delivered when the email is sent or the notice is deposited in the United States mail so addressed with postage thereon prepaid. Notice of Special Meetings shall be given not less than five (5) days prior to the meetings, except in emergency situations. All meetings and notices thereto shall be subject to the provisions of the Wisconsin Open Meetings Law.

Section 5:

A simple majority must be present at a Board Meeting to establish a quorum and one (1) member present must be an officer.

A simple majority, of more than one-half, shall constitute a quorum at any regular Standing Committee meeting.

Section 6:

At all corporate meetings, each Director shall have one (1) vote. No proxy votes shall be permitted. Simple majority vote of Directors present shall prevail in all matters except the removal of a member of the Board of Directors for good cause (Article VII, Section 4) and approval of all Workforce Investment Plans, and System Plans. The Workforce Investment plans shall be approved or repealed by a majority of the members (over one-half) for the five year initial plan. Revisions/ modifications to the plans, on the consecutive year of the five year plans only require a majority vote of members present at the meeting where the plan is subject for action, and if the established quorum is present.

Section 7:

The Board shall keep minutes that reflect a correct and complete record of all corporate proceedings.

Section 8:

The By-Laws, or standing rules of the corporation shall govern the procedure for all meetings of the corporation, or Robert's Rules of Order in all matters not covered therein.

Section 9:

Local Elected Officials of the Fox Valley Workforce Development Area shall be granted speaking privileges at Board Meetings, but shall have no voting rights.

ARTICLE XI: Conflict of Interest

The WDB Board members shall comply with the following provisions regarding Conflict of Interest:

- a. Casting of Votes: No member of any WDB, Advisory WDB, or Board, or committee thereof, nor the Local Elected Official shall cast a vote on the provision of services by that member (or any organization which that member directly represents) or vote on any matter which would provide direct financial benefit to that matter.

(This requirement, in and of itself, does not preclude Fox Valley Workforce Development Board members or their businesses from participation in training contracts.)

- b. Wisconsin Statutes Governing Conflict of Interest:

Wisconsin Statutes define misconduct in public office, as well as conflicts of interest, in Sections 946.12 and 946.13. The conduct constituting misconduct in public office and conflict of interest under Sections 946.12 and 946.13 are, therefore, prohibited by these By-Laws. (See attached copy of 1995-1996 Wisconsin Statutes s. 946.12 and 946.13.)

- c. In order to guide the ethical conduct of the WDB, the Board shall adopt the following:

1. Code of Standards: The grantee shall maintain a written code of standards of conduct which will govern the performance of its officers. Employees or agents in contracting with or otherwise procuring supplies, equipment, or services with DWD/DWE funds. These standards will conform to State regulations applicable to public contracts.
2. Use of Position: The grantee shall prohibit its employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by a desire for private gain for themselves or those with whom they have family, business, or other ties.
3. Appearance of Conflict: The Grantee and its personnel shall avoid organizational and personal conflict of interest and the appearance of Conflict of Interest. (Please see Attachment #2 for the Conflict of Interest Disclosure Statement to be signed annually.)

ARTICLE XII: Nepotism

- a. No FVWDB member or employee of the WDB shall effectively recommend or decide to hire, promote, or establish the salary of another person when the person affected is a member of his or her immediate family.
- b. No FVWDB member or employee of the WDB shall give preferential treatment in the supervision or management of another employee who is a member of his or her immediate family.
- c. The term “immediate family” means wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, aunt uncle niece, nephew, stepparent, and stepchild.

ARTICLE XIII: Maintenance of Effort

The WDB shall comply with the Maintenance of Effort provisions described as follows:

- a. Displacement: DWD/DWE programs shall comply with the following:
 - (1) WORKFORCE INVESTMENT ACT programs shall result in an increase in employment and training opportunities over those that would otherwise be available in the area.
 - (2) WORKFORCE INVESTMENT ACT programs may not result in the total or partial displacement of currently employed workers or reduction in hours of non-overtime work, wages or employment benefits; and
 - (3) WORKFORCE INVESTMENT ACT programs may not impair existing contracts or grants for services nor substitute federal funds to pay for services that would have been funded by other sources.
- b. Supplanting Funds: WORKFORCE INVESTMENT ACT funds shall be used to supplement and not supplant funds that would otherwise be available from non-federal sources for planning and administering programs.
- c. Hiring Freezes: WORKFORCE INVESTMENT ACT participants may not be hired into or remain in a position when the same or a substantially equivalent position is vacant due to a hiring freeze.
- d. Layoffs and Recalls: WORKFORCE INVESTMENT ACT participants may not be hired into or remain working when any person who is WORKFORCE INVESTMENT ACT funded is one of the following:
 - (1) A person is on layoff from the same, or substantially the same, or equivalent job in the same organizational unit of the same employer; or
 - (2) A person is on layoff or has been bumped and has recall or bumping rights to that position according to a personnel code or practice or a collective bargaining agreement of the same employer.
 - (3) For purposes of this paragraph, a layoff is in effect until the expiration of the period required by a recall list, or if no recall list or re-employment rights exists, for a period of one year from the last layoff or until the next operating year of the department or agency, whichever occurs later.
- e. Promotions: No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

ARTICLE XIV: Deposits

Section 1:

No indebtedness for borrowed money shall be contracted on behalf of the corporation and no evidence of such indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors 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 Chair (or Vice-Chair in the Chair's absence) and the Secretary.

Section 2:

An officer, or Director, or FVWDB Administrator (staff) shall sign all checks, drafts, or other orders of payment of money, notes, or other orders of indebtedness issued in the name of the corporation. Bonding or insurance protection shall be provided to those eligible to disburse funds.

Section 3:

The corporate powers, property, funds, and affairs of the corporation, except as may be otherwise provided by law, the Articles of Incorporation, or the Board of Directors. The corporation shall have all powers permitted by law.

ARTICLE XV:

These By-Laws may be amended by the affirmative vote of a majority of the Board of Directors in office at a duly called meeting, provided the proposed amendment shall have been submitted in writing to all Directors at least ten (10) days in advance of such meeting.

ARTICLE XVI:

The corporation's fiscal year shall be July 1 to June 30.

ARTICLE XVII:

The Board shall establish such Standing Committees and other Committees as it chooses from time to time. Except as herein provided for the Executive Committee, the Board shall set the number of Directors to sit on said committees. Any Fox Valley Workforce Development Board member may attend and provide input, but only members of that committee may vote.

Section 1: Executive Committee:

- (1) The Executive Committee shall function for the Board between meetings of the Board. The Executive Committee shall have authority to act on behalf of the Board and the corporation between meetings of the Board and report back to the full Board for those issues set forth in subsection (7).
- (2) The Executive Committee shall consist of the Chair, Vice-Chair, Secretary, and Treasurer of the Corporation, other Committee Chairs and at-large members. Each county in the Fox Valley Workforce Delivery Area will have one voting member on the Executive Committee.
- (3) The term of the Executive Committee members shall be for one (1) year. Said term shall commence upon July 1st and continue until June 30th following the annual meeting.
- (4) If an Executive Committee position becomes vacant during said term the Chair shall appoint a replacement to fill the position for the remainder of the term.
- (5) Meetings of the Executive Committee shall be held at a time, place, and date selected by the members. The Chair as needed shall call special meetings of the Executive Committee.
- (6) The Executive Committee shall recommend board organizational procedures and policies, changes in the By-Laws or Fox Valley Workforce Development Board/LEO Agreement.
- (7) The Executive Committee shall:
 - a. Deal with issues regarding the corporate status of the Board;

- b. Act as liaison with Local Elected Officials on major issues;
- c. Establish Ad Hoc Committees and recommend Standing Committees;
- d. Provide direction on policy, evaluate performance and establish direction for the Administrator;
- e. Review, at a minimum, quarterly revenues and expenses for Fox Valley Workforce Development Board operating budget.
- f. Recommend purchases of equipment over \$5,000 to the Fox Valley Workforce Development Board.
- g. Review/approve Financial Procedures Manual.
- h. Review/approve Annual Audits.
- i. Deal with issues regarding membership and attendance;
- j. Review annually the Fox Valley Workforce Development Board/LEO Agreement with the Local Elected Officials;
- k. Provide input on staff personnel issues, such as: review of Personnel Policies; annual review of salary ranges and position descriptions; and other personnel related issues as necessary.
- l. Function as the authorized representatives of the Board to meet with the County Local Elected Officials from each of the counties within the Workforce Development Area which shall constitute a committee for negotiation of any disagreements/issues over any Workforce Investment Act related matter.
- m. Take the lead in negotiating local performance standards with the state.
- n. Will delegate program funds to go under specific committee oversight.
- o. Have primary responsibilities for the development and review of the five year strategic plan.

Notice of Executive Committee meetings shall be subject to the provisions of Wisconsin's Open Meetings Law.

Written notices of all regular Executive Committee meetings shall be given five (5) days in advance indicating, time, place, and agenda. All members will be notified in advance.

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.

Other Standing Committees

Section 1:

a.) One Stop System Committee shall:

- 1. Is source of regular information about the local One Stop system and its operation for the full Board and the other Committees.
- 2. Will annually develop the Core Coordination Document for the Workforce Delivery Area and address the system-wide operational issues in the Job Center.
- 3. Determine process for identifying One Stop Operators
- 4. Designate and Certify One Stops and/or Job Centers.

5. Identify funding needs related to One Stop Workforce Investment Act “Core” Services for Job Centers.
6. Seek input from Job Center partners.
7. Utilize the Fox Valley Local Collaborative Planning Team and Job Center Management Teams act as Advisory subcommittees.
8. Oversee the allocations of adult program funds working closely with the strategic initiatives developed by the Employer Services Committee.
9. Explores additional funding sources to address the strategic initiatives and action plans adopted by the full Board and addresses One Stop partners and staff.
10. Oversees the process of developing MOU’s with the required One Stop partners.
11. Carry out any required competitive process for WIA contracts and for other available funds.
12. Regularly review the quality and performance of all contracted services, working with the Youth Council for evaluation of youth programs.

b.) Youth Council shall:

1. Act as a strategic planning body for youth issues and programs.
2. Promote and participates in the development of a school-to-work system that connects all youth to employment and training opportunities.
3. Develop the portion of the strategic plan relating to youth.
4. Conduct oversight of Workforce Investment Act and other WDB youth programs.
5. Evaluate outcomes for Workforce Investment Act and other WDB youth programs.
6. Recommend eligible youth service providers.

c.) Economic Development Committee shall:

1. Work closely with the Labor Market Analyst, and other information sources, to understand the dynamics and needs of area employers and the skills of the local workforce.
2. Develop strategies for re-training and re-employment of dislocated workers, under-employed, and unemployed workers.
3. Create strategies for effective alignment of resources to develop talent for FVWDA businesses and industry growth sectors.

4. Be responsible for the oversight of marketing strategies and/or public relations related to best practices and solutions.
5. Be responsible for the development of Pilot Projects in addressing employers' needs as related to the FVWDB.
6. Bring important issues to the full Board for consideration after having discussed action plans which address identified needs.

d.) Ad Hoc Committee(s) shall:

1. Function as appropriate; appointed by the Board. These Committees are temporary and will be reviewed on a quarterly basis.

e.) HR/Personnel Committee (DWD recommendation: TBD)

f.) Policy Committee (DWD recommendation: TBD)

g.) Finance Committee (DWD recommendation: TBD)

Section 2:

Each Standing Committee member shall serve for a period of one (1) year.

Section 3:

The Board Chair appoints Chairs of the Committees. Vacancies, voting, and quorums shall be consistent with the Board policies.

Section 4:

All committees of the WDB shall be subject to the provisions of Wisconsin Open Meetings Law.

ATTACHMENTS

ATTACHMENT A

(Described in Section IV. A. of the Consortium Agreement)

**SELECTION OF THE
WORKFORCE DEVELOPMENT BOARD**

Appointment of the Workforce Development Board (WDB) shall be carried out as described in Section 117 of the Workforce Investment Act of 1998.

A. Members of the WDB shall consist of representatives of:

2. Private Sector Businesses with Employment Opportunities (51% of membership). Of the 17 minimum members in this category, at least 2 members shall be affiliated with manufacturing companies, 1 member shall be affiliated with the Trade, Transportation or Utilities industry, and 1 member shall be affiliated with the Education or Health industry.
 - (c) Nominations must be made by local business organizations and business trade organizations.
 - (d) Nominees must be business owners, chief executives, or operating officers or employers with optimum policy-making or hiring authority.
2. Two or more representatives from each of the following categories:
 - (e) Educational agencies (Nominations must be sought from regional or local educational agencies with an effort to seek candidates who have an interest and background in youth issues for possible appointment to the Youth Council.)
 - (f) Labor organizations (Nominees must be sought from local labor federations.)
 - (g) Community-based organizations
 - (h) Economic development agencies
4. One representative each from the following mandatory One-Stop Service Delivery Partners:
 - (i) WIA activities for Adults; Youth & Dislocated Workers; Welfare-to-Work
 - (j) TANF (W-2); Food Stamp Employment & Training
 - (k) Adult Education and Family Literacy; Post-secondary Vocational Education
 - (l) Community Service Employment for Older Americans; Community Services Block Grants
 - (m) Housing & Urban Development Employment and Training

The State Dept. of Workforce Development provides names of representatives for the following programs:

- (n) Job Service; Veterans E & T Services & Outreach Programs
- (o) Vocational Rehabilitation
- (p) Unemployment Insurance
5. One representative from each of the following national programs, if present in the area:
 - (f) Native American Programs
 - (g) Migrant and Seasonal Farm worker Programs
 - (h) Job Corps
 - (i) Youth Opportunity Grants
 - (j) Veterans Workforce Investment Program

C. Thirty (30) of the thirty-three (33) members will be selected by the Counties based on the requirements of the law and other locally defined considerations (DWD appoints remaining three).

Public/Mandated Members		
Category	Nomination Required from	Number of Representatives
Educational Agencies	Regional or local educational agencies	2
Labor Organizations	Local labor federations	2
Community Based Org	LEOs	2
Economic Development	LEOs	2
WIA Activities	Appointed by CLEO	1
TANF; Food Stamp Empl. & Training	LEOs or Tribal TANF Agencies	1
Adult Basic Ed. & Fam. Literacy; Post-secondary Voc. Ed.	LEOs	1
Com. Serv. Block Grants	LEOs	1
Job Serv.; Vet. E&T Serv. & Outreach	N/A; DWD Appoints	1
Vocational Rehabilitation	N/A; DWD Appoints	1
Unemployment Insurance	N/A; DWD Appoints	1
Migrant and Seasonal Farm Workers	LEOs	1
TOTAL		16

- C. WDB members will be chosen by majority vote of those Local Elected Officials present.
- D. The WDB will select its chairperson from the Private Sector Business Members.
- F. WDB members shall be appointed for fixed and staggered terms.
- F. Vacancies will be filled according to the original selection process.
- G. The WDB must be comprised of at least 20% female members.
- I. One minority representative must be appointed to the WDB if there is at least 3% minority population in the WDA.

FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.
CONFLICT OF INTEREST – DISCLOSURE STATEMENT

Section 1:

Name: (Please print) _____

Affiliation with FVWDB: _____ Board member/Local Elected Official _____ Employee
_____ Applicant for Funds _____ Subcontractor

Do you or any other member of your immediate family have ownership interest in, investment in, employment with, contractual relationship with, fiduciary or professional relationship with, directly in a management, supervisory or governing body position, any organization or entity which receives, or to your current knowledge may be actively seeking to receive, funds from or which does business or may seek to do business with FVWDB?

_____ Yes _____ No

If you answered "Yes", please completely explain your answer, giving the name of each and every such organization and the nature of your association with it. (Use additional paper as necessary).

Secti

on 2:

Complete only if you are an applicant for or currently receiving FVWDB funds (i.e. subcontractor). If you are not an applicant/receiving funds/subcontractor, please continue to Section 3. (Answers should be made keeping in mind each individual of the applicant's and/or subcontractor's board of directors, officers, employees, or any of their immediate family members.)

Do you have a business, employment, or family relationship with any member or employee of FVWDB or Local Elected Officials Consortium of Counties? _____ Yes _____ No

If "Yes," please provide any other pertinent information if not fully explained above in Section 1:

Does any member or employee of FVWDB or Local Elected Officials Consortium of Counties serve in on your organization's board or director's? _____ Yes _____ No

If "Yes," please list the name(s) of any such employee(s) or member(s): _____

Section 3:

Do you agree to recuse yourself from matters that produce or assist in the production of a substantial benefit, direct or indirect, for yourself, one or more members of your immediate family, or an organization with which you are associated?
_____ Yes _____ No

I hereby certify that the information on the information set forth above is true and complete to the best of my knowledge. Should circumstances change that require updating the information disclosed on this form, I agree to file a new declaration.

Signature Date

FVWDB Subcommittees

FVWDB recently approved three subcommittees to assist in three critical areas: 1) finance, 2) HR/personnel, and 3) policy. FVWDB staff is coordinating meeting dates with the current members and at this time we do not have a set schedule. The committees are expected to meet 'as required'. Typically, this would be prior to a board meeting in order to provide recommendations on appropriate topics.

Finance Committee: Review staff recommendations (e.g. budget) and provide guidance as necessary. They are responsible for making recommendations to the full board.

HR/Personnel Committee: Reviews staff recommendations on related policy and provides guidance as necessary. They are responsible for making recommendations to the full board.

Policy Committee: Review staff recommendations on policy matters not already covered by other standing committees. They are responsible for making recommendations to the full board.

Full board and LEO meetings are scheduled on a quarterly basis and occur during February, May, August, and November.

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

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

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

Paul Stelter, CEO
Name and Title of Authorized Representative



Signature

March 19, 2013

Date

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* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Fox Valley WDB

WIA Title I-B

Grantee/Contractor Organization

Program/Title

Paul Stelter



March 19, 2013

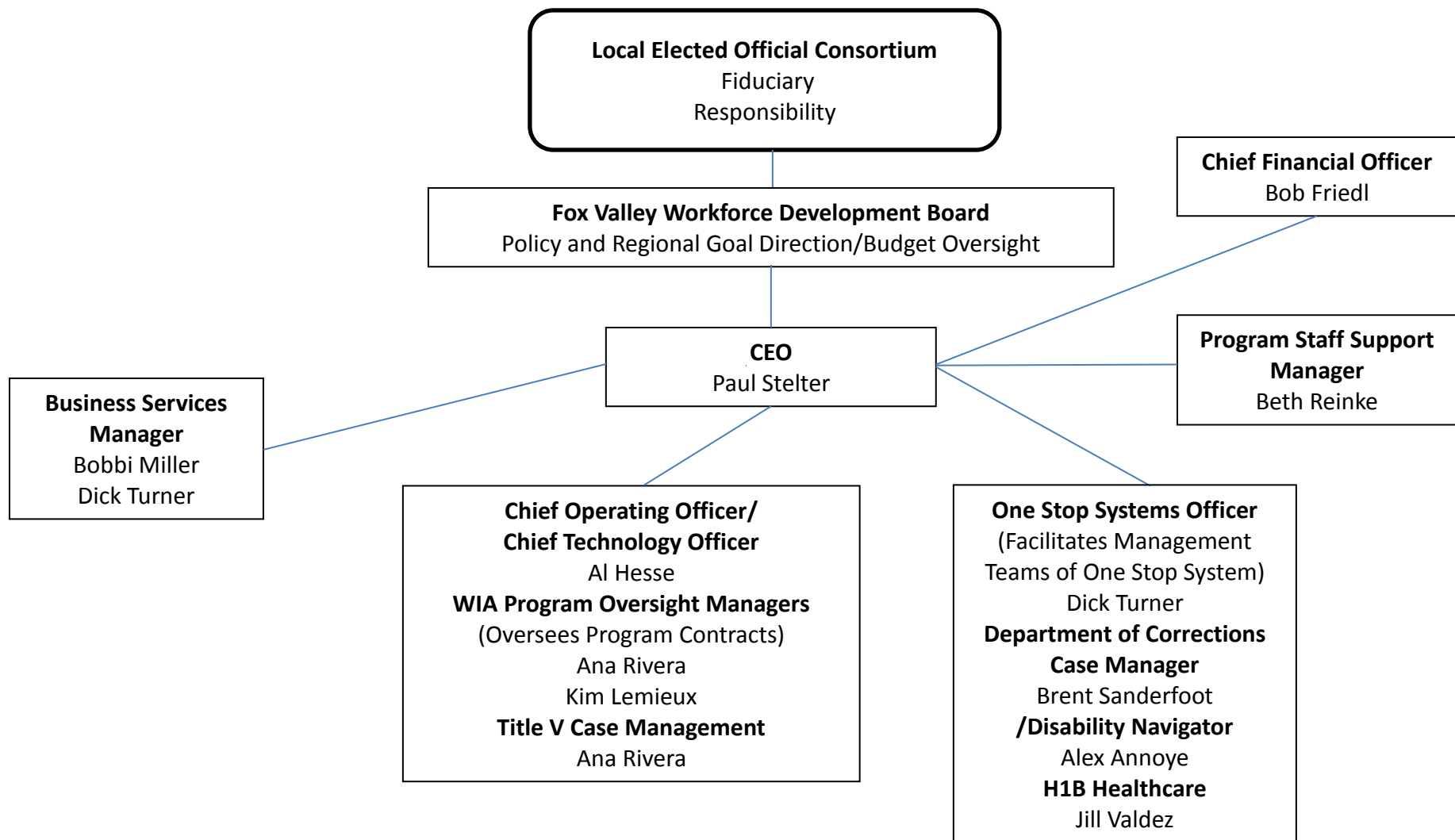
Name of Certifying Official

Signature

Date

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB)

Fox Valley Workforce Development Board



FVWDB Financial Procedures Manual, Cost Allocation Plan**SECTION IX****COST ALLOCATION**

Cost will be directly assigned to a fund whenever the correct dollar amount can be determined by the invoice and attached documentation. Funding regulation and contracts must be considered to determine cost categorization and assignment.

Shared cost items will be allocated to funding sources as expensed, based on direct wages paid, as recorded in the General Ledger. Prepaid expenses will be assigned to the asset category of the ORION Allocation Fund and expensed to the appropriate funding source in a timely manner via General Ledger Cost Allocation.

Cost allocation coding designations will assign cost to reporting categories as required by specific funding regulations, and meet the allocation criteria contained in OMB Circular A-122 as Indirect Costs under the Simplified Allocation Method.

The current financial system has a cost allocation plan for those expenditures that benefit more than one grant contract fund. The General Ledger Cost Allocation Plan (GLCAP) is designed to address non-payroll expenses that vary on a month-to-month basis. This Allocation Plan is the OMB Circular A-122, Indirect Cost Simplified Allocation Method. Payroll costs, including direct wages paid, are assigned directly to grant contract funds.

Payroll costs which are directly expensed include the following cost items on a bi-weekly schedule, as payrolls are processed, using actual-hours-worked or direct wages paid as its basis for expense assignment to specific funds.

1. Employer's share of Medicare and FICA taxes at the federally assigned rate for Medicare and Social Security wages.
2. Health, life, disability, and any other employer-sponsored insurance plan costs borne by the employer as invoiced.
3. Pension, including 401 (k), employer's expense at the actual rate paid as required by the FVWDB Personnel Manual.

GLCAP will allocate cost by regulated category utilizing the Indirect Cost Simplified Allocation Method identified above. Accordingly, shared administration and program expenses alike will be allocated based on actual staff wages paid as reported to specific funds. Shared expenses for general or any other operations will also use this method. Written documentation of the allocations are on file in the financial department.

Reference FVWDB organizational chart, FVWDB active general ledger funds and OMB Circular A-122 for further information on cost allocations and the Indirect Simplified Cost Allocation Method, particularly A-122, Attachment A, Paragraph D.2.c.

**Fox Valley Workforce Development Board, Inc.
Staff Awards Plan****Staff Gift Policy**

It is the policy of Fox Valley Workforce Development Board, Inc. (FVWDB) as required by various regulatory agencies, that no FVWDB officer, director or employee shall solicit or accept gratuities, favors or anything of monetary value from contractors or potential contractors.

Staff Awards Plan

FVWDB (2 CFR Part 230 containing OMB Circular 122 including “8. Compensation for personal services” and “13. Staff Morale”) believes that staff recognition is allowable and that it is important to recognize staff contributions to the organization. Miscellaneous awards and recognitions tied to years of service are based on available funding, and are not to exceed \$250. Fox Valley Workforce Development Board has implemented this recognition plan in an effort to periodically and appropriately recognize staff for their contributions and dedication to the organization.

FVWDB Executive Committee will identify compensations, recognitions and awards for CEO and provide parameters for other staff compensations, recognitions and awards.

Recognition dates and sample awards:

- 5th year – Certificate
- 10th year – Gift not to exceed \$25
- 15th year – Gift not to exceed \$50
- 20th year – Gift not to exceed \$75
- 25th year – Gift not to exceed \$100

*Note: Not currently in effect; will be part of the comprehensive policy review at FVWDB.

