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# **Wisconsin Workforce Development Area (WDA) 2 Workforce Innovation and Opportunity Act (WIOA) Local Plan**

**Program Years 2016-2019**

**Program Year 2018 Modification**

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Tom Barrett, Mayor, City of Milwaukee  
**Chief Elected Official**

Don Layden  
**Chair**

June 1, 2018

Chytania Brown, Administrator  
Wisconsin Department of Workforce Development  
Division of Employment and Training  
P.O. Box 7972, Room E108  
Madison, Wisconsin 53707

Dear Administrator Brown,

As required by the Wisconsin Department of Workforce Development (DWD) WIOA Local Plan Modification Guidelines, I am submitting the WDA 2 WIOA Local Plan Modification. The attached Summary of Modifications outlines sections of the original plan that have been modified.

Employ Milwaukee made the WDA 2 WIOA Local Plan Modification available for a 30-day public review and comment period, during which no comments were received. Proof of public review and comment notification is included in Attachment B of the plan.

The WDA 2 Chief Elected Official (CEO) Consortium and Designated CEO, Mayor Tom Barrett, unanimously approved this modification on May 14, 2018. The Employ Milwaukee Program Committee approved this modification without comment on May 16, 2018, as did the Executive Committee on May 31, 2018.

We look forward to our continued partnership with DWD as the modified plan components are implemented.

Sincerely,

A handwritten signature in cursive script that reads "Earl Buford".

Earl Buford  
President and Chief Executive Officer

CC: Mayor Tom Barrett, Employ Milwaukee Designated Chief Elected Official  
Donald Layden, Employ Milwaukee Board Chair  
Scott Jansen, Employ Milwaukee Executive Vice President/Chief Operating Officer  
Phil Koenig, Director, DWD Bureau of Workforce Training



## WDA 2 WIOA Local Plan PY18 Modification Summary

The Wisconsin Department of Workforce Development (DWD) issued WIOA Local Plan Modification Guidelines to local Workforce Development Boards (WDBs) on March 14, 2018. Employ Milwaukee has modified the plan per the state's instructions. Modifications to the four-year WDA 2 WIOA Local Plan are summarized below.

### **The following Forms and Attachments were updated in the PY18 Modification:**

- Form D: One Stop Service Delivery System: Locations
- Attachment B: PY18 Modification WIOA Local Plan Public Review
- Attachment C: WDB-CEO Consortium Agreement
- Attachment D: Employ Milwaukee Employee Handbook
- Attachment E: WDB Membership
- Attachment H: WDB By-Laws
- Attachment I: WDB Staff Agreement
- Attachment J: WDB Organizational Chart
- Attachment K: Current Cost Allocation Plan
- Attachment O: Individual Training Account Policy
- Attachment Q: WDA 2 Chief Elected Officials Consortium Agreement
- Attachment R: Supportive Services Policy
- Attachment T: Youth Incentive Payment Policy
- Attachment U: WDB OSO Agreement
- PY16-19 Attachment Q: Local Self-Sufficiency Policy: Removed, per state policy

### **The following Placeholder Attachment was created for future documentation:**

- Attachment AB: Regional Coordination Information

### **Substantive Narrative Updates**

- I. Workforce Needs, Labor Market Analysis, and Assessment of Workforce Investment Activities and Assets
  - Incorporated two additional high demand industries in WDA 2: Transportation and Warehousing (NAICS 48-49) and Professional, Scientific, and Technical Services (NAICS 54).
  - Reference added to regional coordination efforts anticipated in PY18, per WIOA State Plan.
- II. Vision and Workforce Development Area Goals
  - Added information regarding WIOA core and Combined State Plan partner engagement through the Program Committee.
- III. Governance and Structure
  - Reflected new WDA 2 Chief Elected Official (CEO) Consortium Agreement, updated WDB-CEO Consortium Agreement and updated WDB bylaws.

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IV. One-Stop System and Service Delivery

- Updated language regarding partners and service delivery in WDA 2 American Job Centers.
- Added information regarding accessibility compliance.
- Confirmed that the local area will implement the state's common intake system upon issuance of state guidance.
- Updated number of certified American Job Centers in WDA 2 to four.

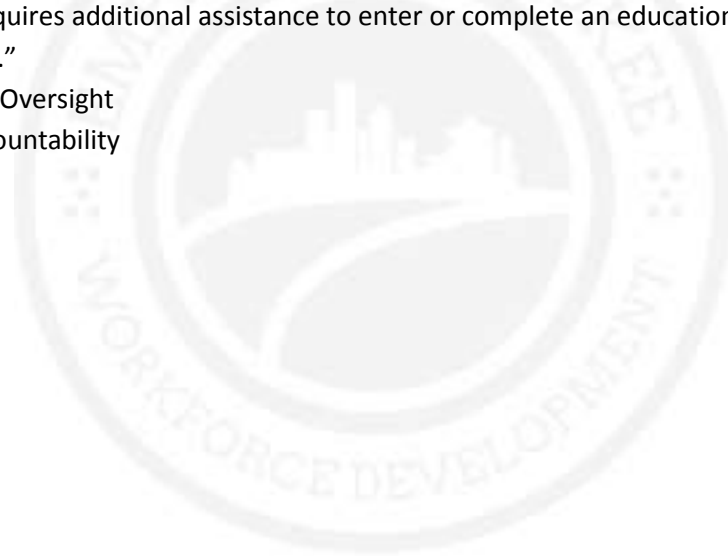
V. Results-Driven Talent Development System

VI. Program Services

- Updated service strategies for customers with disabilities and other population groups protected under WIOA §188 and 29 CFR §38.
- Added details to expectations for WIOA Title I-B service provision relating to participant contact, assessments, individual planning, and exits.
- Adopted state language relating to Dislocated Worker eligibility and Economic Self-Sufficiency.
- Developed local Training Justification procedure for substantiating Adult and Dislocated Worker participants who are found Economically Self-Sufficient are unlikely to remain so without training.
- Referenced local Eligible Training Provider List (ETPL) processes, as detailed on Employ Milwaukee website.
- Updated the local definitions of the in-school youth and out-of-school youth eligibility criterion "An individual who requires additional assistance to enter or complete an educational program, or to secure or hold employment."

VII. Service Providers and Oversight

VIII. Performance and Accountability





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

**A. Local Workforce Needs**

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

**a. Employers/Businesses**

Employ Milwaukee analyzed labor market information to identify target industries based on a variety of factors including overall growth rates, high growth rates in key subsectors related to regional economic clusters, high quantity of total jobs, family-supporting median wages, and existence of entry- and mid- level jobs connected to career pathways.

The private sector industries that employ the most workers in Milwaukee County and meet these criteria are health care and social assistance (NAICS 62), manufacturing (NAICS 31-33), construction (NAICS 23), retail trade (NAICS 44), accommodation and food service (NAICS 72), finance and insurance (NAICS 52), **Transportation and Warehousing (NAICS 48-49) and Professional, Scientific, and Technical Services (NAICS 54)**. (Employ Milwaukee combines retail trade and accommodation and food service into one industry named “hospitality.”) Each industry has positive 10-year projected growth rates, with the exception of manufacturing and finance and insurance; however, those industries each have a high quantity of overall jobs and high growth in subsectors linked to regional economic clusters.

**b. Job Seekers**

Unemployed or underemployed job seekers face numerous barriers to employment and self-sufficiency. Adults and youth workers who have limited skills and lack work experience, are low-income, or face other barriers to employment are disproportionately impacted by these challenges. In many cases, these jobseekers require more expansive education and training services while the career and individualized services need to address other work supports such as childcare, transportation and housing. The unemployment rate among workers with disabilities is double that of the average population, according to US DOL’s Office of Disability Employment Policy (ODEP). Workers with disabilities offer a great value proposition.

Given the experience and deep knowledge base of its practitioners, Employ Milwaukee and its partners are well situated to help all job seekers. The workforce system in Milwaukee County is well equipped to serve job seekers through evidenced-based and industry-validated approaches such as career pathway systems with many bridges and stackable credentials, youth and registered apprenticeship programs, and on-the-job training programs that meet industry demands. When providing career and training services, Employ Milwaukee is

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committed to giving priority to public benefits recipients, other low-income individuals, and individuals who are basic skills deficient.

**c. Incumbent Workers**

Analysis of labor market information for the Milwaukee County incumbent workforce (**Table 1**) in high demand industries shows that the current workforce is aging within all industries, especially in manufacturing. Data indicates that some industries have a majority of female workers (healthcare and finance), while others are dominated by male workers (manufacturing and construction). The majority of incumbent workers in each industry are white. The 2016 US Census Bureau “Quick Facts” data for Milwaukee County lists a racial composition of White (51.9%), Black or African-American (27.2%), Hispanic or Latino (14.8%) and Asian (4.3%) with 86.5% of county residents over age 25 having completed high school or beyond.

A review of O\*NET information for high demand occupations within each industry shows a pattern of two key skill sets necessary for workers to keep and advance in their jobs: 1) The ability to use technology and 2) Interpersonal skills such as active listening, social perceptiveness, speaking, coordination, monitoring, critical thinking, problem solving, and service orientation (customer service).

Incumbent workers must continuously grow and adapt their skill sets to keep up with the pace of technological advances in the work place. Occupations within all industries require the use of technology including data base user interface and query software, electronic mail software, time and accounting software, point of sale software, graphic and photo imaging software, spreadsheet software, as well as the ability to use tools such as bar code readers, electronic funds transfer point of sale equipment, touch screen monitors, scanners, and notebook computers. Incumbent workers must also maintain and grow their interpersonal skills to succeed and advance in their occupation.

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<b>Table 1: Key Characteristics of the WDA 2 Incumbent Workforce</b>			
<b>Industry</b>	<b>% Retiring in the Next Two Decades<sup>1</sup></b>	<b>Gender<sup>2</sup></b>	<b>Race<sup>2</sup></b>
<b>Healthcare (62)</b>	44 %	20% Male 80% Female	62% White 38% Non-White
<b>Manufacturing (31)</b>	54%	73% Male 27% Female	74% White 26% Non-White
<b>Hospitality Retail Trade (44) Accommodation and Food Service (72)</b>	29%	47% Male 53% Female	71% White 29% Non-White
<b>Construction (23)</b>	47%	87% Male 13% Female	88% White 12% Non-White
<b>Finance and Insurance (52)</b>	45%	39% Male 61% Female	82% White 18% Non-White
<b>Transportation and Warehousing (48-49)</b>	27%	73% Male 27% Female	70% White 30% Non-White
<b>Professional, Scientific, and Technical Services (54)</b>	23%	52% Male 48% Female	83% White 17% Non-White

**d. Youth**

Employ Milwaukee and its partners serve youth who are attending and not attending school. Many local youth face barriers to employment and post-secondary education, including basic skills deficiencies and other socio-economic barriers. Youth who have disabilities often have needs that can be met through activities and services provided by WIOA programs. Local workforce providers have indicated that employers often cite job-readiness skills as a primary barrier for youth employment. Often referred to as “soft skills,” youth must learn non-technical workplace competencies, including problem-solving and other cognitive skills, oral communication skills, personal qualities and work ethic, and interpersonal and teamwork skills.

Employ Milwaukee engages employers and local workforce providers to implement practical strategies, including on-the-job training (OJT), internships, entrepreneurial programs, and other ‘earning while learning’ strategies to introduce youth to the “world of work” and the hard and soft skills to be successful. Employ Milwaukee was also certified by the State of Wisconsin Department of Workforce Development as a Youth Apprenticeship consortia leader (Career Plus Consortium) starting in the 2016-17 school year.

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

Employ Milwaukee’s service area is Milwaukee County (population 947,735), which includes the city of Milwaukee (population 594,833) and 18 other local

<sup>1</sup> Workforce ages 45-65+ as of 2015. Source: Wisconsin Department of Workforce Development; Milwaukee Workforce Development Area – Long Term Projections; 2-12-2022 – Most Openings. O\*NET OnLine.

<sup>2</sup> Economic Modeling Systems International (EMSI); 2015.4 – QCEW Employees, Non-QCEW Employees, and Self-Employed; 2015-2025; Milwaukee County

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municipalities. The city of Milwaukee comprises 62.8% of Milwaukee County's population. The city's demographics have changed dramatically over the past decade and it has become majority-minority with a younger population and higher rate of entry into the workforce than the seven county Southeastern Wisconsin region as a whole. The city posts a higher ratio of workforce entry to exit as well as larger percentages of young and prime working age residents, suggesting that the city represents the future of the seven-county Southeastern Wisconsin workforce.<sup>3</sup>

From an unemployment rate and low-income perspective, several other Milwaukee County municipalities, including portions of St. Francis, Glendale and Brown Deer, typically trend above county averages for unemployment. Program staff continually evaluate labor market information and employment recruitment opportunities to determine communities and neighborhoods throughout the county that may benefit from targeted outreach for workforce services.

### 3. Describe how these needs were identified.

Employ Milwaukee assessed and identified workforce investment needs using labor market information and data collected from the Wisconsin Department of Workforce Development Office of Economic Advisors, Economic Modeling Systems International (EMSI), Job Center of Wisconsin, and the U.S. Census Bureau. Additionally, Employ Milwaukee convened community stakeholder meetings whereby subject matter experts, including employers, service providers, and economic development agencies, provided recommendations for serving adults, youth, and persons with disabilities.

### B. Labor Market Information

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

Employ Milwaukee acknowledges the regional identification and planning indications in the Wisconsin WIOA Combined State Plan PY18 Modification. Information about regional coordination, as defined in WIOA §106(c), will be updated in the WDA 2 WIOA Local Plan in Attachment AB.

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

**Industry Sector Labor Market Information:** In Milwaukee County, almost every industry has shown annual job growth, except for the manufacturing and financial and insurance sectors, which experienced multiple mass layoffs between 2011-

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<sup>3</sup> Source: City of Milwaukee. *Growing Prosperity: An Action Agenda for Economic Development*. September 2014

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2014. Some subsectors have had robust growth, especially those linked to regional economic clusters.

- Total jobs in all NAICS subsectors increased by 9,191, or 1.9 percent, between 2011 -2014.<sup>4</sup>
- Private sector jobs showed a healthier increase of 2.1 percent.<sup>4</sup>
- Construction jobs increased by 245; a 2 percent growth in 2014.<sup>5</sup>
- Manufacturing jobs lost 1,226 jobs for a 2 percent decrease overall; however, the food, plastics and rubber, beverage and tobacco, apparel, paper, furniture and related products subsectors had substantial job growth, up to 103 percent growth.<sup>5</sup>
- Education and Health Service jobs continued a steady increase as well, up 7,132 jobs or 8 percent, with the greatest increase in the total number of jobs coming from services for the elderly and persons with disabilities, which added 8,379 jobs with a 110 percent growth change.<sup>5</sup>
- The finance and insurance sector experienced a decrease of 2,456 jobs (9 percent decrease), mostly due to several mass layoffs by companies associated with the subsectors of insurance, real estate credit, and trust, fiduciary, and custody activities.
- Employers with the most current entry level job openings (requiring a high school diploma) are in the healthcare and hospitality industries.<sup>6</sup>

Employ Milwaukee analyzed labor market information to identify target industries based on a variety of factors including overall growth rates, high growth rates in key subsectors related to regional economic clusters, high quantity of total jobs, family-supporting median wages, and existence of entry- and mid- level jobs connected to career pathways. Although some industries have experienced decreased growth in the past three years, such as manufacturing and finance and insurance, the total number of jobs is still so large that it could be difficult to fill vacant positions created by the older, retiring incumbent workforce.

The private sector industries that employ the most workers in Milwaukee County and meet the criteria above are health care and social assistance (NAICS 62), manufacturing (NAICS 31-33), construction (NAICS 23), retail trade (NAICS 44), accommodation and food service (NAICS 72), finance and insurance (NAICS 52), Transportation and Warehousing (NAICS 48-49), and Professional, Scientific, and Technical Services (NAICS 54). (Employ Milwaukee combines retail trade and accommodation and food service into one industry named “hospitality.”) Each industry has 10-year projected growth, with exception of manufacturing and finance

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<sup>4</sup> Source: Wisconsin Department of Workforce Development; WDA 2 LMI Databook; Longitudinal Employer-Household Dynamics (LEHD), Quarterly Workforce Indicator (QWI).

<sup>5</sup> Source: Economic Modeling Systems International (EMSI); 2015.4 – QCEW Employees, Non-QCEW Employees, and Self-Employed; 2011-2014; Milwaukee County.

<sup>6</sup> Source: Wanted Analytics. March 6, 2016

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and insurance; however, as stated previously, each industry has high growth subsectors linked to regional economic clusters.

Workforce Development Area 2 (WDA 2) long term industry projections for the time period 2012-2022 are provided in **Table 2**, which demonstrates that high growth industries (and/or industries with a large total amount of jobs) include healthcare, manufacturing, hospitality, construction, and financial services.

<b>Table 2: Workforce Development Area – Long Term Industry Projections, 2012-2022 WDA 2: Milwaukee County</b>				
			<b>Change (2012-2022)</b>	
<b>Industry</b>	<b>2012 Employment*</b>	<b>2022 Projected Employment</b>	<b>Employment</b>	<b>Percent</b>
<b>Total All Industries</b>	<b>504,198</b>	<b>532,738</b>	<b>28,540</b>	<b>5.66</b>
<i>Goods-Producing</i>	<i>69,112</i>	<i>68,456</i>	<i>-656</i>	<i>-0.95</i>
Natural Resources and Mining	*	*	*	*
Construction	*	*	*	*
Manufacturing	53,695	52,656	-1,039	-1.94
<i>Services-Providing</i>	<i>405,752</i>	<i>434,303</i>	<i>28,551</i>	<i>7.04</i>
Trade, Transportation, and Utilities	77,422	80,181	2,759	3.56
Information	9,193	9,093	-100	-1.09
Financial Activities	32,864	35,744	2,880	8.76
Professional and Business Services	74,457	84,055	9,598	12.89
Education and Health Services	125,242	136,851	11,609	9.27
Leisure and Hospitality	45,011	46,659	1,648	3.66
Other Services (except Government)	14,902	15,424	522	3.50
Government, excluding Post Office, Education and Hospitals	26,661	26,296	-365	-1.37
<b>Self Employed and Unpaid Family Workers, All Jobs</b>	<b>29,334</b>	<b>29,979</b>	<b>645</b>	<b>2.20</b>
Source: Information is derived using annual 2012 QCEW unpublished data from the US Bureau of Labor Statistics and Current Population Survey data from the US Census Bureau was also used. To the extent possible, the projections take into account anticipated changes in Wisconsin's economy from 2012 to 2022. It is important to note that unanticipated events may affect the accuracy of these projections. *Due to confidentiality, data is suppressed and so detail may not add to totals.				

Construction industry projections not available through state data, as well as a further breakdown by industry subsector to show growth within manufacturing and finance and insurance, are shown in **Table 3**.

The construction industry is projected to grow by 19 percent between 2012 and 2022, adding 2,227 jobs within Milwaukee County. Gov. Scott Walker, the Wisconsin Economic Development Corporation (WEDC) and technology company

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Foxconn have entered into a contract that is expected to bring the company to the region, leading to \$10 billion of direct investment from the company and the creation of 13,000 direct jobs. Downtown Milwaukee is experiencing unprecedented growth and development, highlighted by a new National Basketball Association (NBA) arena for the Milwaukee Bucks, which will be a springboard for an additional \$540 million of retail, hospitality, and healthcare development. Northwestern Mutual Life is constructing two high rise buildings and multiple other hotels, apartments, and retail developments are in the works.

Relative to manufacturing, the Milwaukee 7 Regional Economic Development Partnership and local economic development leaders took a deeper look at opportunities for the region's long-term prosperity by aligning the region's identified assets with the top regional export driver industries. Utilizing national and international best practices, nearly 300 industry groups were studied and 47 location factors evaluated. Through the strategic planning process, research, and competitive analysis, leading clusters were identified that offer the best potential for growth, expansion and global attraction. Three of the identified clusters were in the manufacturing sector: Energy, Power & Controls, Food & Beverage Manufacturing, and Water Technologies, identified specifically because they export goods and services outside of the region and hold a strong market share<sup>7</sup>. **Table 3** shows a strong correlation between these economic clusters and growth within manufacturing subsectors.

The financial services industry in Milwaukee County is very strong, despite several mass layoffs in recent years. This sector is dominated by commercial banking and direct life insurance carriers, which comprise over 40% of all financial services jobs. The location quotient, which quantifies how concentrated a particular industry is in a region as compared to the nation, is extremely high for Direct Life Insurance Carriers at 5.77, largely due to Fortune 500 firm Northwestern Mutual Life Insurance, which is headquartered in downtown Milwaukee. That location quotient indicates that Milwaukee County is a national leader in this subsector.

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<sup>7</sup> Source: *Milwaukee 7 Framework for Economic Growth, January 2014*



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<b>Table 3: Milwaukee Workforce Development Area Long Term Industry Projections with Subsectors 2012-2022 WDA 2: Milwaukee County</b>				
Industry	2012 Employment	2022 Projected Increase	Change	
			Employment	Percent
<b>23 – Construction</b>	11,633	13,860	2,227	19%
<b>31 – Manufacturing</b>	54,074	-6,786	47,288	-13%
334517 – Irradiation Apparatus Manufacturing	1,836	2,324	488	27%
333131 – Mining Machinery and Equipment Manufacturing	1,187	1,607	420	35%
326199 – All Other Plastics Product Manufacturing	1,166	1,587	421	36%
311812 – Commercial Bakeries	811	1,212	401	49%
312120 – Breweries	808	1,119	311	38%
333612 – Speed Changer, Industrial High-Speed Drive, and Gear Manufacturing	1,085	1,099	14	1%
325510 – Paint and Coating Manufacturing	734	1,010	276	38%
321920 – Wood Container and Pallet Manufacturing	384	779	395	103%
334510 – Electromedical and Electrotherapeutic Apparatus Manufacturing	638	711	73	11%
311412 – Frozen Specialty Food Manufacturing	355	701	346	97%
<b>52 – Finance and Insurance</b>	27,852	25,715	-2,137	-8%
524113 – Direct Life Insurance Carriers	5,180	6,251	1,071	21%
522110 – Commercial Banking	5,430	5,933	503	9%
523930 – Investment Advice	896	1,376	480	54%
523920 – Portfolio Management	521	1,005	484	93%
524292 – Third Party Administration of Insurance and Pension Funds	660	797	137	21%
522130 – Credit Unions	649	682	33	5%
Source: Economic Modeling Systems International (EMSI); 2015.4 – QCEW Employees, Non-QCEW Employees, and Self-Employed; 2012-2022; Milwaukee County.				

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**Occupational Labor Market Information:** Table 4 identifies the top 10 in-demand growth occupations in Milwaukee County.

Table 4: Milwaukee Workforce Development Area – Long Term Occupational Projections, 2012-2022 WDA 2: Milwaukee County							
Rank	Occupation				Wage		
	SOC Code	SOC Title	Percent Change (2012-2022)	Average Annual Total Openings	Entry Hourly	Experienced Hourly	Median Annually
	<b>00-0000</b>	<b>Total, All Occupations</b>	<b>5.66</b>	<b>14,949</b>	<b>\$9.76</b>	<b>\$29.42</b>	<b>\$36,268.00</b>
<b>1</b>	29-1141	Registered Nurses	12.56	450	\$26.04	\$36.47	\$67,843.00
<b>2</b>	13-2011	Accountants and Auditors	5.73	158	\$22.69	\$38.40	\$63,874.00
<b>3</b>	11-1021	General and Operations Managers	6.93	148	\$24.22	\$71.82	\$94,636.00
<b>4</b>	41-4012	Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products	12.43	146	\$16.75	\$38.10	\$55,870.00
<b>5</b>	43-1011	First-Line Supervisors of Office and Administrative Support Workers	7.42	139	\$16.34	\$31.19	\$52,100.00
<b>6</b>	53-3032	Heavy and Tractor-Trailer Truck Drivers	7.23	136	\$13.61	\$22.26	\$37,365.00
<b>7</b>	25-1071	Health Specialties Teachers, Postsecondary	25.07	118	*	*	\$117,282.00
<b>8</b>	49-9071	Maintenance and Repair Workers, General	6.58	111	\$11.52	\$21.66	\$36,343.00
<b>9</b>	23-1011	Lawyers	10.91	88	\$28.20	\$76.61	\$112,776.00
<b>10</b>	13-1161	Market Research Analysts and Marketing Specialists	29.49	85	\$16.58	\$34.96	\$55,445.00
Source: Information is derived using May 2014 OES Survey and annual data 2012 QCEW. Unpublished data from the US Bureau of Labor Statistics, CPS and US Census Bureau was also used. To the extent possible, the projections take into account anticipated changes in Wisconsin's economy from 2012 to 2022. It is important to note that unanticipated events may affect the accuracy of these projections. Source: Office of Economic Advisors, Wisconsin Department of Workforce Development, September 2015							

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**Table 5** provides additional occupational information for Employ Milwaukee's high demand industry sectors including O\*NET skills requirements, educational requirements, and a range of entry-, mid-, and high-skill occupations to showcase entry-level opportunities for job seekers, as well as advancement opportunities for incumbent workers along a career pathway.

Table 5: Career Pathway Occupation Labor Market Information				
Industry	SOC Code and Title	Typical Education for Entry	Related Occupational Work Experience	O*NET Skills Requirements
Healthcare	29-1141 Registered Nurses	Associate’s Degree	None	Active Listening Social Perceptiveness Service Orientation Speaking Coordination Monitoring
	39-9021 Personal Care Aides	Less than high school	None	
Manufacturing	51-2092 Team Assemblers	High school diploma or equivalent	None	Coordination Monitoring Quality Control Analysis Active Listening Critical Thinking Speaking Management of Personnel Resources
	51-1011 First-Line Supervisors of Production and Operating Workers	Post-secondary non-degree award	Less than five years	
Hospitality	35-3021 Combined Food Preparation and Serving Workers, Including Fast Food	Less than high school	None	Active Listening Service Orientation Speaking Coordination Monitoring Persuasion Negotiation
	41-2031 Retail Sales	Less than high school	None	
Construction	47-2061 Construction Laborers	Less than high school	None	Active Listening Coordination Operation Monitoring Reading Comprehension Social Perceptiveness Speaking Complex Problem Solving
	47-2031 Carpenters	High school diploma or equivalent Apprenticeship	None	
Financial Services	43-4051 Customer Service Representatives	High school diploma or equivalent	None	Active Listening Speaking Service Orientation Reading Comprehension Critical Thinking Mathematics Social Perceptiveness Writing
	13-2011 Accountants	Bachelor’s degree	None	
Source: Information is derived using May 2014 OES Survey and annual data 2012 QCEW. Unpublished data from the US Bureau of Labor Statistics, CPS and US Census Bureau was also used. To the extent possible, the projections take into account anticipated changes in Wisconsin's economy from 2012 to 2022. It is important to note that unanticipated events may affect the accuracy of these projections. Office of Economic Advisors, Wisconsin Department of Workforce Development, September 2015.				