Quarterly Budget Summary**ATTACHMENT II****Quarterly Budget Information Summary**

WDA # 04

Category	QTR 1	QTR 2	QTR 3	QTR 4	PY 12
		(Qtr 1 & 2)	(Qtr 1,2 & 3)	(Qtr 1, 2, 3 & 4)	
Admin Grant	\$40,602	\$81,204	\$121,807	\$162,410	\$162,410
Adult					
Core	\$93,825	\$187,650	\$281,475	\$375,301	\$375,301
Intensive	\$31,514	\$63,028	\$94,542	\$126,056	\$126,056
Training	\$5,425	\$10,850	\$16,275	\$21,700	\$21,700
Dislocated Worker					
Core	\$83,970	\$167,939	\$251,908	\$335,877	\$335,877
Intensive	\$50,487	\$100,974	\$151,461	\$201,948	\$201,948
Training	\$29,993	\$59,987	\$89,981	\$119,975	\$119,975
Youth	\$140,623	\$281,246	\$421,869	\$562,493	\$562,493
Total	\$476,439	\$952,878	\$1,429,318	\$1,905,760	\$1,905,760

Adult & DW High-Demand Training (35% Policy)	\$39,093	\$78,187	\$117,281	\$156,375
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Instructions:

The cells above are cumulative across each row. I.e. Quarter 1 contains only that quarter's planned expenditures (actual and accrued). Quarter 2 includes Quarter 1's planned expenditures and Quarter 2 planned expenditures.



WORKFORCE DEVELOPMENT SYSTEM

WORKFORCE INVESTMENT ACT (WIA) PROGRAM APPLICATION

Please complete all pages of this application accurately. This form will help us determine your eligibility for program services. All information provided is confidential.

Name: _____

Address: _____ City/State/Zip: _____

Date of Birth (month/day/year): _____ County: _____

Home/Cell Phone Number: _____ Email: _____

Alternate Contact Name: _____ Phone Number: _____

() Male () Female

Marital Status: S M D W

Are you a U.S. Citizen? () Yes () No

If not a U.S. citizen, are you authorized to work in the U.S.? () Yes () No Work Authorization expiration date _____

Please list the name of every person living in your home at any one time within the last six months.

Household Members	Relationship to Applicant	Age	Household Members	Relationship to Applicant	Age
1.			6.		
2.			7.		
3.			8.		
4.			9.		
5.			10.		

Household Income: (if applying for Dislocated Worker Program services skip this section and proceed to Employment/Volunteer Record section). Please list gross wages for yourself and the individuals listed above for the last six months (only include wages earned while living in the household). All income that is not wages should be reported on the correct line in the table below.

Name	Applicant	2	3	4	5
1. Gross Wages/Salary (UI is not considered wages)					
2. Net receipts from self-employment or rental income					
3. Interests and dividends					
4. Social Security Disability Insurance (SSDI)					
5. Alimony or military allotments					
6. Pensions or other retirement benefits					
7. Regular income from insurance policies/annuities					

Employment/Volunteer Record: Begin with last or current employer. Please include a minimum of 5 year history & attach a blank sheet if necessary.

Name of Employer:	Employment Dates (mo/day/yr): From _____ To _____	
Address/City/State:	Hourly Wage: _____	Hours/Week: _____
Job Title:	Reason for Leaving: _____	
Job Duties: _____		
Name of Employer:	Employment Dates (mo/day/yr): From _____ To _____	
Address/City/State:	Hourly Wage: _____	Hours/Week: _____
Job Title:	Reason for Leaving: _____	
Job Duties: _____		
Name of Employer:	Employment Dates (mo/day/yr): From _____ To _____	

Address/City/State:	Hourly Wage:	Hours/Week:
Job Title:	Reason for Leaving:	
Job Duties:		

Education/ Degree:

Are you currently attending high school? () Yes () No If yes, what school? _____

High School Diploma ___ GED/HSED ___ Highest Grade completed ___ Post High School Degrees/Certifications _____

If you have earned a degree/certification, what field is it in? _____ Date completed _____

Are you currently attending training/school? () Yes () No If yes, what program and where? _____

Are you currently receiving a Pell Grant? () Yes () No

Are you interested in a non-traditional occupation? () Yes () No

Are you interested in receiving any vocational or job-related training? () Yes () No

If yes, please describe area of interest: _____

Military Status (check all that apply):

Have you performed any military service? () Yes () No If yes, list dates of service (mo/yr) From _____ To _____

Are you a Disabled Veteran? () Yes () No

Are you a spouse of a veteran? () Yes () No

Selective Service (check one):

I am in compliance with section 3(a) of the Military Selective Services Act which requires males born after January 1, 1960 to register within 30 days after their 18th birthday. () Yes () No Registration not required. ()

Please check all that apply:

___ Limited English (speaking and/or writing)	___ Foster Child*	___ Physical Limitations
___ Homeless/Runaway*	___ Learning Difficulties	___ Pregnant/Parenting*
___ Ex-Offender/Offender	___ W-2 Participant	___ Displaced Homemaker
___ Public Assistance Recipient	___ Hearing/Visual Impairments	___ Mental Health Issues
___ Unemployed for ___ weeks in last 6 mo.		
___ Collecting unemployment	___ Exhausted unemployment within last 5 years	

Read the following and sign on the line below:

- I certify that the information on this application (including income and family size) is true to the best of my knowledge.
- I understand that the information may be checked and I may have to show documents to support it.
- I am aware that I may be prosecuted for fraud and/or perjury if I deliberately give false information.

Applicant Signature

Date

Parent or Guardian Signature

Date

How did you hear about the Workforce Investment Act Program?

___ Job Center ___ Family Member ___ Teacher/Name of School _____

_____ Friend _____ Probation Officer _____ Other _____

Equal Opportunity Employer Program

Auxiliary aids and services are available upon request to individuals with disabilities. Individuals with hearing impairments may call 1-800-947-3529 to access the Wisconsin Telecommunications Relay System.

For Office Use Only:

Case manager please sign below after reviewing the application and check the appropriate boxes below.

Case Manager Signature

Date

After reviewing the application the status on this participant is:

_____ Appt is set w/the client Appt Date _____

Comments: _____

_____ Have attempted to make contact Date _____

_____ Client is not Eligible

_____ Client will be enrolled

_____ Waiting for more Documents

Other _____



REQUEST FOR PROPOSALS

**Workforce Investment Act Program Year 2013
Title I Adult & Dislocated Worker Intensive Services
for Calumet, Fond du Lac, Green Lake, Winnebago,
Waushara, and Waupaca Counties
(July 1, 2013 – June 30, 2014)**

PROPOSALS DUE
electronically to: arivera@fvwdb.com
by 12.00 p.m. on
Friday, March 29, 2013

This RFP is available at www.foxvalleywork.org.

Proposals will **not** be accepted by U.S. mail, commercial delivery or hand delivered with the exception of pages that require a signature; those pages may be mailed or hand delivered to the FVWDB office rather than sending via email. Proposals received after March 29, 2013 will not be considered by the Fox Valley Workforce Development Board, Inc. Timely receipt of proposals is the sole responsibility of the Offeror.

Questions regarding the RFP package should be directed to:

Ana Rivera, Programs Director
Fox Valley Workforce Development Board, Inc.
(920) 720-5600 or arivera@fvwdb.com
Fax (920) 720-5606

Questions regarding the WIA Programs should be directed to Kim Lemieux, Program Director (920) 720-5600 or klemieux@fvwdb.com

Solicitation Schedule

ACTIVITY	DATE	TIME FRAME
RFP Notice (Local Papers, FVWDB Website)	Week of February 25, 2013	TBD
RFP Issuance	March 1, 2013	12:00 p.m.
Bidder's Conference	March 6, 2013	1:00-3:00 p.m.
Receipt of Proposals	March 29, 2013	12:00 p.m.
Committee review/recommendation	Week of May 6 th	TBD
FVWDB Board meets/approves	May 16, 2013	TBD
Notification of Awards	May 17, 2013	TBD
Contract Negotiated	June 1-30, 2013	TBD

***Calendar subject to change due to federal funding availability.**

REQUEST FOR PROPOSAL
Workforce Investment Act PY 2013
Adult & Dislocated Worker Intensive Services

SYNOPSIS

The Fox Valley Workforce Development Board, Inc. (FVWDB) is soliciting proposals for the provision of employment and training services to eligible adults and dislocated workers in the six counties comprising the Workforce Development Area (WDA) #4 (**Calumet, Fond du Lac, Green Lake, Winnebago, Waushara and Waupaca Counties**). This solicitation is conducted on behalf of the WDA by its administrative entity, Fox Valley Workforce Development Board, Inc., and pursuant to the requirements and conditions of the Workforce Investment Act (PL 105-220), enacted August 7, 1998, the implementing regulations, and the Policies and Procedures of the State of Wisconsin, Department of Workforce Development, Division of Employment & Training (DWD/DET).

The Workforce Investment Act Adult & Dislocated Worker Programs provide funds whose purpose is to:

Provide workforce investment activities that increase the employment, retention and earnings of participants, and increase occupational skill attainment by participants, which will improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nations economy.

Accordingly, this solicitation shall be used to carry out for eligible adults and dislocated workers programs that have the following elements:

- Provide for WIA Eligibility Determination for Intensive Services
- Comprehensive and Specialized Assessments
- Development of Individualized Employment Plans
- Case Management
- Individual Counseling and Career Planning
- Group Counseling
- Determine eligibility for Training Services
- Short term prevocational services to prepare individuals for employment or training, including: development of basic learning, communication, and interviewing skills (punctuality, personal maintenance skills, and professional conduct skills), and development of occupational literacy skills to complete a training program or class.
- Short-term prevocational activities for workers who possess a body of knowledge with specific skills, but lack occupational credential or require short-term continuing education or occupational training offerings.
- Adult Basic Education/ESL/Literacy as stand-alone service.
- Authorize and maintain documentation of training through On-the-Job Training,

Customized

Training and the issuance of Individualized Training Accounts (ITA's) (***The FVWDB, Inc. will reimburse training providers directly. No Training or Support Service funds will be contracted out.***)

- Provision of follow-up services, is for individuals receiving WIA intensive services and who are placed in unsubsidized employment, for not less than 12 months after program exit, as appropriate.
 - Provision to provide for customer feedback and measure customer satisfaction would be preferred.

. . . . For the following segments of the WDA WIA eligible population:

- Eligible adults and dislocated workers who are 18 years of age or older; are unemployed and unable to obtain employment through core services provided by the Job/Workforce Development Centers; who have been determined by the WIA case manager to be in need of more intensive services in order to obtain employment. See Part III B. for specific details.

. . . . Resulting in the following WIA outcomes for adults:

- Entry into Unsubsidized Employment – 80.0%
- Retention in Unsubsidized Employment – 95.8%
- 6 Month Average Earnings - \$11,688
- Attainment of Credential or Certificate (This outcome is not measured by DWD, however is still requested by DOL for information only. Because of this we are requiring that subcontractors continue to document this information.)
- Customer Satisfaction Criteria

. . . . Resulting in the following WIA outcomes for dislocated workers:

- Entry into Unsubsidized Employment – 90.4%
- Retention in Unsubsidized Employment – 95.7%
- Average Earnings – \$18,899
- Attainment of Credential or Certificate (This outcome is not measured by DWD, however is still requested by DOL for information only. Because of this we are requiring that subcontractors continue to document this information.)
- Customer Satisfaction Criteria

FVWDB is committed to promoting and improving the existing Job/Workforce Development Center (One-Stop) System currently in place in the Fox Valley Workforce Development Area. All contracted services relating to this RFP package are to be delivered through the existing centers, which are:

- Fox Cities Workforce Development Center
- Waupaca Area Job Center
- Waushara County Job Center
- Berlin County Job Center
- Fond du Lac Career Center
- Winnebago County Job Center

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Attachments

- Attachment 1 – Proposal Transmittal Form
- Attachment 2 – Budget Detail
- Attachment 3 – Program Planning Summaries
- Attachment 4 – Proposed Targeted Program Service Levels
- Attachment 5 – Signed Certification for Federal Assistance
- Attachment 6 – WIA Performance Standards
- Attachment 7 – Proposal Evaluation

PART I
BACKGROUND INFORMATION

DESCRIPTION OF THE AREA

The Fox Valley Workforce Development Area (FVWDA) is located in Northeast Wisconsin. It is located surrounding Lake Winnebago and consists of Calumet, Fond du Lac, Green Lake, Waupaca, Waushara and Winnebago Counties.

The 2012 final census population estimate for the six county FVWDA was 414,810. The highest populated county is Winnebago with an estimated 2012 population of 167,702 followed by Fond du Lac County with 101,955 residents. These two counties comprise 65% of the WDA population.

The principal communities, and major employment centers through this RFP include in the FVWDA: Appleton, Brillion, Chilton, and New Holstein in Calumet Co.; Fond du Lac and Ripon in Fond du Lac County; Berlin in Green Lake County; Waupaca, New London, and Clintonville in Waupaca County; Wautoma in Waushara Co.; and Menasha, Neenah, and Oshkosh in Winnebago County (Oshkosh being the largest FVWDA city, by population, with 66,325 residents).

Unemployment and Eligible Population

The FVWDA has been impacted by the economic downturn which began in 2008 and the area experienced a very high level of job loss and near historic unemployment levels. The entire area has been recovering through 2012. The unadjusted unemployment rate for the FVWDA as a whole for December 2012 was 6.0%. Individual counties as follows for the FVWDA in December 2012: Calumet Co. 4.9% ; Fond du Lac Co. 6.1% ; Green Lake Co. 7.7% Waupaca Co. 7.1% ; Waushara Co. 7.8% ; and, Winnebago Co. 5.7%. The manufacturing sector had been particularly hard hit in recent years with a large number of workers being dislocated due to mass layoffs or plant closings. However, during the past year the local economy continued to make a recovery, and employers are beginning to increase their employment levels, particularly in the manufacturing sector. Even with the current unemployment level, it is expected that a number of employers in the WDA will face labor shortages as the economy continues a recovery there continues to be a shortage of skilled/highly skilled workers, particularly in the manufacturing sector. Manufacturing represents 23% of jobs and is also the largest source of unemployment claims. However, the low-income/disadvantaged population still experiences skill shortages and severe difficulties in obtaining employment. This population group historically has been the last to benefit from increases in employment opportunities.

Fox Valley Workforce Development Board Profile

The FVWDB is comprised of a minimum of 31 members (with a majority from the private sector) appointed by the Chief Local Elected Officials from each of the six counties in the FVWDA. The FVWDB is comprised of the following standing committees: Executive, One-Stop Systems, Economic Development, and the Youth Council.

PART II
CONDITIONS OF SOLICITATION

A. General Conditions

The release of this RFP does not constitute an acceptance of any offer, nor does such release in any way or obligate FVWDB to execute a contract with any 227Offeror. The FVWDB reserves the right to accept or reject any or all offers on the basis of evaluation factors contained in Attachment 7 of this document, budgetary limitations, service to significant population segments, geographic distribution, needs of the area and other considerations. The FVWDB reserves the right to establish additional considerations or criteria for funding, as deemed necessary. Such considerations may be addressed through final contract negotiations.

Before preparing proposals, Offeror should note that the FVWDB will not be liable for any costs associated with the preparation of proposals or negotiation of contracts incurred by an Offeror.

Offerors must submit one combined proposal to serve both adult and dislocated workers (adult and dislocated worker services will be combined under one contract) and must specify the counties to be served. Case managers must be cross-trained to serve both adults and dislocated workers.

Contractors will be required to prove experience of WIA Case Management Services.

Proposals will be accepted from any private for profit agency, state or local unit of government, private non-profit organizations, or educational agency that can demonstrate the administrative capability to successfully provide the services identified in this RFP. Consortium proposals are not allowed. However, proposers are encouraged to collaborate and coordinate with other agencies on effective service delivery and should demonstrate such in the program narrative.

Upon submission all proposals, in their entirety, will become the property of the FVWDB.

The award of a contract for proposed services is contingent upon the following:

- Cost of the proposed program;
- Favorable review/evaluation of the proposal;
- Approval of the proposal by the appropriate Committee of the FVWDB and/or the Board;
- Successful negotiation of any changes to the proposal required by the FVWDB;
- Given the predominance of Microsoft Office in the market, FVWDB relies on Microsoft Office (2007) to conduct day-to-day operations. All agencies awarded WIA contracts are required to use software that is completely compatible with Microsoft Office 2007 as a baseline. In those cases where editing is required (e.g., draft forms) or electronic data is being provided (e.g., spreadsheet or database), compatibility means FVWDB staff will NOT have to go through extra steps to view documents from contractors nor to send documents to contractors. If a document is considered by FVWDB to be “read only”, a PDF version is adequate.

Provision of services specified in this RFP requires substantial knowledge and understanding of:

- Workforce Investment Act Title I – Public Law 105-220
www.doleta.gov/regs/statutes/wialaw.pdf
- WIA Final Rules – August 11, 2000
www.doleta.gov/usworkforce/finalrule.htm
- DWD/DET Workforce Programs Guide

http://www.dwd.state.wi.us/dwdwia/workforce_guide/pdf/wpg_toc.pdf

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- DWD/DET ASSET Users Guide

<http://dwd.wisconsin.gov/asset/manual/pdf/index.pdf>

- FVWDB, Inc. WIA State Plan 2011

www.foxvalleywork.org

- FVWDB labor market conditions and demographics

Successful proposers will be required to provide the FVWDB a copy of their agency/organization's most recent audit, including any findings, prior to the development of a contract for services. It is not required for this RFP submission unless the review team feels it is necessary.

Contracts developed under this solicitation will be between the FVWDB and the 228 Offeror for the expected time period of July 1, 2013 through June 30, 2014. All contracts are subject to change based on federal and state federal funding availability, or other factors beyond FVWDB control. The FVWDB reserves the right to renew a contract for a second year without re-solicitation.

B. Appeals

Each proposing agency whose proposal is reviewed by the appropriate FVWDB committee shall receive a written notice of approval or non-approval for the proposed project. Following the notification of awards any proposer or potential proposer who has a complaint concerning the issuance of this RFP, the evaluation of proposals received in response to this RFP or any matter relating to the method by which FVWDB secures subcontractors shall have an opportunity to discuss, with the administrative staff, the reasons for non-funding.

Any appeal or complaint must be filed in writing as a grievance with FVWDB pursuant to FVWDB's grievance procedure. Any appeal or complaint must identify any and all contested issues. Subjective interpretations by the review team are not subject to protest or appeal. Any decision regarding FVWDB's resolution of the grievance may be appealed to the DWD/DET. The written appeal must be filed with and received by the FVWDB no later than five (5) working days after the notice of awards are postmarked.

C. Program/Component Combinations

Workforce Investment Act Title I Adult and Dislocated Worker funding availability related to this solicitation are detailed in Part III, A of this document.

Offerors must submit one combined proposal for Adult & Dislocated Worker programs.

PART III
TECHNICAL DESCRIPTIONS

A. Fund Sources and Amounts

The estimated funds available for services solicited by the WIA Adult and Dislocated Worker Intensive Services RFP is estimated to be approximately **\$288,597**, of which **\$171,801** is WIA Dislocated Worker funding and **\$116,796** is WIA Adult funding. **These figures are estimates, as the FVWDB at the time of the RFP release had not been notified by the State of Wisconsin Department of Workforce Development of its PY 2012 WIA Adult and WIA Dislocated Worker Funding allocation.**

Funds may be used for:

- Staffing and staff support costs
- Participant follow up/retention services costs
- Administrative overhead (not to exceed 10%)

Funding for any project accepted through this RFP process is contingent upon the actual amount of funds being available to the FVWDB, Inc. through Title I of the Workforce Investment Act.

B. Participant Eligibility

The Workforce Investment Act defines eligible participants for intensive services as Adult participants who are:

- 18 years of age or older and earning less than 200% of federal poverty level (based on family size); and
- Are unable to obtain employment through core services provided through the Job/Workforce Development Center(s), and
- Have been determined by a one-stop employee to be in need of more intensive services in order to obtain employment; or
- Unemployed and in need of services to find employment; or
- Employed but in need of services to retain or obtain employment that allows for self-sufficiency.

The Workforce Investment Act defines eligible participants for intensive services as Dislocated Workers who are:

- 18 years of age or older; and
- Terminated or laid off, or has received notice of termination or layoff from employment and is unlikely to return to a previous industry or occupation; or
- Terminated or laid off or has received notice of termination or layoff from employment as a result of any permanent closure of any substantial layoff at a plant facility or enterprise, or
- Was self-employed, but is underemployed as a result of general economic conditions in the community which the individual resides or because of natural disasters, or displaced homemakers who were dependent on a family member's income which has ceased due to one or more of the above. This target group should be coordinated with other agencies which have funding for displaced homemakers, such as the Technical Colleges and;
 - (1) are unable to obtain employment through core services provided through the Job/Workforce Development Center(s), and

- (2) have been determined by a one-stop employee to be in need of more intensive services in order to obtain employment; or
- (3) Who are employed, but who are determined by a one-stop employee to be in need of services in order to obtain or retain employment that allows for self-sufficiency.

The FVWDB defines self-sufficiency for WIA Adults as earning more than 200% of Federal Poverty level (based on family size) and for WIA Dislocated Worker as obtaining at least 80% of dislocation wage.

C. Non-Duplication of Facilities/Services

Funds provided by this RFP shall only be used for activities which are in addition to those which would otherwise be available in the area in the absence of such funds. In addition, these funds shall not be used to duplicate facilities or services available in areas (with or without reimbursement) from Federal, State, or local sources.

D. Contract Characteristics

It is anticipated that cost reimbursement contracts will be awarded as a result of this RFP solicitation. Payments under this type of contract will be prorated among the cost categories of administrative overhead and program services. Successful subcontractor(s) will be reimbursed actual, allowable, and allocable costs not to exceed the maximums stated in contracts.

The subcontractor will be responsible for the eligibility of WIA participants in the program as well as the accurate and timely inputting of required data in the DWD computerized ASSET system. Subcontractors are also responsible for maintaining documentation for all costs incurred and charged against any contract resulting from this RFP solicitation.

As previously mentioned, individual agencies must submit one combined proposal to serve both adults and dislocated workers. **The proposer may not enter into subcontracts for proposed services.** Agencies and educational institutions working closely together to provide services may submit support letters.

It is anticipated that funds will be targeted to serve individual counties in proportion to County population as a percent of WDA population. For planning purposes, the FVWDB has projected service levels and resource availability as follows:

\$288,597 – Available PY 2013

COUNTY	DISLOCATED WORKER	ADULT	TOTAL
Winnebago	\$68,720	\$46,718	\$115,438
Calumet	\$22,334	\$15,183	\$ 37,517
Waupaca	\$17,180	\$11,680	\$ 28,860
Waushara	\$12,026	\$ 8,176	\$ 20,202
Fond du Lac	\$42,951	\$29,199	\$ 72,150
Green Lake	\$8,590	\$ 5,840	\$ 14,430
TOTAL:	\$171,801	\$116,796	\$288,597

E. Performance Standards

The percent and average earning amounts are projected target numbers and could change slightly depending on final DWD guidance. Successful proposers will be required to meet/exceed the performance standard levels required.

Adults:

- Entry into Unsubsidized Employment – 80.0%
- Retention in Unsubsidized Employment – 95.8%
- 6 Month Average Earnings - \$11,688
- Attainment of Credential or Certificate (This outcome is not measured by DWD, however is still requested by DOL for information only. Because of this we are requiring that subcontractors continue to document this information.)
- Customer Satisfaction Criteria

Dislocated Workers:

- Entry into Unsubsidized Employment – 90.4%
- Retention in Unsubsidized Employment – 95.7%
- Average Earnings – \$18,899
- Attainment of Credential or Certificate (This outcome is not measured by DWD, however is still requested by DOL for information only. Because of this we are requiring that subcontractors continue to document this information.)
- Customer Satisfaction Criteria

F. Period of Performance

Services will begin July 1, 2013 and end on June 30, 2014. The period of performance for services resulting from this solicitation is anticipated to be for a twelve (12) month period. Contracts resulting from the issuance of this RFP may be renewed on an annual basis for each of the next two years beginning July 1, 2013, at the discretion of the FVWDB or its designated committee. A third year, at the discretion of FVWDB, may be awarded if extenuating circumstances arise. This option would occur only for the convenience of FVWDB.

G. Program Activities

The proposal for WIA Adult and WIA Dislocated Worker Intensive Services must adhere to the following broad categories to provide the required design framework for Adult and Dislocated Worker Programs:

- (1) Provision of WIA Adult and WIA Dislocated Worker Eligibility Determination/ Objective Assessment of each participant, meeting requirements of WIA Section 134(d)(2)I including an initial assessment of academic and occupational skill levels, aptitudes, abilities, as well as supportive service needs of each participant.
- (2) Development of service strategies for each WIA participant, meeting requirements of WIA section 134(d)(3)I(ii), including both an employment goal and consideration of the assessment results for each participant; and
- (3) Services and Strategies that include self-sufficient employment as the ultimate goal.

Proposers are required to describe how they intend to meet the required above design framework and how each of the following program elements correspond with their overall design strategy.

- Selection & Enrollment Criteria
- Intake & Eligibility Determination
- Objective Assessment
- Orientation

- Case Management
- Service Delivery
- Follow-up/Retention Services
- Customer Satisfaction

PART IV

CONTRACT PAYMENTS AND REIMBURSEMENT PROCEDURES

A. Payment/Invoice Procedures/Reporting

1. Monthly Expenditure Report Form – The subcontractor will be reimbursed based upon submission of a Monthly Expenditure Report Form. This form will be due in the FVWDB office no later than the **10th** working day following the end of the month for which reimbursement is requested. Financial sanctions may be imposed for failure to meet reporting deadlines. All contract payments will be made to the subcontractor. The successful proposer (program operator) is responsible for providing services specified in proposal. **Subcontracting is not allowable.**
2. Based on TEGL 5-06 issued by DOL, any individual who is employed by the recipient or sub recipient receiving salary, wages, or bonus (no fringe benefits included, or non-monetary compensation, such as a car or cell phone) can not exceed the amount at Federal Executive Level II - \$172,200 per annum. See TEGL 5-06 for further information.