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

**Table 6** identifies the number of job postings by occupational category in Milwaukee County, which shows that employment needs exist across all occupational areas, but the highest demand exists in healthcare, management, business and financial operations, office and administrative support, sales and related, and computer and mathematical.

<b>Table 6: Milwaukee County Job Postings</b>	
<b>Occupational Category</b>	<b>Total</b>
Architecture and Engineering Occupations	506
Arts, Design, Entertainment, Sports, and Media Occupations	147
Building and Grounds Cleaning and Maintenance Occupations	209
Business and Financial Operations Occupations	906
Community and Social Services Occupations	232
Computer and Mathematical Occupations	892
Construction and Extraction Occupations	118
Education, Training, and Library Occupations	155
Farming, Fishing, and Forestry Occupations	3
Food Preparation and Serving Related Occupations	476
Healthcare Practitioners and Technical Occupations	1,072
Healthcare Support Occupations	233
Installation, Maintenance, and Repair Occupations	339
Legal Occupations	20
Life, Physical, and Social Science Occupations	164
Management Occupations	934
Military Specific Occupations	2
Office and Administrative Support Occupations	893
Personal Care and Service Occupations	126
Production Occupations	472
Protective Service Occupations	79
Sales and Related Occupations	871
Transportation and Material Moving Occupations	530
<b>Total</b>	<b>9,379</b>
Source: Counts as of: 4/13/2018 1:43:43 PM <a href="https://jobcenterofwisconsin.com">https://jobcenterofwisconsin.com</a>	

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

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**Table 5** (above) includes O\*NET skills requirement for a selection of occupations in Employ Milwaukee's targeted industry sectors. The information shows a pattern of two overarching skills necessary for workers to keep and advance in their jobs: 1) The ability to use technology and 2) Interpersonal skills such as active listening, social perceptiveness, speaking, coordination, monitoring, critical thinking, problem solving, and service orientation (customer service).

**Table 7** below depicts the educational requirements for the top 100 jobs in Milwaukee County in Employ Milwaukee's targeted industries. The data demonstrates that there are numerous access points into each industry sector, with most requiring an Associate's degree or less. The hospitality, construction and manufacturing sectors provide the greatest opportunity for individuals that have obtained a high school diploma (i.e. 84 percent of top jobs in hospitality, 80 percent of top jobs in construction, and 65 percent of top jobs in manufacturing require a high school diploma or less).

<b>Table 7. Educational Requirements, Top 100 Jobs Per Industry, Milwaukee County, 2015.</b>							
<b>Educational Requirements</b>	<b>Healthcare</b>	<b>Hospitality</b>	<b>Manufacturing</b>	<b>Finance</b>	<b>Construction</b>	<b>Transportation</b>	<b>IT</b>
Less than High School	10%	36%	12%	12%	20%	14%	3%
High School Diploma	27%	48%	53%	41%	60%	57%	31%
Some College	2%	1%	-	1%	-	2%	2%
Post-Secondary, Non-Degree	10%	3%	4%	2%	6%	5%	1%
Associates	11%	-	5%	4%	2%	2%	10%
Bachelors	21%	11%	26%	39%	12%	20%	51%
Masters	11%	-	-	-	-	-	-
PhD	8%	-	-	1%	-	-	2%
Source: Economic Modeling Systems International (EMSI); 2015.3 – QCEW Employees, Non-QCEW Employees & Self-Employed - EMSI 2015-2025							

3. **Provide an analysis of the workforce in the region, including current labor force employment (and unemployment) data, and information on labor market trends and the educational and skill levels of the workforce in the region, including individuals with barriers to employment. (Regional economists will provide a series of formatted tables and graphs describing these trends at the WDA and state levels. This data will be compiled from the Local Area Unemployment Statistics program and will be supplemented with data from the U.S. Census Bureau and other sources.)**

**WDB leadership must review and incorporate the provided material in order to assess the climate in which the WDB operates prior to inclusion in the local plan. Regional economists will also be available to assist in the creation of any narrative analysis incorporated to support the data elements provided.**

The Workforce Innovation and Opportunity Act (WIOA) identifies a range of local populations that may have barriers to employment. Employ Milwaukee recognizes that some WDA 2 residents may experience difficulty gaining and maintaining employment

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and education outcomes without services. The WDA 2 Local WIOA Plan outlines many ways these individuals may receive supportive services.

There are population subgroups in Milwaukee County that may face more significant barriers to employment and therefore require special services such as those provided under WIOA. Employ Milwaukee acknowledges that individuals can and do experience barriers related to more than one subgroup concurrently and that individuals with disabilities are subgroups of the below populations. Individuals who fall into these subgroups represent vital resources that the WDA 2 will need to utilize in order to help counteract the workforce quantity challenges.

- **Low Income:** There are 203,926 individuals in Milwaukee County (21.9% of total Milwaukee County population) who are considered low-income, as defined by earning less than 125% of the federal poverty level wage. There are 170,943 individuals in the city of Milwaukee (29.4% of total city of Milwaukee population) who are considered low-income, as defined by earning less than 125% of the federal poverty level wage.
- **Educational Attainment Levels:** The American Community Survey found that 86.9% of Milwaukee County adults have a high school diploma or equivalency. high school graduate or higher.<sup>8</sup> However, the state-certified 5-year high school completion rate for the Milwaukee Public School district was 67.6% for the 2016-2017 school year.<sup>9</sup>
- **Youth with Barriers to Employment:** As of July 17, 2014, there were 502 youth aging out of foster care in Milwaukee County, according to the Wisconsin Department of Children and Families. Youth employment levels are low in Milwaukee County, where 26.7% of young adults aged 16-19 are unemployed and 15.24% of young adults aged 20-24 are unemployed. Employment levels are even lower in the city of Milwaukee, where 30.7% of young adults aged 16-19 are unemployed and 16.9% of young adults aged 20-24 are unemployed.
- **Individuals Subject to the Justice System:** In April of 2010, when the U.S. Census Bureau conducted its decennial count of Wisconsin residents, it found 12.8% (or 1 in 8) of African American working age men were behind bars in state prisons and local jails. This rate of mass incarceration is the highest for African American men in the country and nearly double the national average of 6.7% (or 1 in 15).
- **Long Term Unemployed:** 10.5% (78,076) of Milwaukee County residents are unemployed and 13.1% (59,680) of city of Milwaukee residents are unemployed. The unemployment rate in some zip codes in the city of Milwaukee is as high as 28.7% (53206).
- **Homeless Individuals:** Milwaukee County has the highest number of homeless in the entire state of Wisconsin. As of 2012, there were 6,685 documented homeless individuals, of whom 1,770 were children, 1,663 women, and 3,252 men. This was almost double the number of the next highest county (Dane County – 3,450).<sup>10</sup>
- **Limited English Proficiency:** Of the 381,446 households in Milwaukee County, 3.6% (13,732) are households in which no one age 14 or over speaks English only or

<sup>8</sup> Source: 2012-2016 American Community Survey 5-Year Estimates

<sup>9</sup> Source: Wisconsin Information System for Education, High School Completion Rates

<sup>10</sup> Source: State of Wisconsin Department of Administration-Division of Housing. Annual Report, 2012.

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speaks English “very well.” At an average household size of 2.44, this equates to 33,506 individuals.<sup>11</sup>

- **Individuals with Disabilities:** There are 122,926 individuals with disabilities living in Milwaukee County (13.0%), and 82,652 individuals with disabilities in the city of Milwaukee (13.9%), compared to 646,635 individuals in the state of Wisconsin (11.4%).<sup>11</sup>
- **Veterans:** There are 280,556 veterans in Milwaukee County. 10,398 or 3.7% of those veterans are unemployed or not in the labor force.<sup>12</sup>

**Table 8** provides an overview of the educational attainment of Milwaukee County residents. A majority of residents have at least a high school diploma (84.9 percent) and almost 50 percent have some college or an Associate’s degree, indicating an opportunity to connect residents to middle-skill employment opportunities.

<b>Table 8: Educational Attainment, Milwaukee County Residents</b>		
Educational Attainment	Aged 18-24	Aged 25 and over
Less than High School	16.1%	14.1%
High School Diploma	26.3%	29.2%
Some College or Associate’s	47.1%	-
Some College	-	21.3%
Associate’s Degree	-	7.2%
Bachelor’s Degree	10.5%	18.2%
Graduate or Professional Degree	-	9.9%
Source: Office of Economic Advisors, Wisconsin Department of Workforce		

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

Employ Milwaukee’s service area is Milwaukee County (population 947,735), which includes the city of Milwaukee (population 594,833). The city of Milwaukee comprises 62.8% of Milwaukee County’s population. The city’s demographics have changed dramatically over the past decade and it has become majority-minority with a younger population and higher rate of entry into the workforce than the seven county Southeastern Wisconsin region as a whole. The city posts a higher ratio of workforce entry to exit as well as larger percentages of young and prime working age residents, suggesting that the city represents the future of the seven county Southeastern Wisconsin workforce.<sup>13</sup>

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

1. **Provide an analysis of the type and availability of workforce development activities for adults and dislocated workers, including education and training, in the local area. This analysis must include the strengths and weaknesses of workforce development activities and capacity to provide workforce development activities to address the education and skill needs of the workforce, including individuals with barriers to**

<sup>11</sup> Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates.

<sup>12</sup> Source: Wisconsin Department of Workforce Development. Office of Economic Advisors. 2015.

<sup>13</sup> Source: City of Milwaukee. Growing Prosperity: An Action Agenda for Economic Development. September 2014.

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**employment, and the employment needs of employers. Describe plans to address any weaknesses identified. [§108(b)(1)(D)]**

Employ Milwaukee has a mix of private, local, and federal funding that it currently invests in the workforce development and educational systems to support adults and dislocated workers, as well as those with barriers to employment. Employ Milwaukee is connected to an extensive network of partners and stakeholders that includes over 2,000 employer relationships, employer consortiums, and economic development organizations, along with government, labor, education, job-training, social service, community-based groups, and faith-based groups.

Employ Milwaukee's workforce activities include job placement and recruitment, subsidized employment opportunities, workforce training, and adult education programs for individuals with greater barriers to employment. Those barriers include English literacy, high school equivalency, driver education, basic computer skills, career assessment, job readiness, and more.

Employ Milwaukee's robust system partnerships is one of its greatest strengths. Even so, successfully serving employer and job seeker customers requires sustained collaboration and coordination over the long term, as well as a continued focus on continuous improvement. Employ Milwaukee continues to drive improvement in performance setting and monitoring. As it moves toward greater collaboration, so does the need to develop performance goal setting and program analysis that can be shared with system partners who provide services within the core programs. Employ Milwaukee's long-term goal is to create an environment where all programs are outcome-driven, with established benchmarks and routine monitoring.

Employ Milwaukee plans to work with the Wisconsin Department of Workforce Development and the American Job Centers (AJCs) to implement and provide oversight on the Common ~~Application-Intake~~ process to enhance seamless collaboration, coordination, and re-assessment of Milwaukee County's workforce talent pool **upon issuance of policy and guidance from the state.**

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

Employ Milwaukee has successfully implemented a multi-tiered, comprehensive approach in individualized youth assessment, providing education, training, and employment services by integrating WIOA program elements with supporting services, and enhancing service approaches by co-enrolling eligible youth in other successful workforce based programs as outlined in **Table 9**. Please note that the table is not all-inclusive, as Employ Milwaukee is continually developing its capacity to serve individuals by expanding its programs and partnerships.



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<b>Table 9: Employ Milwaukee Youth Workforce Investment Activities</b>	
<b>Workforce Investment Program</b>	<b>Program Description</b>
Career Plus	Planning for and supporting career pathways, as well as employing a variety of strategies to connect students to the world of work.
WIOA Youth	Assists youth and young adults ages 16 to 24, preparing them for employment, career pathways, trainings and further education.
Career Plus Youth Apprenticeship Consortium	Seeks to build capacity and increase integration of work-based learning opportunities in high-demand industry sectors.
YouthBuild	Prepares young adults for careers and employment in the construction industry while providing classroom-based GED instruction.
Summer Youth Program	Provides youth and young adults with a specialized, entry-level, six-to-eight-week work experience.
Transform Milwaukee Foster Care	Provides subsidized work experience, placement and follow up for youth aging out of foster care.

Employ Milwaukee collaborates with American Job Center partners, including DWD's Division of Vocational Rehabilitation (DVR), to enroll youth with Disabilities in the Earn & Learn Program. Follow up referral service is provided to youth who are assessed for learning disabilities. Crucial to this success is the competitive process used in selecting providers who have an established track record of serving youth with workforce barriers. Potential local collaboration with DVR may include employment planning, consultation, or coordination of services of individuals co-enrolled in other programs such as TANF, veterans' programs, local schools, and Department of Corrections.

Existing youth services will be enhanced to create to industry sector strategies; this employer centered needs-approach will enhance youth services by giving youth unique and direct access to private sector employer opportunities in Employ Milwaukee's five targeted growth industries of construction, financial services, healthcare, hospitality, and manufacturing. With enhanced youth services around industry sectors, employers will be able to access a wider pool of qualified out of school youth and offer internship opportunities for in-school youth.

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

Employ Milwaukee's Business Solutions Team engages and formalizes relationships with employers, and to implement the business services-related aspects of WIOA. Ongoing plans include the enhancement and expansion of industry sector and career pathway efforts, which are a driving force behind business service efforts. To date, Employ Milwaukee has secured memberships with several area Chambers of Commerce (e.g. South Suburban, Greenfield, West Allis-West Milwaukee, Wauwatosa, etc.) whereby Business Services and Solutions team members have access to employers, economic development professionals, business improvement district personnel and local government officials. Monthly meetings and events provide staff with opportunities to educate employers regarding candidate recruitment and hiring event services, job fairs, on-the-job training and pre-apprenticeship programs, labor trends-projections and internship programs. Staff can also refer employers to workforce partner programs and

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job candidates. Employers in turn provide staff with real-time demand data by industry, sector and occupation which can be used to identify potential placement candidates, arrange for recruitment fairs or make referrals to available apprentices.

A Collabor8 Milwaukee Team was formed in 2014 and has evolved to serve as the place where partners' Business Services Teams strategize about how the WDA 2 workforce system can serve employers effectively. Collabor8 Milwaukee meets quarterly and is co-chaired by Employ Milwaukee and DWD-Job Service (WIOA Title III) staff. Other active partners include DWD-DVR (WIOA Title IV), DWD's Office of Veterans Employment Services (OVS-administrator of Jobs for Veterans State Grants), Milwaukee Area Technical College (MATC- WIOA Title II), the Milwaukee 7 Regional Economic Development Partnership (M7), Wisconsin Economic Development Corporation (WEDC), DWD's Bureau of Apprenticeship Standards, and the Wisconsin Regional Training Partnership (WRTP). The Collabor8 Milwaukee Team maintains active partnerships by identifying shared business services issues to avoid duplication of efforts, exchanging information about business needs, and collaborating on events and efforts.

A primary strategy to identify business requirements is the deliberate inclusion of business leadership on industry-led sector partnerships to ensure that appropriate input is incorporated into workforce planning activities, and that these requirements are driven by solid labor market information. Employ Milwaukee established Industry Advisory Boards (IABs) to identify employer demand by sector and occupation and to efficiently coordinate job seeker recruitment and training opportunities. Employ Milwaukee is utilizing these industry partnerships in five high-impact sectors and plans to align these sector partnerships more closely with the public school and technical college system to develop flexible and responsive career pathways for both youth and adults. This will provide workers with multiple entry and exit steps along the career ladder and cultivate the talent pipeline for employers.

Employ Milwaukee supports employer needs by undertaking the following strategies:

**Access:** Encouraging more employers, across business size and industry sector, to engage with the workforce system to meet their respective short- and long-term needs.

**Alignment:** Align members of the Business Solutions Team and Collabor8 Milwaukee under guidance from the State to ensure that businesses are being served by the American Job Center of Wisconsin brand, and services are organized and synchronized.

**Accountability:** Improve services by measuring effectiveness and responsiveness to employers, and monitoring and integrating information provided by JCW Business and other tools with matching functions to link employers and job candidates for timely filling of positions.

**Growth:** Continuously improve services by developing a consistent protocol to learn from and respond to business needs in a real-time feedback loop that includes traditional labor market information and employer surveys. This initiative utilizes data available through the Job Center of Wisconsin's MyLMI page.

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

The services offered to employers vary depending on the business need as defined by them, but standard services include labor exchange services, such as recruitment and screening services to on-board new employees, rapid response and layoff assistance, customized job fair recruitment, education and training support, and provision of labor market information.

Employ Milwaukee provides a range of options to support work-based training that can decrease training costs for employers, including on-the-job training, customized training, incumbent worker training, and registered apprenticeships. These activities make up a larger strategy to strengthen industry partnerships and career pathways for job seekers. In particular, Employ Milwaukee has focused on providing more activities that lead to recognized post-secondary credentials, Registered Apprenticeship completions, bridge components, and stackable credentials. It is also working to complete a mapping of career pathways in key industries and to conduct industry assessments to guide its sector strategies.

WDA 2 DVR Business Services Consultants develop relationships with Wisconsin businesses and help employers recruit, hire and retain people with disabilities. DVR business innovations include place to train models, such as a partnership with Walgreens Retail Employees with Disabilities (REDI), which provides training for individuals with disabilities in a retail setting.

**II. Vision and Workforce Development Area Goals**

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

Employ Milwaukee's vision is to build skills employers seek, improve job quality and career advancement, and increase system and policy coordination. It recognizes that the current and projected needs of the entire workforce investment system must consider the needs of job seekers, incumbent workers, youth, and businesses. To prepare Milwaukee's workforce over the long term, Employ Milwaukee is implementing the following four key strategies for WIOA implementation, as identified in the State WIOA Combined State Plan:

- 1) Sector partnerships
- 2) Career pathways
- 3) Cross-program data coordination
- 4) Job-driven investment

**Sector Partnership:** Employ Milwaukee has established Industry Advisory Boards (IABs) to expand sector strategies and to better address employer and job-seeker talent requirements across five high-growth sectors: construction, financial services, healthcare,

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hospitality, and manufacturing. Integration of information from MyLMI with employer surveys and interviews ensures a real-time feedback loop. Active engagements with employers will be staged to include more local businesses as the data-integration system becomes more complete.

Sector partnerships are closely aligned with the K-12 school systems and technical college system to develop flexible and responsive career pathways for both youth and adults. This will provide workers multiple entry and exit steps along the career ladder and cultivate a continuous talent pipeline for employers.

**Career Pathways:** Career Pathways and Sector Partnerships are two inter-related strategies that Employ Milwaukee uses to ensure job seekers develop the skills that employers need, cultivating a more robust talent pipeline for employers. By undertaking these strategies, Employ Milwaukee anticipates the ability to increase program capacity by reducing duplicative services, building programs at greater scale, and leveraging the efficiencies created by a stronger alignment of system resources. In particular, career pathways offer many bridges and stackable credentials for a broad spectrum of job seekers looking for career progression, while linking other work-based learning approaches such as pre-apprenticeship, registered apprenticeships, and many on-the-job training programs that meet industry demands.

**Cross-Program Data Coordination:** The coordination of program data will help align WIOA services and performance measures across the system, allow for more informed decision-making, and improve the jobseeker experience. A coordination of cross-program data will enable Employ Milwaukee to leverage and integrate the deep industry knowledge, business customer base, and specialized business services already established and offered by its system partners. This coordination will be developed in tandem with state guidance, when applicable, and with the engagement of the WIOA core partners.

**Job Driven Investment:** Employ Milwaukee's priority is to prepare and link workers to jobs that are currently available or will emerge in high-growth industries. To achieve this goal, it will continue to refine its employer engagement strategy and improve its data management platform to disseminate labor market information and employer feedback throughout the system, balancing labor supply and demand.

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

Employ Milwaukee's talent development system is designed to respond to employer needs by drawing on strong partnerships between workforce, economic development, and education providers. *All WIOA core and Combined State Plan partners are invited to Program Committee meetings to share progress towards achieving the strategic vision and goals, in addition to the quarterly WIOA Core Partner meetings that take place.*

Employ Milwaukee has formalized strategies through Memorandums of Understanding (MOUs) with its system partners. During the procurement and selection process for the WDA 2 One-Stop Operator (OSO), Employ Milwaukee articulated responsibilities, including the

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coordination of Job Center partners and service providers. Subsequent MOUs with associated partners will establish goals and guidelines around academic and career planning, and the provision of services.

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

Employ Milwaukee's Program Committee began a protocol in PY17 requiring providers and WIOA core and Combined State Plan partners to report on current program design and performance at quarterly Board subcommittee meetings. A program report provided at each Program Committee provides leadership and stakeholders with insight into progress towards these goals.

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

Employ Milwaukee undertook a planning process during the development of the four-year Local Plan with key stakeholders throughout the workforce system to establish its priorities, goals, and strategies. Participants in this process included and will continue to include employers, economic development practitioners, and workforce development and education partners.

Employ Milwaukee established the Coordinating Council, a consortium of major training and social service providers in Milwaukee County, to develop the vision for and effectively manage the county's labor supply of job seekers. The Coordinating Council has three active subcommittees, Youth Committee, Community Workforce Partnership, and the Milwaukee Reentry Network (MREN), where discussions and action plans can address job seeker needs and recruitment opportunities.

Employ Milwaukee established Industry Advisory Boards (IABs) to identify employer demand by sector and occupation and to efficiently coordinate job seeker recruitment and training opportunities. Employ Milwaukee utilizes these industry partnerships in five high-impact sectors and plans to align these sector partnerships more closely with the public school and technical college system to develop flexible and responsive career pathways for both youth and adults. This will provide workers with multiple entry and exit steps along the career ladder and cultivate the talent pipeline for employers.

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

Employ Milwaukee is implementing the following strategies to achieve area goals and vision:

- 1) ***Continue to refine sector strategies and improve and coordinate business services to support employers.*** This will be achieved through the Business Services and Solutions team's employer outreach activities as well as structured sector-based demand conversations with IAB members. Coupled with the ongoing analysis of labor market information and industry-occupation forecasts, local sector strategies will be refreshed to meet employer demand.

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- 2) ***Build stronger partnerships with industry to develop a talent pipeline that drives economic and community prosperity and helps low-income families and individuals advance economically.*** Job Center of Wisconsin's MyLMI, powered by WisConomy, is a key component of identifying and cataloging business requirements.
- 3) ***Work with system partners to align workforce development and education programs and resources.*** Educational partners (K-12 and higher education) and training providers are invited participants of the IABs and the Coordinating Council.
- 4) ***Collaborate to implement cross-program strategies to ensure there are "no wrong doors" for job seekers who navigate the talent development system.*** Employ Milwaukee is working with the WDA 2 One-Stop Operator (OSO) to enhance coordination of the provision of direct services among partners and the formalization of these cross-program strategies.

**III. Governance and Structure**

**A. Plan Input and Review Process**

1. **Describe the process used, in accordance to the five criteria below, to provide an opportunity for public comment and input into the development of the local plan.**

**To provide adequate opportunity for public comment, the Local Board must:**

- a. **Make copies of the proposed local plan available to the public through electronic and other means, such as public hearings and local news media;**

A public notice for Employ Milwaukee's PY16-PY19 Local Plan was placed in the Daily Reporter, in addition to an electronic version of the plan placed on its website. The Public Notice can be found in Attachment A.

A public notice for Employ Milwaukee's PY18 Local Plan modification was placed in the Milwaukee Journal Sentinel and the Daily Reporter, in addition to an electronic version of the plan placed on the Employ Milwaukee website. Proof of the Public Notice is located in Attachment B.

- b. **Include an opportunity for comment by members of the public, including representatives of business, labor organizations, and education;**

In development of the local plan, Employ Milwaukee held community stakeholder focus groups around six topical areas: Youth, Adult/Dislocated Workers, Persons with Disabilities, IABs, Economic Development, and Financial Literacy. The local plan was available for comment from all persons and organizations during the 30-day comment period.

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The PY18 Local Plan modification was available for comment from all persons and organizations during the 30-day public review and comment period.

- c. **Provide no more than a 30-day period for comment on the plan before its submission to the Governor, beginning on the date on which the proposed plan is made available, prior to its submission to the Governor;**

The 30-day period for comment on Employ Milwaukee's Local Plan began on March 9, 2016, and ended on April 9, 2016.

The 30-day period for comment on Employ Milwaukee's PY18 Local Plan modification began on April 20, 2018 and ended on May 20, 2018.

- d. **The Local Board must submit any comments that express disagreement with the plan to the Governor, along with the plan, the WDB's response to those comments, and a copy of the published notice; and**

Employ Milwaukee reviewed comments received during the public review and comment period, incorporating some of the input received. Comments that expressed disagreement with the plan were submitted with the plan to the Governor and can be found in Attachment A.

Employ Milwaukee did not receive any comments during the PY18 Local Plan modification public review and comment period.

- e. **Consistent with WIOA section 107(e), the Local Board must make information about the plan available to the public on a regular basis through electronic means and open meetings.**

Employ Milwaukee engaged in the public review and comment processes according to the criteria stipulated by the state in the Local Plan Guidelines. The approved plan is posted publicly on Employ Milwaukee's website. Meetings of the local board and its committees are open to the public, with meeting materials posted on the Employ Milwaukee website.

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

Employ Milwaukee undertook a planning process with key stakeholders throughout the workforce system to establish priorities, goals, and strategies, as previously described. Participants in this process included, and will continue to include: employers, economic development, workforce development, and education partners. The implementation of the local plan will continue to rely on input from members of IABs, the Coordinating Council, and representatives from local and regional economic development organizations. Employ Milwaukee ensures continued implementation of the local plan by involving all key participants through planning sessions, working group meetings, and the sharing of labor market data.

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Beginning in PY17, Employ Milwaukee's Program Committee has a standing agenda item titled "WIOA Local Plan Update," to facilitate communication among partners about local plan implementation.

**B. Chief Elected Official(s) (CEO)**

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

The role of the Chief Elected Official (CEO) in the governance and implementation of WIOA in the local area can be found in the WDB-CEO Agreement, Attachment C. In May of 2017, City of Milwaukee Mayor Tom Barrett addressed the Intergovernmental Cooperation Council (ICC) on the status of workforce activities and outcomes in WDA 2. The ICC is comprised of the local municipal government leaders from Milwaukee County. On July 20, 2017, the ICC members selected City of Milwaukee Mayor Tom Barrett as WDA 2's Designated Chief Elected Official (CEO). Employ Milwaukee provides monthly status reports to the ICC regarding program outcomes and workforce services available to job seekers and employers within each municipality.

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

On November 13, 2017, the ICC members approved a CEO Consortium Agreement to define workforce development roles and responsibilities within WDA 2. The CEO Consortium Agreement can be found in Attachment Q.

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

The CEO Consortium Agreement can be found in Attachment Q. The WDB-CEO Consortium Agreement can be found in Attachment C.

**C. WDB Functions**

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

Section II (Scope) of the WDB-CEO Consortium Agreement states that "the Agreement shall govern and apply to job training and employment programs under WIOA and such other programs as may be mutually agreed upon." Section III (Duties) identifies the roles and responsibilities of the Mayor, the Local Board and Employ Milwaukee. Section VII (Not a Limitation on Local Board's Duties Under WIOA) states that, "this agreement shall



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not be construed to limit or expand Employ Milwaukee or the Local Board's duties and obligations under WIOA, nor shall it be construed to shift any statutory liability of Employ Milwaukee or the local board onto the Consortium or the Designated CEO. This Agreement shall not be construed to represent an exhaustive list of all duties and obligations placed on the Consortium, Employ Milwaukee and the Local Board, respectively, by WIOA."

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

Employ Milwaukee is the Fiscal Agent. The WDA 2 CEO Consortium designated Employ Milwaukee as fiscal agent in the WDA 2 CEO Consortium Agreement, Section III.1.C.i.

**D. WDB Composition**

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

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

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

The nomination process used to appoint local business representatives to the WDB can be found in Attachment H: WDB By-Laws. Section 3.2(b) states that "The Corporation shall recruit nominations for vacancies from nominating entities deemed appropriate by the Act or State policy. Nominations shall be shared with the Consortium and its Designated CEO upon receipt by the Corporation's President." Section 4.4 of the WDB By-Laws describes the Board's Governance, Compliance and Nominating Committee, stating, "The Committee shall, at the request of the Designated CEO, assist in identification, screening and interview of potential candidates, for appointment to the Board in accordance with the Act."

The Designated CEO, in cooperation with the Employ Milwaukee President/CEO and Board Chair, reviews candidates to determine level of capacity and interest in serving the workforce development interests of the workforce development area. The Designated CEO seeks to ensure the Board membership reflects both demographic and

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economic diversity of the area, in addition to complying with the Board composition requirements of WIOA.

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

The Board, through its Committees, meets with Employ Milwaukee staff and leadership each quarter to discuss policy, performance, outcomes and budget. The Board plays and will continue to play a strong leadership role by focusing on strategic planning, policy development, and oversight of the local workforce investment system. This includes developing and approving a budget for the purpose of carrying out the duties of the Board, and coordinating workforce investment activities with economic development strategies and other employer linkages.

Language regarding the workforce responsibilities of Board directors was added to the Board's By-laws. Section 3.7 of the Board's By-laws addresses the process to ensure WDB members actively participant in convening the workforce development system's stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities, as required by 20 CFR §679.310 (g)(6).

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

Employ Milwaukee's Conflict of Interest Policy can be found in Attachment F.

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

Employ Milwaukee's current WDB membership list can be found in Attachment E.

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

Employ Milwaukee's Board and sub-committee meeting schedule can be found in Attachment G. The WDB By-Laws (Attachment H) provide a detailed summary of the role and function of the Board and its sub-committees.

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

Employ Milwaukee's Board and committee meetings are publicly noticed in accordance with Wisconsin Open Meetings Law, Wisconsin Public Records Law, and the WIOA Sunshine Provision. Meeting notices and other Board materials, including agendas and minutes, contain a statement of Employ Milwaukee's status as an Equal Opportunity Employer and Service Provider. The statement advises that aids and services are

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available upon request to individuals with disabilities and that Employ Milwaukee can be contacted if the information is needed interpreted into another language or in another format. Direct contact information is provided for the administrative staff person who supports Board and committee meeting and indicates the Wisconsin Relay number that can be used for those who are deaf or hearing or speech-impaired. Board and committee meetings are held at Employ Milwaukee's office, which meets state and local accessibility standards for persons with disabilities. In the event meetings take place at another location, Employ Milwaukee staff ensures full access to the public, including persons with disabilities.

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

Employ Milwaukee's By-Laws establish that Board members are appointed to three-year terms. Those terms are staggered to ensure continuity of operations and leadership. Annually, Employ Milwaukee staff formally notifies the CEO and Board Chair of upcoming terms and works with the CEO to ensure re-appointments or new appointments are made in a timely manner. In the event a Board member chooses to resign from the Board, a formal letter of resignation is requested and the vacancy is communicated to the CEO, along with appropriate information relative to the seat and whether it is a private sector or mandated partner position.

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

Employ Milwaukee's By-Laws, amended on March 15, 2018, can be found in Attachment H.

**E. Youth Standing Committee**

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

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

If local boards choose not to delegate this function to a standing youth committee, they are responsible for conducting oversight of youth workforce investment activities under WIOA section 129(c). Boards that choose not to have a standing youth committee must

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**respond to question 5. For those questions that do not apply to your WDB, please answer "Not Applicable".**

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

Employ Milwaukee's recently amended By-Laws codify the Youth Committee as a Standing Committee of the Board. Section 4.5(b) of the WDB By-Laws outlines the Authority and Responsibility of the Youth Committee, stating, "The Youth Committee shall assess the needs of the youth populations as they relate to future workforce preparation, and encourage the coordination of services, activities, and support that enable youth to successfully attain their career goals. The Youth Committee shall make policy recommendations for and assist in the oversight and accountability of WIOA-supported youth programs."

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

The Youth Committee supports Employ Milwaukee in developing policy by recommending innovative approaches that enhance the program design and implementation of youth services. In addition, the Youth Committee makes recommendations on the most cost effective, seamless, integrated approach to leveraging community resources for WIOA-eligible youth and other youth served by Employ Milwaukee and its partners through the Coordinating Council. The Youth Committee is a partner in making recommendations for leveraging community resources, coordinating resources among schools and community-based organizations, and other policy areas that relate to the youth population.

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

Employ Milwaukee's Conflict of Interest Policy (Attachment F) applies to members of the Youth Committee.

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

The Youth Committee recommends ways to coordinate youth services, recommends eligible youth service providers, provides ongoing leadership and support for continuous quality improvement for local youth programs, and assists with planning and other issues relating to the provision of services to youth.

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

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

Not Applicable.

**F. WDB Support and Administration**

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

Employ Milwaukee is a 501(c)3 non-profit corporation and is structured to serve as the local WDB for WDA 2. Employ Milwaukee serves as the administrative agent for federal WIOA funds as well as local workforce planning, leadership, coordination, and monitoring as required by WIOA. Employ Milwaukee currently employs 76 full- and part-time employees. Employ Milwaukee does not typically employ staff to provide WIOA Title I Adult, Dislocated Worker, Out-of-School Youth (OSY) Programs. Beginning in Program Year 2016, Employ Milwaukee provides direct services for the WIOA In-School Youth (ISY) Program. Beginning in Program Year 2017, Employ Milwaukee provides direct services for Rapid Response. WIOA Title I services, other than those listed above, are provided through local sub-contracts and partner agencies.

Employ Milwaukee's Job Description for Chief Executive Officer can be found in Attachment I.

- 2. Include an organizational chart with an 'effective as of date' of WDB staff, administration and support.**

Employ Milwaukee's Organizational Chart can be found in Attachment J.

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

Employ Milwaukee's Administrative/Fiscal Entity Agents organizational chart is viewable in the Employ Milwaukee Organizational Chart found in Attachment J.

- 4. Attach a copy of the WDB's current Cost Allocation Plan.**

Employ Milwaukee's current Cost Allocation Plan can be found in Attachment K.

- 5. Describe and submit the WDB's cash management policy and procedures.**

Employ Milwaukee's Cash Management Policy can be found in the Fiscal Manual, Attachment L.

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In accordance with 2 CFR 200.305(b), Employ Milwaukee exercises draw and payment processes which mitigate the possibility of excessive time lapses between receipt of funds and disbursement.

Employ Milwaukee receives both cost reimbursement grants and those that allow for advance funds. For those that require drawdowns of advance Federal funds, draws will be made in accordance with the following guidelines and the procedures defined throughout this Cash Management section:

- 1) Drawdown of funds will be made as close as possible to actual expenditure of funds.
- 2) Monitoring of the fiscal activity (drawdowns and payments) under each grant will be completed on a continuous basis.
- 3) Cash flow of each grant project will be carefully reviewed before each drawdown by both the Accounting Manager and the CFO.

Due care will be exercised to ensure that funds will not be drawn in advance of actual expenditures or encumbrances known to be due more than one-week post receipt of drawn funds.

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

Employ Milwaukee elects the use of 10 % De Minimis for Indirect Costs

The Indirect Cost Pool will include all operational costs that were not readily identifiable in relational proportional benefits to individual grants or cost objectives through direct charging. In addition, the Indirect Cost Pool will also include those costs from the Administrative Staffing Costs that were not readily identifiable to grants.

At the end of the accounting period the 10% De Minimis indirect cost rate will be applied to all applicable grants. This ensures that the proper allowed amount of the 10% De Minimis is charged to each fund to include the relational staffing costs. The 10% De Minimis will be charged based on the Modified Total Direct Costs of each grant. This base excludes all rent costs, capital expenditures, equipment, participant support costs, and the portion of each sub-award in excess of \$25,000. Other items may be excluded as necessary to avoid a serious inequity in the distribution of costs with the approval of the cognizant agency. There are currently no such additional excluded costs for Employ Milwaukee.

The related amount for the application of the 10% De Minimis will be expensed to each grant/funding source through a journal entry debiting such grant and crediting the Indirect Cost Pool. Any remaining balance in the Indirect Cost Pool fund, whether over or under, will be cleared to a corporate account at the end of the fiscal year.

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

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Employ Milwaukee does not provide any fee for service(s) activities at this time.

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

Employ Milwaukee's Employee Health and Welfare Costs Policy and Incentive Compensation Policy can be found in the Employee Handbook, Attachment D.

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

Employ Milwaukee makes every effort to comply with guidelines set forth in the expenditure of federal grant funds. Certain types of costs may be allowable under federal law but may only be allowable under certain circumstances and conditions.

Incentives, as defined by 2 CFR 200, may be provided to Employ Milwaukee personnel only if the overall compensation is determined to be reasonable (as defined in 2 CFR 200.430(b)) and such costs are paid or accrued pursuant to an agreement entered into in good faith between Employ Milwaukee and the employee before the services were rendered, or pursuant to an established plan followed by the non-Federal entity so consistently as to imply, in effect, an agreement to make such payment. Employ Milwaukee's Incentive Compensation Policy can be found in the Employee Handbook, Attachment D.

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

Employ Milwaukee's Employee Handbook can be found in Attachment D.

**IV. One-Stop System and Service Delivery**

**A. One-Stop Service Delivery**

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

Employ Milwaukee's One-Stop System seeks to operationalize the Governor's vision for the state One-Stop System, as stated in the WIOA Combined State Plan. The one-stop delivery system shall provide a "one stop" at which any employer, worker or job seeker may enter into the aligned resources and programs of the talent development system. The local American Job Center System (JCS) shall provide electronic access into the available resources in an integrated manner. Programmatic and evaluation results

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provide partners and elected officials with data to ensure continuous improvement of system activity.

A One-Stop Operator (OSO) for the American Job Centers in WDA 2 was selected through a competitive procurement process in PY16. The selected OSO for PY17 is MAXIMUS. During this procurement and selection process, Employ Milwaukee articulated responsibilities, including the coordination of required Job Center partners and service providers. Subsequent MOUs with associated partners will establish goals and guidelines around academic and career planning, and the provision of services

Locations of the One-Stop Service Delivery System in WDA 2 are listed on Form D.

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

All required WIOA partners are included in the WDA 2 American Job Center System. Where feasible, these partners are co-located to provide ease of access to services dependent on the need of the individual customer. Employ Milwaukee establishes formal partnerships through MOUs, or other formal agreement, to ensure full participation from each One-Stop partner. Through these agreements, each partner contributes to planning and implementation efforts.

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

There are currently non-required partners in the WDA 2 American Job Center System. FoodShare Employment and Training (FSET) is a partner at the Milwaukee Job Center Central (MAXIMUS) and Milwaukee Southeast Job Center (YWCA). Although TANF is not a required partner in Wisconsin, Wisconsin Works (W-2) is a partner at the Milwaukee Southeast Job Center (YWCA).

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

Employ Milwaukee requires American Job Centers in WDA 2 to complete self-assessments of programmatic and physical accessibility, prior to an onsite visit by the Employ Milwaukee Equal Opportunities Officer, who verifies information in the self-assessment and conducts a site evaluation. The Memorandums of Understanding for WDA 2 AJCs require all partners to comply with WIOA Section 188 and the Americans with Disabilities Act (ADA).



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In accordance with WIOA, Employ Milwaukee, as a sub-recipient that extends WIOA funds to other entities, includes equal opportunity, nondiscrimination, and civil rights compliance language in sub-contracts and monitors and assure the compliance of its sub-contractors. Funded sub-recipients are provided with state WIOA policies and procedures. ~~the WIA-WIOA Policy Manual. The Manual, also referred to as the Workforce Programs Guide, provides guidance on state policy, as issued by the Wisconsin Department of Workforce Development—Division of Employment and Training (DET). The Manual applies to all grantees receiving WIA-WIOA Title 1 funds, whether funds are extended directly or indirectly from DET.~~ Grantees and sub-grantees are required to establish written policies and procedures that comply with **WIOA Section 188 and the ADA.**

Equal opportunity and civil rights compliance on-site monitoring reviews of WIOA funded sub-recipients are conducted annually by Employ Milwaukee to determine the extent to which funded recipients and their subcontractors are meeting the civil right compliance obligations set forth in WIOA Section 188, the ADA, and applicable equal opportunity and nondiscrimination statutes.

During the Local Plan development process, Employ Milwaukee held a stakeholder convening for Persons with Disabilities. Stakeholders, including a representative from the local Independent Living Center, were invited to provide input about the local plan. Feedback received during stakeholder convenings was incorporated into the drafting of the WIOA Local Plan.

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

Employ Milwaukee provides a copy of its grievance procedure, based on the template provided in the DWD Workforce Programs Guide, to program operators, program applicants, and program participants. The process for submitting a complaint, along with the timeline for investigating it, its informal resolution, any appeal, and final decision are detailed. Complaints involving Employ Milwaukee or sub-contractor staff, issues between Employ Milwaukee and program operators, issues between two or more program operators, and issues involving Employ Milwaukee's operations are to be filed directly with Employ Milwaukee. Complaints that allege discrimination and complaints alleging incidents of fraud and abuse are to be submitted to the appropriate Federal or State agency whose addresses and contact information are listed. All locations where Employ Milwaukee programs are provided have a Notice of Grievance Procedure publicly posted indicating the above information. All program participants are provided a copy of the grievance procedure and sign an acknowledgement that they received it.

The WIOA Grievance Policy and Procedures can be found in Attachment W.

**6. Helping veterans obtain training and employment is the responsibility of all Job Center staff. The local Job Center must provide priority of service to all veterans and eligible spouses to ensure that the full range of employment and training services are provided in a comprehensive, customer-driven, and seamless manner. Describe**

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**processes in place at the point of entry to the system to identify veterans and eligible spouses who are entitled to priority of service (including signage and/or designated areas and staff training). Submit any implementing policies or procedures describing how priority of service is implemented uniformly and appropriately across the local workforce system.**

Employ Milwaukee ensures that information on Veterans Priority of Service is posted throughout Job Centers in WDA 2. At the point of contact in Job Centers, customers are asked about their enlistment, veteran and veteran's spouse status. These questions are captured on the Employ Milwaukee Program Intake Form used in job centers and during program registration.

If a customer is actively enlisted, or if they are a veteran or veteran's spouse, they are then administered the DWD-DET-Office of Veterans Services Employment Services Pre-Screening Tool. If a veteran or veteran's spouse meets the definition of a veteran or spouse with a significant barrier to employment, the customer is promptly referred to local Disabled Veterans Outreach Program (DVOP) staff.

Employ Milwaukee's Veterans Priority of Service Policy is located in Attachment N.

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

**Table 10** illustrates the menu of services that is generally provided by OSO staff. AJC partner staff in WDA 2 are proficient in basic career services and trained in determining when individualized career services may be appropriate to obtain or maintain employment.

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<b>Table 10: Menu of Services</b>	
<b>Services</b>	<b>Partners</b>
Determine whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs.	OSO and AJC partners
Outreach, intake (including identification through the state's Worker Profiling and Reemployment Services system of unemployment insurance claimants likely to exhaust benefits), and orientation to other services available through the One-Stop delivery system.	OSO and Job Service
Assessment of skill levels including literacy, numeracy, and English-language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs.	OSO and AJC partners
Labor exchange services, including Job search and placement assistance, and, when needed by an individual, career counseling.	OSO and AJC partners
Provision of referrals to and coordination of activities with other programs and services, including those within the one-stop delivery system and, when appropriate, other workforce development programs.	OSO and AJC partners
Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas.	OSO and AJC partners
Provision of performance information and program cost information on eligible providers of training services by program and type of providers.	OSO
Provision of information about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system.	OSO
Provision of information relating to supportive services or assistance, as well as appropriate referrals, including: child care; child support; medical or child health assistance; benefits under the Supplemental Nutrition Assistance Program (SNAP); Earned Income Tax Credit; housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development (HUD); and assistance under the state program for Temporary Assistance for Needy Families (TANF); and other supportive services and transportation.	OSO and AJC partners
Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.	OSO and AJC partners
Provision of information and assistance regarding filing claims under UI programs, including meaningful assistance to individuals seeking assistance in filing a claim.	Job Service is trained by DWD-UI to provide this service.

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

Employ Milwaukee has established Industry Advisory Boards (IABs) in five industry sectors: construction, financial services, healthcare, hospitality, and manufacturing. These IABs provide Employ Milwaukee with current business requirements within each sector and inform data collection and analysis strategies for other industry sectors. Employer feedback augments the extensive labor market information that Employ Milwaukee routinely analyzes. The work by Collabor8 Milwaukee team members, such as DVR's Business Services Consultants, with employers provides insights into business requirements within WDA 2.

The WDA 2 OSO is required by contract to provide business services to area employers through the ACJs, as outlined below.

Required Business Services to be provided through the One-Stop:

- Appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services other than those traditionally offered through Job Centers.
- Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including –
  - Job vacancy listings in labor market areas
  - Information on job skills necessary to obtain the vacant jobs listed
  - Information relating to local occupations in demand and the earnings, skill requirements and opportunities for advancement for those jobs.
- No fee may be, nor shall be, charged for the above required services.

Optional Business Services which may be provided:

- Customized screening and referral of training participants
- Customized services on employment-related issues
- Customized recruitment events including targeted job fairs
- Human resource consultation services
- Customized labor market information for specific employers, sectors, industries, or clusters
- Other similar customized services.

At this time, there are no fee-for-service business services. However, Employ Milwaukee may consider this service structure in the future.

- 9. Describe how "center-based" business services are provided. This description should include how all programs that conduct business services are included in the system**

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**and the coordination practices; and how input and feedback from all partners is received and implemented equitably.**

A Collabor8 Milwaukee Team was formed in 2014 and has evolved to serve as the place where partners' Business Services Teams strategizes about how the WDA 2 workforce system can serve employers effectively through the AJCs. Collabor8 Milwaukee meets quarterly and is co-chaired by Employ Milwaukee and DWD-Job Service (WIOA Title III) staff. Other active partners include DWD-DVR (WIOA Title IV), DWD's Office of Veterans Employment Services (OVS-administrator of Jobs for Veterans State Grants), Milwaukee Area Technical College (MATC- WIOA Title II), the Milwaukee 7 Regional Economic Development Partnership (M7), Wisconsin Economic Development Corporation (WEDC), DWD's Bureau of Apprenticeship Standards, and the Wisconsin Regional Training Partnership (WRTP). The Collabor8 Milwaukee Team maintains active partnerships by identifying shared business services issues to avoid duplication of efforts, exchanging information about business needs, and collaborating on events and efforts.

Employ Milwaukee's Business Solutions Team implements IABs, cultivates workforce development strategies to support sector partnerships, and builds a labor market data sharing framework to support these activities. The Business Solutions Team coordinates with other Collabor8 Milwaukee partners with a great emphasis on alignment and partner input.

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

Employ Milwaukee maximizes coordination and improves cross-program strategies by integrating input provided by its Board, leadership teams, and working group members. Additionally, it is exploring the development of a communication channel to effectively respond to activities and recommendations made by any talent development and planning committees established by the State to improve alignment among core programs, one-stop partner programs, and other resources that reflect regional plans, strategies, and priorities.

Collabor8 Milwaukee partners seek to be the single point of contact for businesses. Each organization's Business Services staff is informed of partners' resources and capacity and connects businesses to the appropriate organization and contact person when needed or requested. This reduces duplication of services and improves the reputation of the workforce system with business partners as a singular, interconnected system with a single Business Services staff person serving as their navigator.

Employ Milwaukee articulates responsibilities for the coordination of AJC partners and service providers and integration of service delivery in the contract with the selected OSO. Integration of service delivery is outlined in each AJC MOU.

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

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Employ Milwaukee requires quality programming and continuous improvements from WDA 2 AJC partners, including the OSO, by implementing the following procedures:

- Conducting formal and informal monitoring of service providers, which helps to maintain quality service for customers;
- Requiring the OSO host quarterly meetings with leadership of the AJC partners to assess, plan, discuss, and integrate when necessary ongoing service delivery changes that are necessary for improving the customer experience.
- Requiring the OSO to conduct customer satisfaction surveys of job seeking and business customers of WDA 2 AJCs.

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

Employ Milwaukee currently facilitates access to services through its current American Job Center locations, which are open to program participants and the public in Milwaukee County:

- Job Center Central (MAXIMUS), 4201 N. 27<sup>th</sup> St.;
- Milwaukee Southeast Job Center (UMOS), 2701 S. Chase Avenue;
- Southeast Wisconsin Job Center (YWCA), 1915 N. Dr. Martin Luther King, Jr., Drive; and
- Milwaukee Walker's Square Job Center (America Works), 816 W. National Ave, Suite 400.

The use of JobCenterofWisconsin.com by WDA 2 partners provides an effective tool by which customers and staff can interact and work together from various locations. WDA 2 is primarily urban in nature with a public transportation system that reaches out to the communities within the WDA 2. However, the lack of a regional public transit system and a majority of regional jobs in the suburban areas often create a barrier to employment for WDA 2 residents who do not have access to a car or a valid driver's license. Employ Milwaukee maintains a network of community-based organizations and program partners to promote an effective service delivery system to address barriers to transportation.

Employ Milwaukee created the Mobile Workforce Connections initiative in PY17, advancing efforts to perform outreach to people in their communities and make educational and intentional connections to the public workforce system. Employ Milwaukee Community Relations Team members canvas neighborhoods and events to connect Milwaukee County job seekers and workers to employment and training opportunities. Activities are carried out using a people-centered strategy, with team members equipped with public workforce system information (technology-based, physical locations, network partner and skill development), mobile devices, and strategic collateral materials. Team members develop partners, onboard and refer individuals to partner services and skill development programs, and provide employer referrals.

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

The workforce system has numerous points of entry for young job seekers, including the WDA's American Job Centers and Mobile Workforce Connections. Employ Milwaukee's Mobile Workforce Connections, WIOA Youth Program Service Providers, Milwaukee Public Schools, MATC, and other community based organizations serving youth and families are points of connecting young job seekers to the workforce system, as coordinated by the Youth Committee. WIOA-eligible youth are referred from these points of entry to service providers that operate the WIOA Out-of-School Youth Program or to Employ Milwaukee's Youth Workforce Specialist.

The Division of Vocational Rehabilitation (DVR) has a tri-agency Interagency Agreement the Departments of Public Instruction (DPI) and Health Services (DHS). The agreement is designed to create a common understanding, and establish collaborative efforts regarding services that will ultimately improve employment outcomes for students with disabilities who may be eligible for DVR services. New federal mandates require that DVR, in collaboration with local educational agencies offer to transition age high school students with disabilities (ages 14-21) Pre-Employment Transition Services (PETS) using 15% of VR federal allocation on an annual basis. PETS services include: job exploration counseling, work-based learning experiences, counseling on opportunities in comprehensive transition or enrollment in postsecondary educational programs, and workplace readiness training to develop social skills and independent living instruction in self-advocacy/peer mentoring.

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

All new visitors to an AJC Resource Room complete the Employ Milwaukee Program Intake Form, which collects customer information such as: contact information, military, veteran and veteran spouse status, and basic demographics. The primary uses of this information are to track individuals accessing the workforce system and to analyze demographics of who is not accessing the workforce system.

Employ Milwaukee will follow the state-issued guidelines regarding the implementation of the common intake for the resource rooms located at the Job Centers when they are issued. Employ Milwaukee, the OSO, and the AJC Required Partners team, which includes leadership from DVR, will adjust processes as needed to facilitate coordination amongst AJC partners and ensure proper implementation of the state's Common Intake tool and procedures.