B. Reporting

1. The program operator shall keep complete and accurate records of all phases of program operation. These records are subject to review and or audit by the FVWDB and or DWD – DET.
2. The program operator is responsible for ensuring that its staff is adequately trained. Staff should possess the following skills: people/communication skills to assist customers both on-site/by telephone, high level of skill with Microsoft Internet Explorer in order to assist with creation of email accounts/internet job searches/uploading of resume materials/labor market information and research, etc., ability to assist customers with professional resume development, Microsoft Office 2003 and 2007 proficiency, and the ability to lead on-site workshop sessions not all staff need to have the capability to provide/ lead workshops as long as the bidder identifies some staff who have the ability to successfully provide workshops, either on site or through video conferencing. Staff should also possess a basic understanding of computer technology to assist with tasks such as: tutorial installation, monitoring of updates for operating system/anti-virus software, and coordination of higher level IT needs with the FVWDB office.
3. The program operator shall be responsible for completing any and all required WIA eligibility determination forms as well as gathering and maintaining all eligibility documentation. The program operator shall bear complete responsibility for any disallowed costs associated with the expenditure of WIA funds on ineligible participants.
4. The program operator is responsible for ensuring that its staff is adequately trained in the DWD ASSET reporting system. Subcontractors will be responsible for the timely and accurate reporting of participant information into ASSET. Each program operator is responsible for monitoring their own worksites. 100% of worksites must be monitored by the program operator.

PART V
PROPOSAL INSTRUCTIONS

General Format

Proposals must be prepared and sequenced in accordance with instructions outlined as follows. When completed, proposals are to be assembled as follows: (One combined proposal must be submitted for WIA Adult and WIA Dislocated Worker Intensive Services – **Separate proposals will NOT be accepted**).

1. Proposal Transmittal Form (Attachment 1)
2. Program Purpose
3. Statement of Work
4. Goals and Objectives
5. Program Methodology
6. Program Overhead/Management Plan
7. Budget Detail – Must use the attached Budget Spreadsheet
8. Attachments – Include following completed attachments with proposal:
 - Attachment 2 – Budget Detail
 - Attachment 3 – Program Planning Summaries
 - Attachment 4 – Proposed Targeted Program Service Levels
 - Attachment 5 – Signed Certification for Federal Assistance
 - Attachment 6 – WIA Performance Standards
 - Attachment 7 – Proposal Evaluation

Proposals must be received no later than 12:00 p.m. on March 29, 2013 electronically to arivera@fwwdb.com. Proposals will only be accepted by e-mail, in MS Office 2007 format. Proposals received after this time and date will not be considered by FWWDB. Timely receipt of proposals is the sole responsibility of the Offeror. Proposals will not be accepted by U.S. mail, commercial delivery, hand delivery with the exception of pages that require a signature; those can be mailed or delivered.

Statement of Work

In describing proposed program design and plan of service, please address the following:

- A. **Proposal Transmittal Form**: See Attachment 1.
- B. **Program Purpose**: Indicate the type of agency (e.g. for-profit, non-profit, etc.) proposing the program, the program services that are being proposed, the geographic area (county(ies)) in which services will be provided, and Job/Workforce Development Center from which services will be provided.
- C. **Statement of Work**: Describe problems/needs of participants to be served and how the proposed strategy will address need(s). Provide any relevant supporting labor market information data as evidence of need/and proposed strategy. Describe your agency's knowledge of the needs of area employers, services provided by local Job/Workforce Development Centers, and the interaction of the two.
- D. **Goals and Objectives**: Identify goals and objectives of program. Include geographic areas you are proposing to serve (i.e. counties and Workforce Development Centers from which services will be provided). Objectives must be measurable, quantifiable, and include timetables for completion. Objectives must include the number of participants that will receive intensive services and the number of participants that will receive training services. In addition, this section must include

objectives for the achievement of the appropriate Performance Standards (see Attachment 5 for calculation of standards).

Intensive Services Overview

With this procurement, the FVWDB is seeking to secure services which prepare economically disadvantaged adults and dislocated workers for participation in the labor force by increasing their occupational and educational skills, resulting in improved long-term employability, increased employment and earnings, and reduce dependency on other supportive programs.

The Act authorizes “intensive” services for unemployed individuals who are not able to find jobs through core services alone and who do not meet the FVWDB’s definition of “self-sufficient”.

Intensive services will include comprehensive assessments, development of individual employment plans, group and individual counseling, case management and short-term pre-vocational services and adult basic education services.

In cases where qualified customers receive intensive services and are still unable to find employment, they may receive training services which are directly linked to job opportunities in their local area. These services may include occupational skills training, on-the-job training, skill upgrading and retraining, customized training, and adult education and literacy activities in conjunction with other training. For purposes of this procurement, FVWDB is not seeking to fund training providers. However, successful bidders will be responsible for the activities that lead to determination of training as an appropriate activity for an eligible individual, the issuance of an Individual Training Account (ITA) and subsequent follow-up with the participant.

WIA provides a comprehensive array of program services which can be applied to individuals, as needed, in order to achieve positive outcomes. Applicants are encouraged to use innovative methods to ensure that eligible participants receive services that create lasting, positive change.

Performance Measures also will be established relating to customer satisfaction of both participants and employers.

E. Program Methodology

1. Program Description

Each proposer must address the following:

a) Intake and Eligibility Determination: Each proposer is required to provide, and document, WIA eligibility, and objective assessment services.

- A description of who will do the eligibility determination and where it will be done is required. A personal interview of each participant is required.

Intake is comprised of three phases: Eligibility documentation gathering, assurance that core services were provided, and certification of eligibility. During the first phase it will be the WIA Case Manager’s responsibility to insure that all documents needed to substantiate WIA eligibility are gathered. In the second phase, it must be documented that the participant has received at least one core service. Documentation should be submitted to appropriate WIA staff for the second phase: review, verification, and WIA registration/certification. Enrollment cannot occur until the individual has met the WIA eligibility criteria and has been officially certified as WIA eligible. If an applicant is WIA eligible and determined to benefit from program/intensive services, then the applicant should be enrolled into the WIA system.

At this point the applicant becomes a “participant.” The participant will be subject to performance criteria.

- Proposers must maintain individual participant files for eligibility as outlined in the Fox Valley Workforce Development System (FVWDS) Case File Organizational

System model and maintain, at a minimum, the following:

- Age Verification
- Residential Verification
- Income Verification
- Selective Service Registration Verification
- Public Assistance Verification
- Disability Verification
- Foster Care/Group Home Resident verification
- Verification of Educational Status & Barriers to Employment
- Homeless Verification
- Application for Services
- Completed Eligibility Determination Form (provided by DWD)
- WIA Rights & Responsibilities Form
- Grievance Form
- Release of Confidential Information Form, and
- Any other information required by DWD/DET
- Social Security Number Verification
- Employment Authorization (Alien resident)

b) Selection and Enrollment Criteria – Describe how you will provide a continuous flow of services to participants beginning with recruitment to program exit and follow-up/retention. Describe outreach, recruitment, and selection procedures for participants and how this process will involve Job/Workforce Development Centers. Describe methods by which referrals will be selected for enrollment in intensive services including forms preparation and flow.

c) The Objective Assessment will include:

- ❑ **Basic Skill Assessment** – a formal assessment will be administered. Work Keys Math –this assessment involves applying mathematical reasoning, problem-solving techniques, addition, subtraction, multiplication, division, fractions, money, time, calculators. Work Keys Reading – this assessment involves word recognition, spelling, word forms, common information, phonograms, vocabulary, sentence parts, and text comprehension.
- ❑ **Employability Review** – The individual conducting the eligibility determination/assessment will, in conjunction with the participant, review his/her employability status, including such things as health issues/limitations, legal issues pending or imminent which may affect ones employability/ ability to get employment, and other employability issues such as family problems, transportation limitations, shift work limitations or other issues which may impact the individuals employability.
- ❑ **Occupational Skills/Prior Work Experience** – a prior work history and occupational skills form will be completed by the participant and reviewed with the individual conducting the assessment.
- ❑ **Interests** –Work keys Fit this assessment provides an interest inventory.
- ❑ **Aptitude** – Locating information: this skill involves finding, extracting, understanding and using information that is not in the form of normal text. These types of documents include charts, graphs,

tables, forms, maps and drawings. This assessment is optional.

- ❑ **Supportive Service needs** – Supportive Service needs will be reviewed with participants to determine their need of such to participate in training.

In all instances, whenever acceptable assessment results are available, they should be utilized in lieu of re-testing. The information garnered from the objective assessment will be utilized to develop individual service strategies/employment plans for each participant in intensive services.

- d) **Target Group Service Levels**: Indicate total number of participants planned to be served in each component; complete attached demographic chart, Attachment 3.
- e) **Orientation**: Describe how enrollees will be informed of program services and how their specific needs and interests will be determined. Describe when and how an orientation to non-traditional occupations is provided. The objective assessment is required prior to any service provision.
- f) **Case Management**: Describe your case management strategies (e.g., frequency/level of contact between case manager and participant).
- g) **Service Delivery**: Describe your criteria for transitioning participants from core to intensive services and the criteria for transitioning participants from intensive to training services. Explain activities used to determine appropriate training for participants.
- h) Describe additional Intensive Services you are proposing to provide to individuals.
- i) Describe your system for follow-up/retention services and the frequency of contact of participants. Describe who will conduct follow-up services.
- j) All funded projects will be required to utilize customer satisfaction information for continuous improvement of program activities. Describe how your program will include this component.
- k) **Participant Flow**: Briefly (using a diagram) describe the flow of participants from selection/enrollment through placement/retention and interactions with Job/Workforce Development Centers.

2. Coordination

Describe how you will provide additional employment and training services and support services for WIA participants. Describe how the proposed Intensive Services will coordinate with other Job/Workforce Development Center activities necessary to foster sharing of information and avoiding duplication of effort.

3. Staffing

Indicate key staff that will be assigned to the proposed program by title, name, qualifications (education & work experience), function, and amount of time assigned, by center location.

4. Facilities

Briefly describe facilities where program is to be principally operated; include size, location, accessibility and any special features relevant to the program. Describe the extent to which satellite sites are utilized. It is expected that services will be provided from Job/Workforce Development Centers. Describe the extent to which services will be provided from the Job/Workforce Development Centers.

- F. **Program Monitoring:** Describe the system(s) in place to ensure participants receive the services determined necessary by their employment plan assessment and Individual Employment Plan. Indicate how the system in place will accurately track and monitor services provided and participant progress.

Describe the methods and frequency with which off-site training (work experience sites, on-the-job training sites, etc.), will be monitored by staff, together with basic procedures for monitoring reports and resolution/correction action. Proposers must indicate who will be monitoring sites and how often. Attach a copy of the monitoring form to be utilized.

- G. **Program Overhead/Management Plan:** Describe if proposing agency is private for profit, private non-profit, educational institution, or public (government). In this section, offerors should describe their overall Program/management plan for proposed program, especially as it relates to meeting objectives and ensuring quality services. In this description, please include following:

1. **Supervision:** Indicate supervisory level through an organizational chart with supporting narrative lines of authority and responsibility related to proposed program. Include direct program staff, supervisor(s), manager(s), and administrative support staff.
2. **Fiscal Controls and Accounting:** Please attach copies of policies and procedures for:
 - a. Cash receipts and disbursements
 - b. Purchasing
 - c. Property management
 - d. Payroll policy
 - e. Travel policy
 - f. Cost allocation, including provisions for multiple funding sources
3. **Record Keeping:** Indicate type and location of participant records, including documentation of WIA eligibility. Proposers will be required to input participant information into the DWD ASSET computerized system as well as the maintenance of hard copies of participant case management files. Hard copy participant files must be organized using the Fox Valley Workforce Development System (FVWDS) Case File Organizational System.

- H. **Budget Detail**

Each proposal must include a detailed line item budget subdivided into two cost categories of Administrative Overhead & Program Services. **It is mandatory to use the attached budget spreadsheet (See Attachment 2).** If you are unable to utilize the spreadsheet off the website please email arivera@fvwdb.com and you will be e-mailed the spreadsheet.

BUDGET DETAIL

For Information Only (See Attachment 5 for the actual budget form)

<u>Administrative Overhead:</u>	
Staff Wages:	Indicate staff wages provided, dollar amount and percent paid for <u>each position</u> .
Staff Fringes:	Indicate type of fringe benefits provided staff, dollar amount and percent paid for each benefit, <u>by each position</u> .
Staff Travel:	Indicate total number of miles to be traveled and reimbursement rate.
Materials/Supplies:	Indicate type, amount, and cost.
Equipment:	Indicate type, purpose, and cost for each item.
Facilities:	Rent and utilities.
Communications:	Telephone expenses, postage, etc.
Photocopying/Printing:	Specify photocopying and printing expenses.
Insurance/Bonding:	Specify amount and purpose.
Consultants/Legal Services:	Specify amount and purpose.
Accounting/Audits:	Specify & itemize.
Other Costs:	Specify & itemize.
Administration Subtotal:	Sum of above items.
% of Total Costs:	Specify percent of total project costs this category represents. Administrative overhead is limited to a maximum of 10% of total program costs.

BUDGET DETAIL (continued)

For Information Only (See Attachment 5 for the actual budget form Additional lines may be added as needed)

<u>Program Services:</u>	
Staff Wages:	Indicate amount of time, <u>in hours</u> , and hourly rate of <u>reimbursement</u> incurred for <u>each position</u> (full-time and part-time positions). Identify each position for which WIA funds will be used <u>and JC location served</u> by each individual.
Staff Fringes:	Indicate type of fringe benefits provided staff, dollar amount and percent paid for each benefit, by <u>each position</u> .
Staff Travel:	Indicate total number of miles to be traveled and indicate type, amount and cost.
Materials/Supplies:	Specify cost
Equipment:	Indicate type, purpose, and cost for each item
Marketing Materials:	Specify type, purpose and cost
Communications:	Telephone expenses, postage, etc.
Photocopying/Printing:	Specify photocopying and printing expenses
Insurance/Bonding:	Specify amount and purpose
Consultants/Legal Services:	Specify amount and purpose
Program Services Subtotal:	Sum of above items
% of Total Costs:	Specify percent of total project costs this category represents.
TOTAL PROGRAM COST:	

**FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.
PY 2013 ADULT AND DISLOCATED WORKER SERVICES
PROPOSAL TRANSMITTAL FORM**

OFFEROR

Organization
Address
City/State/Zip
Telephone
Contact Person
Title

Counties to be served:

Type of Program:

Total funds requested: \$

Program Synopsis (paste into field):

OFFEROR'S CERTIFICATION

Certification and Adjustments: When a cost analysis is necessary and there is inadequate price competition, offeror must certify that to best of its knowledge and belief, cost data are accurate, complete, and current at time of agreement of price. Awards or modifications negotiated in reliance on such data should provide awarding agency (the Fox Valley Workforce Development Board, Inc.) a right to a price adjustment to exclude any significant sum by which price was increased because awardee had knowingly submitted data that were not accurate, complete and certified.

I, _____, hereby certify that I am legally and duly authorized to submit this proposal on behalf of _____ that information contained herein is true and correct to best of my (our) knowledge; and that prices for services offered herein are firm and effective through close of business on _____.

SIGNED, this ____ day, _____, 2013

Signature

Title

Witness _____

Attachment 2

The budget posted below is a partial representation of the actual spreadsheet. In order to take advantage of the formulas built into the spreadsheet, click [here to download](#) a copy and submit it with your overall proposal electronically.

BUDGET DETAIL

Name of Subcontractor:						
Program Year:	JULY 1, 2013 -- JUNE 30, 2014					
Staff Wages:	Hourly Rate	Number of Hours	Program Services Subtotal	Number of Hours	Program Overhead Subtotal	Total
Supervisor:	\$0.00	0.00	\$0	0.00	\$0	\$0
Staff	\$0.00	0.00	\$0	0.00	\$0	\$0
Staff	\$0.00	0.00	\$0	0.00	\$0	\$0
Staff	\$0.00	0.00	\$0	0.00	\$0	\$0
Staff	\$0.00	0.00	\$0	0.00	\$0	\$0
Staff	\$0.00	0.00	\$0	0.00	\$0	\$0
Staff	\$0.00	0.00	\$0	0.00	\$0	\$0
Staff	\$0.00	0.00	\$0	0.00	\$0	\$0
Wages Subtotal:		0.00	\$0	0.00	\$0	\$0
Fringe Benefits:	% Fringe Benefits		Staff Wages Total x % Fringe Benefits			Total
Supervisor:	%		\$			\$
FICA						
Pension						\$0.00
Health						\$0.00
Disability Insurance						\$0.00
Life Insurance						\$0.00
Unemployment Insurance						\$0.00
Workers Comp. Ins.						\$0.00

INSTRUCTIONS FOR COMPLETING WIA PROGRAM PLANNING SUMMARY:

Complete Program Planning Summary for your proposal (one for the Adult program and a separate form for Dislocated Worker program).

Identify agency submitting proposal, agency address, and contact person directly involved in preparing planning summary, a telephone number, a fax number, and e-mail address where the contact person can be reached.

All numbers must be cumulative. Numbers in each succeeding quarter must be the same or larger than previous month. If no additional increases are planned in successive months, the last month's entry should be carried into each month through June 30, 2014.

Program Planning Summary definitions for enrollments, exits, global exclusions, and follow-up services can be found in the DWD WIA Adult and WIA Dislocated Worker Program Guides as well as being described in the Workforce Investment Act and the Final Regulations (see website locations on page 7 & 8 of this RFP).

- Enter planned total expenditures (\$) for each quarter. Total expenditures must equal the sum of Administrative Overhead and Program Services dollars.
- Enter planned amount of administrative overhead (\$) for each quarter.
- Enter planned amount of program services dollars (\$) for each quarter.
- Enter total enrollments (this is the sum of PY012 active carry-in and new enrollments).
- Enter the total number of WIA Adult & WIA Dislocated Worker participants to be carried in from PY12 (ending June 30, 2012) into July 2013 (PY13); this number should be entered in the July column. The number used in July 2013 is used in each succeeding reporting quarter.
- Enter the number of new enrollments.
- Number enrolled in Training Services – Enter the number of individuals enrolled in training. For the month of July this includes PY12 carry-in as well as new individuals enrolled in training for July. Each month thereafter the number is a cumulative number (individuals enrolled in training from previous quarter plus new training enrollments that quarter).
- Enter the number of individuals working in unsubsidized employment at time of exit.
- Enter other non-positive exits (individuals not employed at time of exit).
- Enter global exclusion exits.
- Enter total program exits each quarter. This number is the sum of the above three bullet lines.
- Enter the number of individuals in follow-up services carried-in from PY12 (exited in PY12).
- Enter active caseload at end of quarter. This number is the difference between Total Enrollments and Total Exits.

PY2013 WIA ADULT PROGRAM
July 1, 2013 – June 30, 2014
Program Planning Summary

Proposer Name:

Address:

Contact Name:

Telephone # () Fax # ()

E-mail Address:

	JULY 31 2013	SEPT 30 2013	DEC 31 2013	MAR 31 2014	JUNE 30 2014
Total Expenditures	\$	\$	\$	\$	\$
Administrative Overhead	\$	\$	\$	\$	\$
Program Services	\$	\$	\$	\$	\$
ACTIVE/OPEN CASELOAD					
Total Enrollments					
PY2012 Active Carry-In					
New Enrollments					
Number enrolled in Training Services					
PROGRAM EXITS					
Working in unsubsidized employment at time of exit					
Other exits (non-positives)					
Global exclusion exits					
Total Exits					
FOLLOW-UP SERVICES					
Follow-up services carry-in (exited in PY12)					
Follow-up services (new exits in PY13)					
Total in Follow-up Services					
Attainment of Credential/Certificate					
Active caseload at end of quarter					

PY2013 WIA DISLOCATED WORKER PROGRAM
July 1, 2013 – June 30, 2014
Program Planning Summary

Proposer Name:
Address:
Contact Name:
Telephone # () Fax # ()
E-mail Address:

	JULY 31 2013	SEPT 30 2013	DEC 31 2013	MAR 31 2014	JUNE 30 2014
Total Expenditures	\$	\$	\$	\$	\$
Administrative Overhead	\$	\$	\$	\$	\$
Program Services	\$	\$	\$	\$	\$
ACTIVE/OPEN CASELOAD					
Total Enrollments					
PY2012 Active Carry-In					
New Enrollments					
Number enrolled in Training Services					
PROGRAM EXITS					
Working in unsubsidized employment at time of exit					
Other exits (non-positives)					
Global exclusion exits					
Total Exits					
FOLLOW-UP SERVICES					
Follow-up services carry-in (exited in PY12)					
Follow-up services (new exits in PY13)					
Total in Follow-up Services					
Attainment of Credential/Certificate					
Active caseload at end of quarter					

TARGETED PROGRAM LEVELS

WIA TITLE I ADULT & DISLOCATED WORKER SERVICES PY 2013

Proposed Services to Significant Segments of WIA Eligible Population

Target Groups	Incidence in Population	Planned Level of Service (Adult)		Incidence in Population	Planned Level of Service (Dislocated Worker)	
		Number	%		Number	%
EPS GROUPS	%	Number	%	%	Number	%
1. FEMALES						
2. MINORITIES						
3. DISABLED						
4. HIGH SCHOOL DROPOUTS						
5. DISPLACED HOMEMAKER	NA	NA	NA			
6. TOTAL NUMBER TO BE SERVED	100%			100%		
COUNTY	NUMBER			NUMBER		
1. CALUMET						
2. FOND DU LAC						
3. GREEN LAKE						
5. WAUPACA						
6. WAUSHARA						
7. WINNEBAGO						
8. TOTAL NUMBER TO BE SERVED						

INSTRUCTIONS FOR COMPLETION OF THIS FORM

• **Complete only one (1) form for both Adult & Dislocated Worker programs**

• EPS Groups (Lines 1 – 5): Identify the number and percent of each specified target group to be served. Line 6 is the sum of lines 1 – 5, total percent served must equal 100%.

• County (Lines 1 – 8): Indicate the number of individuals proposed to be served by County. Line 8 is the sum of lines 1 – 7 and must equal the total number in line 6 from EPS Groups.

CERTIFICATIONS FOR FEDERAL ASSISTANCE

PART A: Certifications Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 25, 1988 Federal Register (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the issuing office.

(a) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and (4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The prospective primary participant further agrees by submitting this proposal that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions (see Appendix A of Subpart D of 43 CFR Part 12):

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace

This certification is required by the regulations implementing the drug-free workplace requirements for Federal grant recipients under the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D). A copy of the regulation is available from the issuing office.

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employee for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will (1) abide by the terms of the statement; and (2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted: (1) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant;

Place of Performance (Name of location, street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Part D: Certification Regarding Lobbying - Certification for Contracts, Grants, Loans, and Cooperative Agreements

This certification is required by Section 1352, title 31, U.S. Code, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions."

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 any 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 accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

Name of Organization:

Typed name and title of authorized representative:

Signature of authorized representative

Date

WIA Performance Standards – Adult

Entered Employment Rate:** The number of adults who are employed in the first quarter after exit divided by the number of adults who exit during the quarter.

Employment Retention Rate: The number of adults who are employed in the first, second, and third quarters after exit divided by the number of adults who exit during the quarter.

Average Earnings: The total participant earnings in the second quarter + total participant earnings in the third quarter after exit divided by the number of adults who exit during the quarter.

Attainment of a Certificate/Credential: The number of adults, who received a training service, were employed in the first quarter after exit and received a certificate/credential by the end of the third quarter after exit divided by the number of adults who exit during the quarter.

WIA Performance Standards – Dislocated Worker

Entered Employment Rate:** The number of dislocated workers who are employed in the first quarter after exit divided by the number of dislocated workers who exit during the quarter.

Employment Retention Rate: The number of dislocated workers who are employed in the first, second, and third quarters after exit divided by the number of dislocated workers who exit during the quarter.

Average Earnings: The total earnings in the second quarter + total earnings in the third quarter after exit divided by the number of dislocated workers who exit during the quarter.

Attainment of Certificate/Credential: The number of dislocated workers, who received a training service, were employed in the first quarter after exit and received a certificate/credential by the end of the third quarter after exit divided by the number of dislocated workers who exit during the quarter.

WIA Common Performance Measures – Adult and Dislocated Worker

Entered Employment Rate:** The number of individuals who are employed in the first quarter after exit divided by the number of dislocated workers who exit during the quarter.

Employment Retention Rate: The number of individuals who are employed in the first, second, and third quarters after exit divided by the number of dislocated workers who exit during the quarter.