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

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Local implementation of the state's common intake system will reduce the number of times a customer must share personal information with multiple programs, leading to a better customer experience and reducing time that program staff are collecting information that has already been collected. By collecting data elements that may indicate potential eligibility for partner programs, the common intake system can facilitate informed referrals. The common intake system will allow analysis regarding potential gaps the WDA 2 AJC partners must address, including whether the demographics of customers at intake and at program participation are reflective of the WDA's demographics.

~~Employ Milwaukee believes that a shared intake process will result in less duplication, which will allow for more time to be focused on meeting customer needs. Employ Milwaukee's system partners are versed in implementing and modifying program access and protocols to accommodate customers. This level of consistency also enables staff to identify gaps that may need to be addressed. Potential gaps in programming can be addressed swiftly in a manner that serves partners and improves the experience of the common customer in job centers. Employ Milwaukee will monitor service delivery in the One-Stop Centers to confirm an effective and efficient use of resources through oversight of the WDB/OSO Agreement and the Job Center certification process.~~

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

The WIOA Implementation Concept Map (Attachment Z) identifies the one-stop delivery system for WDA 2 and identifies the activities that promote Job Center of Wisconsin.

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

Job Service continues to staff the Resource Rooms and provide Basic Career Services at AJCs. This includes general assistance with computer access to program systems, including the JobCenterofWisconsin.com (JCW). ~~Individuals with limited computer literacy are able to access the Basic Computer Skills Course developed by Northcentral Technical College through the TAACCCT 3 grant at AJCs.~~

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

Employ Milwaukee fully coordinates with other local, regional, and statewide workforce partners, including the Office of Veterans Services, to ensuring that JCW is utilized to its utmost potential in meeting the needs of job seekers and employers. The Employ Milwaukee Business Solutions Team, Collabor8 Milwaukee, IABs, Coordination Council, and other ad hoc committees convene on a regular basis to ensure that job posting information is communicated through JCW and shared through their networks of job seekers and employers.



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

JCW is the primary tool used in WDA 2 job centers for job seekers and business customers. JCW's redesign and enhancements have enabled easier access to workforce information. The redesign has allowed for previously underused features, such as labor market information and skills-oriented resume creation, to be end-user friendly and more utilized.

DWD's enhancements to JCW Business application enable WDB business service personnel to gather, store and share employer business intelligence. Employ Milwaukee has worked with DWD-Job Service staff on the transition to JCW Business to comply with state reporting requirements for business activities. Employ Milwaukee maintains one Salesforce license in order to communicate with the DWD-DET Bureau of Apprenticeship Standards staff as required for the WAGE\$ grant initiative.

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

**a. Systems in place to assess and place job seekers (include all IT services owned or subscribed to).**

Employ Milwaukee uses the Efforts to Outcome (ETO) System, a data collection and performance management system utilized by the agency to supplement the information collected in state-mandated systems, in conjunction with JobCenterofWisconsin.com to place job seekers. The Talent Acquisition Portal (TAP) is an online system which includes both a national talent pool of Vocational Rehabilitation (VR) candidates seeking employment and a job posting system for businesses looking to hire individuals with disabilities.

Employ Milwaukee's Assessment Portfolio was reviewed in November of 2017 to ensure that assessment tools are available to evaluate needs of job seekers so that individual plans can address those needs. Tools used include TABE (Test of Adult Basic Education), Career Locker, Career Cruising, WorkKeys, Provelt!, Skill Explorer, the ASSET Comprehensive Assessment tool, and the OWRA (Online Work Readiness Assessment) for job seekers who are reentering the community from incarceration.

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

Systems used for employer management include Salesforce, for the WAGE\$ grant, JCW Business, and Efforts to Outcomes. These tools contain customized attributes about employer partners and their business operations. They also help track and manage employer outreach, job applicant quality, placements, hiring practices, and employer participation in sponsored events such as job fairs and career days.

**c. Systems used to track participant services (include all IT services owned or subscribed to).**

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The systems used to track participant services include DWD's ASSET (Automated System for Support of Employment and Training), JCW, and ETO. DVR's participant computer record tracking system for participants is Integrated Rehabilitation Information System (IRIS).

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

ASSET and ETO data entry by Employ Milwaukee direct service staff or subcontracted staff ensures consistency and timely entry of all participant related data and their assigned activities. Career Planners use both systems to manage participant intake, enrollment, and services, record placement activities, and add credentials.

Local monitoring of both the ASSET system and the paper files on a regular basis ensure that information is recorded accurately and in a timely manner. Web Intelligence (WebI) reports on data entered into the ASSET system are cross-referenced with ETO reports. Data entered into ETO by Career Planners is used for performance monitoring and comparison purposes against quarterly performance report data provided by DWD.

**e. Other systems the WDB is utilizing and the purpose of these systems.**

ETO is used for local reports and selected analysis of projected performance standard compliance. AJC customer information received through the Employ Milwaukee Program Intake Forms is entered into ETO. Through the utilization of the ETO software, partner staff and Career Planners can collect key demographic, baseline, and outcome information for each participant as they receive services. This is done through three main components within the software: demographics, assessments, and efforts. Once in the system, the information is used to make decisions regarding the progress of a participant while engaged in the services outlined in their Individual Employment Plan (IEP) or Individual Services Strategy (ISS). Program managers also use this information to make relevant program and service delivery strategy changes.

ETO is also utilized to support the following monitoring activities: program data entry, desk reviews, in-depth review of billings containing benchmark achievements, and onsite monitoring, including trainee interviews, file review, staff interviews, and fiscal reviews.

**f. The assessment process utilized to determine IT needs.**

Employ Milwaukee has assessed the WDA's Information Technology (IT) needs for WIOA. The IT needs assessment addresses any problems by evaluating the current environment, identifying existing performance issues and future business needs, documenting business processes affected, performing a gap analysis, and producing a final report summarizing the findings and recommended performance

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improvements. Information technology needs are further determined based on WDB and staff input.

**B. Memorandum(s) of Understanding (MOUs)**

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

Employ Milwaukee staff and the Chief Elected Official (CEO) developed a Memorandum of Understanding (MOU) between the local board and the one-stop partner(s) based on the guidance provided by DWD to meet the standards established in WIOA Section 121(c). Employ Milwaukee finalized the MOUs for local American Job Centers following receipt of DWD's approval of the MOU language.

**C. One-Stop Operators (OSO)**

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

Employ Milwaukee conducted a competitive procurement process for the One-Stop Operator in the spring of 2017. MAXIMUS was selected to be the One-Stop Operator for WDA 2.

The WDB/OSO agreement is located in Attachment U.

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

A One-Stop Operator (OSO) for the Job Centers in WDA 2 was selected through a competitive procurement process in PY 16. Employ Milwaukee staff followed the state guidance to ensure that market research, cost, and price analysis is conducted and that the roles and responsibilities of each partnership are clearly identified in the agreement. The Job Center MOUs with all partners establish goals and guidelines around academic and career planning (ACP) and the provision of services, while also identifying which career services are best performed among partners.

**3. Roles and Responsibilities**

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

The principal role and responsibility of the OSO is to coordinate the service delivery of required one-stop partners and service providers. The OSO ensure that customers can

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access services and activities of all required partners in at least one physical location in WDA 2. The OSO will also ensure all core and required programs maintain human and capital resources to adequately operate their functions during business hours and provide web-based online access to information about their services.

Core programs include: (1) WIOA Title I – Adult, Dislocated Worker, and Youth formula funds; (2) Adult Education and Literacy Act programs funded by the United States Department of Education; (3) Wagner-Peyser Act employment services funded by the United States Department of Labor; and (4) Rehabilitation Act Title 1 programs funded by the United States Department of Education.

Required partner programs are: (1) Career and Technical Education (Perkins); (2) Community Services Block Grant; (3) Indian and Native American programs; (4) HUD Employment and Training programs; (5) Job Corps; (6) Local Veterans' Outreach Program; (7) National Farmworker Jobs program; (8) Senior Community Service Employment program; (9) Temporary Assistance for Needy Families; (10) Trade Adjustment Assistance programs; (11) Unemployment Compensation programs; (12) YouthBuild.

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

MAXIMUS is the sole One-Stop Operator for all WDA 2 AJCs effective July 1, 2017.

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

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

Employ Milwaukee certified **the four WDA 2 American Job Centers** through the Job Center Certification Checklist issued by DWD-DET. No additional criteria or higher levels of service coordination were required as part of this process in WDA 2.

**V. Results-Driven Talent Development System**

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

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**teams will represent the one-stop system to offer a coordinated set of services through the inclusion of all WIOA stakeholders. Sector partnerships must be closely aligned with the education system to develop flexible and response career pathways.**

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

- **PK-16 Council**
- **Local Technical Colleges**
- **Local University of Wisconsin Campuses**
- **Regional Economic Development Entities**

Employ Milwaukee seeks to align current and future goals for programs and provision of services to the goals outlined in WIOA and the State of Wisconsin's WIOA Combined State Plan. A major emphasis of WIOA is improving coordination between the workforce investment, economic development, adult education, literacy, and vocational rehabilitation systems. Employ Milwaukee will draw on its strong partnerships with its Industry Advisory Boards (IABs), economic development partners, educational and training providers, and the Wisconsin Job Center system to create a results-driven talent development system.

Employ Milwaukee staff and leadership have active relationships at the local and regional levels. Employ Milwaukee has engaged in functional relationships with the Milwaukee County Economic Development department, the City of Milwaukee Department of City Development, the Milwaukee Economic Development Corporation, and the Milwaukee 7, as well as several community-based economic development organizations. A major focus of these partnerships is aligning regional talent resources with high-growth economic clusters, resulting in a stronger, more agile workforce, increasing the ability to retain, grow, and attract business to the area and to help identify and create workforce development strategies which position the WDA and broader region to compete in the local, regional, and global economy.

Employ Milwaukee has developed and promoted strategic partnerships with educational partners, including Milwaukee Public Schools (MPS), Milwaukee Area Technical College (MATC), and local colleges and universities. The input provided by MPS and MATC representatives on the WDB facilitates a relationship with educational partners to address and meet industry and sector demands for talent. In addition, many of the technical college and college/university courses are included in the Individual Training Account (ITA) list, enabling skill deficient Adult and Dislocated Worker clients to access these programs that lead to employment through their Individual Training Accounts (ITA).

- 2. Provide a description of how the WDB, working with entities to carry out core programs, will expand access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment. Include how the WDB will facilitate the development of career pathways**

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**and co-enrollment, as appropriate, in core programs, and improve access to activities leading to a recognized postsecondary credential including a credential that is an industry-recognized certificate or certification, portable, and stackable. [Section 108(b)(3)]**

Employ Milwaukee is strategically positioned to ensure expanded access to employment, training, education, and supportive service for eligible individuals, particularly eligible individuals with barriers to employment. Employ Milwaukee's talent development system is designed to respond to employer needs by drawing on strong employer partnerships between workforce, economic development, and education providers. Its implementation plan to improve cross-program strategies will maximize consumer choice with respect to education and career services. Employ Milwaukee is exploring the following activities as potential elements of its long-term implementation strategy:

***Common Intake Policy:*** Develop a WDA-wide common intake policy to support use of the **state's** common intake form to reduce duplication, gaps in services, and ensure that individuals with barriers to employment receive an informed choice and an accurate assessment of how they might be best served. **This policy will be considered following issuance of state guidance on the common intake system.**

***Professional Development:*** Conduct training for job center staff, One-Stop partners, and other service providers to standardize intake, assessment procedures and available services. This will ensure seamless intake and equitable sharing of information across the system. This includes working with the DWD to assess the effectiveness of providers on the Eligible Training Provider List (ETPL), strengthening performance standards, and when possible, recruiting new organizations to compete in the provision of services.

***Coordination:*** Continue refining the coordination of services through co-enrollment of WIOA Title I participants with system partners including TANF, Adult Education and Literacy, Division of Vocational Rehabilitation (DVR), Trade Adjustment Assistance, and the FoodShare Employment and Training (FSET) programs, when individuals are eligible. This will help to leverage resources and ensure that individuals are serviced effectively and able to achieve and maintain positive outcomes.

***Access to Recognized Postsecondary Credentials:*** Work with DWD, the Wisconsin Technical College System and other state and local partners to implement recognized post-secondary credentials across programs that are desired and endorsed by employers and align to career pathways. Strategies include:

- Use Eligible Training Provider List (ETPL) of vetted providers. This includes reviewing the ETPL training provider placement history and comparing vendor programs and outcomes. ~~to determine future ETPL eligibility.~~ Employ Milwaukee staff will continue to partner with DWD staff **on ETPL procedures.** ~~to recommend de-certification of vendors where appropriate.~~

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- Select training providers that meet the requirements set forth in the WIOA State Plan, which includes skill attainment, certification or degrees. Furthermore, Employ Milwaukee staff has advised the OSO and Title I-B service providers of ETPL vendor performance to ensure that Title I-B program training funds are utilized efficiently and that participants can expect job placement at the completion of ETPL training programs.
- Job Service staff and Title I-B Career Planners provide career services to incorporate post-secondary education and technical skill set training when appropriate for the career pathway. This includes sharing the educational attainment earnings impact and labor market data when counseling clients.

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

A non-traditional occupation (NTO) is defined as one where more than 75 percent of the workforce is of one gender. WIOA Career Planners provide labor market information to individuals that will help them assess the prospects of a given occupation and whether that occupation is a good match for their interests and skills. All individuals who are screened for WIOA registration receive NTO information.

Employ Milwaukee's services focus on developing career pathways, and training for high-wage jobs is prioritized. Employ Milwaukee believes that providing Labor Market Information about non-traditional occupations (NTO) is a critical component of career exploration. In addition, Employ Milwaukee is engaged in several US DOL discretionary grant initiatives through Tech Hire and the American Apprenticeship Initiative to promote non-traditional pathways to occupations.

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

Employee Milwaukee works upfront with employers to determine local and regional hiring needs and responds with relevant, contextualized, education and training programs. These include work-based learning opportunities with employers such as on-the-job training programs (OJT), customized training, internships, pre-apprenticeship, registered apprenticeships, and career pathways with bridges and stackable credentials. Employ Milwaukee will continue to focus on industry partnerships and career pathway strategies, as previously described.

Employ Milwaukee is a member of the Mayor's Manufacturing Partnership, a framework to encourage greater interaction among employers and workforce development providers. Employee Milwaukee is subsequently experiencing an uptick in technical training and OJT training requests from manufacturers and expects this employer collaboration model to grow across other sectors as IABs are enhanced and expanded.

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

Employ Milwaukee has established relationships with entities that provide guidance, support, and resources to encourage microenterprises and entrepreneurial opportunities, including the Small Business Administration (SBA), Wisconsin's Women's Business Initiative Corp. (WWIBC) and the University of Wisconsin-Milwaukee's School of Continuing Education. If a WIOA participant is a viable candidate for their own business start-up, they are connected with the appropriate partner. DVR can provide these services to eligible WIOA Title IV participants.

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

In 2015, Employ Milwaukee was a recipient of a five-year American Apprenticeship grant from the U.S. Department of Labor Employment and Training Agency (DOL ETA). The grant will help Employ Milwaukee grow its apprenticeship training strategies in the IT, construction, financial services, healthcare, and manufacturing industry sectors. Expanding use of apprenticeships will enable Employ Milwaukee to drive new innovations, provide a specialized employment-ready workforce, and help fill critical talent gaps in the regional workforce. Employ Milwaukee will disseminate these apprenticeship opportunities through AJCs and IABs, as well as partnerships with the DWD-DET-Bureau of Apprenticeship Standards and other community partners. Employ Milwaukee keeps outreach materials with updated sponsor lists in the AJCs, and instructs staff and system partners to incorporate information on the preparation for registered apprenticeships into career planning documents.

Employ Milwaukee's Career Plus Youth Apprenticeship (YA) Consortium began serving Milwaukee County in the 2016-2017 school year. Elements of this program are as follows:

- YA Consortium includes a steering committee including employers, nonprofits, school districts, colleges, and workforce representatives.
- High school students take related instruction in school while being matched with an appropriate employer for a Youth Apprenticeship.
- Employ Milwaukee helps recruit both students and employers, and trains employer mentors.
- Career Coordinators employed by Employ Milwaukee in the schools as part of the Career Plus program assist with youth apprenticeship.
- Students gain on-the-job training and experience while building sustainable career pathways.

Milwaukee County currently has five additional YA consortia operating within WDA 2 (South Shore, CESA 1, Milwaukee Public Schools, GPS Education Partners and Waukesha County School to Work). Employ Milwaukee's Business Solutions staff continually promotes the YA programs with WDA 2 employers and will refer employers to other YA consortia leaders who offer programs of interest to employers.



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

Employee Milwaukee's five IABs play an instrumental role in supporting its sector-driven, employer-led approach. These IABs are responsive to industry and jobseeker needs over the long-term and businesses within an industry work in collaboration to solve problems and identify system improvements. The IABs also work to identify and obtain resources for sustainability and expansion of the sector-strategy model. Employ Milwaukee understands that its success is predicated on advancing workforce system alignment and developing and leading highly collaborative relationships with stakeholders. As such, Employ Milwaukee actively participates in fostering existing industry partnerships and facilitating of new partnerships.

Employ Milwaukee also engages and partners with Business Improvement Districts (BIDs), business associations, chambers of commerce and local business park occupants to identify employment needs and coordinate recruitment and hiring events. An example is the Franklin Business Park engagement, a collaboration of manufacturers who have identified common skill needs for open positions, which led to a customized hiring event and opportunities for OJT and other talent acquisition programs/services.

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

Recommendations and feedback from IABs and other employers are shared with the Employ Milwaukee staff and coordinated with Collabor8 team members and AJC partners. This effort incorporates addressing high priority employer needs through customized screening and placement services.

Employ Milwaukee's ITA Policy states that, "ITAs may only cover training programs for an in-demand occupation or sector, as substantiated by labor market information, including that provided on the State of Wisconsin Department of Workforce Development's Hot Jobs List located on <https://www.jobcenterofwisconsin.com/wisconomy>."

Employ Milwaukee's ITA Policy is available in Attachment O.

**VI. Program Services**

**A. Priority of Service**

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

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Employ Milwaukee has not designated any additional priority groups for the Adult Program beyond those required by WIOA. Employ Milwaukee's Adult Program Priority of Services Policy can be found in Attachment M.

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

Employ Milwaukee's Veterans Priority of Services Policy can be found in Attachment N.

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

Employ Milwaukee's Veterans Priority of Services Policy can be found in Attachment N.

**B. Funding**

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

Employ Milwaukee does not have a plan for transferring funds between the Adult and Dislocated Worker programs. Employ Milwaukee maintains a position of flexibility and, if a transfer of funds is programmatically and fiscally appropriate, the organization will ensure that there is no loss of service to the original program population.

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

At this time, Employ Milwaukee does not currently utilize local adult, dislocated worker, or youth formula funds for pay-for-performance contracts. However, Employ Milwaukee may consider pay for performance and other incentive based options in the future.

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

Employ Milwaukee plans to allocate funding across service categories in accordance with guidance from DWD. Historical precedence provides evidence to support how funding in specific service categories has influenced program performance. This experiential data will drive initial allocations, as allowable. Employ Milwaukee will maintain a position of flexibility to achieve successful programmatic outcomes.

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**C. Service Strategies**

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

~~Employ Milwaukee has continued using the Disability Resource Coordinator (DRC) model as implemented during the Disability Employment Initiative (DEI). The DRC~~

Employ Milwaukee's Equal Opportunity Officer (EOO) completes mandatory Equal Opportunity and Civil Rights Compliance onsite monitoring and makes annual training available to WIOA Title I staff. Each provider is required to maintain a minimum standard of annual staff training on EEO and CRC requirements. Employ Milwaukee reviews this documentation for content, effectiveness, and timely delivery.

Job Service works closely with Employ Milwaukee regarding access to AJC services through assistive technology in response to accessibility monitorings and other assessments. The EEO conducts regular site visits to evaluate American Disability Act (ADA) accessibility for each American Job Center in WDA 2. Other service strategies include:

- Strengthen linkages between the American Job Center System and a variety of services to individuals with disabilities, including cross referrals with Benefits Planners.
  - Provide education regarding workplace needs of jobseekers with disabilities to key stakeholders, including employers, One-Stop staff and service providers in public/private agencies.
  - Ensure seamless service provision from OSO and WIOA Title I staff and such vital partners as DVR, Badgercare, General Assistance Medical Program (GAMP), Social Security, Housing Authority of the City of Milwaukee, transportation providers, and all other public entities that can assist with an array of supportive services.
  - Educate the network of providers serving individuals with disabilities about the American Job Center System and the incentives and programs in place for jobseekers with disabilities.
  - Job readiness classes that focus on how to communicate skills and address their disability to the employer.
- 2. Describe the methods and procedures that have been developed (or are planned) to ensure coordination and collaboration with the following programs:**
    - a) TANF**
    - b) Food Share Employment and Training**
    - c) Adult Basic Education and English Language Learning Programs Authorized by**
    - d) Title II of WIOA**
    - e) Registered Apprenticeship**

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- f) Jobs for Veterans State Grants Program [38 U.S.C. §4102A(c)]**
- g) National Farmworker Jobs Grant Program**
- h) Senior Community Service Employment Program (SCSEP)**

Employ Milwaukee provides oversight of the AJCs in Milwaukee County and recognizes the need for participants to gain seamless access to these services. The WDA 2 OSO ensures that service coordination methods outlined in the AJC MOUs are executed as required. Following is a brief description of program specific methods and procedures to ensure coordination and collaboration for each program.

**TANF:** Employ Milwaukee is co-located with TANF/Wisconsin Works (W2) and providers and their coordination ensures public assistance recipients are enrolled in programs and are receiving services they need. To achieve greater alignment and coordination, Employ Milwaukee, together with their TANF partners and sub-contractors, will continue refining co-enrollment functions.

**FoodShare Employment and Training:** ResCare is the current provider of FoodShare Employment Training (FSET) in the Milwaukee Area. Employ Milwaukee has a contractual agreement with ResCare and is coordinating efforts to co-enroll FoodShare recipients to receive support services, career guidance, and job-readiness services. Data regarding those co-enrolled informs service delivery and program planning.

**Adult Basic Education and English Language Learning Programs Authorized by Title II of WIOA:** The Milwaukee Area Technical College (MATC) provides Adult Basic Education and English Language Learning (ELL) programs in WDA 2. These services are open to the public and to eligible WIOA program participants. Employ Milwaukee also maintains a service provider list inclusive of programs authorized by Title II of WIOA at WDA 2 Job Centers. These services are inter-connected through the AJCs and through program service providers. Employ Milwaukee utilizes these relationships to further link adult learners through bridge programs into career pathways that offer jobs or post-educational credentials.

**Registered Apprenticeship:** Employ Milwaukee is spearheading the development and expansion of new Registered Apprenticeships (RA) with a two-pronged goal:

- Increase the number of underrepresented workers in Registered Apprenticeships, and
- Educate the workforce development system and the business community about the value and practice of the Registered Apprenticeship system.

To do this, Employ Milwaukee has partnered with the DWD-DET's Bureau of Apprenticeship (BAS), US DOL's Apprenticeship USA, and the Compete Midwest Urban Strategies team, a regional partnership that includes the St. Louis Agency on Training and Employment and the Detroit Employment Solutions Corp.

Employ Milwaukee will work with local employers to develop RA programs aligned to post-secondary credentials and coordinate closely with the BAS to develop and certify these RA programs. In addition, it will work to establish credit-earning opportunities for apprentices to obtain college credit for eligible RA course work. The IABs will be

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instrumental in the education of employers about the benefits of RAs in each of the identified sectors.

Employ Milwaukee will work with its partners to design and support apprenticeship readiness programs designed to introduce job seekers to RA career pathways and assist them in securing the required credentials to become an eligible apprenticeship applicant.

Employ Milwaukee will coordinate with AJC staff and Wisconsin BAS to develop and disseminate marketing materials that promote RAs and encourage non-traditional workers to choose apprenticeship as their career pathway. Employ Milwaukee will continue to ensure that staff at the American Job Centers and service delivery partners are knowledgeable and prepared to promote RA's as highly beneficial career pathway options. WDA 2 AJC staff educate job seekers about the benefits of apprenticeship and will promote apprenticeship opportunities throughout the area. Underrepresented populations (including women, minorities, veterans, and people with disabilities) will be a primary focus for outreach and education. Individuals interested in pursuing an apprenticeship will be referred to appropriate employer sponsors for consideration.

As mentioned previously, Employ Milwaukee's Career Plus Youth Apprenticeship (YA) Consortium began serving Milwaukee County in the 2016-2017 school year. Elements of this program are as follows:

- YA Consortium includes a steering committee including employers, nonprofits, school districts, colleges, and workforce representatives.
- High school students take related instruction in school while being matched with an appropriate employer for a Youth Apprenticeship.
- Employ Milwaukee helps recruit both students and employers, and trains employer mentors.
- Career Coordinators employed by Employ Milwaukee in the schools as part of the Career Plus program assist with Youth Apprenticeship.
- Students gain on-the-job training and experience while building sustainable career pathways.

***Jobs for Veterans State Grants Program:*** The Office of Veterans Employment Service (OVS) is a partner in the WDA 2 AJCs and provides services to eligible veterans. Disabled Veterans' Outreach Program (DVOP) specialists provide intensive services to meet the employment needs of veterans with significant barriers to employment. Local Veterans' Employment Representatives (LVERs) coordinate with Employ Milwaukee to promote to employers, employer associations, and business groups the advantages of hiring veterans.

***National Farmworker Grant Program:*** United Migrant Opportunity Services (UMOS) is charged with the administration of the National Farmworker Grant Program for DWD in WDA 2 and across the state. UMOS is also an integral partner with Employ Milwaukee and ensures access to this program is provided via informed staff at all American Job Centers in WDA 2.

***Senior Community Service Employment Program:*** Employ Milwaukee recognizes the Senior Community Services Employment Program (SCSEP) as a valuable AJC partner. The SCSEP, which is known as the Wisconsin Senior Employment Program (WISE), provides

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part-time on-the-job subsidized training in community service assignments for unemployed, low-income older persons who are 55 years of age and older, whose prospects for employment are poor and who have the greatest economic and social need.

Employ Milwaukee works with SCSEP to provide cross-program coordination and alignment to promote a better understanding of each partner's role in assisting older workers. In addition, aligning co-enrollment with SCSEP program will provide the opportunity for dually-eligible seniors to obtain meaningful employment.

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

Employ Milwaukee is the local administrator of Windows to Work, authorized under Section 212 of the Second Chance Act, which provides optimal opportunities for coordination with WIOA Title I programs and other AJC partner programs. Milwaukee was one of only two cities nationwide chosen by the Council of State Governments to receive technical assistance on this reentry model. The Integrated Reentry and Employment Strategies (IRES) Pilot Project is a collaborative partnership between Employ Milwaukee, WI DOC, WI DWD, and the Council of State Governments.

The Milwaukee Reentry Network is a subcommittee of Employ Milwaukee's Coordinating Council. MREN is Co-Chaired by the WI DOC Reentry Director and Employ Milwaukee's Chief Marketing Officer. As a workforce leader in the community, Employ Milwaukee has placed a strong emphasis on the coordination and expansion of reentry services among the many agencies that serve individuals who have been involved in the juvenile or adult criminal justice system or that may alleviate employment, training, and education barriers that these individuals face.

Employ Milwaukee's reentry strategy provides training and employment opportunities for adults returning from county/state/federal correctional facilities, youth returning from juvenile justice facilities, and adults and youth on county, state or federal supervision living in Milwaukee County. Employ Milwaukee facilitates referrals for potential WIOA program participants from multiple access points, including AJCs, facilities via the Department of Corrections, and other community-based points of reentry. Employ Milwaukee uses an evidence-based reentry model that incorporates a work readiness assessment (OWRA) for individuals in this target group that factors in criminogenic needs and responsivity principles that are directly related to recidivism. These individuals complete the Employ Milwaukee Program Intake Form and are connected with the LMI available through JobCenterofWisconsin.com. The model's end goal is breaking the cycle of incarceration and developing long-term economic success for individuals.

- 4. Describe how the WDB will ensure collaboration with Adult Basic Education and English Language Learning programs so that adults who need to improve their reading, writing,**

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**math and/or language skills have access to integrated instruction and accelerated entry into post-secondary education to earn an industry-recognized credential.**

Employee Milwaukee has an established history of working in close collaboration with Adult Basic Education (ABE) and English Language Learning (ELL) programs for individuals who need to improve their reading, writing, math and/or language skills. This network of collaboration extends beyond the technical college system and includes recognized purveyors of educational services with expertise in working with adults. Employee Milwaukee trains WIOA Title I service provider staff on how and when to refer a program applicant or participant to a provider of Adult Basic Education and English Language Learning programs.

**Table 11** illustrates an example of providers and educational services currently serving program participants. Please note that the table is not all-inclusive as WDA 2's WIOA Title II Program is continually adapting.

<b>Table 11: WDA 2 Adult Basic Education and English Language Learning Providers</b>	
<b>Provider</b>	<b>Educational Service</b>
Milwaukee Area Technical College	Adult Basic Education English Language Learning (ELL) General Equivalency Degree (GED)/High School Equivalency Degree (HSED) Programs Completion: Guided Pathways Phase I (Student Success) Career Prep Project (Carl Perkins funded)
Milwaukee Achiever Literacy Services	Adult Basic Education GED/HSED Tutoring PI 5.09 Program GED Mini-Lab ELL Tutoring
Social Development Commission	Adult Basic Education GED and HSED Programs
United Migrant Opportunity Services	ELL Courses
Catholic Charities	ELL Classes Refugee Resettlement Program
Centro Hispano Milwaukee	Integrated English Language and Civics Education
Neighborhood House of Milwaukee, Inc.	Literacy, Civics, and Employment for Refugees and Immigrants
Literacy Services of Wisconsin	Adult Basic Education ELL Partners to Prosperity Initiative
Wisconsin Regional Training Partnership	Pre-vocational ABE for individuals who are interested in entering or advancing their career in the construction or manufacturing industries

- 5. Provide a description of plans, strategies and assurances to maximize coordination of services provided under the Wagner-Peyser Act and WIOA (for example, WIOA Title 1 staff document workshop services provided by WIOA Title 1 staff in ASSET). The**

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**description should include how improved service delivery and avoidance of duplication of services will be achieved. [§108(b)(12)]**

Employ Milwaukee contracts with service providers who coordinate with and enhance labor exchange services provided under the Wagner-Peyser Act at the WDA 2 AJCs. Under this design, service provider staff work side-by-side with Wagner-Peyser staff, particularly in the AJC Resource Rooms. WIOA Title I-funded staff do not duplicate any Wagner-Peyser staff efforts. Employ Milwaukee contracts with service providers to provide WIOA Title I career services for program participants. At each AJC, the WIOA service provider is responsible for provision of all WIOA Title I Program services. This clear delineation of roles and responsibilities provides for the elimination of duplication of service and promotes easier access.

In PY17, Employ Milwaukee developed an agreement with Job Service to provide weekly support at Employ Milwaukee's HUB. This weekly session is attended by individuals who have been connected to the workforce system through Mobile Workforce Connections and provides them with information about what services are available through the AJCs.

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

WIOA Adult and Dislocated Worker Program staff must develop an Individual Employment Plan (IEP) with each participant to address the needs identified through comprehensive assessment, in a manner that is appropriate to the individual and follows clear timelines in which to be completed. The IEP should identify primary educational, personal, and employment goals and describe the training activities and appropriate services the participant will receive to achieve those goals. The IEP must address barriers that have prevented the participant from obtaining employment and contain measurable and verifiable long and short-term goals, such as educational attainment, credential achievement, barrier remediation, specific occupational skills attainment, job placement/retention and appropriate supportive service assistance when needed. All IEPs, including updates, must have signatures by the participant and the Career Planner.

WIOA action plans must be updated with the participant a minimum of every 6 months. Any changes that occur should be reviewed, and if appropriate, updated in the IEP. These changes can include but are not limited to:

- Supportive or Training services
- Changes or additions to career goals
- New skills to develop that have been identified

Each IEP must be documented in the participant's file, in ASSET, and in ETO. Details in ASSET Manage Services, including service dates and outcomes, must be kept current to reflect the IEP and actual service provision. Employ Milwaukee Contract Compliance staff review IEP details and service documentation to ensure alignment.



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

Employ Milwaukee does not use the WIOA Needs Related Payments provision.

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

Employ Milwaukee's Supportive Services Policy can be found in Attachment R.

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

Employ Milwaukee requires that WIOA Title I participants be contacted with the following frequency:

- Youth participants: A minimum of every 15 days
- Adult and Dislocated Worker participants: A minimum of every 30 days

These participant engagement minimums are outlined in the WIOA Title I Service Provider contracts, and WIOA Career Planners are advised that some participants may require more frequent contact, based on the services being received or the barriers being faced.

~~Employ Milwaukee maintains an expectation of monthly contact with participants. There may be exceptions depending on the services a participant is receiving. An example of such an exception would include a participant that is in need of more routine monitoring due to training attendance requirements. Participants receiving transportation assistance as a supportive service in the form of bus tickets may have weekly contact upon receipt of transportation assistance.~~

Contact attempts are documented in ASSET and in case notes. Case notes are expected to document the means of contact, results of contact, and purpose of contact. Employ Milwaukee contract compliance staff evaluate case note **frequency**, completeness and accuracy.

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

WIOA Career Planners in WDA 2 are trained that WIOA defines an exit as the last date of service. When 90 days have elapsed since the participant last received services and there are no plans to provide future services, a participant must be exited. Services do not include self-service, information-only services or activities, or follow-up services. WIOA Career Planners also receive training that simply contacting, or unsuccessfully

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attempting to contact, a participant does not, in and of itself, constitute service provision.

When a participant is exited, the Career Planner must update the participant's file, ETO and the ASSET record. The following steps must be taken in ASSET:

- Entering a case note stating the date of and reason for the exit.
- Verifying that services have accurate open and close dates and that outcomes for services are updated.
- Recording outcomes, including credentials (Manage Follow Ups), employment (Manage Follow Ups), and measureable skills gains (Manage Assessments), as applicable.
- Entering a program end date (Manage Programs).
- Completing a planned exit episode (Manage Exits).

Exit-related documentation must meet the standards defined in the DWD WIOA Title I-B Participant Case File Documentation Guides. Documentation includes information related to attempted contacts, employment, education information, and exclusionary exit justification, if applicable.

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

Employ Milwaukee's Follow-Up Services Policy is in Attachment S.

**D. Dislocated Workers**

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

Employ Milwaukee uses the state's definition of unlikely to return to previous industry or occupation as outlined in the WIOA Titles I-A and I-B Policy and Procedure Manual, Section 8.2. The policy states, "DWD-DET considers someone likely to return to a previous industry or occupation if s/he has a specific recall date from the employer of the qualifying dislocation that is within 12 weeks of termination or layoff. If someone from an individual or small group layoff has a specific recall date, s/he should not be served as a dislocated worker during the period leading up to that date."

Employ Milwaukee allows service providers to consider the below factors when deciding if an individual is unlikely to return to a previous industry or occupation, as allowed by state policy:

- The individual is likely to enter a new job that is different structurally or organizationally than his/her previous job.
- The individual is likely to enter a new job with lower seniority compared to his/her previous position.
- The individual has a gap in employment that decreases his/her chances of returning to the same level of occupation or type of job.

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

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

Employ Milwaukee requires WIOA Title I service providers to work in close collaboration with the Wisconsin Department of Workforce Job Service on RES activities. Employ Milwaukee requires, by contract, the WDA 2 OSO to “support Job Service staff to ensure that WIOA Title I program staff attend scheduled Reemployment Sessions to provide a brief overview of WIOA Title I Adult, Dislocated Worker and Youth programs.” WIOA service providers provide in-person outreach about WIOA programs at RES sessions. These informational presentations provide Unemployment Insurance-registered job seekers with program materials and the opportunity to explore the services offered through WIOA.

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

In accordance with the DWD’s Rapid Response Redesign effective July 1, 2015, Rapid Response services and service delivery methodology are detailed in Employ Milwaukee’s Rapid Response Policy and Procedures (Attachment V). The plan incorporates providing Rapid Response services to worker groups on whose behalf a trade petition has been filed.

Certification of trade petitions are not immediate and oftentimes workers are dislocated before a determination has been made. In cases such as these, workers can still access dislocated worker services through WIOA formula funding or Rapid Response Grants, if applicable.

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

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

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- b. Clarification of roles and responsibilities for the WDB and Job Service**
- c. Mechanisms for routine communication between the WDB and Job Service**
- d. Integration of the minimum level of required transition services (see list on the Rapid Response Practitioners' webpage, <https://workweb.dwd.state.wi.us/det/bwt/dw/default.htm>)**
- e. Identification of flexible and innovative services and solutions to address both employers' and workers' transition needs**
- f. Mechanisms for leveraging staff and other resources**
- g. Effective utilization of materials**
- h. Engagement of appropriate partners**

Employ Milwaukee has created standard operating procedures for the Rapid Response framework in the local area, included in Attachment V.

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

Employ Milwaukee and its Dislocated Worker Program service providers work closely with DWD staff in assessing labor market trends and specific employment sectors to identify employers at risk of layoff. Insight provided by workforce development and industry partners within the larger workforce system assist in this endeavor.

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

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

Employ Milwaukee has developed a well-established coordinated service delivery system with the Trade Adjustment Assistance (TAA) Program. WDA 2 TAA case managers work side-by-side with WIOA Dislocated Worker Program staff. TAA supervisory staff split time between the Employ Milwaukee office and AJCs to ensure full access across programs and services.

The DWD-TAA WDA 2 Director is a designated member of the Rapid Response Team for the WDA, thus assuring cross-program coordination. This level of communication and coordination provides impacted workers with the benefits of wrap-around services that are directly related to the training, supportive service placement, and follow-up needs.

The steps outlined in **Table 12** describe the actions taken in the dislocation response process beyond Rapid Response activities and upon receipt of trade petition notice.

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<b>Table 12: WDA Dislocation Response Process</b>	
<b>Step 1</b>	Individual makes application for services at an AJC through the Dislocated Worker Career Planner. Dislocated Worker and Employ Milwaukee staff will also check for trade eligibility.
<b>Step 2</b>	Schedule Orientation.
<b>Step 3</b>	During the orientation/intake, participants are evaluated through assessment testing and get an overview of services provided through the Dislocated Worker Program and an orientation to the TAA program.
<b>Step 4</b>	Participants are assigned a Dislocated Worker Career Planner who provides the initial one-on-one interview in which the IEP is developed.
<b>Step 5</b>	The participant is referred to the TAA Program with a follow-up scheduled appointment for the initial interview with the TAA case manager.
<b>Step 6</b>	After the participant establishes a TAA case manager, the TAA and Dislocated Worker teams work jointly to determine which re-employment and/or training services will be provided from the respective programs.
<b>Step 7</b>	Program staff works with the Employ Milwaukee Business Solutions Team and its network of industry partners for placement services.

**E. Title I Basic Career Services**

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

At this time, Employ Milwaukee does provide any additional basic career services beyond those specified in Section 134(c)(2)(A)(i) of the Act and TEGL 3-15.

Qualified and interested job seekers are also referred to Employ Milwaukee's Construction Sector Services Provider (CSSP), which delivers construction readiness training and placement services for job seekers in Milwaukee County. Services include construction orientations, testing and assessment for job readiness, construction industry readiness training, placement, and retention services.

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

Employ Milwaukee ensures that Title I basic career services are offered in WDA 2 American Job Center System. Basic career services are provided to all customers. All mandated partners within the system are coordinated in such a manner that allows for easy transition from basic to individualized career services.

**The WIOA Implementation Concept Map (Attachment Z) describes WDA 2's design for service provision through the AJCs.**

**3. Under WIOA, there is no requirement that a participant must receive career services prior to training services. However, at a minimum, to be eligible for training, an**

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**individual must receive an eligibility determination for training services. Describe how the WDB will manage this for participants being fast-tracked into training. [§680.220)].**

In full accordance with WIOA, determination of eligibility for and access to training services is made by WIOA Title I service providers. **Employ Milwaukee requires that, at a minimum, an assessment and IEP be completed to determine that training services are appropriate.**

**Career Planners must comply with §8.3.4 of the WIOA Title I-A and I-B Policy and Procedure Manual, which requires a calculation of Economic Self-Sufficiency to justify placing a participant into training. A participant may only receive WIOA Title I-funded training if s/he meets all requirements of Section 680.210 of the DOL WIOA Final Rule, which includes:**

- the individual is not considered economically self-sufficient **and** needs training to obtain economic self-sufficiency; OR**
- the individual is considered economically self-sufficient but is unlikely to remain so without training.**

**When Career Planner determines an individual to be economically self-sufficient but unlikely to remain so without training, a request to allow training is made through the Training Justification Form submitted to Employ Milwaukee.**

**F. Individualized Career Services**

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

There is currently no plan to offer additional individualized career services beyond those identified in Section 134(c)(A)(xii) of the Act and TEGL 03-15. Employ Milwaukee maintains flexibility through its sub-contractors to allow for additional individualized career services in advance of or as a result of workforce needs within the WDA.

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

Individualized career services are provided through Employ Milwaukee's subcontracted agencies. These partners are an integral part of the One-Stop system, and Employ Milwaukee works with all partners in a coordinated strategy to increase its capacity and improve its effectiveness in partnering with employers, government and public-sector entities, non-profit and community-based organizations, education systems, and labor organizations. Employ Milwaukee's OSO plays a vital role in ensuring this coordination in the area's Job Centers to facilitate maximum benefits to customers. Employ Milwaukee is exploring how to expand its intake system to coordinate data sharing, promote co-enrollment, and reduce the instances of duplicated service.

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

Employ Milwaukee has adopted the State's uniform "Economic Self-Sufficiency" definition, policy and process for application as outlined in the WIOA Title I-A and I-B Policy and Procedure Manual §8.3.4.

Employ Milwaukee's Self-Sufficiency Policy can be found in Attachment Q.

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

Employ Milwaukee has adopted the State's uniform "Economic Self-Sufficiency" definition, policy and process for application as outlined in the WIOA Title I-A and I-B Policy and Procedure Manual §8.3.4. Employ Milwaukee allows placement of individuals into training programs that may not immediately lead to economic self-sufficient employment if the training is part of a career pathway that will eventually lead to economic self-sufficiency. In these instances, Career Planners must explain this in a Case Note prior to submission of a training voucher to Employ Milwaukee for approval.

**G. Training Services**

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

At this time Employ Milwaukee has not allocated separate funds for ITA, OJT, incumbent worker training, transitional jobs and customized training. The WDB will continuously evaluate the need for such allocations and make decisions accordingly.

2. **Describe any plans for using up to 20% of local area dislocated worker and adult formula funds to provide the Federal share of the cost of providing training through a training program for incumbent workers. Submit the local policy and forms, including an itemization of the non-federal reimbursement share [§680.800, 134(d)(4)(A)(i) and TEGL 3-15]**

Employ Milwaukee's Incumbent Worker Training Policy can be found in Attachment Y.

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- 3. Describe any plans for using up to 10% of local area dislocated worker and adult formula funds to provide transitional jobs, including the process to identify individuals with barriers to employment, chronically unemployed or have an inconsistent work history; identify appropriate employers, planned reimbursement amounts, what supportive services will be included, and any limits on duration. Submit the WDB's local policy and forms. [134(d)(5), §680.840a and TEGL 3-15]**

Employ Milwaukee will continuously evaluate the need to develop and amend policies relative to future allocations for transitional jobs funded under WIOA accordingly.

- 4. Describe how the WDB will, with representatives of secondary and postsecondary education program, lead efforts in the local area to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services that are needed by adults and youth, particularly individuals with barriers to employment. Information about Wisconsin Career Pathways, formerly the RISE Initiative, can be found at [§101(d)(5)]**

Employ Milwaukee, in partnership with representatives from Milwaukee Public Schools and Milwaukee Area Technical College, plans to identify, create, and develop career pathway opportunities within the local area by integrating efforts into Employ Milwaukee's sector-based strategies. Information developed through Wisconsin Career Pathways and now available on [www.pathwayplanit.com](http://www.pathwayplanit.com) regarding existing career pathways is used as a resource for program staff. Additional alignment with IABs will create innovative and unique career pathway opportunities that will be available across all programs while emphasis remains on the youth and individuals with barriers to employment.

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

Employ Milwaukee's Individual Training Account (ITA) Policy is located in Attachment O.

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

Employ Milwaukee's procedures relating to the Wisconsin Eligible Training Provider List (ETPL) are maintained on the agency's website at:  
<https://www.employmilwaukee.org/Employ-Milwaukee/Partners/Service-Providers.htm>.

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



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

Employ Milwaukee's OJT Policy can be found in Attachment P.

Employ Milwaukee's Customized Training Policy can be found in Attachment X.

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

Not applicable. On the contrary, WDA 2 WIOA participants have hundreds of Eligible Training Program options available.

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

At this time, participants served meet WIOA eligibility requirements without additional local criteria. Employ Milwaukee continuously monitors the demographics of individuals being served through its many programs. If it is deemed necessary to serve a special population outside from those already eligible for WIOA Title 1 services, strategies will be implemented internally and externally to serve those populations. Criteria that will be used to determine effectiveness of Community-Based Organizations (CBOs) or other private organizations will be based on organization history, training cost effectiveness, program description, alignment of other resources, and relationships with local employers to address specific needs.

8. **Describe the documentation required to demonstrate a "need for training."**

The documentation required to demonstrate a need for training is ~~the Training Justification Form. an internal document checklist that is used to ensure that the training request it is in a high growth, high demand area within the targeted sectors, assessment results, current employment plan, and the customer training statement.~~

**H. Youth Program**

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

1. **Since WIOA requires 75% of youth funds to be spent on out-of-school individuals, please provide the following information:**
- a. **WDB's approach to meeting the required 75% minimum youth expenditure, including the planned program design.**

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Employ Milwaukee's program design of contracting with Dynamic Workforce Solutions and United Neighborhood Centers of Milwaukee (UNCOM) to strictly provide Out-of-School WIOA Youth Program services, ensures that the 75% minimum youth expenditure is met.

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

- Promote programs and/or activities in media, such as newspapers or radio programs, that specifically target various populations;
- Send notices about openings in the recipients' programs and/or activities to schools or community service groups that serve various populations;
- Consult with appropriate community service groups about ways in which the recipient may improve its outreach and service to various populations; and
- Regularly communicate and build partnerships with community and faith based organizations and service providers **through the Youth Committee.**

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

Employ Milwaukee targets services to youth through the WDA 2 AJCs, the Youth Committee, and formalized partnerships with youth-serving organizations, including Milwaukee Public Schools, Milwaukee Area Technical College, Housing Authority of the City of Milwaukee, Wisconsin Department of Children and Families (DCF), and Wisconsin Department of Corrections (DOC).

Employ Milwaukee ensures seamless year-round services to youth by **requiring that WIOA Youth Career Planners jointly develop Individual Service Strategies (ISSs) with participants that include active engagement with WIOA Youth Program elements throughout the year.** Ongoing monitoring and technical assistance by Employ Milwaukee staff is an integral part of the year-round youth innovative program services. The goals are to ensure that programs are running smoothly, proper service levels are maintained, and all programmatic and fiscal requirements are being met by service providers.

Youth service providers are required to submit quarterly reports, which are monitored to ensure programs are on target to reached contractual outcomes. Employ Milwaukee provides services outside the regular school day, except when it conflicts with a back-to-school strategy.

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

In serving and maintaining contact with 16-17-year-old youth, Employ Milwaukee has developed and promoted strategic partnerships at the local levels that facilitate coordinated service delivery strategies and the ability to leverage WIOA resources. Examples of these workforce partnerships with local workforce partners who have access to youth in this age category. Employ Milwaukee also enacts youth

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investment strategies in collaboration with industry sector employer partners, Job Corps, and Youth Apprenticeship.

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

Employ Milwaukee has developed new partnerships and programs to offer creative applications and evidence-based youth solutions. The OSY programs provide job placement, career assessment, soft and transferable skills, and career counseling services. In addition, disconnected youth are offered hands-on career exploration sessions at technical colleges, job fairs, and workshops. OSY pursuing post-secondary training are provided with career counseling that includes information on the local labor market, career pathways, salary ranges, and employment opportunities. An assessment is conducted to match the selected career path to the aptitude and skills of the individual.

WIOA Youth Service Providers are advised that a participant who obtained employment or enters post-secondary education may continue active participation in WIOA, so that the Career Planner can provide guidance and additional services to aid in retention. These providers are also contractually required to provide follow-up services for each participant for no less than twelve months following exit. Follow up caseloads are reported quarterly to Employ Milwaukee.

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

WIOA Youth Service Provider contracts require that, "All youth determined as basic skills deficient must be measured by post-tests administered at regular one-hundred-twenty (120) day intervals thereafter to measure the literacy levels and gains." Employ Milwaukee provides training to and technical assistance for providers on program design components that will lead to increases in Educational Functioning Level.

Ongoing monitoring and technical assistance by Employ Milwaukee staff is an integral part of the Out-of-School Youth Program services. The goal is to ensure that programs are running smoothly, proper service levels are maintained, and all programmatic and fiscal requirements are being met by service providers. Providers are required to submit work plans with quarterly projections of activities and performance goals, which are closely monitored to make sure programs are on target to reach desired outcomes. The work plans will include information such as the provider's program design, the assessment tools and techniques to be used in administering assessments, and how frequently assessments will be incorporated in the youth's ISS. Employ Milwaukee requires provider work plans to include evidence-based techniques in measuring reading, writing, and math deficiencies.

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

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The WIOA Youth Service Providers are required by contract to “develop service strategies for each participant that are directly linked to 1 or more of the WIOA performance indicators, and that shall identify career pathways that include education and employment goals.”

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

Employ Milwaukee uses the Test of Adult Basic Education (TABE) test to assess participant academic needs. Providers are given the option to recommend additional accredited assessment tools based on their subject matter expertise and experience, provided these are approved by Employ Milwaukee prior to implementation.

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

As part of the enrollment process described in H(1)(g) above, Career Planners adhere to the following assessment protocols.

Data gathered from the assessments should include the following data:

- Basic skills, occupational skills, and work readiness skills levels;
- Prior work experience and employability;
- Interests, aptitudes, and motivation level;
- Barriers & Supportive service needs.

Assessments to be used include but are not limited to:

- Vocational Assessments
- TABE
- WorkKeys
- CareerCruising
- Career Locker
- Provelt!

Assessment techniques should be:

- **Objective**, and not program-specific, or limited to the organization providing assessment, rather they should enable the organization to assist the participant to explore all available service options;
- **Comprehensive** in gauging all the needs of a participant, to enable the participant to succeed in the program; and
- **Ongoing**, so that the participant’s needs are evaluated throughout the program.

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

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In addition to ongoing assessment using TABE for out-of-school youth, Employ Milwaukee's selected providers are required to include in their work plans their proposed performance goals for each performance measure, including attainment of high school diploma or a post-secondary credential. Strategies to meet these goals may include direct employer involvement in curriculum development, classroom teaching, assessing participant attainment of competencies, internships and work-based learning opportunities, commitment to interviewing successful program graduates, and hiring successful program graduates. Supportive services will be integrated into this strategy to include support for mental health needs, gang prevention education, financial literacy, healthy relationship education, anger management services, communication and essential skills services.

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

In addition to the response indicated in the previous question, Employ Milwaukee will enhance secondary education and training opportunities through its continued youth partnerships and initiatives. Currently, WDA 2 is involved in several local youth initiatives including Milwaukee Succeeds, the Milwaukee LIHF Course Collaborative, Beyond the Bell, and the Milwaukee Brighter Futures Consortium.

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

- a. Subject to the juvenile or adult justice system;
- b. Homeless;
- c. Runaway;
- d. Pregnant or parenting;
- e. Individuals with a disability;
- f. Foster children;
- g. Aging out of foster care;
- h. English language learners;
- i. School dropouts; and
- j. Within the age of compulsory school attendance, but have not attended school for at least the most recent complete school year quarter.