** : Applies to individuals who are considered 'unemployed' at participation.

**FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.
PY 2013 PROPOSAL EVALUATION FORM/RATING SHEET**

**WORKFORCE INVESTMENT ACT (WIA)
ADULT & DISLOCATED WORKER INTENSIVE SERVICES**

Name of Proposer:		
Reviewer:		
TO BE COMPLETED BY FVWDB OFFICE:		
	YES	NO
1. Electronically submitted to Fox Valley Workforce Development Board, Inc. (FVWDB) on or before date and time established in Request for Proposal.		
2. Proposal is signed by an individual authorized to enter into binding financial agreement, and is witnessed.		
3. Proposal follows prescribed format: <ul style="list-style-type: none"> • Transmittal Form • Proposal is from a single agency • Completed/Signed Debarment/Suspension Form • Program Purpose • Statement of Work • Goals and Objectives • Program Methodology • Budget • Attachments 		
TOTAL POINTS:	Total # of Points	
Proposal Review Points		
Past Performance Points		
FVWDB Fiscal Review Points		
Total Points Awarded for all Sections		

*The complete Evaluation Form/Rating sheet will be available March 18, 2013 via the Fox Valley Workforce Development Board Website.

FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.

DRAFT DOCUMENT RETENTION POLICY

The following is a listing of documents and the corresponding amount of time they should be retained. Any documents exceeding the time frame shown below should be destroyed unless they are part of an ongoing audit or litigation; the retention period 'start' date will begin once the audit/litigation is completed. If there is a pending or ongoing audit, the destruction of documents during that time frame must cease until given permission by the CEO to resume destruction.

Accounts Payable Ledger Records	7 years
Accounts Receivable Ledger Records	7 years
Bank Deposit Records	7 years
Bank Statements	7 years
Bank Reconciliations	7 years
Bill Stubs / Receipts / Invoices	7 years
Check Records	7 years
Contracts	6 years after termination
Expense Reports (Employees)	7 years
Participant / Program	7 years
Financial Statements (Audited)	Permanently
General Journal / Ledger	Permanently
Licenses / Permits	Permanently
Tax Returns	Permanently

Any questions on items not on the list, please consult with Fiscal or the CEO to determine if the document should be retained.



**WORKFORCE DEVELOPMENT
BOARD, INC.**
An Investment in Today's Workforce for Tomorrow's Future

FISCAL MONITORING GUIDE

The purpose of this guide is to review the expenditures and the contractors' administrative procedures and financial management practices as they apply to the contract of the FVWDB Subgrantees. This monitoring process is separate from the Grant/Contract Provision monitoring conducted by FVWDB.

Contractor Name: _____ Date: _____

Name(s) of Contractor staff participating in the review:

Name of WDB staff conducting review:

Robert R. Friedl, CFO

Date of Monitoring: _____

Monitored by: _____

Program Operator: _____

Contract Number: _____

Dollar Amount of Award: _____

Term of Contract: _____

EIN Number of Subgrantee: _____

DUNS Number of Subgrantee: _____

PREVIOUS FINDINGS:

From Monitoring Report Dated: _____

Listed below are the previous findings and corrective measures utilizing the 4 C finding structure recommended by the DOL; Condition, Criteria, Cause, and Corrective Action.

1. _____

2. _____

3. _____

I. GENERAL

Is a copy of the contract available to staff members?

____ Yes ____ No

Is a copy of the Policy and Procedures Manual available also? ____ Yes ____ No

Has a query been made for A-133 compliance/findings at <http://harvester.census.gov/sac>?
(state results of query in Notes section of Monitoring Guide) ____ Yes ____ No

Has the most recent fiscal year end IRS Form 990 been received? ____ Yes ____ No

Has the most recent Audit Report as prepared by independent auditors been received?
____ Yes ____ No

II. PROHIBITION OF FRAUD AND ABUSE

A. Is there a separate file for each contract? ____ Yes ____ No

B. Are separate records maintained for each program? ____ Yes ____ No

C. Are work permits filed for all youth under age 18? ____ Yes ____ No

D. Do WIA funds finance non-WIA activities? ____ Yes ____ No

E. Are Individual Training Account dollars enough? ____ Yes ____ No

F. Are support payments documented? ____ Yes ____ No

G. Does a listing of all programs administered by Agency exist? ____ Yes ____ No

H. Does agency have an approved procurement policy? ____ Yes ____ No

I. Are purchases over \$5,000 made? ____ Yes ____ No

III. INSURANCE AND LIABILITY REQUIREMENTS

	Carrier	Covers	Amount	Exp Date
Worker's Compensation	_____	_____	_____	_____
Participant Accident	_____	_____	_____	_____
Liability	_____	_____	_____	_____
Bonding	_____	_____	_____	_____

Please include a copy of your most recent certificate.

IV. ALLOWABLE COST DETERMINATION

Cost Allocation:

Is the Cost Allocation Plan current and adequately documented? Obtain a copy of the Cost Allocation Plan. Was the Cost Allocation Plan prepared in compliance with OMB A-87?

Are actual allocations made in accordance with the Cost Allocation Plan? Obtain copy of worksheets for all allocations made in one month.

Is the actual cost allocation process properly documented, including reflection of the proper funding sources and cost categories? (PPM II B.4, II F)

How are costs allocated between WIA and ARRA activities?

Are Costs accorded consistent accounting principle treatment?

Does an adequate accounting system exist to support claims? Please provide a brief description of the system.

Is other information needed to support claims by the agency?

Has the Contractor complied with the audit requirements?

Do you have an approved written cost allocation plan? ☐ Yes ☐ No

Is the written cost allocation plan current? ☐ Yes ☐ No

Are actual allocations made in accordance with the plan? ☐ Yes ☐ No

Does it explain the methods of cost distribution? ☐ Yes ☐ No

Does it justify these methods? ☐ Yes ☐ No

Attach copy of cost allocation plan * Trace a cost allocation.

Cash Disbursements

Are invoices compared to purchase order and packing slip? ☐ Yes ☐ No

Are invoices checked for accuracy? ☐ Yes ☐ No

Are invoices stamped "PAID" to prevent duplicate payments? ☐ Yes ☐ No

Are payments to vendors made on time? _____ Yes _____ No

Are checks ever drawn for "CASH"? _____ Yes _____ No

Does documentation accompany checks for signature? _____ Yes _____ No

Does the individual authorizing disbursements review the expense for reasonableness and allow ability? _____ Yes _____ No

Are checks ever held after printing? _____ Yes _____ No

Are your checks pre-numbered? _____ Yes _____ No

How many signatures are required on your checks? _____

Who signs checks? _____

How are blank checks stored? _____

*** Trace a cash disbursement.**

Payroll

How payroll is programmatically recorded? _____

*** Trace a payroll distribution.**

Travel

How travel is programmatically recorded? _____

*** Trace a travel distribution.**

V. REPORTING REQUIREMENTS

Are reports prepared on an accrual basis? _____ Yes _____ No

How are accruals calculated for month end reports? _____

Compare a month end report to the WDB to the books of account.

VI. CASH RECEIPTS

Are payment requests based on actual expenses? _____ Yes _____ No

Are receipts from the WDB deposited on the day they are received? ☐ Yes ☐ No

Are bank statements reconciled monthly? ☐ Yes ☐ No

How is cash receipts programmatically recorded? _____

* **Trace a cash receipt.**

VII. PROPERTY MANAGEMENT

Have you purchased any tangible property with a useful life of more than one year and costing \$5,000 or more with program funds? ☐ Yes ☐ No

Do you maintain a listing of items purchased with program funds? ☐ Yes ☐ No

How property management is programmatically recorded? _____

VIII. SALARY AND BONUS LIMITATIONS

Are you aware of the Salary and Bonus Limitations per TEGL 5-06? ☐ Yes ☐ No

Are you in compliance of the Limitations? ☐ Yes ☐ No

IX. OTHER QUESTIONS

Were all invoices submitted to the Fox Valley Workforce Development Board by the 10th of the next month for each expense incurred?

Did you purchase any one supply and/or equipment of over \$5000 with the WIA grant?

Is a physical inventory conducted to reconcile property listing annually?

Are you aware of the requirements for disposition of program property?

Did your most recent audit contain any findings and/or questioned costs?

Is the location where services are provided handicapped accessible?

Did the contractors most recent audit contain any findings and/or questioned costs? If yes - have the findings or questioned costs been resolved?

Resource Sharing Agreements

Is the agency a partner in a Job Center? If so, indicate the locations.

Does a Resource Sharing Agreement exist among the Job Center Partners? How have shared costs been defined?

What common shared costs with Job Center Partners are included in the Resource Sharing Agreement?

What methodology is being used to identify and to spread costs to partners benefiting from the programs?

How is it determined that partners/programs contribute the value of their fair share?

Property Registers

Is a property register maintained (PPM III, 1.2)? Review property register. Is the register updated annually?

Internal Fiscal and Administration

Does the Contractor have a copy of the FVWDB Financial Procedures Manual and Procurement Policy? (If not please give contractor a copy)

Do written Fiscal Procedures exist for your organization? Obtain a copy.

Do written Personnel Policies exist for your organization? Obtain a copy.

Do the Personnel Policies include?

- Conflict of Interest/Code of Conduct – yes_____ no_____

Do written Procurement Policies exist for your organization? Obtain a copy

- Is there a provision for Procurement of Goods or Services from a Related Party (including a member of the Board of Directors) requiring a formal RFP Process (minimum of 3) regardless of the dollar amount involved?
- A Procurement process for goods and services over \$5,000; minimum of 3 RFPs?

Fraud and abuse prevention through maintenance of sufficient and adequate records – yes_____ no_____

Restriction on support of political/sectarian activities - yes_____ no_____

Who has signatory authority for signing agency contracts?

How long does the contractor keep records and or documents pertinent to FVWDB agreements including financial and participant information records?

Insurance Policies

Does the contractor have liability insurance -including general liability and Directors and officers are applicable? Obtain copies of certificates.

Is the contractor bonded? Amount of bonding must be the lower of \$100,000 or the amount of the highest monthly expenditure for the present grant year.

How is Program income handled?

Has the Agency submitted Invoices in a current and timely fashion?

Does the contractor need technical assistance on process and content for submitting invoices?

Does the agency have an affirmative action plan (if 10 employees or more)? If the contractor has 9 or fewer employees do they have an equal opportunity policy?

Is the location where services provided handicapped accessible?

If area where services are provided is not accessible, is there an alternate service location available when needed?

If area where services are provided is not accessible is there a plan to establish an accessible service site

REVIEW and MONITORING NOTES



**WORKFORCE DEVELOPMENT
BOARD, INC.**

An Investment in Today's Workforce for Tomorrow's Future

WIA TITLE 1

MONITORING POLICY

Monitoring Procedures

The intent of the Fox Valley Workforce Development Board, Inc. Workforce Investment Act (WIA) Monitoring system is to insure program compliance with all federal, state and local laws, rules or regulations. It is further the intent of the monitoring system to insure program quality and integrity, to identify any deficiencies in the system to insure the meeting of Workforce Development Area (WDA) program goals, objectives and federal/ state established performance measures.

The Fox Valley Workforce Development Board, Inc. participates in the Wisconsin Automated System Support for Employment and Training (ASSET) system, and the Wisconsin Financial Management System. ASSET provides statewide, comprehensive data collection for case management and tracking of program enrollment and program services. ASSET is Wisconsin's designated participant reporting system for individuals who receive services under WIA Title 1 Programs (Adult, Dislocated Worker, & Youth). The Wisconsin Department of Workforce Development (DWD) uses this information for monitoring and evaluation and general program management. ASSET is web-based and is available to users 24 hours a day (except for a few hours on Saturday afternoon). ASSET performance extracts and subsequent results are distributed on a quarterly basis and provide the data necessary for basic performance monitoring. This information will be provided to program subcontractors and the Fox Valley Workforce Development Board, Inc. Program Director. It is expected that program subcontractors will review this information and corrective action will be taken for any inconsistencies identified. The Job Center Systems Data Warehouse (WEBI) has additional reports derived from ASSET which provide information specific to the WIA Title 1 programs. The FVWDB ASSET User's Group representative will monitor ASSET corrections for the Adult/Dislocated Worker Program utilizing the ASSET online Data Change Request feature. The FVWDB Youth Services Director will monitor ASSET corrections for the Youth Program utilizing the ASSET online Data Change Request feature.

The program director is responsible for the oversight of monthly reports regarding overall WIA programming and specifically on subcontractor planned activities versus actual activities to date. This monthly review includes: enrollment level, planned versus actual data and achievement level of the Federal Performance Standards.

The Financial Department is responsible for preparing planned versus actual expenditure reports and sharing these reports with staff.

Subcontractor On-Site Monitoring

On-site monitoring of subcontractors is accomplished at least once annually. The program director is responsible for compliance monitoring, and the fiscal manager is responsible for fiscal monitoring. Issues regarding compliance with WIA laws, regulations and Wisconsin Policies and Procedures requirements are addressed through the use of compliance and fiscal monitoring forms (attached). In addition, contract goals and objectives are to be reviewed as well as a 10% (minimum) random sample of participant files (Dislocated Worker and State Rapid Response participant files may be monitored at a 5% level due to the large number of participants). Participant files are to be reviewed for the following: WIA application form & eligibility documentation, program registration & enrollment, objective assessment documentation, WIA rights & responsibilities forms, release of confidential information, grievance procedure, skill attainment, services provided, work permits (where applicable), job descriptions, worksite/training site agreement(s), Employability Plan/Individual Service Strategy, participant contact/evaluation, documentation of worksite monitoring, (subgrantees are required to monitor their worksites), attendance records, needs based payments/supportive services documentation, assessment results, documentation of competency attainment and certificate of competency attainment, documentation of credential attainment (i.e. certificate of training completion, grades, diploma).

As a result of on-site monitoring visits (compliance and financial) any issues identified as a concern are submitted in writing by the FVWDB, Inc. Administrator or assigned staff to the subcontractor asking for specific corrective action to be taken by them in regard to the issues identified. This corrective action plan is provided to the Fox Valley Workforce Development Board, Inc. staff in writing. The resolution information provided by the subcontractor is reviewed by the Fox Valley Workforce Development Board, Inc. Program Director. The subcontractor's feedback is provided regarding the acceptance of solutions proposed. Follow up in regard to corrective action implementation is provided in subsequent monitoring visits. The most recently completed monitoring results are utilized in the rating for proposals for the selection of service providers.

In assessing the quarterly subcontractor performance review, any apparent cause for concern, i.e. specific performance issues, expenditure concerns, etc., results in a letter to the subcontractor explaining the Fox Valley Workforce Development Board, Inc., concerns. A written response may be requested of the subcontractor.



**WORKFORCE DEVELOPMENT
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SELECTION OF SERVICE PROVIDERS PROCUREMENT POLICY

APPROVED 02/21/2013

Summary of changes

Page	Paragraph / reference:	Comment:	Approved by:
Cover	Approved on	Deleted Revised Date (will only record the approved date)	FVWDB 2/21/2013
4	Background	Changed from seven to six county area	FVWDB 2/21/2013
4	Procurement Authority & Responsibility	Added One Stop Job and Career Center	FVWDB 2/21/2013
5	Subcontracting Policy	<p>Last paragraph:</p> <ul style="list-style-type: none"> Deleted: requesting to be included in the process Deleted: A mailing list of interested parties shall be maintained and upgraded periodically Deleted: All agencies or entities on the mailing list will be informed, by mail, of the availability of the RFP Deleted: The RFP will be placed Added: A public notice indicating the availability of the RFP will be placed in several area newspapers. In addition the RFP availability notice will posted on the FVWDB website. Added: Verification of posting in the newspapers will be maintained by the FVWDB Added: or access the RFP electronically <p>Deleted total and added estimated</p>	FVWDB 2/21/2013
6	Receipt of proposals	<p>Deleted: CEO or designee</p> <p>Added: staff person identified in the RFP to receive the proposals</p> <p>Added: If proposals are received electronically, a copy of the e-mail transmittal document, which includes date and time of receipt, will be maintained.</p>	FVWDB 2/21/2013
6	Proposal Review	<p>Deleted: individuals</p> <p>Added: staff, as well as the designated review committee members</p> <p>Added: proposal</p> <p>Deleted: and view a presentation from the proposer</p> <p>Deleted: and presentations</p> <p>Deleted: responsible</p> <p>Added: staff</p> <p>Deleted: presentations</p> <p>Added: the designated committee will provide an unbiased and objective evaluation of proposals assigned to review.</p>	FVWDB 2/21/2013
7	Demonstrated Effectiveness	<p>Deleted: (last full WIA year)</p> <p>Added: based on most recent information available</p> <p>Deleted: WIA year</p> <p>Deleted: characteristics of participants served</p> <p>Added: planned vs. actual enrollment goals</p> <p>Deleted: administrative and fiscal accountability</p> <p>Added: and other criterion described in the RFP</p> <p>Added: If proposers have provided WIA services in geographic areas other than the FVWDA, past performance</p>	FVWDB 2/21/2013

		from those WDA's will be accepted, if available, and similar to the aforementioned criteria	
7	Demonstrated Effectiveness	<p>Second paragraph: Added: the ratings then incorporate the criteria calculated by the financial department and the points specified are awarded. Deleted: Committee</p> <p>Third paragraph: Added The assigned staff and committee members independently review and award points for each proposal received. Added: each proposal submitted maybe given the opportunity to verbally appear before the review committee to answer questions or provide a program summary. Second Paragraph: Deleted most of the paragraph and added, A single composite rating for each proposal is compiled, which includes staff and committee member review and , past performance etc.</p>	FVWDB 2/21/2013
8	New Title	PERFORMANCE BASED CONTRACTING	FVWDB 2/21/2013
8	Contract standard clauses	Deleted the 1 st paragraph	FVWDB 2/21/2013
9	Contract Specifications	<p>Deleted this category Deleted (c) Added: Statement of Work Added: (d) Contract budget/terms and conditions Replaced: (e) Fiscal procedures and reporting Replaced: (f) Participant plan and reporting Replaced: (g) Record keeping requirements Deleted (i)</p>	FVWDB 2/21/2013
9	Contract Administration	Replaced: Manager with Director(s)/Finance	FVWDB 2/21/2013

SELECTION OF SERVICE PROVIDERS POLICY & PROCEDURES

BACKGROUND

The Fox Valley Workforce Development Board, Inc. (FVWDB), the Administrative Entity for the six county Workforce Delivery Area, is required by State and Federal sources to maintain written policies for the procurement of goods and services. This policy will be applicable to the selection of service providers (i.e., Training Activities) conducted on behalf of eligible participants by outside agencies.

To the extent possible and practical FVWDB will apply similar standards and principles to the funds the agency receives to administer.

APPLICABILITY

This policy will apply to the continuing fund sources of the Department of Labor which pass through Federal and State levels to the FVWDB, Inc. This includes WIA (except where defined in relation to plant closing/mass layoff in union represented organizations).

The policy will also not apply to periodic, non-continuing sources of funds awarded by State and Federal funding sources to The FVWDB, Inc. on a competitive basis in response to specific needs or events. WIA Dislocated Worker Federal Secretaries Reserve Account or State Governor's Special Response funds regarding mass layoffs or plant closing events are an example. Specific subgrantees of FVWDB, and the amounts to be awarded to each, will have been identified beforehand in the FVWDB Corporation's application for such funds. The competitive stage of such procurement is deemed to take place at the State or Federal agency level from which the grant is awarded.

PROCUREMENT AUTHORITY & RESPONSIBILITY

WIA Case Management and One-Stop Job Center Resource Room/Career Center services will be procured through a request for proposal process. The authority to develop a request for proposal package and solicit proposals is then given to the staff of the FVWDB. FVWDB does not provide WIA Program Services that are required to be procured by federal and state law.

CODE OF CONDUCT

The FVWDB maintains a conflict of interest policy regarding employees as stated in the Personnel Policies & Procedures Manual. In addition, the FVWDB employees, officers, directors or agents engaged in the awarding of contracts or grants using WIA or other Federal or State funds shall be bound to the following:

Use of Position – The FVWDB officers, directors and employees are prohibited from using their positions for the purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or those with whom they have family, business or other ties.

Appearance of Conflict – The FVWDB officers, directors and employees shall avoid organizational and personal conflict of interest and the appearance of conflict of interest.

Nepotism – No FVWDB officer, director or employee shall:

- (1) Effectively recommend or decide to hire, promote, or establish the salary of an immediate family member,
- (2) Give preferential treatment in the management or supervision of an immediate family member.

No employee, officer, director or agent of the FVWDB shall participate in selection, award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise if:

- (1) The employee, officer or agent,
- (2) Any member of his immediate family,
- (3) His or her partner, or
- (4) An organization which employs, or is about to employ, any of the above, has a financial or any other interest in the firm/agency selected for the award.

Gratuities and Favors – No FVWDB officer, director or employee shall solicit or accept gratuities, favors or anything of monetary value from contractors or potential contractors.

Penalties – Employment related penalties for violating these policies range from progressive disciplinary action up to and including termination of employment, depending on the nature and severity of the violation.

SUBCONTRACTING POLICY

The FVWDB prefers utilizing competitive proposals for procurement of services whenever possible. However, there are a relatively small number of instances where noncompetitive procurement may be the only option available, including the following situations:

Emergency Need – The public exigency or emergency need for the item or service does not permit a delay (time is essential) resulting from competitive solicitation. This would include a situation where a large worker dislocation event has occurred and initial Basic Readjustment services are authorized by DWD.

Unique Item – The item or service is unique and/or available only from a single source.

Single Manufacturer – It is necessary that the needed items are manufactured by a certain source in order to be compatible and interchangeable with existing equipment.

On-The-Job-Training – OJT contracts, except the brokering of contracts, which shall be selected competitively.

Classroom Training – Enrollment of individual participants in classroom training.

Inadequate Competition – Competition is determined inadequate after solicitation of a number of sources.

This type of procurement would occur primarily when only one bidder responds in a particular activity area during the Request for Proposal process. If the proposal is acceptable to the FVWDB and meets the requirements of the RFP, it can be considered sole-source. At that point, the FVWDB reserves the right to suspend additional steps in the service provider selection process and negotiate directly with the proposing agency to develop a mutually acceptable contract.

Unavailable Data – Data are unavailable for competitive procurement.

DWD Approval – The DWD authorizes non-competitive bids.

One Stops – Funds for services related to any or all One Stop activities may be provided directly to the One Stop management, teams/ One Stop operator.

Where possible, all contracts for training or services, other than those operated directly by FVWDB shall be secured through a Request for Proposal (RFP) process. The RFP process will be open and available to any agency or entity, including non-profit organizations, private for profit organizations, educational agencies or local government units capable of administering and operating job training programs which will conform with the mission and goals of the FVWDB. A public notice indicating the availability of the RFP will be placed in several area newspapers. In addition, the RFP availability notice will be posted on the FVWDB website. Verification of posting in the newspapers will be maintained by the FVWDB. Interested parties can request an RFP package by telephone, mail, or access the RFP electronically on the FVWDB website.

The RFP will contain, at a minimum, a standardized proposal form and instructions for completing the proposal, the estimated amount of funding available for the WDA by Dislocated Worker, Adult and Youth categories, the expected amount to be allocated

by county, all evaluation factors and their relative importance and the expected cost and performance outcomes for the WDA as a whole. In addition, the proposal format will include:

- (1) A narrative section describing the nature and scope of the work to be performed and the target groups to be served in exchange for the funding provided by FVWDB,
- (2) A budget section describing planned expenditures by cost category (i.e., overhead, training, participant support,) and a line item within each cost category (i.e. staff wages, fringe benefits, staff travel, rent, supplies, etc.),
- (3) A program plan form indicating the relationship between expenditures vs. enrollments/outcomes across the passage of time within the specified grant period,
- (4) A signed Debarment & Suspension Certificate for lower-tier covered transactions attesting to the fact that the proposer has not been prohibited by the Federal government from receiving the funds being requested.

In addition, FVWDB will request and review, including an ascertainment that applicable WIA related findings have been or will be resolved, the most recent audit reports of successful bidders in order to ensure that only responsible agencies receive WIA awards.

ACCEPTANCE OF PROPOSALS IN RESPONSE TO THE RFP

As a general rule, grantor agencies like the FVWDB are limited to funding only “responsive proposals” from “responsible proposers” as those terms are defined below:

A responsive proposal is one which:

- (a) Arrives at the FVWDB office on or before the date and time established in the RFP,
- (b) The proposal bears the signature of an authorized signatory from the agency requesting funds (i.e. someone authorized by the proposing agency to either enter into binding financial obligations on behalf of the institution requesting funds), and
- (c) The proposal follows the prescribed proposal format described in the RFP.

A responsible proposer is one which:

- (a) Documents by signing the Debarment and Suspension Certificate provided in the RFP that it is not prohibited from receiving federal funds, and
- (b) If the proposer is an existing WIA subgrantee, has provided a copy of its Annual Audit Report to the Finance Director and cooperates with the FVWDB in resolving any questioned costs or disallowances involving WIA funds, or
- (c) As a new grantee (subgrantee) permits an appraisal of the adequacy of its financial management system by the FVWDB Financial Officer prior to contract signing.

RECEIPT OF PROPOSALS

It is the sole responsibility of the offeror to ensure that the FVWDB receives the proposals no later than the date and time specified in the RFP. The FVWDB staff person identified in the RFP to receive the proposals will have the responsibility of stamping in receipt of proposals and maintaining a list of proposals received on time. If proposals are received electronically, a copy of the e-mail transmittal document, which includes date and time of receipt, will be maintained. The FVWDB will refuse the delivery of proposals after the date and time specified in the RFP.