Employ Milwaukee partners with a vast array of community- and faith-based organizations in Milwaukee County, some that provide services to youth who are described in VI.H.6. above. Please refer to **Table 13** for more information about Employ Milwaukee's youth partner organizations.

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

Employ Milwaukee partners with a vast array of community- and faith-based organizations in Milwaukee County, some that provide services to youth who are described in VI.H.6. above. Please refer to **Table 13** for more information about Employ

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Milwaukee's youth partner organizations who serve youth with barriers in partnership with WDA 2 AJC partners.

<b>Table 13: WDA 2 Youth Community Partners*</b>		
<b>Barrier to Employment</b>	<b>Organization</b>	<b>Resources/Services for Youth</b>
Subject to the Juvenile Justice System	St Charles Legal Action Children's Court Running Rebels Social Development Commission (SDC)	Legal assistance
Homelessness	Walkers Point Pathfinders Milwaukee Rescue Mission Milwaukee Women's Center Salvation Army My Home Your Home Community Advocates Hope House American Red Cross Teen Challenge International WI	Spiritual and material help for poor and homeless Shelter services
Runaway	Walkers Point Pathfinders Teen Challenge International WI	Shelter services Supportive services
Pregnant or Parenting	Planned Parenthood Parent Network Northcott Neighborhood House Children's Outing Association	Parenting classes and resources
Individuals with a Disability	DWD-DVR Goodwill Industries Milwaukee Center for Independence Lutheran Social Services Independence First	Occupational training, community resources
Foster Children	Lad Lake: St. Rose Youth and Family Center Children's Service Society of Wisconsin WI DCF – Division of Milwaukee Child Protective Services (DMCPS) SaintA	Supportive services, and independence-related skill building
Aging Out of Foster Care	Lad Lake Children's Service Society of WI WI DCF – DMCPS	Independent living resources
English Language Learners	<i>Please see Table 11.</i>	
School Dropouts	Milwaukee Area Technical College Milwaukee Achiever	GED and HSED services
Within the age of compulsory school attendance, but have not attended school for at least the most recent complete school year quarter	Milwaukee Public Schools Trans Center for Youth	Reengagement services for youth with school attendance issues.

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

Employ Milwaukee is focused on building and maintaining collaborative partnerships with local education systems, state and local juvenile justice agencies, and community-based organizations to meet the program and service needs of youth, with a particular focus on serving youth who are the highest risk of needing intervention to successfully transition into the Milwaukee workforce. The Youth Committee serves as the vehicle for convening youth servicing agencies, educators and community based organizations and others who convey information to parents, participants and community members.

Through partnerships with the City of Milwaukee, Milwaukee County, Wisconsin Department of Corrections, Milwaukee Public Schools, Milwaukee Area Technical College (MATC), private and non-profit business partners, and community-based youth serving agencies, Employ Milwaukee has established a network of services and programs that serve at risk youth.

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

Employ Milwaukee and its OSO ensure that youth customers at the AJCs are provided with information about available services through AJC partners. WIOA Career Planners review a checklist of all WIOA program elements to ensure Youth Program participants are informed of applicable services.

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

- a. YouthBuild**
- b. AmeriCorps**
- c. Job Corps**
- d. Youth Apprenticeship**
- e. Registered Apprenticeship**

**YouthBuild:** Employ Milwaukee's role as the WDA 2 administrator of YouthBuild ensures coordination between YouthBuild and the WIOA Youth Program. Referrals for potential co-enrollments between the two programs are seamless, enhancing the customer experience and allowing more staff time for non-enrollment activities. WIOA Youth service provider staff are required to advise youth of relevant programs for which they may be eligible and in which they may have interest. WDA 2 YouthBuild partners are the Housing Authority of the City of Milwaukee (HACM), Wisconsin Regional Training Partnership (WRTP), Milwaukee Christian Center (MCC), and Northcott Neighborhood House (NNH). All partners are contracted with Employ Milwaukee to coordinate all allowable YouthBuild services, including GED classes, leadership development activities, tutoring, and training leading to construction skills certifications.

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**AmeriCorps:** The MCC has an AmeriCorps-funded YouthBuild program and all MCC/Employ Milwaukee YouthBuild participants are co-enrolled into AmeriCorps. Information about AmeriCorps is also shared with other interested and potentially eligible program participants.

**Job Corps:** There is a Job Corps Center located on the Northwest side of Milwaukee. The Milwaukee Job Corps Center Director is a member of Employ Milwaukee's Workforce Development Board and Coordinating Council. Referrals are coordinated from Employ Milwaukee programs to the Job Corps for potential co-enrollment and short-term credential training. All YouthBuild partners collaborate with Job Corps for referrals for enrollments into YouthBuild and potential post-programming placements.

**Youth Apprenticeship:** Employ Milwaukee's Career Plus Youth Apprenticeship (YA) Consortium began serving Milwaukee County in the 2016-2017 school year. Elements of this program are as follows:

- Consortium includes a steering committee including employers, nonprofits, school districts, colleges, and workforce representatives.
- High school students take related instruction in school while being matched with an appropriate employer for a youth apprenticeship.
- Employ Milwaukee helps recruit both students and employers, and trains employer mentors.
- Career Coordinators employed by Employ Milwaukee in the schools as part of the Career Plus program assist with youth apprenticeship.
- Students gain on-the-job training and experience while building sustainable career pathways.

**Registered Apprenticeship:** Employ Milwaukee is expanding apprenticeship opportunities for individuals through an American Apprenticeship grant award from the U.S. Department of Labor for a multi-state program that includes St. Louis and Detroit and DWD-DET-BAS. WDA 2 also partners with Northcott Neighborhood House through the Milwaukee Builds construction sector program. Individuals interested in pursuing a Registered Apprenticeship may do so either through the union trades apprenticeships or the Associated Builders and Contractors, Inc. (ABC) Apprenticeship Program. Individuals interested in pursuing a union trade apprenticeship can be enrolled in the Wisconsin Regional Training Partnership (WRTP)/Building Industry Group Skilled Trades Employment Program (BIG STEP) Apprenticeship Preparatory Tutoring Program to help them prepare for the Registered Apprenticeship application process.

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

Representatives from the Employ Milwaukee Youth team serve on several Milwaukee youth initiatives, including Milwaukee Succeeds, Milwaukee Brighter Futures Consortium, Life Course Initiative, and Beyond the Bell.

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



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Provision of the 14 required Youth Program elements is explained in **Table 14.**

<b>Table 14: Provision of Required Youth Program Elements in WDA 2</b>	
<b>Program Element</b>	<b>Activities/Strategies</b>
Tutoring, study skills training	Basic Skills, ELL, and GED instruction (individual and classroom), study skills; Collaboration with universities and community colleges, as well as community based educational organizations to find the right resources for Youth to provide remedial services for areas of academic deficiency as related to industry expectations
Alternative secondary school instruction or drop out services	Direct referral to drop-out recovery programs, co-enrollment and coordination of educational activities;
Paid and unpaid work experiences	Provision of paid and/or unpaid work experience in several high-demand industry sectors including healthcare and construction; Summer Earn & Learn
Occupational skills training	Numerous industry recognized certifications including Youthbuild PaCT (construction), Job Corps (construction, manufacturing, healthcare)
Education offered concurrently and in context	Blended education and work readiness activities and blended sector training and education
Leadership development opportunities	Activities related to peer mentoring of new OSY enrollees, participating in tobacco prevention awareness and volunteering with elementary school program; Community service, peer-centered activities, and other positive social behavior exercises; Training in soft skills
Support Services	As allowed by Employ Milwaukee Supportive Services Policy
Adult Mentoring	Recruiting and training adult mentors with to serve as career coaches; Mentor will be someone the youth who has life, work, or personal experience to provide motivational support
Follow-up Services	Making quarterly contacts with participants, employers, social media, school visits, etc. to ensure youth is receiving services until they are stable in employment or post-secondary education
Comprehensive guidance and counseling	Academic planning, career exploration, academic preparation workshops
Financial Literacy education	Holding workshops; Collaboration with local financial institutions to provide financial literacy training, credit counseling, and other services provided by qualified community partners
Entrepreneurial skills training	Holding workshops; Connecting youth with appropriate opportunities to develop and manage their own business enterprise
Labor Market and Employment Information	Providing information on area new businesses and job openings, periodically review high demand occupation trends and industry; Youth will participate in a series of activities to assist them in making career choices based on local demand, their unique skill sets and their strengths; Career Fairs and job postings
Activities that help youth prepare for and transition to post-secondary education and training	College tours, academic planning, academic preparation workshops; Ongoing supportive and developmental services; regular contact with youth, mentoring, and career pathway coaching; Social media will be utilized to stay connected with the youth and partners to maintain communication and promote support

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

WIOA Youth Program staff must develop an Individual Service Strategy (ISS) for each participant that is directly linked to one or more of the WIOA performance indicators, and that identifies career pathways that include education and employment goals, appropriate achievement objectives, and appropriate services for the participant, based on results of the participant's comprehensive assessment. A new service strategy for a participant is not required at enrollment if the provider carrying out such a program determines it is appropriate to use a recent service strategy developed for the participant under another education or training program.

The purpose of the ISS is to identify with the participant any barriers to self-sufficiency that prevents finishing school or obtaining employment. The ISS shall identify an action plan for each participant to address the identified barriers including but not limited to primary educational, personal, and employment goals, as well as training or education activities and appropriate support services the participant will receive to achieve those goals.

The ISS should be developed jointly between the WIOA Youth Career Planner and participant, with consideration for meeting measurable and verifiable long and short-term goals, such as but not limited to:

- Educational attainment
- Credential achievement
- Barrier remediation
- Specific occupational skills attainment
- Job placement and retention
- Supportive service assistance when needed

Individual Service Strategies must be updated with the participant a minimum of every six months, or more often if needed. All ISSs, including updates, must have signatures by the participant and the Career Planner. Any changes that occur should be reviewed, and if appropriate, updated in the ISS. These changes can include but are not limited to:

- Supportive or work-based learning services
- Changes or additions to career or education goals
- New skills to develop that have been identified

Each ISS must be documented in the participant's file, in ASSET, and in ETO. Details in ASSET Manage Services, including service dates and outcomes, must be kept current to reflect the IEP and actual service provision. Employ Milwaukee Contract Compliance staff review ISS details and service documentation to ensure alignment.

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

Employ Milwaukee's Youth Incentive Policy is located in Attachment T.

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

Employ Milwaukee sets aside at least 20% of its WIOA youth allocated funding for work experience activities and monitors expenditures regularly.

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

Employ Milwaukee defines an In-School youth or young adult "who requires additional assistance to complete an educational program, or to secure or hold employment" as an individual with at least one of the following characteristics:

Environment and Support System(s)

- Family history of chronic unemployment;
- Resides in an area of high unemployment or crime;
- Lacks familial support to complete an educational program and is/would be the first generation attending college.

Personal

- Lacks occupational and/or educational goals/skills;
- Lacks work readiness skills necessary to obtain and retain employment;
- Has experienced or witnessed a recent traumatic event, including domestic violence or abuse, or resides in an abusive environment;
- Has ever been dismissed or had a nonvoluntary separation from employment.

Academic

- Chronic behavior or attendance problems at school, including having previously dropped out, been suspended or been expelled;
- Has a core GPA of 2.0 or less;
- Has repeated at least one secondary grade level or is over-age for current grade by at least one year;
- Not on track for graduation due to loss or lack of sufficient credits.

These criteria are documented in accordance with Employ Milwaukee's WIOA Youth Barrier Checklist.

~~Employ Milwaukee's definition of an ISY in need of additional assistance to complete an educational program or to secure or hold employment is any youth who has one or more of the following characteristics:~~

- ~~1) Unable to complete tasks on a computer without assistance (Computer Illiteracy), determined by self reports, test or observation method;~~
- ~~2) Has repeated at least one secondary grade level or is one year over age for grade;~~
- ~~3) Has a core GPA of less than 1.5.~~

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- ~~4) Not on track for graduation: Loss of credits has resulted in student being in danger of lacking sufficient credits for graduation.~~
- ~~5) Is a previous dropout or has been suspended five or more times or expelled within the previous 12 months.~~
- ~~6) Has received court/agency referrals mandating school attendance.~~
- ~~7) Has been referred to or is being treated by an agency for a substance abuse related problem.~~
- ~~8) Has experienced a recent traumatic event, is a victim of abuse, or resides in an abusive environment as documented by a school official or professional.~~
- ~~9) Has never held a job (applies to youth 19 or older).~~
- ~~10) Has been fired from job within the 12 months prior to application (applies to youth 19 or older).~~
- ~~11) Has never held a full time job for more than 13 consecutive weeks (applies to youth 19 or older).~~

~~These criteria are documented during the eligibility and enrollment period and are documented in ASSET as well as the participant's case file. The case file also includes a "Youth Barrier" checklist document, which characterizes participant eligibility criteria. Each criterion is verified through Career Planner assessment, documentation by related professionals, and as required in the DWD Guide to Workforce Innovation and Opportunity Act (WIOA) Title I Eligibility Determination and Documentation.~~

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

~~Employ Milwaukee defines an Out-of-School youth or young adult "who requires additional assistance to complete an educational program, or to secure or hold employment" as a low-income individual with at least one of the following characteristics:~~

~~Environment and Support System(s)~~

- ~~• Family history of chronic unemployment;~~
- ~~• Resides in an area of high unemployment or crime;~~
- ~~• Lacks familial support to complete an educational program and is/would be the first generation attending college.~~

~~Personal~~

- ~~• Lacks occupational and/or educational goals/skills;~~
- ~~• Lacks work readiness skills necessary to obtain and retain employment;~~
- ~~• Has experienced or witnessed a recent traumatic event, including domestic violence or abuse, or resides in an abusive environment;~~
- ~~• Has ever been dismissed or had a nonvoluntary separation from employment.~~

~~These criteria are documented in accordance with Employ Milwaukee's WIOA Youth Barrier Checklist.~~

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~~Employ Milwaukee’s definition of an OSY who requires additional assistance to enter or complete an educational program or to secure or hold employment is any youth who has one or more of the following characteristics:~~

- ~~1) Has dropped out of a post-secondary educational program during the past 12 calendar months; or~~
- ~~2) Has a poor work history, to include no work history or having been fired from a job in the last 6 calendar months; or~~
- ~~3) Has previously been placed in out-of-home care (foster care, group home, or kinship care) for more than 6 months between the ages of 16-24; or~~
- ~~4) Currently has an incarcerated parent(s)/guardian.~~

~~These criteria are documented during the eligibility and enrollment period and are documented in ASSET, as well as the participant case file. The case file also includes a “Youth Barrier” checklist document, which characterizes participant eligibility criteria. Each criterion is verified through Career Planner assessment, documentation by related professionals, and as required in the DWD Guide to Workforce Innovation and Opportunity Act (WIOA) Title I Eligibility Determination and Documentation.~~

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

WIOA Youth Service Providers for WDA 2 are as follows:

- In-School Youth: Employ Milwaukee
- Out-of-School Youth: Dynamic Workforce Solutions and United Neighborhood Centers of Milwaukee (UNCOM)

**I. New Service Strategies for WDAs Failing Performance Measures**

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

Not applicable.

**J. Strategies for Faith-based and Community Organizations**

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

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Employ Milwaukee currently engages participation by faith-based and community organizations through the Coordinating Council to address the diverse needs of the local workforce system. The Coordinating Council, provides an avenue through which monthly, two-way dialogue between Employ Milwaukee, which oversees the AJCs in WDA 2, and local organizations can take place.

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

While all job seekers can connect to the public workforce system at American Job Centers (AJC), public libraries, or by using technology such as the Job Center of Wisconsin (JCW), many Milwaukee County residents are either unaware or incapable of utilizing these connections. Using the public workforce system as the foundation, the Employ Milwaukee “Mobile Workforce Connections” Employment and Recruitment (ER) team will go to people where they gather to make the connection. The connection may be educational where ER team members explain how to obtain employment services at the AJC or demonstrate how to access skill assessment tools or to job search in JCW. The connection may also be intentional where job seekers are connected to hiring events, recruitment fairs or pre-apprenticeship training classes. ER team members canvas communities to connect Milwaukee County job seekers to employment and training opportunities while regional employers will benefit as access to skilled workers increases throughout the Milwaukee County labor shed.

Employ Milwaukee hosts and attends community events as part of its ongoing commitment to serving the needs of the WDA. Through these and other events, staff connect on a personal level with partners to ensure that their congregations, clients, and customers connect with to One-Stop services. Increased use of social media and strategic outreach are utilized to maximize the effectiveness of disseminated information. Employ Milwaukee continually evaluates the composition of the Coordinating Council to determine if any deficiency in representation exists. Upon review and evaluation, strategic and definitive roles and responsibilities are defined, building upon the strengths of each organization.

**VII. Service Providers and Oversight**

**A. Selection of Service Providers**

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

Employ Milwaukee’s Procurement Policies and Procedures, as detailed in the Employ Milwaukee Fiscal Policies and Procedures Manual (Attachment L), are followed during the competitive process used to award subgrants and contracts in the local area for activities carried out under WIOA Title I.

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In spring of 2017, Employ Milwaukee undertook a procurement process to select providers for the WIOA Title I-B Adult, Dislocated Worker, and Out-of-School Youth Programs. Contracts were awarded to the following:

- Maximus –Adult and Dislocated Worker Programs
- America Works of Wisconsin- Adult and Dislocated Worker Programs
- Dynamic Workforce Solutions – OSY Program
- United Neighborhood Centers of Milwaukee (UNCOM) – OSY Program

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

**a. Career services**

Basic career services are provided by DWD Job Service and AJC partner staff at the Milwaukee Job Center Central (MAXIMUS) and Milwaukee Southeast Job Center (UMOS). Individualized career services are provided by MAXIMUS at the Milwaukee Job Center Central (MAXIMUS) and by America Works at the Milwaukee Walker's Square Job Center (America Works).

**b. Youth services**

Youth services are provided by Dynamic Workforce Solutions at the Milwaukee Job Center Central (MAXIMUS). Additionally, ISY services are accessible through the Employ Milwaukee office and OSY services are available through UNCOM locations.

**B. Oversight and Training of Service Providers**

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

Employ Milwaukee conducts an annual and monthly program monitoring of all WIOA service providers. Employ Milwaukee uses a monitoring evaluation tool to report on operational elements found during interviews and file reviews. Additionally, contractors are expected to provide monthly financial and program reports and adhere to requests of information or oversight on day-to-day operations.

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

Employ Milwaukee takes great steps to guarantee that there is systemic, continuous improvement among service providers. All State and Federal monitoring findings are reviewed with the group and specific training provided aimed at addressing the findings. In addition, all subcontractors and Employ Milwaukee staff are encouraged to attend State roundtables, webinars and other events for professional development purposes.

**WDA 2 WIOA Local Plan: July 1, 2016 – June 30, 2020  
PY18 Modification**

ASSET desk reviews are conducted on a monthly basis along with participant file reviews to determine the need for training, compliance with WIOA federal, state, and local policy. The Contract Compliance Specialist conducts annual comprehensive monitoring and reviews of each contract to determine program performance. **Noted findings and areas of concern to the Program Specialist for targeted technical assistance.**

Contract performance reports are generated utilizing Efforts to Outcomes (ETO) and ASSET. Employ Milwaukee's Business Intelligence Team provides ongoing training to all WIOA case managers to ensure continuous improvement. In addition, WIOA/TRADE coordination meetings are conducted to discuss overall WIOA performance and opportunities for greater collaboration to enhance program effectiveness.

Employ Milwaukee provides comprehensive ASSET training for new users. As part of new user and ongoing Career Planner training, performance measures and outcomes are discussed and suggestions are provided for improving performance goals. In addition, the importance of data entry to ASSET on the performance measures is discussed and emphasized.

Employ Milwaukee's **Program Specialists and** Contract Compliance Specialists are continually evaluating training needs to assure ASSET data entry is timely and accurate and that performance measures are understood and goals are met.

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

Employ Milwaukee provides comprehensive ASSET training for new users. As part of new user and ongoing case management training, performance measures and outcomes are discussed and suggestions are provided for improving performance goals. Employ Milwaukee's program managers are continually monitoring and evaluating training needs to assure ASSET data entry is timely and accurate and that performance measures are understood and goals are met.

WDB staff inform appropriate team members and service providers of federal and state guidance, policies and training opportunities as they are provided through federal and state subscription lists. Summative updates are provided to the WDB, often through the Program Committee. Employ Milwaukee staff work with service providers when a local policy is being developed, prior to presenting the policy to the WDB for review, discussion and consideration.

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

Employ Milwaukee is committed to continuous quality and process improvement, addressed in part through monthly WDA 2 WIOA Career Planner meetings. At these meetings, WDB staff meet with service providers to address policy and program-related topics, and to provide guidance on new guidelines received from DOL, DWD, other state



**WDA 2 WIOA Local Plan: July 1, 2016 – June 30, 2020  
PY18 Modification**

level WIOA partners, or Employ Milwaukee. Correspondence is issued with instructions that pertain to their respective program changes. Staff receives ongoing ASSET training and technical support on system improvements, updates, or changes.

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

Employ Milwaukee also uses a system called Efforts to Outcomes (ETO) to track participant and employer services for all federal, state, and local programs.

**VIII. Performance and Accountability**

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

Employ Milwaukee has not determined any additional performance standards in addition to those required by WIOA, but closely reviews information that is received via monitoring for effective service provision. That information may be used in the future to establish additional criteria for sub-contracted providers. All sub-contracted entities are required to go through a corrective action process if performance is not being met.

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

Employ Milwaukee conducts, at minimum, annual formal and informal monitoring. Factors that are used for monitoring include, but not limited to: a review of performance for strong and weak areas, data validation results, and the previous year's annual monitoring, if applicable. The review includes participant file reviews, ASSET/ETO entries, and interviews with both staff and participants of the programs. A written report is developed for each provider which details of findings, areas for improvement, and best practices.

Performance data from Webl, is reviewed regularly in conjunction with data from ETO. Monthly meetings are conducted with service providers to review performance outcomes. Employ Milwaukee's Program Committee began a protocol in PY17 requiring providers to report on current program design and performance at quarterly Board subcommittee meetings. Continued analysis and corrective actions will continue to improve performance outcomes.

Employ Milwaukee staff serve as members on the ASSET User Group committees and share emails, drafts materials, and solicit opinions as changes, new mandates, and enhancements are brought before the committee. ASSET training is conducted within 30 days of new hires of Career Planners. State WIOA File Review forms provide the standards for case file and data review by which performance is measured.

**Form A**

**WIOA Local Plan  
Assurances and Signatures**

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

**Form A**

14. The WDB assures that it will comply with state program priorities and directives set out in the state plan and any subsequent modifications.

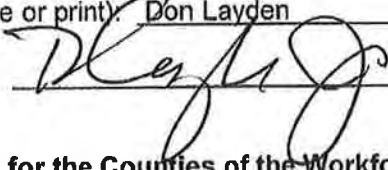
NOTE: Signatures are also required on the Certifications in the **Forms B and C**.

This plan has been developed for the Milwaukee WDA in accordance with the terms of the WIOA.

**Approved for the Workforce Development Board**

**Workforce Development Board Chair**

Name (type or print): Don Layden

Signature:  Date: \_\_\_\_\_

**Approved for the Counties of the Workforce Development Area**

**Chief Local Elected Official**

Name (type or print): Tom Barrett

Title: Mayor of the City of Milwaukee

Signature:  Date: 3/7/16

**Local Elected Officials (Optional):**

Name (type or print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (type or print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

etc., for the number of counties in the area.

## Form B

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

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

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

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

Earl Buford, President and CEO

Name and Title of Authorized Representative

  
Signature

1/15/16  
Date

## Instructions for Certification

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

## Form C

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**CERTIFICATION REGARDING LOBBYING**


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**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**


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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 200.450 of Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Employ Milwaukee

WIOA Title I-B

Grantee/Contractor Organization

Program/Title

Earl Buford

Name of Certifying Official

Signature

11/15/16

Date



## **Employ Milwaukee**

### **One-Stop Service Delivery System Locations**

#### **Comprehensive Job Center**

Job Center Name and Address	Job Center Central Phone Number	Job Center Contact Phone Number Email Address	Job Center's Website
Job Center Central (MAXIMUS) 4201 N. 27th St., Suite 400 Milwaukee, WI 53216	414.874.0318	Peter Coffaro, Employ Milwaukee Chief Program Officer 414.270.1715 <a href="mailto:Peter.Coffaro@EmployMilwaukee.org">Peter.Coffaro@EmployMilwaukee.org</a>	<a href="http://www.employmilwaukee.org">http://www.employmilwaukee.org</a>

#### **Affiliate Job Centers**

Job Center Name and Address	Job Center Central Phone Number	Job Center Contact Phone Number Email Address
Milwaukee Southeast Job Center (UMOS) 2701 S. Chase Avenue Milwaukee, WI 53207	414.389.6607	Peter Coffaro, Employ Milwaukee Chief Program Officer 414.270.1715 <a href="mailto:Peter.Coffaro@EmployMilwaukee.org">Peter.Coffaro@EmployMilwaukee.org</a>
Southeast Wisconsin Job Center (YWCA) 1915 N. Dr. Martin Luther King, Jr. Drive Milwaukee, WI 53212	414.374.1800	Peter Coffaro, Employ Milwaukee Chief Program Officer 414.270.1715 <a href="mailto:Peter.Coffaro@EmployMilwaukee.org">Peter.Coffaro@EmployMilwaukee.org</a>
Milwaukee Walker's Square Job Center (America Works) 816 W. National Avenue Milwaukee, WI 53204	414.302.2668	Peter Coffaro, Employ Milwaukee Chief Program Officer 414.270.1715 <a href="mailto:Peter.Coffaro@EmployMilwaukee.org">Peter.Coffaro@EmployMilwaukee.org</a>



**Employ Milwaukee WIOA Local Plan Publication Notice**  
**PY16-19 Local Plan**

The Workforce Innovation and Opportunity Act (WIOA) was signed into law by President Obama on July 22, 2014 and replaced the Workforce Investment Act of 1998. The Act officially took effect on July 1, 2015. As a requirement of the new law, all Workforce Development Boards (WDBs) must create a plan that outlines their strategy to target and help with the workforce needs of the areas they serve.