PROPOSAL REVIEW

The CEO will assign staff, as well as the designated review committee members to independent proposal review. The assigned individuals will rate the proposals received from responsive proposers. The staff individuals assigned to review the proposals will be sufficiently experienced programmatically and be able to analyze the proposals and presentations using an objective standardized rating instrument. The designated review committee will provide an unbiased and objective evaluation of proposals assigned to

review. The rating instrument will have instructions explaining how to assign numerical scores to the proposers response to specific items identified in the RFP. Some questions which ask about numerical outcomes can be measured precisely and will be calculated by one staff person and provided to the remainder of the reviewers. The rating of other areas will require the application of sound, unbiased professional judgment, i.e., the adequacy in meeting goals and objectives. Only after total points are assigned will proposals **for the same activity** be compared against each other.

All proposals received will be reviewed by the Financial Officer for reasonableness of costs. The scores for these items will then be provided to the reviewers for inclusion on the rating sheet.

All expenditure of funds must pass a financial analysis test to determine that all costs are allowable, allocable, necessary and reasonable. Following are explanations of these items which will help the rater conclude whether the test is met.

1. **ALLOWABLE** – The expenditure in question is specifically identified in Federal or State laws or regulations as an allowable cost and is not specifically prohibited by any state or local regulations or ordinances.
2. **ALLOCABLE** – The expenditure is properly allocated, in whole or in part, to the particular program, title, cost category and program activity to which it has been assigned. The DWD Policies and Procedures Manual will be consulted for definitions of titles, cost categories and program activities within the WIA program. The DHSS Administrator's Memo series or other various DHSS directives, as appropriate, will be used for definitions of cost categories and program activities within any DHSS program.
3. **NECESSARY** - The expenditure is necessary for achieving the purpose described by the applicable program, title, cost category and program activity to which it has been assigned and is not incompatible with the narrative description of the proposed activity found elsewhere in each proposal.
4. **REASONABLE** – Each expenditure by line item (i.e. the subcategories like staff wages, staff fringe benefits, staff travel, rent, etc., found within each major cost category) is reasonable in relation to:
 - (a) The scope and complexity of the work to be performed, and/or
 - (b) The number of participants to be served, and/or
 - (c) The outcomes planned to be achieved on behalf of participants, and/or
 - (d) The costs of the same or similar goods or services being purchased elsewhere in the immediate geographic area or similar areas of the state, with particular attention to the staff wages line item as this is generally by far the largest cost item in most employment and training activities. The DWD Wage surveys for the area and State LMI data and/or the local Job Service Labor Market Analyst will be consulted regarding information about wage rates for specific occupations or groups of occupations.

DEMONSTRATED EFFECTIVENESS

The proposal review and rating process contains a point system which gives demonstrated effectiveness due consideration. Demonstrated performance criteria are based primarily upon previous vendor subcontracting experience within the WDA (based on most recent information available). The principle criterion includes attainment of performance standards, planned vs. actual enrollment goals, and other criterion described in the RFP. If proposers have provided WIA services in geographic areas other than the FVWDA, past performance from those WDA's will be accepted, if available, and similar to the aforementioned criteria.

The awarding of points for demonstrated effectiveness is the responsibility of the specified WDB Program Officer/Director/Administrator. The ratings then incorporate the criteria calculated by the financial department and the points specified are awarded. The points awarded are then included on the proposal review sheet, which is forwarded to the appropriate WDB review committee.

The assigned staff and committee members independently review and award points for each proposal received.

Each proposal submitted maybe given the opportunity to verbally appear before the review committee to answer questions or provide a program summary.

A single composite rating for each proposal is compiled, which includes staff and committee member review and, past performance.. The specified review committee recommends proposal awards to the full WDB who then make the final determination regarding the awarding of contracts.

TYPES OF CONTRACT AGREEMENTS

Once there is a determination to award a contract, the FVWDB staff and the accepted vendor enter into a negotiation phase. Based on the recommendation of the specified committee, the vendor may be asked to resubmit a line item budget by cost category and participant plan.

Cost reimbursement and fixed unit price performance based contracts will be competitively bid through the WDA's Request for Proposal (RFP) process. Ordinary proposals will be reviewed and contracts awarded once each program year. Cost Reimbursement contracts will be used primarily when non-core training is being provided. All costs in this type of contract must be allocated among the WIA cost categories.

PERFORMANCE BASED CONTRACTING

When Performance Based contracts are utilized through negotiation, it is apparent that all DOL requirements can be met. Vendors must document that the participant did not possess the skills at the time of entering into the program and that actual skills were learned during training. For adult contracts, payments will be determined based on length of training, cost of providing the training and wage at placement. Full payment will be withheld and deferred until the participant successfully completes training and is placed into an unsubsidized training related job at a wage specified in the vendor's contract. The payment will be made when the participant remains employed for at least thirty days. All placements and retentions must be verified in writing by the employer.

Full payment for the attainment of youth competencies or youth employability enhancements will be paid when the competency achievements/enhancements have been verified and submitted to the FVWDB. In performance contracts where competency attainment is the primary outcome (often a very lengthy process), the following benchmark payment points may be utilized:

- (a) Cost per completion of pre-employment skills competency (1/2 of pre-employment/worker maturity competency), and
- (b) Cost per attainment of one complete competency area (basic skills, pre-employment/worker or job specific skills).

Any direct participant costs or employer reimbursements for training are not factored into the performance payment calculations. Such direct costs are provided to the contractor on a cost reimbursement basis. Only agency costs are entered into the performance cost calculations.

Cost plus Contracts will not be utilized. After the contract is written, it is signed by the CEO as well as the vendor.

PRE-AWARD DETERMINATION OF CONTRACTOR RESPONSIBILITY

Prior to the signing of a contract, the accepted proposer of services is required to submit the results of the most recent audit. The audit results will be reviewed by the FVWDB Financial Officer, taking special note of findings as they relate to WIA services. In addition, each of the accepted proposers will be required to sign Debarment and Suspension Certificates and Disclosure of Lobbying Activities forms. Accepted proposers who have not previously operated WIA programs will undergo a pre-award survey by the FVWDB Financial Officer to insure the integrity of funds.

CONTRACT STANDARD CLAUSES ,PROVISIONS & CONTRACT SPECIFICATIONS

Each WIA subcontract entered into by the FVWDB with the exception of the Job Service standard contract agreement approved by DWD, will contain the following specifications, at a minimum:

- (a) Boilerplate (general contract provisions)
- (b) Certification regarding lobbying/Suspension/Debarment and Drug Free Workplace

- (c) Statement of work,
- (d) Contract budget/terms and conditions
- (e) Fiscal procedures and reporting,
- (f) Participant plan and reporting,
- (g) Record keeping requirements.

CONTRACT ADMINISTRATION

The Program Officer/Director(s)/Finance will primarily be responsible for the contract administration of subgrantees. This includes contract modifications per DWD policies. This includes program monitoring on an annual basis as well as a monthly desk review of planned vs. actual information. The financial department will be responsible for an annual financial monitoring of each subgrantee. FVWDB reserves the right to inspect all WIA financial and participant related information maintained by subgrantees upon reasonable notice.

CONTRACT AWARD PROTESTS/DISPUTES, ETC.

Any program proposer can utilize the FVWDB grievance procedure as a remedy for disagreements, protests, disputes, etc. Using this grievance procedure allows appeal to DWD.



**WORKFORCE DEVELOPMENT
BOARD, INC.**

An Investment in Today's Workforce for Tomorrow's Future

FINANCIAL PROCEDURES MANUAL

REVISED 2/21/2013

Summary of changes

Page	Paragraph / reference:	Comment:	Approved by:
N/A	Throughout	Changed 'Financial Officer' to CFO	FVWDB 2/21/13
N/A	Throughout	Changed 'Accounts Payable Manager' to 'Program Staff Support Manager'	FVWDB 2/21/13
3	E.	Added reference to AICPA & COSO	FVWDB 2/21/13
3	K	Added reference to internal review appendix	FVWDB 2/21/13
6	A.	Clarification on cash disbursements	FVWDB 2/21/13
8	B 3.	Removed requirement to file voided check in vendor file	FVWDB 2/21/13
8	C.	ACH procedure information added	FVWDB 2/21/13
9	A 2. & A 4.	Clarification: Threshold amounts better defined	FVWDB 2/21/13
11	A.	Added granting authority statement	FVWDB 2/21/13
13	A 4.	Clarified timesheet processing requirements	FVWDB 2/21/13
13	C.	Added statement about frequency of payroll	FVWDB 2/21/13
13	G.	Timesheet & Vacation/Sick time review added	FVWDB 2/21/13
14	B 1 – 2	Travel form and per diem updates	FVWDB 2/21/13
14	C.	Clarified travel form submission requirements	FVWDB 2/21/13
15	L.	Updated travel approval wording	FVWDB 2/21/13
15-16	Cost Allocation	Cost allocation section updated	FVWDB 2/21/13
16	Books of Original Entry	Updated reporting procedures throughout	FVWDB 2/21/13
17	Program Income – A.	Removed irrelevant examples	FVWDB 2/21/13
17	Section XII – B.	Updated subcontractor cash advance details	FVWDB 2/21/13
17	Section XII – C.	Updated manual title	FVWDB 2/21/13
17	Section XIII	Removed "and Audit Resolution" from title	FVWDB 2/21/13
18.	B.	Audit RFP process update	FVWDB 2/21/13
18	C.	Delete "internal process of the audit"	FVWDB 2/21/13
20	Appendix Table	Updated the table of contents	FVWDB 2/21/13
21	Appendix A	Added "Check Log" procedures	FVWDB 2/21/13
22	Appendix B	Quarterly Internal Review procedures added	FVWDB 2/21/13
23	Appendix C – G	Placeholders for future additions	FVWDB 2/21/13

FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.

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SECTION I

GENERAL

- A. The Fox Valley Workforce Development Board formulates policies, and delegates administration of the financial policies to the administrative staff and reviews operations and activities.
- B. The Chief Executive Officer (CEO) has responsibility for all operations and activities, including financial management.
- C. The Chief Financial Officer (CFO) is responsible to the CEO for all financial operations, as outlined in the CFO's job description, and provided in the Organization Chart.
- D. All employees will follow the lines of authority on the Organizational Chart. (See Personnel Manual).
- E. Financial duties and responsibilities must be segregated so that no one employee has sole control over cash receipts, disbursements, payroll, and bank account reconciliation, etc., in accordance with GAAP* internal control requirements. Separate bank accounts and books will be maintained as required by the funding source regulations, and in compliance with GAAP and applicable OMB Circular A-122 requirements, including AICPA and COSO issued "Internal Controls Appropriate for Smaller Companies".
- F. All forms will be completed in ink.
- G. The FVWDB financial system will be used to report all Funding Source financial information as required by regulations and will be fully compliant with GAAP. Some other financial reporting system may be utilized for financial management as is deemed appropriate by the Fox Valley Workforce Development Board CEO.
- H. Certain costs and expenditures are allowable only upon specific prior approval of DWD or other grantor, as outlined in the Contract Awards and other related DWD or other grantor documentation and communications. Those costs are listed in the DWD Policies and Procedures Manual and DHFS Allowable Cost Policy Manual or any other applicable documents and will be adhered to.
- I. All financial and accounting practices procedures and records will be prepared in accordance with laws and regulations relating to not-for-profit corporations and Workforce Development Boards disbursing WIA funds, and in accordance with GAAP.
- J. In the CEO's absence, the CEO will identify who will assume CEO duties. The Executive Committee will appoint a staff person to assume the duties if CEO is unavailable.
- K. Quarterly internal review procedures shall be completed as outlined in Appendix I.

*GAAP: Generally Accepted Accounting Principles as issued and amended by Governing Agencies.

SECTION II

CASH RECEIPTS

- A. Procedures for Cash Receipts ensure that duties are properly segregated to meet GAAP and other pertinent internal control requirements.
 - 1. The designated staff will open all mail and record and copy all check and cash receipts, and maintain a Cash Receipt Log Book (see Attachment A)
 - 2. All checks are then forwarded to the CFO who determines the bank account into which checks will be deposited and prepares the deposit slip in duplicate. Each check will be endorsed with the appropriate bank stamp.
 - 3. All cash receipts greater than \$500.00 will generally be deposited daily by the designated staff.
 - 4. The bank deposit receipt will be attached to a copy of the check and kept with the Journal entry file.

5. The CFO will record deposits in the General Ledger.
 6. The CFO will reconcile all bank statements for all bank accounts with the general ledger on at least a monthly basis. The bank reconciliation will be available for the CEO to review as necessary.
 7. Cash receipts will be entered in the General Ledger on a timely basis (no less frequently than monthly).
 8. The CFO and Program Staff Support Manager (PSSM), CEO and designated staff are insured for any malfeasance while handling cash. Only FVWDB employees are insured and therefore can participate in these cash processes.
- B. Procedures implemented must ensure that cash draws against all contracts, grants, and awards are in compliance with current Policies and Procedures Manual Cash Management Requirements as well as applicable DOL, DWD, and other grantor requirements.
1. The financial management system provides for procedures to maintain allowable amounts of excess cash by minimizing the time elapsing between the transfer of funds from DWD, DOL, or other grantors and cash disbursements.
 2. Allowable excess cash is defined by DWD Regulations. Currently it is defined as \$10,000 or three days average expenditures, whichever is greater.
- C. All Funds must be deposited with a financial institution, which is insured by the FDIC up to \$250,000 per account, and has been selected after conducting a full RFP process.
- D. Procedures for billing and accounting will ensure that all funds due are received and properly recorded in the general ledger.
1. All amounts including program income revenue due to Fox Valley Workforce Development Board, Inc. will be invoiced in a timely manner.
 2. Accounts receivable at the end of the month will be recorded in the General Ledger at the end of the Program Year and on an interim monthly basis as may be required.
 3. If payment is not received within thirty days of the first request a second request will be mailed. If, after another thirty days payment has not been received, the steps listed below may be implemented. If payment still has not been made at that point, and all other attempts appear to have failed, a collection agency may be employed at the CEO's discretion.
 4. Collection options available to FVWDB include but are not limited to the following:
 - a. Cash Payment. Requiring a written schedule of cash payments;
 - b. Withholding Funds. Withholding from current invoiced amounts an amount equal to the outstanding receivable to offset the debt;
- E. Revenues received from unique non-Federal funding sources are deposited in appropriate interest-bearing accounts. Transfers either by phone or in person to accounts for corporate dollars and accounts payable are made to facilitate the payment process. Cash transfers must be fully documented for verification of the transfer by reference to the funding source and to the total of the cash disbursement as designated in the disbursement journals. Transfers of cash are made by those authorized by required bank documentation, and may include the CFO, the CEO, and other staff designated and authorized by the CEO.

SECTION III

CASH DISBURSEMENTS

- A. Procedures for Cash Disbursements ensure that duties are segregated to assure adequate internal controls. These procedures apply to Cash Disbursements other than Payroll, which are covered in Section IV Payroll/Personnel.
1. Upon receipt, the designated staff will give all vendor and subcontractor invoices to Program Staff Support Manager or CFO (if PSSM absent).
 2. The CFO and/or CEO will determine the payment schedule. The Program Staff Support Manager checks invoices for accuracy and matches the invoice with any associated outstanding Internal Requisitions and/or External Purchase Orders. The CFO is responsible for the reconciliation of invoice errors and discrepancies with the vendor or subcontractor.
 3. The CFO then reviews and records the General Ledger account distribution on the vendor or subcontractor invoice. The voucher will be coded with the proper account number for expensing purposes, then entered into the financial accounting system by the CFO or designated staff. CEO or designated staff approves all ACH & AP check disbursements prior to payment. Exceptions: ACH transactions for taxes, employee benefits, and 401(k) contributions. These transactions generate an email/text message that goes directly to the CEO.
 4. The CFO reviews the corresponding Cash Requirements Report for accuracy and reasonability by matching check amounts to each of the invoices, and staples the copy of the check and voucher to the related documentation.
 5. The following “check signing” procedure will be followed:
 - a. Prior to the processing of checks, the CFO reviews the AP distribution report to assure that payments are appropriate as listed and to verify the cash requirement.
 - b. Each check register is to be reviewed, signed and dated by the CEO and an Executive Committee Member of the Fox Valley Workforce Development Board (with signature authority. NOTE: The CFO will not have signature authority for any bank accounts.
 6. When the checks are signed, the Program Staff Support Manager or designated staff will:
 - a. Separate the checks from the vouchers and other documentation.
 - b. File the voucher, the invoice, and all related documentation in its accounts payable vendor file.
 - c. Sort the checks for mailing and places the checks in the outgoing mail basket.
 - d. Verify that all checks are listed on the Accounts Payable system generated check register.
 - e. Stamp the invoices and vouchers “paid”
 7. All checks are posted to the Accounts Payable/ General Ledger Accounting System.
- B. Checks are used carefully and protected.
1. All checks are stored in a locked facility (locked office).
 2. In no event will checks be:
 - a. Prepared unless these procedures are followed.
 - b. Prepared unless there is backup documentation.

- c. Used in other than chronological order.
 - d. Signed when blank.
 - e. Made out to “Cash,” “Bearer,” etc.
 - f. Prepared on verbal authorization; unless immediately supported by written authorization.
- 3. All void checks will have “VOID” written boldly in ink across the face of the check and the signature portion of the original check will be defaced or cutout. The original check will be filed in the voided checks file.
 - 4. See Section VI for Payroll activity detail.

C. Automated Clearing House (ACH) Procedures

- 1. The same general procedures for physical checks will be used with the following additions:
 - a. The CFO will ‘initiate’ the ACH transaction within the proper bank account. NOTE: CFO will not be able to ‘approve’ ACH transactions.
 - b. The CEO or designated staff (with signature authority) will verify supporting documentation as necessary against the online transaction request. This individual will then sign or initial documentation as appropriate.
 - c. The CEO or designated staff (with signature authority) will then ‘approve’ the transaction. The bank confirmation page will then be printed out and signed.
 - d. All documentation will be returned to the CFO for filing.
- 2. All online transactions will be over a bank provided secure link (e.g. <https://>). If there is ever any doubt, immediately cease the transaction and contact the CTO or the bank’s customer service for resolution.
- 3. Passwords will NOT be shared with other staff.

SECTION IV

PURCHASING

Standards of procurement as required by funding sources will be adhered to. A written policy, the FVWDB Procurement Procedures Selection of Service Providers, details FVWDB procurement practices and requirements. The following written procedures are detailed to further assure compliance with funding source requirements and to aid in proper internal control procedures. All effort will be given to conserve resources and purchases will be safeguarded to prevent loss, damage, and theft.

- A. An internal requisition form will be prepared for all purchases of goods and services. The internal requisition form will be signed by the requestor, CEO, and designated staff. Listed are minimum restrictions. The current internal requisition form may call for more stringent regulation as deemed necessary by the CEO.
1. Under \$50 - PO number is NOT required
 2. \$50 or more - PO number is required
 3. \$3000-\$5000 - Quotations must be documented from an adequate number of qualified sources unless a state approved vendor is used.
 4. Over \$5000 - Requires formal procurement using Invitation for Bid (IFB) or Request for Proposal (RFP) or Quotation (RFP/ROQ) process. All items over \$5,000 will be put on inventory per the WIA PPM.
- Written authorization is required by specific funding sources. The appropriate FVWDB Committee approval is also required when funding source approval is required. Funding Source limits are not detailed here as limits change with sources of available funds.
- B. The CEO is responsible for approval of all purchase orders or may designate supervisor to approve for cost under \$300. The individual signing or approving orders must:
1. Determine if the expenditure is budgeted.
 2. Determine if funds are available for the expenditure.
 3. Determine if the expenditure is allowable under the grant.
 4. Determine if the expenditure is necessary to the program.
- C. Approved purchase orders will be distributed as follows:
1. Photocopy will be sent to the vendor, if requested or necessary.
 2. Original to be kept on file by Accounts Payable, and entered into the Accounting system, if such feature is available, otherwise entered on an external record. Copy accepted under rare circumstances.
- D. Designated staff will receive all purchased items and will distribute the items to the requestor or place in stock, as appropriate. The Program Staff Support Manager or designated staff will contact the vendor to reconcile any differences between the packing slip and items.
- E. Packing slips will be signed by the receiving person and stamped with receiving stamp. Packing slips, receipts, etc, are kept by the Program Staff Support Manager until the invoice is received.
- F. The Program Staff Support Manager or CFO will compare the packing slip or receipt against the invoice. If there are material discrepancies, Program Staff Support Manager will reconcile discrepancies.

- G. Property and equipment over \$5,000 will be posted in the General Ledger and depreciated as allowable after the invoice is entered in the Accounts Payable System.
- H. All open purchase order files will be reviewed monthly by the Program Staff Support Manager or CFO who will follow up on items or invoices which have not been received.
- I. No personal purchases will be made for employees.
- J. Any variances from these procedures must be approved in writing by the CEO.
- K. Non-competitive negotiation of procurement must meet funding source requirements. All sole source procurement will have the criteria for sole source included with the invoice documentation. The issues to be considered are:
 - 1. The item or service is unique.
 - 2. The cost of the item is less than funding source requirements.
 - 3. Inadequate competition exists for the item to be procured.
 - 4. Only one source can meet the need within a specified timeframe.
 - 5. The information for competitive bid is unavailable.
 - 6. The required item must be manufactured by a certain source in order to be compatible with existing equipment.
 - 7. Funding Source approval of sole source procurement.
 - 8. The services are deemed to be appropriate to a One Stop and its partners, one of which is the grantee. In addition, the following conditions apply:
 - a. There must be an advance agreement between the One Stop partners that these services will be coordinated between partner programs and that such services will be provided by the partner(s).
 - b. Where certain One Stop-related common costs are to be shared by the partners, there must be an advance agreement between the partners that identifies such costs and describes the methods of cost sharing.

The agreement must be in writing.

SECTION V

PROPERTY MANAGEMENT

- A. Property shall be defined as all items costing over \$5,000 and having a useful life of more than one year. All property fitting this will be placed on an inventory property listing. Such property may be expensed in the year of purchase depending upon the nature, or alternatively listed on the depreciation schedule and depreciated over its useful life. Granting authority must approve of equipment purchases prior to purchase.
- B. Procedures for Property Management ensure that duties are segregated.
 - 1. An inventory tag will be affixed to each item of property. Designated staff will do this upon receipt and acceptance.
 - 2. Designated staff upon receipt will list the property in the Property Inventory.
 - 3. The CFO will enter property in the General Ledger via Journal Entry as required by GAAP and/or the Internal Revenue Service.

4. A physical inventory will be taken annually by designated staff. They will record any changes to condition or location of property in the Property Inventory Register. The CEO will review the completed inventory.
 5. Property listed and not fully depreciated in the General Ledger will be reconciled to the General Ledger by the CFO at the time of the physical property inventory and before closing the books for the fiscal year end (June 30).
 6. Disposition of items over \$5,000 need state approval prior to disposal as required. See the DWD Policies and Procedures Manual for more details. Disposition of property can be done after necessary letters are sent to the state for disposition of reversionary property per funding source. After response from state has been received, then letters are sent to subcontractors for their interest in the property. The CEO must sign the state and contractor letter. A copy of the state letter and subcontractor's letter will be forwarded to the CFO for entry in the General Ledger taking items off inventory. (According to Reversionary Property policy set by the state and Federal regulations.)
 7. For items not needing state or Federal approval, if the items are broken or obsolete, a letter, memo, or email by the CEO to the CFO and designated staff to delete and dispose of the property is all that is needed for the property file.
 8. At the end of the fiscal year a copy of the Property Inventory Register will be made available to the auditors for review. The CFO will give the auditors a listing of all disposed inventory and a listing of added inventory for the last fiscal year.
- C. The CEO will be notified immediately of all cases of loss, damage, or destruction of equipment.
- D. DWD approval will be sought for the disposition of any WIA-solely funded items of equipment with an acquisition cost of \$5,000 or more. This includes property transferred from WDA Merger, or acquired from the federal government for use under WIA.
- E. Approval will be obtained for the copyrighting of any materials developed with Federal or State funds.
- F. An Equipment listing will be kept as necessary for each One Stop for items costing more than \$1,000. This is kept for insurance reasons, One Stop Management and allocation purposes.

SECTION VI

PAYROLL/PERSONNEL

- A. Payroll files will be maintained by the CFO/Program Staff Support Manager which contains original W-4 forms, original timesheets, and payroll wage and deduction authorizations.
- B. Procedures for Payroll ensure that duties are segregated:
1. Timesheets are maintained daily by all staff members based on actual time spent working for each specific grant within appropriate cost designation.
 2. Timesheets will be totaled at the end of the pay period and signed by the employee and their supervisor. **All timesheets will be with an original signature or an original faxed signature.**
 3. The CEO will review all timesheets.
 4. Timesheets will be forwarded to the Program Staff Support Manager who will check for mathematical accuracy and proper signatures. Timesheets will then be given to the CFO for entry into the WDB approved payroll system.
 5. Expense distribution to the General Ledger will be made according to actual hours recorded on the timesheets for each funding source.

6. Payroll checks, direct deposit slips, register, general ledger distribution and other related data would be prepared from the WDB approved payroll accounting system.
 7. Accuracy of hours and payroll amounts will be verified by the CFO/ Supervisor, Program Staff Support Manager or designated staff.
 8. The CEO will review payroll checks and direct deposit records (listings).
 9. Payroll Checks and direct deposit listings will be sealed in an appropriate envelope for distribution, i.e.: employee pay period statements.
 10. Payroll Checks and direct deposit listings will be distributed by Program Staff Support Manager, or as designated by the CEO.
- C. Payroll will be processed and paid bi-weekly after the end of each payroll period end date. Only actual hours worked, per approved timesheets, will be paid. No payroll will be paid in advance of the actual time reported and approved on an employee's time sheet.
 - D. Vouchers, checks and ACH payment authorizations for employee withholding and employer's FICA will be prepared and processed by the CFO or designated staff in a timely manner for all state and Federal payroll related liabilities.
 - E. Quarterly and Year-end payroll tax reports will be prepared and filed by the due date by the CFO or WDB approved agent, in compliance with both state and Federal regulations.
 - F. Salary changes will be initiated and granted by the CEO based on the FVWDB salary schedule.
 - G. The CFO will periodically (at least once per quarter) audit and review time sheets and the vacation / sick time spreadsheets prepared by the Program Staff Support Manager for accuracy. The vacation / sick time spreadsheets are maintained by the Program Staff Support Manager and are updated as part of the payroll process every two weeks.

SECTION VII

TRAVEL

- A. Guidelines for travel within and outside of the WDA are outlined in FVWDB Personnel Manual. See attachment Travel Form.
- B. Staff members will be reimbursed for their approved auto mileage and travel expenses upon submitting a Travel Form for the month or payroll period. Travel will be reimbursed whenever possible with an individual check or included on the employee's pay check, at least monthly.
 1. Auto mileage will be reimbursed at the IRS rate to employees for authorized use of their personal vehicles for business. Such mileage is payable on a monthly basis upon submission and approval of a Travel Form. Variations are authorized by the CEO. Submissions greater than two months (e.g. combining more than two months of travel) may be denied. June travel must be submitted by July.
 2. Meal allowance will be reimbursed at the rate of the Federal per diem guidelines. Current per diem rates can be found at <http://www.gsa.gov/portal/category/100120>. If the link is outdated, contact the CFO for update.
 3. The CEO must approve expenses exceeding these limits.
 4. Travel Forms will be signed by the employee, the supervisor, and the CEO.
 5. Travel Forms will be processed by the CFO or designated staff.
- C. Travel advances may be requested for the estimated cost of the trip by submitting a Requisition or letter to the CEO.

1. Advances will be processed according to current agency practices for payment of invoices.
2. Employee will submit a Travel Form detailing the actual cost of the trip in a timely manner. Payment of the voucher will be reduced by any advanced amounts.

SECTION VIII

CREDIT CARD USE

- A. Upon successful completion of the 90 day probationary period FVWDB staff may be provided a corporate credit card.
- B. Corporate credit cards will be used solely for FVWDB business purposes.
- C. All FVWDB Procurement Policies and Procedures will be followed.
- D. Credit Card Requisitions/Purchase Orders or Credit Card Mileage Reports will be completed with receipts attached. Original signatures of staff, supervisor, and CEO will be required on Travel Forms that are given to the Program Staff Support Manager or CFO for payment at the beginning of the following month. Original signature of the supervisor and CEO will be required on the Purchase Order/Requisition form submitted to the Program Staff Support Manager or CFO no later than 2 weeks after purchase. Exceptions to these timeframes must be approved by the CEO.
- E. Expenditures must be prior approved by the CEO or designee (supervisor if applicable).
- F. Each staff receiving a Corporate Credit Card must sign a Responsibility form. (Attached)
- G. Misuse or inappropriate use of the FVWDB credit card will require staff to immediately repay and may result in loss of privilege to use a Corporate Credit Card and/or termination of employment.
- H. No Corporate Credit Card will carry availability of “cash draw”.
- I. Staff Credit Card limits will be determined by the CEO.
- J. Corporate Credit Cards will be confiscated upon staff resignation, termination or blatant misuse and destroyed.
- K. Credit Cards will be paid in full monthly and in a timely manner to assure no interest is accrued that results in disallowed costs for program funds.
- L. All meal or food costs paid for by the use of a FVWDB Credit Card will be approved in advance by the CEO or CEO designate. Approval of a business trip or travel by an employee will constitute advance approval of related expenditures incurred. Such expenditures must also meet FVWDB policy criteria and must be as allowed by appropriate funding stream, e.g. DWD and DOL policy or must be pre-approved by the CEO to be paid by non-Federal funds.

SECTION IX

COST ALLOCATION

Cost will be directly assigned to a fund whenever the correct dollar amount can be determined by the invoice and attached documentation. Funding regulation and contracts must be considered to determine cost categorization and assignment.

Shared cost items will be allocated to funding sources as expensed, based on wages paid, as recorded in the General Ledger. Prepaid expenses will be assigned to the asset category of the allocation fund and expensed to the appropriate funding source in a timely manner.

Cost allocation coding designations will assign cost to reporting categories as required by specific funding regulations, and meet the allocation criteria contained in OMB Circular A-122 as Indirect Costs under the Simplified Allocation Method, or such other approved method.

The fund accounting system has two separate direct cost allocation programs. These two allocation programs are the payroll module and the accounts payable module. Cost Allocation outside of these direct cost allocation modules is done utilizing the General Ledger Module, and is designed to address indirect expenses that vary on a month-to-month basis (Indirect Cost Simplified Allocation Method, or other such approved method), and which apply to more than one funding source.

Payroll cost allocation will expense direct costs, including the following cost items on a bi-weekly schedule, as payrolls are processed, using actual-hours-worked as its basis for expense assignment to specific funds.

4. FICA expense at the assigned rate for Social Security Wages.
5. Health, life and disability insurance by individual rate as invoiced for the month.
6. Pension expense at the minimum rate required by Personnel Manual.

Cost allocations utilizing the general ledger will allocate indirect cost by regulated category utilizing the Indirect Cost Simplified Allocation Method or other such approved method. Accordingly, shared administration expenses will be allocated based on actual staff wages paid as reported to specific funds. Shared expenses for in-house programs will use this same method. Shared expenses for general operations will also use this method.

Reference FVWDB organizational chart, FVWDB active general ledger funds and OMB Circular A-122 for further information on cost allocations, particularly A-122, Attachment A, Paragraph D.2.c. containing the Indirect Cost Simplified Allocation Method.

SECTION X

BOOKS OF ORIGINAL ENTRY

- A. General journal entries, accounts payable vouchers, accounts receivable invoices, and payroll data will be recorded in the FVWDB approved fund accounting system by the CFO or designated staff.
- B. Annual budgets will be prepared by the CEO in coordination with the CFO for submission to the Executive Committee of the FVWDB and the Local Elected Officials (LEO).
- C. Monthly financial reports will be prepared and submitted by the CFO or designated staff in a timely manner as required by the funding entities. The CEO will review these reports. Financial reports will go to the board members and LEOs to be reviewed on at least a quarterly basis.
- D. Year-end financial reports will be prepared by the CFO and reviewed by the CEO. The CEO will sign appropriate year-end financial reports if required by the funding source. Year-end financial reports and the Annual Independent A-133 Single Audit Report will be provided to the board members and LEOs.

SECTION XI

PROGRAM INCOME

- A. Revenue received from the certification of clients, client data entered on the DWD Data Systems will be treated as Program Income Revenue. Restricted interest income will also be treated as Program Income of the funding source.

- B. All Program Income revenues will be recorded according to fund source in the current FVWDB approved financial system. Related expenses associated with earning the revenue will be recorded as expenditures against the fund Program Income.
- C. All program revenue must have a two-part journal entry to record activity: part one to record the revenue, part two to record the expense to Program Income and relief of the relevant expense accounts (i.e.; program income expenditures for a certification expense costs.)
- D. Excess Revenue from program income must be used in accordance with the funding source requirements.

SECTION XII

SUBGRANTS/SUBCONTRACTS/CONTRACTS

- A. A separate file will be maintained for each subgrant/subcontract agreement. Separate files will also be maintained for payments on each subgrant. Individual subcontractor codes will be assigned to establish a financial audit trail.
- B. Subcontractors as authorized by contract language may request advances, and must subsequently provide an accounting of actual expenses. Subcontractors receiving an advance must supply FVWDB with a written reconciliation of cash received and actual cash disbursements.
- C. The CFO is a member of the subgrant monitoring team and will perform the Financial Section of the subgrantee monitoring. The financial monitoring procedures are contained in the Fiscal Monitoring Guide.

SECTION XIII

AUDIT

- A. A financial and compliance audit shall be performed annually on an organization-wide basis with the audit period of an individual grantee coinciding with the corporate fiscal year. The audit will be conducted in accordance with U.S. General Accounting Office's Government Auditing Standards, OMB Circular A-133 for nonprofit organizations, and audit guidelines issued by significant funding sources, and Generally Accepted Accounting Principles (GAAP).
- B. The audit shall be conducted by an independent CPA firm selected through a competitive procurement process and must be on the approved list of vendors.
- C. Any audit resolution of findings or questioned costs will follow applicable DoL, DWD, or Grantor requirements.

SECTION XIV

TAXES

All tax returns, as well as Federal and State required reports, will be prepared and filed in a timely manner by the CFO, an independent CPA or other appropriate designated agent.

Annual or quarterly tax reports are due for payroll activity (941, UC-101, W2, W3, WT7), accounts payable (1099, 1096), annual revenue and expenditure (990, 990T) and Pension, Tax Sheltered Annuity, Section 125 (5500CR) must be prepared and timely filed as required.

SECTION XV

FUND SEGREGATION

Distinct General Ledger account numbers are used to insure that there is no commingling of funds in the General Ledger from separate funding sources. This includes, but is not limited to, unique cash, accounts payable and accounts receivable designations, as distinguished by the General Ledger Fund within which it resides. Sufficient internal controls must be installed to assure that expenditures are being paid from the proper funding sources.

SECTION XVI

MATCHING FUNDS

- A. Matching funds will be accounted for to adhere to the specific requirement of grants requiring matching funds. No financial system entries are to be made. Rather, matching fund amounts will be noted on the specific funding source required financial report.
- B. Matching fund contributions will be approved for receipt by the CFO and recorded monthly as received. Contribution sources include, but are not limited to:
 - 1. State and local share of classroom training expenses;
 - 2. Wages and fringe benefits paid to participants during On-the-Job Training (OJT) training periods;
 - 3. Only state and local funds (including donations of goods, personnel time, space, ect.), which are not encumbered by any other program, may be used for in-kind match.
 - 4. Other miscellaneous sources (i.e., allowance for use of employer equipment during training period, a proper share of employer supervision costs during training period, etc.).

SECTION XVII

APPENDIX

A.	CHECK RECEIPT LOG PROCEDURES
B.	Quarterly Internal Financial Review Procedures
C.	REQUISITION FORMS and PURCHASE ORDER FORMS (FUTURE)
D.	TRAVEL FORM (FUTURE)
E.	TIMESHEETS (FUTURE)
F	ACRONYM DEFINITIONS (FUTURE)
G.	CREDIT CARD RESPONSIBILITY (FUTURE)

Attachment A

CHECK LOG PROCEDURES

1. Open envelope and remove the check
2. Date stamp the check with the current date
3. Log the check into the check register log folder (front desk) as dictated below:
 - a. Date
 - b. Received from
 - c. Amount
 - d. Check number
 - e. Initials
 - f. Comment / purpose
4. Make two copies of the check
 - a. Original and one copy to CFO for deposit preparation
 - b. Second copy placed in expanding file maintained up front

Attachment B

QUARTERLY INTERNAL FINANCIAL REVIEW PROCEDURES:

1. After the end of each quarter, a finance review will be performed for each month to ensure:
 - a) Accurate and complete documentation of Accounts Payable
 - b) Accurate and complete documentation of Accounts Receivable
 - c) Accurate and complete documentation of Journal Entries
 - d) Completion of monthly bank reconciliations for all FVWDB bank accounts
 - e) All checks received by FVWDB are deposited into a FVWDB bank account
 - f) All Purchase Orders issued are either closed-out or listed as in progress
 - g) Verify accuracy of vacation and sick leave hours earned, available and remaining balances
2. Ensure accurate and complete documentation of A/P, A/R, AJEs
 - a) Using the 'Finance Quarterly Internal Review Reports FVWDB' worksheet as a template, randomly select at least 10 transactions from A/P, A/R, or AJEs, using the accounting software's transaction reports or physical documentation.
 - b) After selecting 10 and listing the transactions on the review worksheet, gather all documentation from files for each transaction, make copies and return to original files.
 - c) Review all documentation thoroughly ensuring that:
 - 1) signatures are present
 - 2) expenses are allocated to correct funds
 - 3) transactions are described appropriately and adequately
 - 4) expenses are justified by the documentation on file
 - 5) all necessary documentation is present
 - d) Attach all copies of supporting documentation to review worksheet.
 - e) Note any comments or questions on the worksheet and clarify/follow up with CEO and CFO
 - f) Outline any suggestions for corrections and provide these suggestions to the CEO and CFO.
3. Gather all monthly bank reconciliations, as well as bank account statements for all FVWDB bank accounts, and cross check that account balances match. Attach copies to review worksheet.
4. Perform a cross-check of all the checks received by FVWDB as listed on the "Checks Received Log" to verify that all checks received were in fact deposited and are shown on the Bank Statements. A "sign-off" to indicate this was completed and a notation as to the outcome, i.e., "all checks received during the month of May 2012 were deposited in the Chase checking account".
5. Verify that all Purchase Orders issued during the month, or quarter, were either "closed-out" (FVWDB received and paid the related invoice), or they are on a "In progress" listing.

6. Review and verify the details maintained by Payroll of the vacation and sick pay hours earned, used and remaining. This detail is maintained by Payroll in an excel file with a tab for each employee; and is updated after each payroll run. The verification process will include cross-verification with ORION Payroll bi-weekly detail reports.
7. Prepare a final summary written report of the outcome of each review for signature by the CEO and CFO.

Attachment C

REQUISITION FORM and PURCHASE ORDER FORM. (Future addition)

Attachment D

TRAVEL FORM (Future addition)

Attachment E

TIMESHEET (Future addition)

Attachment F

ACRONYMS / DEFINITIONS (Future addition)

Attachment G

CREDIT CARD RESPONSIBILITY (Future addition)

**FOX VALLEY WORKFORCE DEVELOPMENT BOARD,
INC.**

PERSONNEL POLICY

**Revised and approved
September 13, 2012**

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Summary of Change(s)			
Page	Change	Date	Authority
i-ii	Updated Table of Contents	9/13/12	FVWDB
13	Section V – D. Per diem reference changed to federal rates	9/13/12	FVWDB
21	Section VIII - Termination – modified duration allowed for COBRA	9/13/12	FVWDB
21	Section IV - Gift / Staff Awards – Future addition	9/13/12	FVWDB
29	Appendix D. – Updated “Conflict of Interest” statement	9/13/12	FVWDB

The Fox Valley Workforce Development Board, Inc.

The Fox Valley Workforce Development Board, Inc. functions as a catalyst between public and private partnerships. By anticipating and developing solutions for tomorrow, our goal is to achieve an environment of accessible, high quality, efficient and affordable training, and employment opportunities for today.

The Fox Valley Workforce Development Board, Inc. is a non-profit, 501(c)(3) organization that serves as one of the Workforce Investment Boards established by the 1998 federal Workforce Investment Act (WIA). FVWDB administers WIA programs, operates six One-Stop Job and Career Centers, and provides business services to employers. The Fox Valley Workforce Development Area covers Calumet, Fond du Lac, Green Lake, Outagamie, Waupaca, Waushara, and Winnebago Counties.

Our Mission

The Fox Valley Workforce Development Board, Inc. fosters an environment of accessible, high quality, efficient and affordable training and employment opportunities to individuals, employees, and employers.

Our Vision

The Fox Valley Workforce Development Board, Inc., as an innovative leader, serves our communities by providing individuals opportunity to seek their fullest potential while affording businesses the opportunity to recruit the highest quality employees.

FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.

STATEMENT OF INTENT

This manual is intended to provide all personnel employed by Fox Valley Workforce Development Board, Inc., (FVWDB) with an understanding of the guidelines under which they are employed by Fox Valley Workforce Development Board, Inc. The success of the agency depends upon its people. As a result, this policy shall provide for a working relationship by establishing the following objectives:

- To recruit and select employees on the basis of their relative knowledge, skills, and abilities.
- To explain employee and employer responsibilities and provide for an equitable method of compensation for all employees.
- To recognize good job performance, reward exceptional performance and correct inadequate performance in a fair and timely manner.
- Assure fair treatment of all applicants and employees in all aspects of personnel administration.

There is nothing contained in these policies or in spoken words that may be construed to establish a contractual relationship between Fox Valley Workforce Development Board, Inc. and the employee. Either the employee or Fox Valley Workforce Development Board may terminate employment at any time.

No changes of the Personnel Policies can be made except by the approval of Fox Valley Workforce Development Board Executive Committee and/or WDB.

SECTION I: RESPONSIBILITIES AND AUTHORITY

Clear delegations of authority and organization structure are essential to effective and efficient management. As a result, the responsibilities and authorities outlined in this section are meant to provide an operational mode for FVWDB personnel policies.

A. Fox Valley Workforce Development Board shall:

- ◇ Approve personnel adjustments
- ◇ Review and approve personnel policies and amendments
- ◇ Select and hire the CEO
- ◇ Delegate personnel duties to the Executive Committee as necessary

B. Executive Committee shall:

- ◇ Advise the CEO on matters concerning implementation of personnel policy
- ◇ Review proposed personnel policies and amendments as developed by the CEO and make recommendation to FVWDB for consideration and action
- ◇ Review personnel action as reported by the CEO
- ◇ Approve annual salary budget

C. CEO shall:

- ◇ Maintain a list of all employees which shall include the position, title, pay, status, and other pertinent data
- ◇ Develop and oversee the recruitment and selection program
- ◇ Maintain employment and performance records of employees
- ◇ Oversee the administration of salaries and benefits in accordance with established plans and budgets
- ◇ Disseminate information regarding the personnel program, fringe benefits and conditions of employment to all employees
- ◇ Monitor temporary and overtime assignments
- ◇ Establish standards and procedures to ensure uniformity in the application of discipline and the processing of employee grievances
- ◇ Coordinate programs to improve employee effectiveness and training
- ◇ Select or serve as an Affirmative Action Officer for FVWDB who will review and administer the Program
- ◇ Investigate unemployment compensation claims and represent the agency at hearings

D. Fox Valley Workforce Development Board staff with supervisory responsibility shall:

- ◇ Implement and enforce personnel policy with employees they supervise
- ◇ Coordinate with CEO the employee orientation and in-service training

SECTION II: SALARY ADMINISTRATION

Salary administration involves development of positions, setting of wage levels, and performance review. Salary guidelines and periodic reviews enable equitable compensation and job analysis needs of the organization.

A. EMPLOYMENT STATUS

Full Time is an employee who works eighty (80) hours in a two week pay period for a total of 2080 hours in a year.

Part Time is an employee who works an average of less than thirty-five (35) hours in one week or less than 1,820 hours in one year.

Limited Term Position is an employee hired for full-time employment for a limited time as it relates to the funding of the position for new program start-up or for special project(s).

Temporary Part Time is an employee who is hired on an irregular part-time basis as needed or as available.

Probationary Employee applies to all employees during the first three months of employment **or** as determined by the CEO and direct supervisor.

B. NEW OR CHANGED POSITIONS

The CEO of FVWDB shall identify and justify the need for a new or changed position, establish a job description and wage range, and submit a request for approval of the position to the Executive Committee of the FVWDB. The Executive Committee will approve or disapprove.

C. SALARY UPON TRANSFER OR PROMOTION

An employee who is promoted shall be given an increase in salary effective with the effective date of promotion.

D. SALARY REVIEW

Any change in salary shall include an interview with the employee by his/her supervisor. At such interview, the supervisor shall:

- ◇ Review and discuss the duties of the job
- ◇ Review and discuss the employee's performance of these duties
- ◇ Complete a prescribed performance evaluation form

E. PERFORMANCE EVALUATION

Performance evaluation reports shall be considered in decisions affecting advancement, overtime assignments, promotions, demotions, discharge, order of lay off, re-employment and training. Evaluations shall meet the following criteria:

- ◇ Each employee shall have his/her performance formally evaluated at a minimum of once per year
- ◇ Annual performance evaluations shall be in writing on forms approved by the CEO
- ◇ Probationary employees shall have their performance evaluated at ninety calendar days

The person conducting the performance evaluation shall normally be the employee's immediate supervisor. The supervisor shall be responsible for completing a performance evaluation report at the time prescribed for each employee under his/her supervision.

Supervisor completing evaluations shall review all performance reports with the CEO, then the employee, before the report is filed in the employee's personnel folder. The CEO shall be responsible for the overall administration of the employee performance evaluation program. The CEO shall be evaluated by the Executive Committee.

F. OVERTIME

There are two types of employees in regard to overtime. They are exempt and nonexempt. Those who are in management and mid-management positions are considered exempt. Non-management is nonexempt.

Nonexempt employees shall be paid time and one half (1½) for all authorized hours worked in excess of 80 hours in a two week pay period. Overtime shall be approved in advance by the CEO and shall be kept to a minimum for specific occasional peak workloads or emergencies. Overtime shall be scheduled as fairly and practically among employees based upon the function to be performed and qualifications to perform the job.

G. INCENTIVE AWARDS & SEVERANCE PAY

Forms of compensation for employees of FVWDB: incentive awards can be used as a reward or a retention mechanism, and they do not increase the base annualized salary or wage for pension benefit calculations. Severance pay, on the other hand, is to ease the transition from employment to a permanent layoff. Incentive awards and severance are normally a one-time payment for a designated period.

1. **Agency Performance Pay:** Equal distribution to all current employees based on number of months employed in a year for a designated award.
2. **Individual Performance:** Distribution based on personal performance evaluation.

Any incentive awards and severance pay are to be recommended for award amount and method of distribution by the Executive Committee.

SECTION III: RECRUITMENT, SELECTION, AND PLACEMENT

Recruitment and selection shall be conducted in an appropriate manner to ensure open competition and provide equal employment opportunities. The policy of FVWDB is to recruit and select the most qualified individual for the position in accordance with its Equal Employment Opportunity statement.

A. JOB ANNOUNCEMENT

Solicitation for applications will be made in a local newspaper with wide circulation in the Fox Cities, Calumet, Fond du Lac, Winnebago and Waupaca Counties. In addition, notification will be made to the local Job Service office and through the Fox Valley Workforce Development Board, Inc. website. All vacancy announcements will contain the position title, a summary of job duties, and minimum qualifications acceptable for the job. FVWDB may initiate continuous recruitment for any position. Job openings will be posted internally prior to advertisement.

B. APPLICATION

Application for employment shall be made on forms prescribed by the CEO and which meet State and Federal requirements. All applications will be kept on file for one (1) year.

C. SELECTION METHODS

The selection process shall maximize reliability, objectivity, and validity through practical and job-related assessment of applicant attributes necessary for successful job performance and career potential. The method or devices used may include but need not be limited to one or more of the following:

- ◇ Review of education, training, and experience
- ◇ Practical written or oral tests, work sample, or performance test, if job-related
- ◇ Background and reference inquiries

D. SELECTION PROCESS

Applications shall be reviewed by the CEO and/or staff delegated by the CEO. Interviews may be conducted by designated staff to establish a list of eligible candidates for final consideration. Such interviews will be conducted in a manner consistent with proper personnel policies and procedures. All interviewing techniques will be uniform and applied consistently to all candidates. The top candidates will be referred for final interview and selection by a panel composed of the immediate supervisor, the CEO or delegate, and a third person, if so designated by the CEO. The CEO has final authorization on all selection decisions. Each person competing in the selection process shall be given written notice of the selection decision.

E. SELECTION RESTRICTIONS

All new applicants are subject to the restriction of nepotism. An applicant is disqualified when a member of the applicant's immediate family is employed by Fox Valley Workforce Development Board, and the employment would result in a supervisory relationship.

No WDB member, Local Elected Official (LEO), or employee shall give preferential treatment in the supervision or management of another employee who is a member of his/her immediate family.

No WDB member, LEO, or employee shall effectively recommend or decide to hire, promote, or establish the salary of another person when the person affected is a member of his/her immediate family.

The term "immediate family" means wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild.

F. PLACEMENT

Once the selection process is completed and the most qualified candidate is identified, the offer for employment is made. Pending acceptance of employment, an agreed upon date is set for commencement of the position.

The immediate supervisor shall be responsible for ensuring that the new employee is enrolled on the payroll, all benefit information is given to the employee, and all necessary forms pertaining to the new employee's employment are filled out and forwarded to the proper personnel. Also, the new employee's immediate supervisor is responsible to see that the employee is informed of all benefits and duties related to his/her employment.

Please Note: Due to irregularities in funding, all positions are dependent on availability of resources. There is no guarantee of longevity.

SECTION IV: FRINGE BENEFITS

Any changes to the following benefits are subject to FVWDB Executive Committee and/or WDB approval.

A. BENEFIT ELIGIBILITY

Full time employees are defined as those who are hired and scheduled to work eighty (80) hours in a two week pay period and are eligible for benefits.

Benefits go into effect the first day following ninety (90) consecutive calendar days of employment. Other plan specific eligibility requirements may also apply.