Starting March 9<sup>th</sup> – April 9<sup>th</sup>, 2016 Employ Milwaukee, as required by the new law, will be taking comments for the Local Plan from the public. The Local Plan is an outline of the tasks and strategies that we will use over the next five years to address the issues and services of the workforce system, and work towards strengthening them.

The Local Plan is available through paper format upon request and posted online on our website at [www.milwaukeeewib.org](http://www.milwaukeeewib.org).

The Public Comment period is an important part of developing the Local Plan, because it provides those in the community an opportunity to give us a better understanding of what we need to do to better serve your needs and those of the city.

Listed below is the process for submitting comments:

Comments may be submitted by email to Leslie Silletti, Vice President of Policy and Fund Development, [Leslie.Silletti@milwaukeeewib.org](mailto:Leslie.Silletti@milwaukeeewib.org), by phone (414) 270-1700, or by mail to Employ Milwaukee, located at 2342 N. 27<sup>th</sup> St, Milwaukee, WI 53210.

THANK YOU





**Public Comments Expressing Disagreement with**  
**WIOA Local Plan and WDB Response**

April 13, 2016

Secretary Ray Allen  
Department of Workforce Development  
Division of Employment and Training  
P.O. Box 7972, Room G100  
Madison, Wisconsin 53707

Dear Secretary Allen,

Consistent with the Wisconsin Department of Workforce Development (DWD) Local Plan guidelines, Employ Milwaukee made the WDA 2 Local Plan available for public comments in Milwaukee county. Copies of the Local Plan were made available to the public through local news media and local websites. Members of the public and the WDB, including business and labor organizations, had a thirty (30) day period to comment on the Plan. Employ Milwaukee also made information about the Plan available to the public on a regular basis through open meetings.

The attached public comments on Employ Milwaukee's Local Plan were received by the following organizations: Wisconsin Department of Vocational Rehabilitation, Wisconsin Regional Training Partnership/Building Industry Group Skilled Trades Employment Program, and the Community Work Partnership.

We feel Employ Milwaukee's Local Plan is comprehensive and addresses the public comments, as written. We have acknowledged receipt to the organizations that have commented and plan to incorporate their recommendations through implementation strategies, as appropriate.

Sincerely,

A handwritten signature in black ink that reads "Earl Buford". The signature is written in a cursive, flowing style.

Earl Buford  
President and CEO

April 8, 2016

Leslie Silletti, Vice President  
Employ Milwaukee  
2342 N 27<sup>th</sup> Street  
Milwaukee, WI 53210  
[Leslie.Silletti@milwaukeeewib.org](mailto:Leslie.Silletti@milwaukeeewib.org)

**RE: 2016-2020 WIOA Local Plan Comment**

On behalf of WRTP/BIG STEP, an industry driven workforce development intermediary, we appreciate the ability to review and provide feedback to Employ Milwaukee's Local Plan. As a nationally recognized workforce development intermediary and strong proponent of the Registered Apprenticeship system, we have a special capacity to view elements of the Plan which focus on career pathway development, sector needs and the interface and growth of apprenticeships as a way to develop middle skills careers. Our mission is to, "enhance the ability of private sector organizations to recruit and develop a more diverse, qualified workforce in construction, manufacturing and emerging sectors of the regional economy." In this role, we understand that an important function we play to help provide a bridge between industry and the formal, governmental workforce system.

- The WIOA Local Plan should define the role of Employ Milwaukee as critical to building and investing WIOA resources into the capacity of workforce development intermediary structures, including WRTP/BIG STEP, to provide industry driven and responsive workforce development strategy. The WIOA Local Plan currently defines Employ Milwaukee as a workforce development intermediary - we respectfully disagree and recommend a clear definition of the role of the workforce investment board and industry recognized intermediary organizations be more clearly defined.
- The WIOA Local Plan should adopt and make investment into the Regional Sector Center innovation model being piloted by WRTP/BIG STEP as well as several other similar efforts in major urban areas where scaled response to industry is critical to economic development.
- The new WIOA legislation specifically eliminates previous sequencing of services to better ensure responsiveness to industry as well as workers and job seekers. Increasingly, public policy articulates and mandates workforce program and investment that operates in alignment with business cycles and demands. To these ends we strongly recommend the WIOA Local Plan reflect the innovation within the One Stop Job Center system as well as streamline partnership and funding agreements for intermediaries, including Employer Services Agreements, to provide rapid WIOA enrollment, training/education services, and direct employment attachment for eligible individuals.

WRTP/BIG STEP is a key intermediary for the construction and manufacturing sectors in our region. We provide the outreach and recruitment focus for the building & construction trades. We are currently recognized as the primary source provider of quality candidates for apprentice candidates for the 18 trades covered by the Milwaukee Building and Construction Trades Council. In addition to the work we do in construction, we have strong industry links in the industrial and energy sectors. An example of our responsiveness to industry is our work in helping create and gain acceptance of the innovative Industrial Manufacturing Technician (IMT) Apprenticeship.

- Page 2-

Based on our experience, we hope you will consider adding the following elements in your Local Plan and policies and procedures:

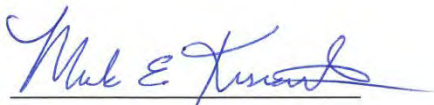
- Designate WIOA funding and procedures allow for the kind of time and investment needed to help individuals build an application, enter and succeed in Registered Apprenticeships.
- Provide recognition, ideally financial, to the significant investment the private sector makes when they sponsor a Registered Apprenticeship. These costs can include instructional costs, wages paid for on-the-job learning, wages paid to journeymen who provide the training and other investments. These expenses and obligations are often viewed as barriers for sponsorship and foster a belief that only “big employers” have the capacity to sponsor a Registered Apprenticeship program.
- Structure and encourage training of One-Stop staff on the advantages and requirements of Registered Apprenticeship. Our experience has shown that most Case Managers and Business Servicers know little about apprenticeships, their requirements, as well as the advantage to the apprentice. This kind of information needs to be generally shared and understood.

To assure our local area can provide the kind of innovative, career pathway focused approach that underlies the WIOA vision, we suggest the following changes to the Employ Milwaukee Local Plan:

- Assure that funding will be available for incumbent training services. If funds are limited to only unemployed, or underemployed with another employed, employers may have difficulty in sustaining training that is needed for ongoing development and support of career pathways.
- Provide further support to the Registered Apprenticeship system. Your currently plan focuses on marketing, but employers and sector partners will need to be provided technical assistance. Your WIOA funding stream should also provide for the ongoing funding of apprentices which may take several years to complete their apprenticeships.
- Recognize WRTTP/BIG STEP’S unique, nationally recognized, and important role is as an industry intermediary for the construction and manufacturing sectors. Outlining our role and capacity in the Plan can help readers understand how Milwaukee is prepared to meet many of the innovative challenges posed by WIOA such as development of career pathways, emphasis on industry leadership and utilization of Registered Apprenticeship as the best method to link individuals to middle skill careers.

Thank you for your consideration of this feedback. We look forward to continuing to work with you and help meet the workforce development needs of Milwaukee County.

Sincerely,



Mark Kessenich  
President & CEO

## COMMUNITY WORKFORCE PARTNERSHIP

April 9, 2016

Leslie Silletti  
Vice President  
Employ Milwaukee  
2342 N 27<sup>th</sup> Street  
Milwaukee, WI 53210  
[Leslie.Silletti@milwaukeeewib.org](mailto:Leslie.Silletti@milwaukeeewib.org)

### **RE: Community Workforce Partnership 2016-2020 WIOA Local Plan Comment**

We, the leadership of fourteen organizations serving thousands of City and County of Milwaukee residents, united under the Community Workforce Partnership (CWP) collaborative, have the following recommendations relating to *Employ Milwaukee's 2016-2020 WIOA Local Plan*. Based on our many years of experience in working with the broadest range of Milwaukeeans, we have identified the following areas we respectfully wish you to further address in the *Employ Milwaukee's Local Plan*:

#### ***1) Targeted response to African-American & Latino male unemployment***

Highlight the fact that African-American and Latino male unemployment and underemployment is an issue that requires a strategic approach by the major workforce funding organization in Milwaukee- Employ Milwaukee. We request that *Employ Milwaukee's Local Plan* describe and designate resources to help improve the current levels of unemployment and underemployment and a funding focus to help diminish the multiple barriers African-American and Latino males in our community confront in gaining family-sustaining jobs. We recommend that you provide a "plan" to address the need to help this important segment of our population better link to career pathways, skills, supportive services, jobs and family-sustaining careers. This plan should provide detailed explanation of how individuals will be assisted to succeed even if they are starting at a low skill level. The strategy should also focus on a broad range of needs and services to help individuals in this group succeed.

#### ***2) Increased emphasis on Transitional Jobs***

WIOA funding should be used to fund and secure Transitional Jobs (TJs) programs up to the maximum percentage allowed by WIOA. TJs have been demonstrated to be an effective and powerful tool to help link individuals to jobs, particularly those who deal with long-term unemployment. Employ Milwaukee can demonstrate through its WIOA Plan and implementation that TJs can be utilized to provide a transition to career pathways and connected to a specific industry sector.

#### ***3) Acknowledging the role the CWP***

Though less than two years old, the CWP has coalesced a wide range of community and service providing organizations which have a strong interests in linking their participants to family-sustaining careers. We request the *WIOA Local Plan* recognized the integral role of the CWP in planning and implementing programs to address the workforce development needs of the community. Our organizations represent a wide range of services in our community (a listing is

found in Attachment A). As the CWP, we have jointly agreed to collaborate and improve the workforce opportunities for those we serve. The leaders of our organizations agree that working collaboratively and increasing system efficiency are crucial in these days of lessened resources and growing community need. We are uniting as both leaders and with our staff to: further information and articulate community needs; provide effective and targeted responses; collaborate in more efficient provision of services; and, educate government and funding leaders on the capacity, needs and gaps necessary to meet community workforce needs. We request that you acknowledge our capacity and role.

**4) Designate WIOA Funding Priorities to meet our community's needs**

The proposed WIOA Plan should emphasize the importance you will be placing on training and education, particularly of individuals with low skills. Specifically, WIOA funds should be designated and aligned to address legal barriers to employment, specifically driver's license recovery. Investments in adult basic education and programs supporting the attainment of GED/HSED, enhanced employment readiness and apprenticeship readiness programs, financial literacy and supportive services are also essential to a functioning pipeline of workers for those WIOA is designed to serve. This Plan could also align how these education/ training strategies can dovetail with a robust Transitional Jobs program to provide access to employment to those who currently find themselves unable to enter the world of work. We also request that the plan and the funding decisions place an emphasis on Supportive Services. WIOA funding can play an essential role in filling service gaps and help an individual succeeding in their WIOA placement.

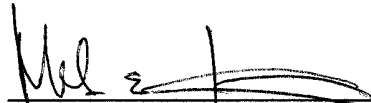
Thank you for this opportunity to provide feedback to this very important document, the WIOA Local Plan. We know this Plan will guide policy and decision-making in our community for the next four years. We look forward to collaborating with you and providing you any needed information to assist you as we move our community forward,

On behalf of all the members of the Community Workforce Partnership,



Mac Weddle, Executive  
CWP Co-Chair

Date: 4-8-16



Mark Kessenich, CWP,  
CWP Co-Chair

Date: 4-8-16

## **ATTACHMENT A**

### **Community Workforce Partnership Member Organizations and Leadership**

**Milwaukee Community Service Corps**

George Leutermann, Executive Director

**Northcott Neighborhood House**

Mac Weddle, Executive Director

**Riverworks Center**

Darryl Johnson, Executive Director

**Urban League**

Ralph Hollmon, President & CEO

**Milwaukee Christian Center**

Karen Higgins, Executive Director

**Journey House**

Dr. Michele Bria, CEO

**Wisconsin Community Services**

Clarence Johnson, Associate Director

**Literacy Services of Wisconsin**

Ginger Duiven, Executive Director

**Milwaukee JobsWork**

Michael Adams, Director of Employee Development

**Central City Churches**

Teresa Thomas-Boyd, Executive Director

**United Migrant Opportunities Services – UMOS**

Lupe Martinez, President & CEO

**WRTP/BIG STEP**

Mark Kessenich, President & CEO

**YWCA of Southeast Wisconsin**

Paula Pennebaker, President & CEO

**The Social Development Commission – SDC**

George Hinton, CEO

**From:** "Collins-Worachek, Lea - DWD" <[Lea.CollinsWorachek@dwd.wisconsin.gov](mailto:Lea.CollinsWorachek@dwd.wisconsin.gov)>

**Date:** April 6, 2016 at 3:29:32 PM CDT

**To:** "'[leslie.silletti@milwaukeeewib.org](mailto:leslie.silletti@milwaukeeewib.org)'" <[leslie.silletti@milwaukeeewib.org](mailto:leslie.silletti@milwaukeeewib.org)>

**Subject:** FW: WIOA Local Plan

Hello Leslie,

I would like to submit the following comments for consideration related to the draft WIOA Local Plan for Employ Milwaukee, Wisconsin Workforce Development Area 2. Thank you.

#1: I. Workforce Needs, Labor Market Analysis, and Assessment of Workforce Investment Activities and Assets (b. Job Seekers, page 2)

Comment: Add more language on people with disabilities such as labor participation pool –"the unemployment rate among workers with disabilities is double the average population, according to the U.S. Labor Department's Office of Disability Employment Policy, or ODEP. Workers with disabilities offer a great value proposition."

#2: I. Workforce Needs, Labor Market Analysis, and Assessment of Workforce Investment Activities and Assets (d. Youth, page 4)

Comment: Mention how people with disabilities as a subgroup of youth are in need of services.

3: IV. One-Stop System and Service Delivery – Section #13 - Describe the connection between the local board WIOA Youth Program and the Job Center service delivery system, page 36

Comment: There is no reference to Vocational Rehabilitation. The Division of Vocational Rehabilitation (DVR) has a tri-agency Interagency Agreement the Departments of Public Instruction (DPI) and Health Services (DHS). The agreement is designed to create a common understanding, and establish collaborative efforts regarding services that will ultimately improve employment outcomes for students with disabilities who may be eligible for DVR services. New federal mandates require that DVR, in collaboration with local educational agencies offer to transition age high school students with disabilities (ages 14-21) Pre-Employment Transition Services (PETS) using 15% of VR federal allocation on an annual basis. PETS services include: job exploration counseling, work-based learning experiences, counseling on opportunities in comprehensive transition or enrollment in postsecondary educational programs, and workplace readiness training to develop social skills and independent living instruction in self-advocacy/peer mentoring.

#4: Individuals with Disabilities, page 14

Comment: Include that people with disabilities are subgroups of the categories indicated in Section 3 beginning on page 13. Possible collaboration with DVR may include employment planning consultation or coordination of services of individuals co-enrolled in other programs such as TANF, veterans programs, local schools, Department of Corrections, etc.

#5: Assessment of Current Workforce Investment Activities in the Local Area (C1. page 16)

Comment: Common application process is described with no details. It would be helpful to provide this detail in local plan.

#6: Strategies to identify business requirements within the local area; assessment of services to employers (C3, C4, pages 17-18)

Comment: Include that DVR Business Services Consultants develop relationships with Wisconsin businesses and help employers recruit, hire and retain people with disabilities. DVR business innovations

include place to train models such as a partnership with Walgreens Retail Employees with Disabilities (REDI) which provides training for individuals with disabilities in a retail setting.

#7: Vision and Workforce Development Area Goals (pages 18-19)

Comment: There is a description of system-wide technology; however, it is unclear how the core partners will participate. Does indicate management tools that track job seekers and business customers; however, it is a separate system from the Job Center of Wisconsin, ASSET and Salesforce?

#8: Section VI. #4 – Compliance with ADA (page 31)

Comment: Add language on physical accommodations for services. The plan only addresses the EEOC and Civil Rights Compliance, not the ADA.

#9: Identifying business requirements (#8, page 34)

Comment: Add DVR's participation through business services consultants.

#10: Table 10 Menu of Services (page 33)

Comment: DVR should be added for provision of referrals to and coordination of activities...within the one-stop delivery system.

#11: Information Technology (IT) systems in the local area (#18, page 37)

Comment: Add "The Talent Acquisition Portal (TAP) is an online system which includes both a national talent pool of Vocational Rehabilitation (VR) candidates seeking employment and a job posting system for businesses looking to hire individuals with disabilities."

#12: System used to track participant services (c. page 38)

Comment: Should include Integrated Rehabilitation Information System (IRIS) which is DVR's participant computer record tracking system.

#13: Mechanisms for microenterprise and entrepreneurial training (#5, page 44)

Comment: Add that DVR can provide these services to eligible VR participants.

#14: Form D: One Stop Service Delivery System: Locations (page 85)

Comment: No mention of DVR's locations at 7900 W. Burleigh St., Milwaukee 53222 and 1205 S. 70<sup>th</sup> Street, Suite 201, West Allis 53214

Thank you,

Lea Collins-Worachek, MS, CRC  
Director, Workforce Development Area #2  
Division of Vocational Rehabilitation  
2701 S. Chase Avenue, Suite D  
Milwaukee, Wisconsin 53207  
Direct: (414) 389-6452  
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# WIOA LOCAL PLAN | 2018

## Attachment B

### Employ Milwaukee WIOA Local Plan PY18 Modification Public Review and Comment

The PY18 Local Plan modification was available for comment from all persons and organizations during the 30-day public review and comment period, from April 20, 2018 to May 20, 2018. A public notice for Employ Milwaukee's PY18 Local Plan modification was placed in the Milwaukee Journal Sentinel and the Daily Reporter, in addition to an electronic version of the plan placed on the Employ Milwaukee website. Employ Milwaukee did not receive any comments during the PY18 Local Plan modification public review and comment period.

#### Notice from The Daily Reporter

Employ Milwaukee has published Modification #1 to the 2016-2020 Workforce Innovation and Opportunity Act (WIOA) Local Plan for public review and comment. The modification is available online at <https://www.employmilwaukee.org/Employ-Milwaukee/About/WIOA-Local-Plan.htm>. Comments should be addressed to: Mary Foy, Policy Liaison, Employ Milwaukee, 2342 N. 27th Street, Milwaukee, WI 53210 or [Mary.Foy@EmployMilwaukee.org](mailto:Mary.Foy@EmployMilwaukee.org). If you need this information interpreted to a language you understand or in a different format, please contact Mary Foy at [Mary.Foy@EmployMilwaukee.org](mailto:Mary.Foy@EmployMilwaukee.org) or 414.270.1742. Auxiliary Aids and services are available to individuals with disabilities upon request. Deaf or hearing or speech-impaired callers may reach us through Wisconsin Relay at 711.

#### Notice from The Milwaukee Journal Sentinel

##### NOTICE

Employ Milwaukee has published Modification #1 to the 2016-2020 Workforce Innovation and Opportunity Act (WIOA) Local Plan for public review and comment. The modification is available online at <https://www.employmilwaukee.org/Employ-Milwaukee/About/WIOA-Local-Plan.htm>. Comments should be addressed to: Mary Foy, Policy Liaison, Employ Milwaukee, 2342 N. 27th Street, Milwaukee, WI 53210 or [Mary.Foy@EmployMilwaukee.org](mailto:Mary.Foy@EmployMilwaukee.org). If you need this information interpreted to a language you understand or in a different format, please contact Mary Foy at [Mary.Foy@EmployMilwaukee.org](mailto:Mary.Foy@EmployMilwaukee.org) or 414.270.1742. Auxiliary Aids and services are available to individuals with disabilities upon request. Deaf or hearing or speech-impaired callers may reach us through Wisconsin Relay at 711.



## About

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### WIOA Local Plan

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### Leadership Team

### Employment Opportunities

### Intentional Collisions

### Funding

## WIOA Local Plan

Employ Milwaukee develops and executes a comprehensive 4-year [WIOA Local Plan](#) as required by US DOL. The [WIOA Local Plan](#) outlines regional workforce development needs, provides labor market analysis and projections, establishes workforce program goals, defines governance structures and local policies, identifies service providers and locations, and conveys the performance and accountability measures for WDA 2. The [WIOA Local Plan](#) further defines the strategies and initiatives to increase workforce system efficiencies that ensure the continuing modernization of the workforce system and the creation of a customer-centered system in which:

- The needs of business and workers drive workforce solutions;
- Job Centers provide excellent customer service to all jobseekers and businesses;
- Strong regional economies are supported; and
- The local board's vision and goals reinforce the priorities of the state workforce system.

## Workforce Innovation and Opportunity Act - 2016-2020

### PY18 Modification

Employ Milwaukee, the workforce development board serving Milwaukee County, Wisconsin, has published Modification #1 to the 2016-2020 Local Workforce Development Plan as required by the Workforce Innovation and Opportunity Act (WIOA). Employ Milwaukee receives Federal and State funding to coordinate the delivery of employment and training activities in Milwaukee County, Wisconsin. The 2016-2020 Local Plan outlines the programs and services to be provided during this period for adults, dislocated workers and youth through the Milwaukee County American Job Centers in Wisconsin Workforce Development Area 2.

Portions of the plan that have been modified are in red font, per the direction of the Wisconsin Department of Workforce Development.

## Review and Comment Period

Interested parties may review and comment on the plan. The public comment period will be open for thirty (30) days starting April 20, 2018 and will conclude May 20, 2018.

**Formal comments must be submitted in writing and received no later than 5:00 p.m. on Sunday, May 20, 2018.** All comments should be addressed to:

Mary Foy  
Policy Liaison  
Employ Milwaukee  
2342 N. 27<sup>th</sup> Street  
Milwaukee, WI 53210

Emails can also be sent to [Mary.Foy@EmployMilwaukee.org](mailto:Mary.Foy@EmployMilwaukee.org). All comments received will be submitted to the Wisconsin Department of Workforce Development as part of the planning process.

Deaf, hearing or speech impaired callers may reach us by the Wisconsin Relay number 711. Auxiliary Aids and services are available to individuals with disabilities upon request. If you need this material interpreted to a language you understand or in a different format, please Mary Foy at 414.270.1742 or [Mary.Foy@EmployMilwaukee.org](mailto:Mary.Foy@EmployMilwaukee.org).

## PY18 Modification

[PY18 Local Plan Modification PDF](#)

### Employ Milwaukee

2342 North 27th Street, Milwaukee, WI 53210

Phone: (414) 270-1700 Fax: (414) 225-2375

Deaf, hearing or speech impaired callers may reach us by the Wisconsin Relay number 711.

Employ Milwaukee is an Equal Opportunity Employer & Service Provider.

Auxiliary Aids and services are available to individuals with disabilities upon request. If you need this material interpreted to a language you understand or in a different format, or need assistance in accessing services, [please contact us.](#)

### Connect With Us





**WORKFORCE DEVELOPMENT MEMORANDUM OF AGREEMENT BETWEEN THE  
CONSORTIUM  
AND EMPLOY MILWAUKEE, INC.**

This is an agreement ("Agreement") dated as of December 11, 2017 between that certain Consortium created pursuant to Article I of the Workforce Development Consortium Agreement (Workforce Development Area #2) between the City of Milwaukee and the Intergovernmental Cooperation Council, a council organized pursuant to Wis Stat. §66.0301, which consists of the individual elected executive officer of the units of general local government located within Milwaukee County, dated as of the 11th day of Dec., 2017 (the "Consortium"), Employ Milwaukee, Inc. ("Employ Milwaukee"), and the City of Milwaukee, acting through its Mayor, to effect job training and employment programs, including those programs operated under the Workforce Innovation Opportunity Act ("WIOA").

**RECITALS**

Mayor Tom Barrett is the Chief Elected Official of the City of Milwaukee (the "Mayor") and on July 20, 2017 was selected by the Intergovernmental Cooperation Council as the designated Chief Elected Official ("Designated CEO") for WDA #2. In addition to serving as Designated CEO the Mayor is the Chair of the Consortium. The Consortium is the appointing authority for the Employ Milwaukee Board under §107(c) of the WIOA, 29 U.S.C. §3122, and has delegated a portion of that authority to its Designated CEO pursuant to the Consortium Agreement; and

Whereas, the Consortium, Employ Milwaukee, and the City of Milwaukee are desirous of entering into this Agreement to effectuate the WIOA;

NOW, THEREFORE, in consideration of the mutual covenants set for the herein, the Consortium, Employ Milwaukee, and the City of Milwaukee agree as follows:

**I. TERM**

The term of this Agreement shall commence as of the date of execution and shall continue in force until , January 1, 2019. This Agreement shall act to repeal and supersede any and all prior agreements, and shall be automatically renewed for two-year periods unless either party gives written notice of its intention not to renew at least 60 days prior to the date of expiration. Notwithstanding the foregoing, this Agreement shall also terminate upon the earlier of:

- A. Changes in federal law prohibiting or rendering such agreements ineffectual;

- B. Repeal of WIOA or loss of federal funding for WIOA projects.

## **II. SCOPE**

This Agreement shall govern and apply to job training and employment programs under WIOA and such other programs as may be mutually agreed upon.

## **III. DUTIES**

- A. The Consortium designates Employ Milwaukee to serve as local grant subrecipient under 29 U.S.C. §3122(d)(12)(B)(i)(II) and for such other programs as may be mutually agreed upon.
- B. Designation and Membership of the Local Board.
  - 1. A request was submitted for initial designation of the Workforce Development Area pursuant to WIOA.
  - 2. In accordance with the requirements established by the Governor and the criteria established under 29 U.S.C. §3122(b), the Consortium and its Designated CEO appoint the members of the local board ("Local Board") from the individuals nominated or recommended to be such members. 29 U.S.C. §3122(c)(1)(A).
  - 3. The Local Board, in consultation with the Designated CEO, shall request subsequent designations as they become necessary. 29 U.S.C. §3121(b)(3).
- C. Local and Regional Planning.
  - 1. The Designated CEO shall work with the Local Board to develop and submit to the Governor a comprehensive 4-year local plan that is consistent with the State plan and in conformance with 29 U.S.C. §3123. 29 U.S.C. §3122(d)(1).
  - 2. If required in the future, the Designated CEO and the Local Board shall consult with the State to identify regions, consistent with the considerations described in 29 U.S.C. §3121(b)(1)(B). 29 U.S.C. §3121(a)(1).
  - 3. The Designated CEO and the Local Board shall engage in a regional planning process and prepare, submit, and obtain approval of a single regional plan consistent with the requirements in 29 U.S.C. §3121(c).
- D. Budget and Grant Administration Responsibilities.
  - 1. The Designated CEO and the Local Board shall use funds allocated to the local area by the state and use nonfederal funds available to the local area that the Designated CEO and Local

Board determine are appropriate and available for that use, in fulfillment of its responsibilities under WIOA. 29 U.S.C. §3131.