B. PAID HOLIDAYS

The following days are paid holidays for all full-time and part-time employees normally scheduled to work on those days.

- New Years Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Years Eve Day
- One Floating Holiday

The equivalent of 4 hours on Good Friday or some other day during the pay period Good Friday falls on.

In the event one of the above holidays falls on a Saturday, the paid holiday will be taken on the Friday immediately before it. If the holiday falls on Sunday, the holiday will be taken on the following Monday.

For full-time, salaried exempt employees, a holiday will be considered to be one day's pay (eight hours).

For full-time and part time, hourly employees, the number of paid holiday hours is the number of hours the employee is normally scheduled to work on that day.

C. EARNING PAID VACATION: FVWDB is on a Calendar Year for Benefits such as vacation and sick time accrual.

Effective July 1, 2010, any individuals hired by the FVWDB after July 1, 2010 will accrue vacation time.

All full-time and part-time employees, whether their positions are Exempt or Non-Exempt, earn vacation time based on the number of years of continuous employment at FVWDB. Part-time employees are pro-rated based on years of employment and hours worked. The rate at which vacation is earned includes the following.

- Up to five years
 - 2 weeks vacation
- At least 5 years but less than 8 years of continuous employment:
 - 3 weeks vacation
- At least 8 years but less than 10 years of continuous employment:
 - 4 weeks vacation
- 10 or more years of continuous employment:
 - 5 weeks vacation

Individuals not requesting insurance coverage will receive two weeks of vacation in addition to the accrued vacation. The extra two weeks of vacation will be accrued in addition to the regular vacation accrual schedule. If staff requires insurance, this will allow Fox Valley Workforce Development Board, to pro-rate the previously earned weeks out of the vacation total.

Grandfather Clause

Individuals hired to FVWDB prior to July 1, 1998 were granted four weeks of vacation upon hire as their base. They are to add additional vacation based on the policy not to exceed seven weeks base and the option for two additional weeks in lieu of insurance per policy.

All employees hired from Workforce Economics, Inc. (WE, Inc.) in February and April of 2010 will be granted their original hire date with WE, Inc., unless otherwise specified, for FVWDB benefits, considered as date of hire. Individuals hired from WE, Inc. and previously employed with CareerPros, Inc. will be granted their original hire date with CareerPros as approved through their employment with WE, Inc.

D. USING PAID VACATION

Within the above guidelines, any paid vacation that has been earned may be taken, in any increments of at least (1/2) hour by hourly employees, one hour (1) by salaried non-exempt (non-management employees), and one (1) day by salaried exempt employees (management employees), at any time during the year with prior approval of the direct supervisor or CEO. All earned vacation must be taken by the end of the calendar year (December 31st) it is earned, or it will be lost. Vacation hours may NOT be carried into the next year.

The CEO may approve extending vacations on an individual staff basis. The Board Chair must approve any extension of vacation for the CEO.

Upon termination/resignation, any earned but unused vacation time will be paid to the employees as a lump sum payment within two pay periods of time of termination. This payment will not extend the last day of work or the termination/resignation date. If upon termination/resignation an employee has used more vacation hours than they've earned, the value of the used but unearned vacation pay will be deducted from their final check. **Note: Regardless of hire date, vacation payout will be pro-rated. For example, an employee hired prior to July 1, 2010, who resigns or terminates ½ way through the year, would be eligible to receive a payout of ½ of earned vacation minus vacation used. In this example, if the employee was eligible for four weeks and had used one week already, payout would equal one week. $((4 \text{ weeks} * \frac{1}{2}) - 1 \text{ week}) = 1 \text{ week payout}$.**

E. EARNING SICK LEAVE

All full-time and part-time employees earn sick leave at the rate of 8 hours per month. Unused sick leave may be accumulated to a maximum of 300 hours. Any earned sick leave which results in more than 300 hours of accumulation is paid at a rate of 25% of its value either into a qualified, tax deferred retirement account of the employee's choice or as an additional wage payment. The payment will be made on a semi-annual basis.

F. USING SICK LEAVE

Sick leave is intended for employees to be paid while they are not able to work because of their medical condition, or while they must care for a member of their immediate family whose illness requires their immediate care. Sick hours may not be used in combination of regular and/or vacation hours, if such a combination would result in an employee being paid for more than 40 hours in any workweek.

Sick leave may be used, in increments of at least ½ hour by hourly employees, 1 hour by salaried non-exempt employees, and 1 day by salaried exempt employees, or greater as needed. Sick leave may not be "borrowed ahead".

While it is not normally possible to predict the need to use sick leave, it is important an employee contact his/her supervisor as soon as practical in the event of illness. A supervisor may require a statement from a doctor attesting to the employee's illness before allowing the use of paid sick leave, and fitness to return to work before allowing an employee to return to their job.

Upon termination/resignation, any accumulated sick time will be lost.

A staff person may donate time to another staff person who has exhausted their paid time off benefits (sick or vacation) following approval by the CEO. The donated time would be calculated on an hourly basis and then converted to the recipients pay rate.

G. FUNERAL LEAVE

Full-time employees may be granted up to five days leave with pay in the event of the death of a member of their immediate family. "Immediate family" for funeral leave includes:

Husband or Wife
Mother, Father, Mother-in-law, Father-in-law
Son, Daughter, Son-in-law, Daughter-in-law

Grandparents or Grandparents of Husband or Wife
Grandchild
Sister, Brother
Stepchild, Step-parent or Guardian
Aunts, Uncles
Significant Others

With prior approval of the direct supervisor and/or CEO, a one-day funeral leave with pay will be granted for other relatives or other personal situations if the funeral occurs on a day the employee was scheduled to work.

With written approval by the CEO, up to three days additional paid funeral leave may also be granted when a full-time employee is required to make funeral arrangements, regardless of the employee's relationship to the deceased, if preparation for the funeral occurs on days the employee was scheduled to work.

H. UNPAID LEAVE OF ABSENCE

Unpaid leave of absence will be granted for maternity, paternity, adoption, family care, jury duty, military leave, and all other legally required reasons for taking an unpaid leave of absence. Unpaid leave may also be granted in instances when it is not legally required. If no paid time is earned during any calendar month, no insurance premiums will be paid by Fox Valley Workforce Development Board, unless otherwise required by State and/or Federal law. Unpaid leave of absence must be approved by the CEO. Arrangements for payment of insurance premiums should be made at this time.

I. FAMILY OR MEDICAL LEAVE

It is the policy of Fox Valley Workforce Development Board, to comply with all applicable State and Federal laws.

Accordingly, under the Wisconsin Family or Medical Leave Act, Wis. Stat. Sec. 103.10, and the Federal Family and Medical Leave Act of 1993, PL 103-3, an employee who has been employed by FVWDB for at least 12 months and has worked for at least one thousand (1,000) hours during the preceding fifty-two week period, is a "qualifying employee" for family and/or medical leave. Such a qualifying employee may take up to twelve (12) weeks unpaid leave within (12) month period for the birth of a child or the placement of a child with the employee for adoption or foster care, or for the care of a spouse, child or parent to the employee if there is a serious health condition, or for a serious health condition of the employee that makes the employee unable to perform the functions of their position. The employee's entitlement to leave for the birth, placement or adoption of a child must be taken with twelve (12) months after the child's birth, placement or adoption. In no event may an employee take more than a total of twelve (12) weeks of unpaid family or medical leave in any twelve (12) month period.

J. SOCIAL SECURITY

All employees will have the required amount of their Federal Social Security taxes deducted from their pay and FVWDB will provide its required contribution as the employer.

K. UNEMPLOYMENT COMPENSATION

FVWDB, as a qualified employer, contributes to the Wisconsin Unemployment Compensation fund.

L. WORKERS COMPENSATION

Employees of FVWDB are covered for benefits under Worker's Compensation laws of the State of Wisconsin. Job-related injuries are required to be reported as soon as possible to your supervisor. An accident report must be filed.

M. RETIREMENT PLAN

FVWDB will provide a discretionary amount of an employee's annual salary to a 401(k) plan based on the following criteria:

Following one year of employment and 1000 hours of service, the employee becomes eligible for company contributions. This is a three year tiered process; in the first year, the employee is zero percent vested, at the end of the second year the employee is 50% vested, and at the end of the third year the employee is 100% vested for FVWDB contributions. All *employee* contributions are 100% vested and are property of the employee at all times.

Additional information will be offered by the plan administrator at the time of enrollment.

N. HEALTH INSURANCE

Subject to eligibility and applicable waiting periods, FVWDB provides all full-time employees the opportunity to enroll in a health insurance plan selected by FVWDB. The Fox Valley Workforce Development Board will annually designate the shared premium cost for either a single or family plan. The remaining amount is the responsibility of the employee, and is paid through payroll deduction. **Please note:** If an employee's spouse has the option to take insurance with their respective employer, they are required to utilize their employer's insurance. The spouse with the earliest calendar month birthday will be responsible for dependant insurance. (Note: When employees are requested to adjust hours down due to funding cuts, insurance benefits will be maintained if possible.)

O. LIFE INSURANCE

Subject to eligibility and applicable waiting periods, all full-time employees are enrolled in a term life insurance plan. Coverage for eligible employees is equal to the value of their estimated annual salary.

The premium for coverage is fully paid by Fox Valley Workforce Development Board.

P. DISABILITY INSURANCE

Subject to eligibility and applicable waiting periods, all full-time employees are enrolled in a long-term disability plan. The premium is fully paid for by FVWDB. Short-term disability insurance is not provided.

Q. EMPLOYEE ASSISTANCE PROGRAM

The overall objective of the Employee Assistance Program is to reduce problems in the work force and to retain valued employees. We recognize that problems of a personal nature can have an adverse effect on an employee's job performance. It is also recognized that most personal problems can be dealt with successfully when identified early and help is sought. The purpose of the Employee Assistance Program is to provide these services through special arrangements with an outside counseling resource. The program is designed to deal with the broad range of human problems such as emotional/behavioral, family and marital, alcohol and/or drug, financial, legal and other personal problems. The program will provide problem assessment, short-term counseling and referral. Fox Valley Workforce Development Board, Inc. will pay for up to six (6) counseling visits per year. If costs are incurred for other services that are not covered by insurance or other benefits, those costs will be the responsibility of the employee. Under special consideration, the employee may request additional support from the CEO.

Such a program must protect the privacy of the individuals concerned and, if it is to achieve its objectives, employees seeking assistance through the program must be assured that their employment status will not be jeopardized by the fact of their seeking such assistance.

Accordingly, it is the policy of FVWDB to handle problems arising from alcoholism, other chemical dependencies, and personal problems within the following guidelines:

A qualifying employee taking and/or utilizing medical leave must give FVWDB reasonable advance notice of such leave and must schedule the leave so that it does not unduly disrupt FVWDB operations. A qualifying employee may substitute, for portions of family and/or medical leave, paid or unpaid leave of any other type provided by FVWDB and accrued to the employee. Fox Valley Workforce Development Board, Inc. may require certification from a health care provider if the employee requests family leave to care for a child, spouse, or parent with a serious health condition, or if the employee requests medical leave.

The employee's group health insurance will be maintained during the period of a leave required by the law, provided the employee continues to make any premium contributions as required by the health insurance plan. Additional information regarding the requirements/provisions relating to group health insurance during period of a leave may be obtained from the Financial Department.

Upon return to employment from family and/or medical leave, the employee will be returned to his/her employment position held immediately prior to the leave if vacant, or placed in an equivalent position if the position is not vacant.

Definitions

Alcoholism and Other Drug Abuse Problems: Illnesses in which the employee's or his/her dependent's consumption of alcoholic beverages and/or use of other drugs, definitely and repeatedly interferes with the employee's job performance.

Personal Problems: Behavioral/medical problems such as physical, psychological, marital, financial, legal, etc., involving either the employee or a dependent, that definitely and repeatedly interferes with the employee's job performance.

Guidelines:

1. Management is concerned with an employee's personal problems and how they affect him/her as a person as well as how the employee's well being influences his work performance.
2. The policy applies to all employees of FVWDB no matter what their job title or responsibilities.
3. The program is available to employees or their families on a self-referral basis since problems at home can affect the job. If employees or family members have personal problems that may benefit from assistance, they are encouraged to use the program.
4. Participation in the program will not jeopardize an employee's job security, promotional opportunities or reputation.
5. All records and discussions of personal problems will be handled in a confidential manner as other medical records. These records will be kept by the designated counseling resource and will not become a part of the employee's personnel file.
6. When work-related performance problems are not corrected with normal supervisory attention, employees will be encouraged to seek assistance to determine if personal problems are causing unsatisfactory performance. If performance problems persist, the employee will be subject to normal corrective procedures.

It is the responsibility of all levels of management to utilize this program when appropriate to assist in resolving job performance problems equated to personal problems.

SECTION V: CONDITIONS OF EMPLOYMENT

Fox Valley Workforce Development Board, Inc. is organized to provide employment and training opportunities to the Public. It is the responsibility of the employees of FVWDB to provide professional and courteous service to the general public and to perform their roles and responsibilities to the best of their ability.

A. HOURS OF WORK

The offices of Fox Valley Workforce Development Board, Inc., unless otherwise posted, will be open Monday through Friday from 8:00 AM until 4:30 PM. The normal work-week for full-time employees shall be forty hours. Employees of FVWDB may vary their working hours, arriving up to one hour before starting time and working up to one hour after closing time, provided that each full-time employee is present for a minimum of seven (7.5) business hours each working day. Flex scheduling variances must be approved by the CEO prior to implementation and may be curtailed temporarily or permanently at any time. In the event that circumstances dictate, employees are expected to perform without regard to normal working hours and duties.

B. LUNCH PERIODS

An unpaid, one-half hour, lunch period is normally scheduled midway in an eight hour day. The lunch period is one half hour unless an employee wishes a one-hour break, in which case, arrangements should be made with the immediate supervisor. Lunch periods cannot be used to shorten the workday. Since FVWDB office remains open continuously on normal work days, it is necessary to assure breaks are scheduled so that adequate staff coverage is provided at all times. The phones will be on "night" answering between 12:00 and 12:30 PM for lunch and during staff meetings.

C. AUTO MILEAGE

Auto mileage will be reimbursed at the IRS rate to employees for authorized use of their personal vehicles for business. Such mileage is payable monthly upon submission of a mileage report form. All employees using automobiles must have a valid driver's license and adequate liability insurance.

D. MEAL ALLOWANCE WHILE TRAVELING

Meal allowance will be reimbursed at the rate of the federal per diem guidelines and 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 mealtime. The CEO must approve such activities. The CEO must approve expenses exceeding the limits for payments. Current per diem rates can be found at <http://www.gsa.gov/portal/category/21287>. If the link is outdated, contact the CFO for update.

E. OTHER EXPENSES

There are times when you may incur other expenses in the course of doing your job. These may include but are not limited to: parking fees, tolls, public transportation costs or minor purchases you must pay cash for. ALL EXPENSES need to be pre-approved by direct supervisor and/or CEO. To be reimbursed for these expenses, you must present an itemized receipt. *If an actual receipt is not available, the employee must provide a detailed note explaining all charges.* All expenses over \$50 must have a purchase order and signed requisition and be purchased through the Fiscal Office.

F. TELEPHONE

FVWDB permits use of telephones for personal calls; however, such calls are to be limited to necessity only. Outgoing local calls require dialing “8” prior to the desired telephone number. Should a long distance personal call be necessary, staff are to use a personal calling card or a personal cell phone.

G. TRAINING

Depending on the availability of funding, the Fox Valley Workforce Development Board, Inc. may pay for all or part of the cost of education or training received by an employee.

- (1) Required Training and Meetings
 - If FVWDB requires specific training, it will pay the cost of the tuition or course fee, any required travel, meals and lodging.
- (2) Non-Required Single Course Training:
 - If it is determined that a particular single course or training session, not intended to lead to a formal degree, is of significant value to the agency, authorization may be obtained for all or part of the cost of that single course and related expenses paid for by FVWDB.
- (3) Individual Professional Growth (*Limited to full-time staff following probationary period.*)
 - FVWDB encourages these efforts and will provide for the payment of course fees and incidental fees incurred by employees subject to budgetary consideration, available funds and when it will benefit the agency. Tuition and books will be paid for upon presentation of a bona fide receipt indicating the exact amount and the grade. If the employee fails to complete the course and/or receives a grade level lower than a “C”, meaning “average”, “passing”, or “credit”, or whatever ranking system is applicable, the costs will not be reimbursed to the employee. The CEO must approve all training prior to enrollment in the class.

H. TRAVEL POLICY

- 6. Auto Mileage will be reimbursed at the IRS rate to employees for authorized use of their personal vehicles for business. Such mileage is payable no less than monthly upon submission and approval of a mileage report form.

7. The CEO must approve expenses exceeding these limits. The Chair and/or Executive Committee member will approve CEO's expenses exceeding these limits. Documentation of explanation must be attached to Requisition.
8. Expense Reimbursements will be signed by the employee, supervisor and the CEO.
9. Expense Reimbursement vouchers will be processed by the Accounts Payable Manager or designated staff. All supporting documentation and receipts must accompany requests for reimbursements before payment will be made.
10. Travel advances may be requested for the estimated cost of the trip by submitting a Requisition or letter to the CEO.
 - a) Advances will be processed according to current agency practices for payment of invoices.
 - b) Employee will submit an Employee Reimbursement Voucher detailing the actual cost of the trip in a timely manner. Payment of the voucher will be reduced by any advanced amounts.

OUT-OF STATE TRAVEL

Out of State Travel is at the discretion of the CEO. All out of state staff travel must be approved by the CEO prior to travel and travel arrangements made and documents submitted to the Fiscal Office or delegated staff.

CEO out of state travel will be approved by the Chair or designated Executive Committee member. When possible a minimum of a 15 day advance request must be provided. On the occasion of emergency travel, the CEO will contact the Board Chair by phone or email to provide notification.

Actual costs will be reimbursed with supporting documentation. All staff are requested to search airline tickets as soon as travel is approved and no less than 10 days prior to the travel date, except for emergency travel.

Fox Valley reimburses for actual costs with supporting documentation and receipts. The following CFR 230 rules will be followed.

2 CFR 230:

a. General. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-profit organization. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-profit organization's non-federally-sponsored activities.

b. Lodging and subsistence. Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the non-profit organization in its regular operations as the result of the non-profit organization's written travel policy. In the absence of an acceptable, written non-profit organization policy regarding travel costs, the rates and amounts established under subchapter I of Chapter 57, Title 5, United States Code ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter shall apply to travel under Federal awards (48 CFR 31.205–46(a)).

c. Commercial air travel. (1) Airfare costs in excess of the customary standard commercial airfare (coach or equivalent), Federal Government contract airfare (where authorized and available), or the lowest commercial discount airfare are unallowable except when such accommodations would: require circuitous routing; require travel during unreasonable hours; excessively prolong travel; result in additional costs that would offset the transportation savings; or offer accommodations not reasonably adequate for the traveler's medical needs. The non-profit organization must justify and document these conditions on a case-by-case basis in order for the use of first-class airfare to be allowable in such cases.

(2) Unless a pattern of avoidance is detected, the Federal Government will generally not question a non-profit organization's determinations that customary standard airfare or other discount airfare is unavailable for specific trips if the non-profit organization can demonstrate either of the following: that such airfare was not available in the specific case; or that it is the non-profit organization's overall practice to make routine use of such airfare.

d. Air travel by other than commercial carrier. Costs of travel by non-profit organization-owned, -leased, or -chartered aircraft include the cost of lease, charter, operation (including personnel costs), maintenance, depreciation, insurance, and other related costs. The portion of such costs that exceeds the cost of allowable commercial air travel, as provided for in subparagraph] c., is unallowable.

e. Foreign travel. Direct charges for foreign travel costs are allowable only when the travel has received prior approval of the awarding agency. Each separate foreign trip must receive such approval. For purposes of this provision, "foreign travel" includes any travel outside Canada, Mexico, the United States, and any United States territories and possessions. However, the term "foreign travel" for a non-profit organization located in a foreign country means travel outside that country.

52. Trustees. Travel and subsistence costs of trustees (or directors) are allowable. The costs are subject to restrictions regarding lodging, subsistence and air travel costs provided in paragraph 51 of this appendix.

I. INCLEMENT WEATHER

Fox Valley Workforce Development Board, Inc. office is open Monday through Friday. Weather may make it hazardous or impossible to travel to work. At the discretion of the CEO, you may be notified to stay home or to leave the office before normal closing hours, in which you will be paid for those hours.

Employees making their own determination about the travel conditions due to the weather when the office is not closed may use earned vacation time, if available, or take time off without pay.

J. OUTSIDE EMPLOYMENT

An employee may hold another job only if it does not distract, discredit or otherwise interfere with employment at FVWDB. Such employment must be declared before beginning employment with FVWDB and approval must be obtained for continuation of such employment. If the employee is already employed by FVWDB such positions must be reviewed before acceptance of such employment. Management reserves the right to curtail such activities or request termination from such employment where the other activity is detrimental to the work of the employee at FVWDB. Refusal by the employee to comply with such a request is grounds for dismissal.

K. CODE OF CONDUCT

FVWDB employees shall avoid organizational, as well as personal conflicts of interests and the appearance of conflict of interest. Each FVWDB employee agrees to abide by FVWDB code of conduct which is included in the Appendix section of this Personnel Policy. Each FVWDB employee shall complete and sign a Conflict of Interest Disclosure Statement as described in the Code of Conduct. The Disclosure Statement is found under the Appendix section of this Personnel Policy and shall be reviewed and updated annually or more often if necessary.

SECTION VI: DISCIPLINARY ACTION

The discipline policy is uniform, applying equally to all units and individuals. Any willful or inexcusable breach of rules will be dealt with firmly.

A. DISCIPLINARY STEPS

First offense: The employee will be given a verbal reprimand. The supervisor shall give the employee the reasons for being disciplined and also the manner in which the employee should correct his/her problem in the future. Such action should be documented and placed in the individual's personnel file.

Second Offense: The employee shall be given a written reprimand, with a carbon copy to the personnel file containing the signature of the supervisor. The letter will contain a statement detailing the incident warranting the action being taken and corrective action expected by the supervisor.

Third Offense: The employee shall be suspended for three (3) days without pay. This action will be documented in the personnel file.

Fourth Offense: The employee will be discharged by letter. Before any person is discharged, the matter shall be reviewed with the CEO.

B. IMMEDIATE DISMISSAL

The above steps are normal procedure for discipline. However, the sequence in the discipline procedure may be advanced if it is necessary and justifiable. Prior to taking any disciplinary action following the first offense, or advancing the sequence of the disciplinary procedure, supervisors shall coordinate with the CEO. Management reserves the right to discharge an employee at any time for any reason other than those regarding an employee's sex, ethnic origin, sexual orientation, political or religious affiliations, or disabilities. In the event that immediate dismissal action appears to be appropriate, the employee shall be immediately suspended pending investigation by the Executive Committee.

SECTION VII: COMPLAINT AND APPEAL PROCEDURE

When an employee believes that any conditions affecting him/her are unjust, inequitable, a hindrance to effective operation, or creating a problem, the employee should use the following procedure for the solution of such problem(s) without fear of recrimination.

A. COMPLAINT PROCESS

The employee should bring the situation to the attention of his/her immediate supervisor, explaining the nature of the problem and his/her suggested solution if he/she has one. If it is a group problem, one of the group should talk to the immediate supervisor about the problem. Any complaint should be brought to the supervisor's attention within ten (10) working days of its occurrence.

If the complaint is not satisfactorily settled by the employee's supervisor, it should be brought by the employee to the attention of the CEO. The complaint shall be in writing and shall clearly describe the reason for the complaint.

The CEO may meet with the employee and supervisor together and/or separately. A written decision will be made by the CEO within fifteen (15) days of receipt of the written complaint. (See Appendix for Discipline Report Form.)

B. APPEALS

Appeals for a hearing by the Executive Committee of FVWDB may be made within ten (10) days of:

1. Receipt of an unsatisfactory decision from the CEO concerning a complaint
2. Receipt of notice of discharge or demotion
3. Receipt of notification of disciplinary action

Appeals must be in writing with a copy furnished to the CEO.

A hearing will be scheduled by the CEO within fifteen (15) working days following receipt of the appeal. The CEO will render a decision on the appeal within ten (10) working days following the close of the hearing. The decision of the Executive Committee is final.

B. COMPLAINTS OF DISCRIMINATION

An employee can file a complaint if the person feels that he or she was discriminated against in employment on the basis of age, race, religion, color, disability, sex, national origin, ancestry, sexual orientation, arrest or conviction record, political affiliation or beliefs, or marital status.

FVWDB Guide for Resolution of Complaints addresses procedures for filing and resolution of complaints alleging discrimination. Unless otherwise stated, complaints must be filed within 180 days of the date of alleged discrimination. As described in the Guide, complaints of discrimination may be filed directly with the following organizations:

Director, Directorate of Civil Rights
US Department of Labor
200 Constitution Avenue NW
Washington DC 20210

At the option of the complainant, such complaint or allegation may be filed with:

Equal Rights Division
DWD
210 East Washington Avenue PO Box 8928
Madison, WI 53707

Department of Health and Social Services Affirmative Action, Civil Right Compliance Office
1 W Wilson Street, Room 643
PO Box 7850
Madison WI 53707

Equal Employment Opportunity Commission
310 W Wisconsin Avenue
Milwaukee, WI 53203

Office for Civil Rights
US Department of Health & Human Service 105 W Adams
Chicago IL 50503

SECTION VIII: TERMINATION

Terminations are considered either voluntary or involuntary. Employees planning to voluntarily terminate their employment are to notify, in writing, the CEO as far in advance as possible but not less than two weeks prior to their last day on the job.

Individuals terminating their employment for any reason shall be eligible to continue their participation in Fox Valley Workforce Development, Inc. group health insurance program for a period allowed by law beyond their date of termination provided that they pay the full required monthly premium.

SECTION IV: GIFTS / STAFF AWARDS

- Future addition (See Attachment HH for representative example)

*Note: Not currently in effect; will be part of the comprehensive policy review at FVWDB.

APPENDIX DOCUMENTS

Appendix A

Fox Valley Workforce Development, Inc. EQUAL OPPORTUNITY POLICY

Fox Valley Workforce Development, Inc. is committed to providing equal employment opportunity to its employees, WDB members, and program participants. FVWDB shall comply with all applicable Wisconsin Statutes, state regulations, and federal laws relating to nondiscrimination in employment and service delivery, as well as with any applicable statutes and regulations governing any applicable grants or contracts operated by Fox Valley Workforce Development, Inc. (including, but not limited to, those from the Wisconsin Department of Workforce Development, Division of Workforce Excellence, and from the Wisconsin Department of Vocational Rehabilitation). During the life of the contract Fox Valley Workforce Development, Inc. will comply with 16.765, Stats., state regulations and federal laws, and shall continue to work cooperatively with governmental and community organizations to ensure equal employment and advancement opportunities.

No otherwise qualified person shall be excluded from employment, be denied benefits of employment, or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, disability, physical condition, developmental disability, arrest or conviction record, sexual orientation, marital status, or military participation including membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state. Except with respect to sexual orientation, Fox Valley Workforce Development, Inc. will take affirmative action to achieve a balanced workforce and ensure equal employment opportunities. All employees are expected to support our goals and programmatic activities relating to nondiscrimination in employment.

No otherwise qualified applicant for services or service recipient shall be excluded from participation, be denied benefits, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, sex, religion, age, or disability. This policy covers eligibility for and access to service delivery and treatment in all of our programs and activities.

The responsibility for the coordination of this policy and the coordination of any discrimination complaint is assigned to the Workforce Delivery Area EEO Officer, may be reached Monday through Friday from 8:00 AM to 4:30 PM at 920 720-5600 or 800 236-4044. Information concerning the discrimination complaint resolution process is available upon request.

Alan D. Hesse
CEO/EEO Policy Officer

Date

Appendix B
FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.
EMPLOYEE DISCIPLINE REPORT

☐ Verbal Warning ☐ Written Warning ☐ Suspension ☐ Discharge

Employee Name: _____ **Job Title:** _____

1. Explanation of reason for disciplinary action, including specific dates, and examples.
(Attach additional comments as necessary.)

2. Has employee previously been counseled or disciplined for the same or similar reason?
☐ No ☐ Yes How long ago?

3. What must employee do to improve?

4. What are the time frames for improvements?

5. What disciplinary action will follow for failure to improve?

6. Employee Comments:

Employee Signature

Date

Signature by employee indicates
review; not necessarily agreement.

Supervisor Signature

Date

A MEMO TO EMPLOYEE MUST ACCOMPANY ALL WARNINGS OTHER THAN VERBAL.

Appendix C
FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.
CODE OF CONDUCT

POLICY

Fox Valley Workforce Development, Inc. receives and administers federal funds, including funds under the Workforce Investment Act. Fox Valley Workforce Development, Inc. officers and employees shall avoid organizational and personal conflict of interest and the appearance of conflict of interest.

APPLICABILITY

This Code of Conduct is applicable to all employees of Fox Valley Workforce Development, Inc.

CONFLICT OF INTEREST

Fox Valley Workforce Development, Inc. employees shall comply with s.946.13 Stats. under Wisconsin's criminal statutes and any valid Attorney General's opinion governing conflict of interest for public officers or employees. In part, s.946.13 Stats provides the following:

- (a) Any public officer or public employee is guilty of a Class E felony when in her/his capacity as such officer or employee, he/she participates in the making of a contract to which she/he has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on her/his part.

- (b) Subsection (1) of s.946.13 does not apply to the following:

A member of a WDB appointed under the WIA, solely by virtue of their membership (s.946.13(1)(a));

Contracts in which any single public officer or employee is privately interested which to not involve receipts and disbursements by the state or its political subdivision aggregating more than \$15,000 in any year (s.946.13(2)(a)).

Contracts involving the deposit of public funds in public depositories (s.946.13(2)(b)).

- (c) A contract entered into in violation of s.946.13(3) is void and the state or the political subdivision on whose behalf the contract was made incurs no liability thereon.
- (d) In s.946.13(4), "contract" includes a conveyance.
- (e) Subdivision (1)(b) does not apply to a public officer or public employee by reason of his/her holding not more than 2% of the outstanding capital stock of a corporate body involved in such contract.

1. **Maintain the Public Trust:** Each Fox Valley Workforce Development, Inc. employee is responsible for maintaining the public trust for the use of federal and state funds for the purpose of carrying out program requirements, including the responsibility to maintain the reputation and integrity of the program
2. **Responsibility:** Each employee is responsible for the reputation and integrity of Fox Valley Workforce Development, Inc. programs. Issues regarding conflict of interest must be raised and addressed as they arise.
3. **Ownership/Employment:** No employee shall participate in discussions on proposals or agreements for an organization, or business entity in which he/she has ownership or is employed directly in a management, supervisory, or governing body position.
4. **Membership:** No employee shall participate in discussions on proposals or agreements for organizations for which they maintain membership on a governing board, interlocking directorate or other relationship directly in a management, supervisory or governing body position.
5. **Prospect of Private Gain:** An employee shall not use his/her position for a purpose that is or that gives the appearance of being motivated by a desire for private gain for themselves or those with whom they have family, business or other ties.
6. **Disclosure:** Each Fox Valley Workforce Development, Inc. employee shall be required to complete and sign a disclosure form which covers organizational and fiduciary affiliations of the individual and the individuals' immediate family which may present a potential conflict of interest for that employee. For purposes of the Disclosure Statement, immediate family includes family members, including members by marriage, who are currently living with the employee. Any potential conflicts resulting from the affiliations of children or parents not living in the employee's home shall be disclosed as they become known.

The disclosure form shall be reviewed and updated annually, or more often as necessary. Affiliations that become a conflict of interest but were not identified in the disclosure statement shall be reported immediately so that the disclosure form may be updated.

7. **Resolution of Allegations:** Conflicts and potential conflicts of interest shall be given immediate and priority attention as they arise. Conflicts and potential conflicts will be handled as follows:
 - a. An employee shall report a conflict or potential conflict to his/her immediate supervisor. If the conflict involves an affiliation of the employee, the Disclosure statement shall be updated.
 - b. The employee and supervisor shall prepare a written report for the CEO, including a detailed description of the conflict or potential conflict and the parties involved. The report may also contain suggestions for resolution. The report shall be provided to the CEO within 24 hours of the alleged conflict being reported to the supervisor. In urgent instances, a verbal report may be given to the CEO immediately.
 - c. The CEO will discuss the alleged conflict with the employee and supervisor, and gather any other information necessary to fully examine the allegations.

- d. A written decision concerning the existence of a conflict and resolution thereof, will be made by the CEO within one (1) week of receipt of the report of conflict or potential conflict.
- e. A copy of the written decision will be provided to the employee and the supervisor and will be made available to any requesting party.
- f. If a decision is not made within 1 week, or if the employee or supervisor disagrees with the decision, an appeal may be made to the Executive Committee of FVWDB in accordance with the Complaint and Appeal Procedure in FVWDB Personnel Policy.

CHARGING OF FEES

No individual will be charged a fee for being referred to training or placed in WIA, DOL or DWD funded employment.

KICKBACKS

No officer, employee or agent of FVWDB shall solicit or accept gratuities, favors or anything of monetary value from any person in return for preferential treatment.

NEPOTISM

1. **Hires, Promotions and Salaries:** No WDB member, LEO or employee of Fox Valley Workforce Development, Inc. shall effectively recommend or decide to hire, promote or establish the salary of another person when the person affected is a member of his or her immediate family.
2. **Supervision and Management:** No WDB member, LEO or employee of Fox Valley Workforce Development, Inc. shall give preferential treatment in the supervision or management of another employee who is a member of his or her immediate family.

POLITICAL PATRONAGE

No participant or employee will be selected, rejected or promoted based on his/her political affiliation or beliefs or as a reward for political services or as a form of political patronage. No participants will be referred or subgrantees selected for DOL or DWD programs based on political patronage or affiliation.

POLITICAL ACTIVITIES

The provisions of the Hatch Act, 5 USCS s.1502 apply to

1. All individuals whose employment is WIA funded and who works for the state, a state or local agency (such as a county) or a WIA Administrative Entity, whether that entity is a county, the WDB or a nonprofit organization.
2. All individuals whose employment is WIA funded and who works in a nongovernmental agency required to comply with the Hatch Act because of provisions governing other federal funding that they receive. Some federal funding sources specify that grant recipients are considered "local agencies" for purposes of 5 USC, s.1502.

SECTARIAN ACTIVITIES

No officer, employee or agent shall use WIA, DOL or DWD funds to attempt to support either religious or anti-religious activities.

UNIONIZATION

WIA, DOL, or DWD funds will not be used in any way to promote or oppose unionization.

CRIMINAL PROVISIONS

Any officer, director, agent or employee of Fox Valley Workforce Development, Inc. who commits any of the following acts shall be prosecuted to the full extent of the law.

1. **Enrollment of Ineligibles**: Knowingly hiring or enrolling an ineligible individual;
2. **Misapplication or Theft of Funds**: Embezzling, willfully misapplying, stealing, or obtaining by fraud any money, funds, assets or property which is the subject of a WIA grant;
3. **Inducements or Threats**: Inducing another person to give up money or something of value to a person or grantee agency by threat of dismissal or refusal to renew an employment grant in connection with WIA funded activities.
4. **Obstructing or Impeding Investigations or Inquiries**: Willfully obstructing or impeding (or attempting to obstruct or impede) an investigation or inquiry into activities relating to WIA funded project when those activities are alleged to be criminal or a violation of the regulations in the DOL/DWD Policy and Procedures Manual;
5. **Promising Special Consideration**: Directly or indirectly promising any employment, position, compensation, contract, appointment or other benefit involving WIA funds as special consideration, favor or reward for any political activity; or
6. **Coercion**: Coercing another individual into making a political contribution by denying (or threatening to deny) employment or benefits under a DOL/DWD funded grant.

APPENDIX D
FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.
CONFLICT OF INTEREST – DISCLOSURE STATEMENT

Section 1:

Name: (Please print) _____

Affiliation with FVWDB: _____ Board member/Local Elected Official _____ Employee
_____ Applicant for Funds _____ Subcontractor

Do you or any other member of your immediate family have ownership interest in, investment in, employment with, contractual relationship with, fiduciary or professional relationship with, directly in a management, supervisory or governing body position, any organization or entity which receives, or to your current knowledge may be actively seeking to receive, funds from or which does business or may seek to do business with FVWDB?

_____ Yes _____ No

If you answered "Yes", please completely explain your answer, giving the name of each and every such organization and the nature of your association with it. (Use additional paper as necessary).

Section 2:

Complete only if you are an applicant for or currently receiving FVWDB funds (i.e. subcontractor). If you are not an applicant/receiving funds/subcontractor, please continue to Section 3. (Answers should be made keeping in mind each individual of the applicant's and/or subcontractor's board of directors, officers, employees, or any of their immediate family members.)

Do you have a business, employment, or family relationship with any member or employee of FVWDB or Local Elected Officials Consortium of Counties? _____ Yes _____ No

If "Yes," please provide any other pertinent information if not fully explained above in Section 1:

Does any member or employee of FVWDB or Local Elected Officials Consortium of Counties serve in on your organization's board or director's? _____ Yes _____ No

If "Yes," please list the name(s) of any such employee(s) or member(s): _____

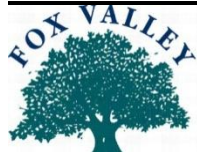
Section 3:

Do you agree to recuse yourself from matters that produce or assist in the production of a substantial benefit, direct or indirect, for yourself, one or more members of your immediate family, or an organization with which you are associated? _____ Yes _____ No

I hereby certify that the information on the information set forth above is true and complete to the best of my knowledge. Should circumstances change that require updating the information disclosed on this form, I agree to file a new declaration.

Signature

Date



WORKFORCE DEVELOPMENT SYSTEM

WORKFORCE INVESTMENT ACT (WIA) Grievance & Appeal Procedures

The following process for the filing of non-criminal complaints or grievances has been initiated for participants receiving WIA services within the Fox Valley Workforce Development Board (FVWDB) area. In the event a grievance should involve criminal activity, the Secretary of the Department of Labor should be contacted directly. Complaints alleging discrimination (other than disabled) must be filed directly with the Director, Directorate of Civil Rights, 200 Constitutional Avenue, Washington, D.C., 20210.

A complainant may be a contractor, a labor union, a community based organization, a participant or an interested party. Examples of complaints/grievances related to WIA programs may include: funding decisions, funding services, working conditions, classroom training conditions, procurement procedures, audit findings or the imposition of program or funding sanctions. Complaints may relate to discrimination on the basis of race, ethnic or national origin, sex, religion, age, disability or political affiliation or belief.

Such complaints should be of a non-criminal nature. If a WIA participant should need to file a grievance, contact FVWDB, Inc. to obtain a Grievance Complaint Information Form. The Grievance Complaint Information Form should be completed in full and include the following information:

1. Name, address and phone number(s) of the complainant
2. Name, address, phone number(s) of person(s) or agency against whom the complaint is made
3. A clear, precise statement of the facts that includes pertinent dates constituting the alleged violation
4. Names of any other agencies contacted
5. Complainant's signature

The form must be submitted within 1 year of the alleged violation to the Chief Operating Officer, who will review the grievance. Send the completed form to **Al Hesse, Chief Operating Officer, FVWDB, Inc., 1401 McMahon Drive, Neenah, WI 54956. If questions arise, call (920) 720-5600.** FVWDB, Inc. shall review the grievance/complaint to determine if the following filing criteria are met: 1) the grievance/complaint was filed within 1 year; 2) FVWDB, Inc. has jurisdiction; 3) the grievance/complaint has merit. Receipt of the completed form shall be the basis for the establishment of the filing date. FVWDB, Inc. shall acknowledge receipt of a complaint/grievance in writing within 5 working days.

A preliminary conference with the complainant and the respondent may be scheduled to clarify the nature or scope of the complaint or to attempt an informal resolution of the issue. This conference is not mandatory, but if held, it will be scheduled within seven (7) days receipt of the grievance. If the grievance is resolved at this meeting, appropriate documentation (the original grievance form and the resolution, co-signed by the complainant and FVWDB, Inc.) will be retained and the matter will be considered closed.

If such a meeting is not scheduled or fails to resolve the issue to the complainant's satisfaction, the Chief Operating Officer will schedule a hearing. Written notice of the date, time and place of the hearing will be provided to all parties involved with the grievance. The hearing will be scheduled within 30 calendar days of the filing date and will provide both the complainant and respondent an opportunity to present evidence.

The Chief Operating Officer will be responsible for issuing a decision in writing within 60 calendar days of the filing date. Copies of the decision will be presented to the complainant, the respondent and placed in a permanent file. **If the decision is not acceptable, the complainant may appeal the decision to the FVWDB, Inc. Chief Operating Officer Al Hesse at 1401 McMahon Drive, Neenah, WI 54956, (920) 720-5600.** This appeal must be filed within 10 calendar days after the complainant receives the decision, or if no decision is received, the appeal must be filed within 15 calendar days after the decision was due. If the decision at this level is unsatisfactory, the complainant can appeal to the Wisconsin Department of Workforce Development-Division of Workforce Solutions within 10 days of their receipt of the adverse decision.

I, the undersigned, verify that I have received a copy of the WIA Grievance and Appeal Procedures.

Participant's Signature

Date

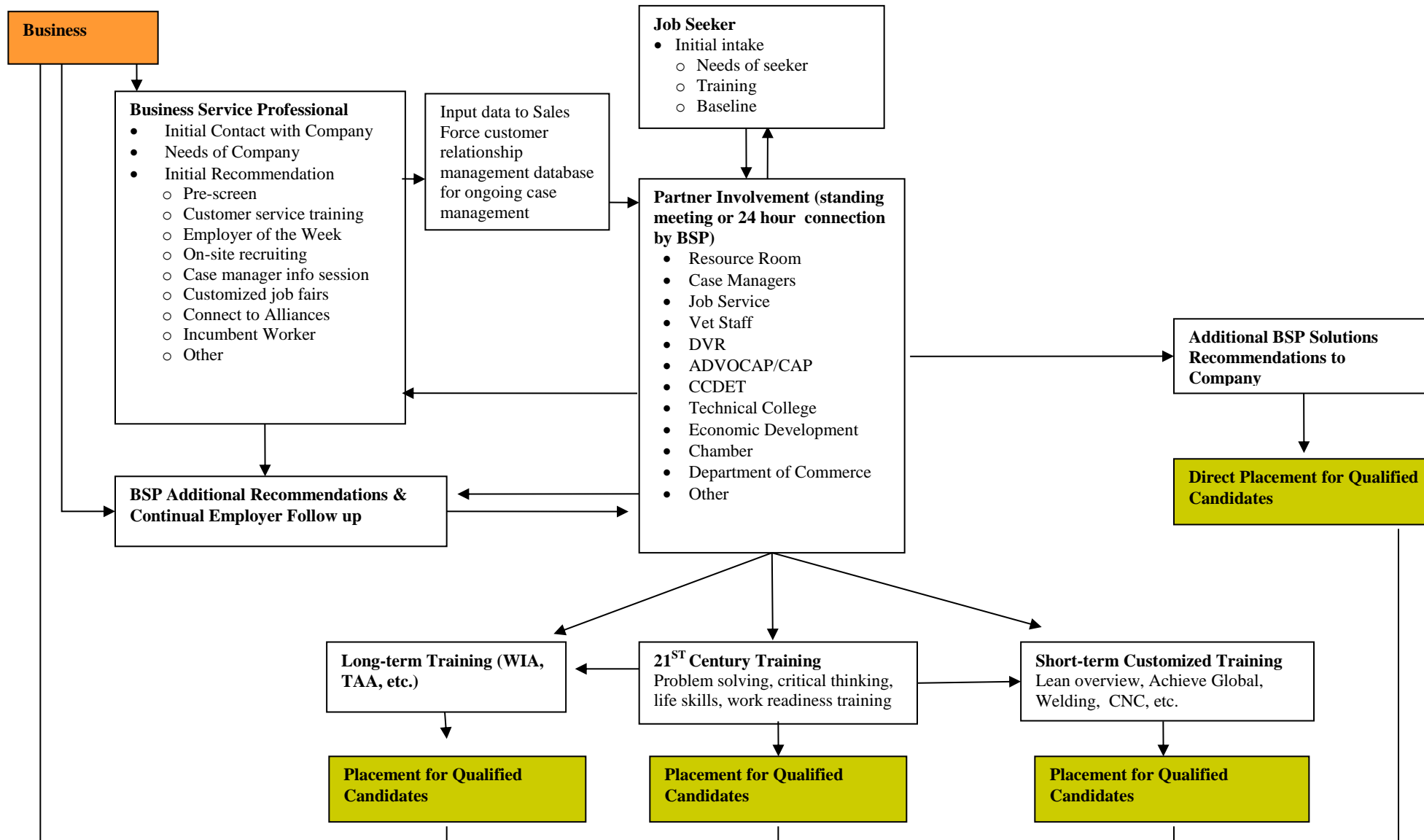
Parent/Guardian Signature

Date

(if participant is under age 18)

WIA Program Representative Signature Date

Business Services Professional Model (BSP)



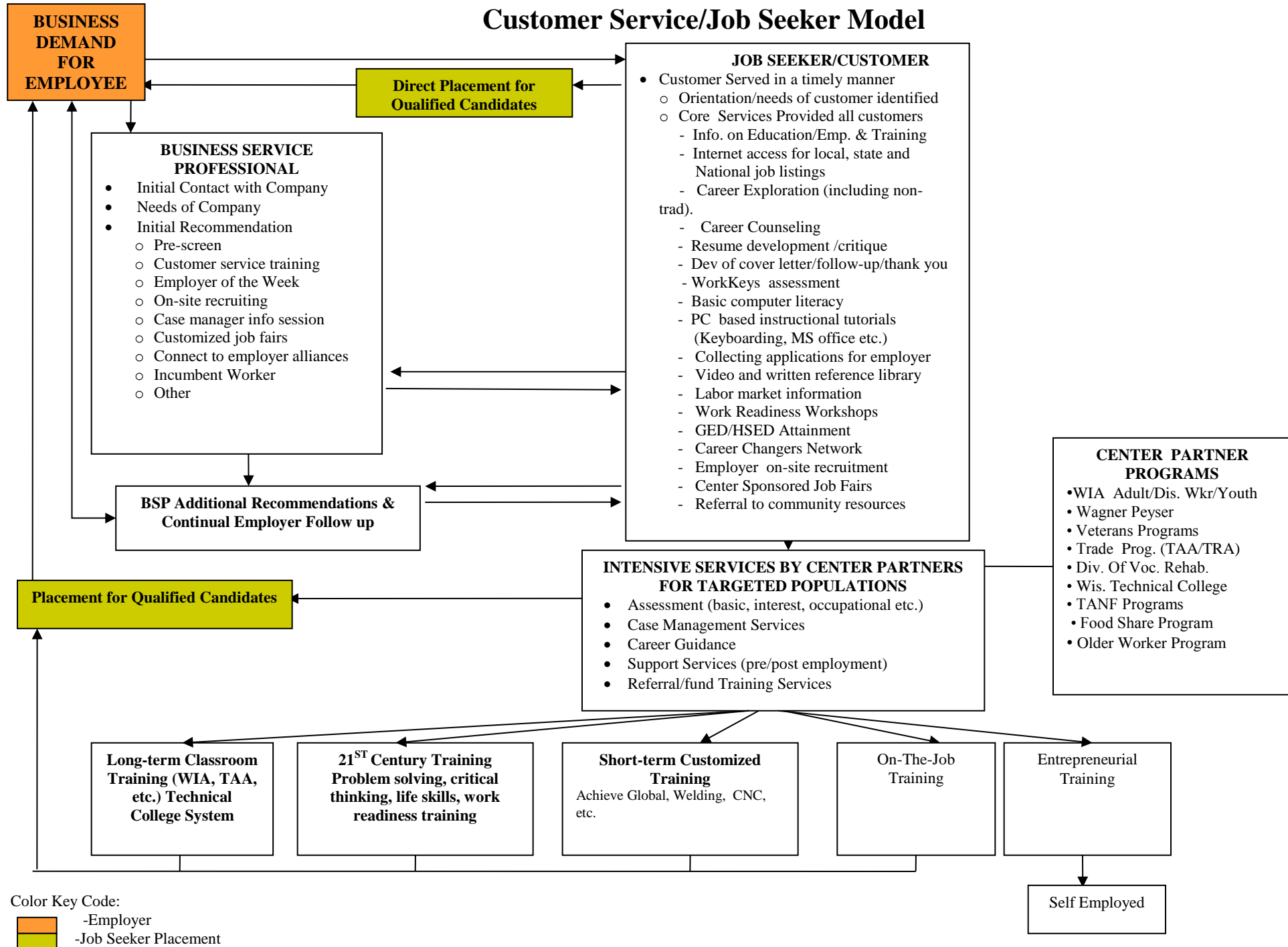
Color Key Code:

- Employer
- Job Seeker Placement

Measurements

- Number of placements
- Number of outreach efforts at Job Center by employers
- Number of trainings
- Repeat employer engagement in system

Customer Service/Job Seeker Model





WORKFORCE DEVELOPMENT SYSTEM

WIA TITLE 1 B YOUTH 6th ELIGIBILITY CRITERION

Youth Applicant Name _____

WIA Sec. 101 (13) defines an eligible youth. Included in the definition are barriers/eligibility criteria. Five of the barriers are specifically defined. The sixth barrier “an individual who requires additional assistance to complete an educational program, or to secure and hold employment” requires a local definition. FVWDB has defined the sixth barrier as a youth who possesses the following characteristics not previously present in the eligibility criteria.

Check all that apply:

YES

NO

The youth applicant and/or the family has a poor employment history*. <i>*Defined as no employment within the last 6 months or lack of employment that meets the criteria of “self sufficiency.”</i>		
The youth applicant lacks general work readiness skills as determined through the initial program assessment process.		
The youth applicant is considered to be at risk of dropping out of school, remaining unemployed due to their individual circumstances, or needs additional help to enter the workforce.		

OR

The youth applicant has a disability or is considered as having a disability.		
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If two or more criteria are checked yes or the youth applicant has a disability, the youth meets the local definition of requiring additional assistance to complete an educational program, or to secure and hold employment. Documentation of the conditions above must be present in the applicant’s file and supported by case notes in ASSET.

WIA Program Representative Signature _____

Date