2. The Designated CEO shall review and approve the Local Board's budget for the activities of the Local Board. 29 U.S.C. §3122(d)(12)(A).

3. At the direction of the Local Board, Employ Milwaukee shall disburse those funds allocated to the local area by the state and such nonfederal funds available to the local area pursuant to 29 U.S.C. §3122(d)(12)(B)(ii) that the Designated CEO and the Local Board determine area appropriate and available for Workforce Innovation and Opportunity Activities, pursuant to the requirements of 29 U.S.C. §3122(d)(12)(B)(i)(III).

E. Program Oversight.

1. The Designated CEO will work with the Local Board to conduct oversight of youth activities programming authorized under 29 U.S.C. §3164(c), local employment and training activities authorized under 29 U.S.C. § 3174(b),(c) and (d), and the one-stop delivery system in the local area; and together the Designated CEO and the Local Board will ensure the appropriate use and management of the WIOA funds provided for these activities and one-stop delivery system(s); and for workforce development activities, the Designated CEO and the Board will work together to ensure the appropriate use, management and investment of funds to maximize performance outcomes for local areas under section 29 U.S.C. §3141. 20 U.S.C. § 3122(d)(8).

2. With the agreement of the Designated CEO, and consistent with 29 U.S.C. §3151(d), the Local Board shall competitively designate or certify One Stop Operators, as described in 29 U.S.C. §3151(d)(2)(A) or terminate for cause the eligibility of such operators. 29 U.S.C. §3122(d)(10)(A).

3. The Designated CEO shall review and approve a Memorandum of Understanding between the Local Board and the One Stop Partners, relating to the operation of the One Stop delivery system in the local area, consistent with the requirements in 29 U.S.C. §3151(c)(2). 29 U.S.C. §3151 (c)(1).

4. With the agreement of the Designated CEO, the Local Board will conduct oversight of the one-stop delivery system pursuant to 29 U.S.C. §3151(a)(3) and consult with the State as it establishes objective criteria and procedures used to evaluate the operation of the one-stop center as described in 29 U.S.C. §3151(g).

5. The Designated CEO shall consult with the Local Board, the One Stop Operator, and the One-Stop Partners regarding funding of the One-Stop infrastructure as described in 29 U.S.C. §3151(h).

6. The Designated CEO and the Local Board shall consult with the Governor as the Governor establishes guidance for infrastructure one-stop funding pursuant to 29 U.S.C. §3151(h)(1)(B) and determines funding as described in 29 U.S.C. §3151(h)(2)(C).

7. The Designated CEO and the Local Board shall consult with the Governor as the Governor determines funding allocation for youth activities and statewide workforce investment activities under 29 U.S.C. 3162(b)(1)(C). 29 U.S.C. §3163(b).

8. The Designated CEO and the Local Board shall consult with the Governor as the Governor determines funding allocation for adult employment and training activities and statewide workforce investment activities under 29 U.S.C. 3172(b)(1)(B). 29 U.S.C. §3173(b)(1).

F. Performance Measurements.

1. The Designated CEO shall work with the Local Board and the Governor to negotiate and reach agreement on local performance measures. 29 U.S.C. §3122(d)(9).

2. The Consortium, its Designated CEO, and the Local Board shall determine whether to appeal a gubernatorial reorganization determination made under 29 U.S.C. §3141(g)(2)(A) to the Governor under 29 U.S.C. §3141(g)(2)(B)(i) and to the Secretary of the U.S. Department of Labor under 29 U.S.C. §3141(g)(2)(B)(ii).

#### IV. OPEN MEETINGS AND PUBLIC RECORDS

A. The provisions of Subchapter V, Chapter 19 of the *Wisconsin Statutes* regarding open meetings of governmental bodies shall apply to all meetings and proceedings of Employ Milwaukee. 29 U.S.C. 3122(e) and 20 CFR §679.390.

B. The Designated CEO and Employ Milwaukee, including but not limited to the Local Board, understand that the City of Milwaukee is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. §19.21 et. seq. The Local Board acknowledges that it is obligated to assist the City of Milwaukee in retaining and producing records that are subject to the Wisconsin Public Records Law, including such records that are generated by the Local Board and Employ Milwaukee as a consequence of this Agreement, and that the failure to do so shall constitute a material breach of this Agreement, and that the Local Board and Employ Milwaukee must defend and hold the City harmless from liability due to either the Local Board or Employ Milwaukee's fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years.

#### V. LIABILITY

- A. The Mayor of the City of Milwaukee in his official capacity, acting as Designated CEO and as Chair of the Consortium, serves as the local grant recipient, and is liable for the misuse of the grant funds allocated to the local area under 29 U.S.C. 3122 (d)(12)(B)(i)(I) & (II).
- B. Employ Milwaukee agrees to indemnify, defend and hold harmless the Consortium, the Designated CEO, and the City of Milwaukee, as well as their agents, officers, elected officials, representatives, employees, successors and assigns from and against any claim, demand, suit, payment, damages, loss, cost and expense, including actual attorney's fees, by reason of any alleged or actual liability for injury or damages caused by, relating to or arising in any way, in whole or in part, from (a) the wrongful, intentional, or negligent acts or omissions of the Local Board and Employ Milwaukee, and/or their employees, agents, representatives and subcontractors; and (b) the breach by the Local Board or Employ Milwaukee and/or their agents, officers, elected officials, representatives, employees, successors and assigns, of this Agreement, as well as any other related agreements.
- C. Employ Milwaukee agrees that it will at all times during the term of this Agreement keep in full force and effect both Comprehensive General Liability and Directors & Officers Liability policies, to the maximum extent permissible as allowable costs, issued by a company or companies authorized to do business in the state of Wisconsin, and licensed by the Wisconsin Commissioner of Insurance, with General Liability coverage provided for therein in the amount of \$2,000,000 and Directors & Officers Liability in the amount of \$4,000,000. The City of Milwaukee, the Designated CEO and the Consortium shall be named as additional insureds. Additionally, Employ Milwaukee shall maintain Employee Theft/Employee Dishonesty coverage in the amount of \$1,000,000, which includes third party coverage. Coverage must remain in effect for a period of not less than two years beyond the termination date of the contract. If a claims-made form is used and a change of insurer occurs during the contract period, continuity of coverage must be maintained by either retaining the original retroactive date or exercising the extended reporting period endorsement option from the expired policy for a period of not less than two years, if the replacement insurer will not preserve the original retroactive date. The Mayor shall be given at least ten (30) days written notice of cancellation or nonrenewal during the term of this Agreement. In the case of cancellation or nonrenewal, Employ Milwaukee will immediately obtain new coverage so that no lapse in coverage occurs for any length of time. Upon execution of this Agreement, Employ Milwaukee shall furnish the Designated CEO with certification of insurance and, upon request, certified copies of the required insurance policies. In the event that any action, suit or other proceeding is brought against the Designated CEO upon any matter covered in said policies the Mayor shall, within ten (10) working days, give notice thereof to Employ Milwaukee and Employ Milwaukee shall cooperate with the Mayor in the defense of the action, suit or other proceeding. Irrespective of any other term of this Agreement, this provision shall survive termination of this Agreement.

## **VI. DISAGREEMENTS**

It is expressly understood and agreed to by the parties that any disagreement or controversy as to the interpretation of the requirements and activities described, exempting Section V Liability, herein shall



be submitted to the Wisconsin Department of Workforce Development (DWD) for resolution. The decision by DWD shall be controlling.

## **VII. NOT A LIMITATION ON LOCAL BOARD'S DUTIES UNDER WIOA**

This Agreement shall not be construed to limit or expand Employ Milwaukee or the Local Board's duties and obligations under WIOA, nor shall it be construed to shift any statutory liability of Employ Milwaukee or the Local Board onto the Consortium or the Designated CEO. This Agreement shall not be construed to represent an exhaustive list of all duties and obligations placed on the Consortium, Employ Milwaukee and the Local Board, respectively, by WIOA.

## **VIII. CONFLICT OF INTEREST.**

- A. No officer, employee, or agent of the City of Milwaukee who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of the governing body of the City of Milwaukee and no other public official of the City of Milwaukee who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement shall have any personal interest, direct or indirect, in this Agreement.
- B. Employ Milwaukee covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Employ Milwaukee further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of the Local Board or Employ Milwaukee's employees must be disclosed to the City of Milwaukee.

## **IX. NONDISCRIMINATION.**

- A. Employ Milwaukee agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based on affiliation with or perceived affiliation with any of these protected categories.
- B. This requirement shall apply, but not be limited to, the following: tenure, terms or conditions of employment, promotion, demotion or transfer, recruitment or recruitment advertising, employment rules and policies, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- C. No person in the United States shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The parties will comply with all requirements imposed by or pursuant to the

regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

- D. Employ Milwaukee agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.
- E. Employ Milwaukee will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## X. AMENDMENTS

This Agreement may be amended or restated as necessitated by any changes in the Workforce Innovation and Opportunity Act. Additionally, amendments may be made at any time with the consent of both parties and such amendments shall be consistent with the requirements of the Workforce Innovation and Opportunity Act.

In witness whereof, the duly authorized representatives of the parties execute this Agreement as of the day and date first above written:

Tom Barrett      1/16/18  
 Tom Barrett, Mayor      Date  
 Chair of the Consortium  
 Designated CEO for WDA #2

DANIEL WLAZINSKI  
 Name: DANIEL WLAZINSKI  
 Employ Milwaukee, Inc.  
 CHAIRMAN

Tom Barrett      1/16/18

City of Milwaukee      Date

Tom Barrett, Mayor of the City of Milwaukee

Approved as to form and execution:

[Signature]      1/22/18  
 Assistant City Attorney      Date



# *Employee* **HANDBOOK**

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## 1. INTRODUCTION

### *Letter to Our Employees from the Board of Directors*

Dear Employee:

Welcome to Employ Milwaukee, Inc., hereinafter referred to as “Employ Milwaukee” or the “Agency.” We are glad you have joined our team. Because of your experience and training, we believe you will make a contribution to the overall mission of Employ Milwaukee.

The value of employees who make up the organization is an important part in the continued success of the Agency. Every effort is made to recognize the importance of each position and the value of each employee. Our policy is one of equal opportunity for every person.

This Employee Handbook has been prepared to be an informative guide to the general policies, practices, procedures, benefits, rules and regulations of Employ Milwaukee. It has been prepared to acquaint all employees with these areas and to provide for the orderly, efficient and smooth operation of our Agency. None of the statements, policies, procedures, rules or regulations contained here constitute a guarantee of employment, nor should you, the employee, construe it as a guarantee of any rights or benefits, or a contract of employment, expressed or implied. All employees are employed ‘AT-WILL’ and employment is not for any definite period. This means your employment with Employ Milwaukee is voluntarily entered into and you are free to resign at any time. Similarly, Employ Milwaukee is free to terminate the employment relationship with or without reason at any time so long as there is no violation of applicable federal or state law.

It is your responsibility to read and become familiar with this information and to follow the policies, procedures, rules and regulations contained herein. Employ Milwaukee reserves the right to eliminate, change or deviate from any of the policies, practices, procedures, rules and employee benefits, in whole or in part, at any time with or without notice.

If you have questions regarding employee benefits information, please refer to the Benefits Plan provided to you, and located in the Human Resources Office. The Benefits Plan will always prevail in instances where the policy or policies may disagree.

This Employee Handbook overrides, supersedes and replaces any former or existing Agency policies, manuals and policy statements.

Each staff member contributes something distinctive to our combined efforts in carrying out programs that fulfill our mission. We hope you will find challenging and rewarding ways to contribute to the success of Employ Milwaukee.

Sincerely,

Board of Directors

## MISSION STATEMENT

Employ Milwaukee will build a strong workforce development system by planning, coordinating, collaborating and monitoring workforce initiatives with businesses, partners and community stakeholders at the local, regional, and state level to ensure a skilled and productive workforce for the 21<sup>st</sup> century.

## AGENCY PHILOSOPHY AND GOALS

The overall philosophy inherent within our programs is based upon the following concepts: quality services shall be provided within a human service atmosphere that stresses safety, human dignity, unconditional positive regard and a right to fair, consistent and appropriate services.

Our services are predicated upon the belief that a continuum of services can be provided within the community. This emphasizes providing opportunities for learning along with services that focus upon the personal growth of our participants in their becoming self-sufficient.

The ultimate goal is to prepare and provide participants of our services with the necessary skills to function at their maximum level of independence.

## 2. EQUAL EMPLOYMENT / DISCRIMINATION-FREE WORKPLACE

### EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Employ Milwaukee is an equal opportunity employer. In accordance with anti-discrimination law, it is the purpose of this policy to effectuate these principles and mandates. Employ Milwaukee prohibits discrimination and harassment of any type and affords equal employment opportunities to employees and applicants without regard to age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, gender identity, national origin or ancestry, arrest or conviction record, marital status, pregnancy or childbirth, military participation, genetic testing, submitting to honesty testing, or use or non-use of lawful products off the employer's premises during non-working hours. Employ Milwaukee conforms to the spirit as well as the letter of all applicable laws and regulations. Additionally, Employ Milwaukee will take action to employ, advance in employment and treat qualified veterans and disabled veterans without discrimination in all employment practices.



The policy of equal employment opportunity (EEO) and anti-discrimination applies to all aspects of the relationship between Employ Milwaukee and its employees, including:

- Recruitment
- Employment
- Promotion
- Transfer
- Training
- Working conditions
- Wages and salary administration
- Employee benefits and application of policies

The policies and principles of EEO also apply to the selection and treatment of independent contractors, personnel working on our premises who are employed by temporary agencies and any other persons or firms doing business for or with Employ Milwaukee.

The EO Officer of Employ Milwaukee will be responsible for the dissemination of this Policy. Employ Milwaukee's EO Officer is Elizabeth Tyson-Jankowski. Executives, directors, managers and supervisors are responsible for implementing equal employment practices within each department. The HR Department is responsible for overall compliance and will maintain personnel records in compliance with applicable laws and regulations. At the beginning of each fiscal year, an EEO Policy Statement will be signed by the CEO. This statement will be distributed to all staff, posted to the intranet and physically posted at all corporate locations, in the HR office, and the EO Officer's office.

Any questions or concerns should be referred to your Manager/Supervisor or Human Resources. If you have a problem or concern regarding any matter relating to equal employment opportunity, you should discuss it with your Manager/Supervisor, the EO Officer or the Human Resources Department.

## AFFIRMATIVE ACTION POLICY

Employ Milwaukee believes in and practices equal employment opportunity and affirmative action. It is the policy of Employ Milwaukee to employ and advance in employment for qualified individuals without discrimination against any employee or applicant for employment because of race, color, religion, sex, physical or mental disability, national origin, age or status as a special disabled veteran, veteran of

Vietnam era, or other protected veteran. To effectuate the commitment to this policy, Employ Milwaukee has an established Affirmative Action Plan whereby it undertakes that:

1. Employ Milwaukee will recruit, hire, train and promote qualified persons and ensure that all other personnel actions are administered without regard to race, color, religion, sex, national origin, disability, or status as a special disabled veteran, Vietnam era veteran, or other protected veteran.
2. Employ Milwaukee will ensure that all employment decisions are based on valid job requirements.
3. Employ Milwaukee will ensure that promotion decisions are in accordance with principles of equal employment opportunity.
4. Employ Milwaukee will ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, Employ Milwaukee-sponsored training, education, tuition assistance, social and recreational programs, will be administered without regard to race, color, religion, sex, physical or mental disability, national original, age, sexual orientation or status as a special disabled veteran, veteran of Vietnam era, or other protected veteran.

The Manager of Contracts and Fiscal serves as the Agency's Affirmative Action Officer and has overall responsibility for assuring compliance with this policy. All employees are responsible for supporting the concept of equal opportunity and affirmative action and assisting in meeting its goal.

Employ Milwaukee maintains affirmative action plans for minorities, women, disabled persons and veterans. Any questions regarding these plans or the Agency's equal employment opportunity policy should be directed to the Affirmative Action Officer. If you wish to view these plans, contact the Affirmative Action Officer during normal working hours.

## WORKPLACE HARASSMENT

In keeping with this commitment of equal employment opportunity policy and affirmative action plans, Employ Milwaukee will not tolerate harassment of employees by anyone including any Manager/Supervisor, co-worker, participant, vendor and/or guest.

It is the policy of Employ Milwaukee that it will not discriminate against any employee, applicant for employment, student, participant, or membership on Employ Milwaukee committees or the Board on the basis of race, disability, sex, sexual

orientation, creed, religion, national origin, ancestry, marital status, arrest or conviction record, membership in any type of military force of the United States or Wisconsin, or other legally protected status, as required by federal, state and local legislation, as well as other applicable government regulations and executive orders.

All officials and employees of Employ Milwaukee will be informed at the time of hire and on an annual basis of this policy. This policy will affect all employment and delivery of services that will be made to further the principle of equal opportunity.

Employ Milwaukee is committed to providing services and a work environment by which employees, applicants for employment, students or participants are treated with courtesy, respect and dignity. As part of this commitment, Employ Milwaukee will not tolerate any form of harassment, verbal, non-verbal or physical, with regard to an individual's race, sex, religion or national origin or any other state or federally protected characteristics.

#### HARASSMENT DEFINED

Workplace harassment is defined as any unwanted, unwelcome, deliberate, or repeated conduct that creates an intimidating, offensive, abusive or hostile work environment that is based upon race, sex, religion, color, national origin, disability, age, sexual orientation or any other characteristic protected by law.

Intimidation and workplace harassment can arise from a broad range of physical, verbal or non-verbal behavior by employees. This policy against workplace harassment applies throughout our Agency, whether in the office, work assignments outside the office, office-sponsored social functions, or via electronic communication.

Forms of harassment and intimidation can include, but not limited to, the following:

1. Physical assaults or mental abuse;
2. Racial, ethnic or religious insults or slurs;
3. Unwelcome sexual advances, touching or physical contact;
4. Sexual comments, jokes, stories or innuendoes; and
5. Display of sexually explicit or otherwise offensive posters, calendars or materials.

Consistent with this policy, an employee's conduct, whether intentional or unintentional, that results in the harassment of other employees because of their race,

sex, religion, color, national origin, disability, age, or sexual orientation is illegal and will not be tolerated.

Anyone who engages in such harassment or retaliates against another employee because they report harassment, or participate in an investigation of a claim of harassment, will be subject to immediate corrective action up to and including termination. It is the responsibility of management and all staff to ensure that these activities do not occur.

## COMPLAINT PROCEDURE

All complaints of harassment will be treated seriously. If you believe that you are or have been the subject of harassment or retaliation by any person including, but not limited to, co-worker, Manager/Supervisor, participant, vendor, or guest of the Agency, or have witnessed such harassment or threats, you must report the matter in writing to your immediate Manager/Supervisor and/or to Human Resources. Any such reports will be investigated promptly, thoroughly and fairly; and be kept confidential within the bounds of an investigation and to the extent possible.

If an investigation confirms that harassment has occurred, Employ Milwaukee will take corrective action including discipline up to and including immediate termination of employment. However, filing groundless and malicious complaints is an abuse of this policy, is prohibited and may result in discipline up to and including termination of employment.

In the event of a dispute regarding a compliant determination; Employ Milwaukee is firmly committed to using alternative methods of resolving disputes in all of its activities, where appropriate and feasible. Used properly in appropriate circumstances, alternative dispute resolution (ADR) can provide faster, less expensive and contentious, and more productive results in eliminating workplace discrimination. See Employ Milwaukee Alternative Dispute Resolution Policy, which is located in the appendix.

## 3. HOURS OF WORK

The normal operating business hours as established by the Chief Executive Officer are Monday to Friday, 8:00 a.m. - 5:00 p.m.

Employ Milwaukee has the discretion to set the work hours and schedule for employees. Accordingly, the pay period is Monday - Sunday for most staff, but may vary according to the position and may include weekends or evenings as necessary. It is essential and a condition of employment that all employees arrive promptly for work. Employees are expected to report to work at their expected time, unless written authorization for flexible scheduling has been authorized and approved by their Manager/Supervisor. A copy of the written authorization must be submitted to Human Resources.

Any work outside of the employee's defined workweek must be pre-approved by the employee's Manager/Supervisor. If any employee has to work after normal operating business hours, it must be pre-approved by the Manager/Supervisor. The employee must then notify the Security Guard and the Manager of Office & Facilities.

Any pre-approved work-related activities, including attendance at meetings and preparation required to perform their job, will be considered part of the normal workweek. Paid attendance at conferences, workshops or classes must be pre-approved by their Manager/Supervisor. Special schedules may be required to accommodate program needs. Your Manager/Supervisor will notify you as early as possible regarding scheduling needs.

## OVERTIME

By law, all hourly, non-exempt employees shall be compensated time and one-half for all "hours worked" in excess of forty (40) hours worked in one week. All overtime must be directed and approved in advance by the Department Manager/Supervisor or Executive. Accurate documentation of time worked is the responsibility of the employee. A week is defined as Monday to Sunday.

There may be times when it will be necessary for you to work overtime. Your Manager/Supervisor will notify you as early as possible regarding scheduling needs.

Accordingly, overtime for hourly staff can be required with little notice and directed by your immediate Manager/Supervisor. Refusal to work mandated overtime, except for extenuating circumstances as determined by management, may result in disciplinary action. Staff who volunteer for overtime and fail to honor this commitment may be disciplined.

## BREAKS

Employees will be provided one 15-minute paid break in the morning and one 15-minute paid break in the afternoon as business and operations allow it.

## LUNCH PERIODS

There is no formal lunch period scheduled for employees. Each employee is allowed a one-hour unpaid lunch period that should be taken between the hours of 11:00 a.m. - 2:00 p.m. with any routine variation having to be approved by the Manager/Supervisor. Employees may be required to record their in and out time. Employees may not perform any work while on their unpaid lunch hour.

## FLEXIBLE SCHEDULING

Employ Milwaukee may allow a flexible work schedule between 7:00 a.m. to 6:00 p.m., Monday-Friday, for employees under the following guidelines:

- The revised schedule must not interfere with the employee in performing his/her job responsibilities;
- The request for flexible scheduling must be in writing and approved by their Manager/Supervisor;
- It must state the hours of the revised schedule, duration of schedule and justification for the request;
- Flexible schedules may include special monitoring provisions; and
- All approved schedules will be filed in the employee's personnel file.

Previously approved flexible schedules may be revised at any time in writing by Employ Milwaukee. Anyone working outside of 8:00 a.m. to 5:00 p.m. should have a 'flex schedule' on file. A five (5) day transitional period will be provided when possible for this schedule change. Request forms may be obtained from Human Resources.

## OFFICE CLOSING / SEVERE WEATHER

Employ Milwaukee may close during periods of inclement weather or other emergency situations. The decision to close the Agency will be made by the Chief Executive Officer, no later than 6:30 in the morning when possible.

Manager/Supervisors and Executives will communicate to their staff information about closings or a late opening of Employ Milwaukee office(s). Employ Milwaukee will also provide this information to Channel 4 and Channel 12.

If the Agency is closed for inclement weather at the beginning of the day, staff will be paid regular pay for their normal scheduled work hours.

If the Agency closes during the day, any staff who has already reported for work will be released and paid regular pay, up to their normal scheduled work hours. If the Agency is not closed, but an employee chooses to remain at home, vacation, personal time, or time without pay must be used.

Due to business necessity, some employees may be required by the Chief Executive Officer to come into their office even though the office is closed.

Instructions related to early dismissal will be issued on an event-by-event basis. This notice will be sent via E-mail to all employees. This information will be sent and/or authorized by the CEO or an Executive.

## 4. EMPLOYMENT

### CATEGORIES OF EMPLOYMENT

Employ Milwaukee has the following different categories of employees in order to meet staffing requirements:

- FULL-TIME  
Work 30-40 hours per week and are eligible for the complete benefit package.
- PART-TIME  
Work 20-29 hours per week and are eligible for some benefits.
- INTERIM / LIMITED TERM EMPLOYMENT (LTE)  
Individuals who are hired on a temporary basis to perform a specific job function, for a specified period of time less than six months, are eligible for some benefits.
- INTERNS  
Students hired on a temporary basis and are not eligible for benefits.

All personnel are governed by one of these categories. A change in employment category can affect employee benefits. Any change must be approved by the CEO.

## JOB OPPORTUNITY POSTING PROCESS

In accordance with the organizational policies and procedures of Employ Milwaukee, the Chief Executive Officer is the hiring authority, as designated by the Board of Directors.

The hiring authority may be delegated by the Chief Executive Officer to others, including Executives.

All positions are posted for a minimum of 5 working days. Each time an employee wishes to be considered for a new position, he/she must go through the selection process that has been established for the position.

The appointment to a position is not official until a written notification from Human Resources is signed by the Chief Executive Officer and delivered to the candidate. Any position may be appointed by the Chief Executive Officer and forgo the required posting minimum in order to meet agency needs and program obligations.

## PAYROLL PROCEDURES

Employ Milwaukee pays employees every two (2) weeks on Friday through direct deposit into his/ her checking and/or savings account(s). Employ Milwaukee complies with all state and federal regulations for proper payment of its employees. Any employee, who believes that an error was made on his/her paycheck, must notify the Accounting Department within 15 days of the pay period in which the error was allegedly made. If it is determined that an adjustment is necessary, the adjustment will normally be made on the next paycheck. Further, Employ Milwaukee will take actions to remedy any processes necessary to ensure future errors will not occur.

All employees are required to complete a biweekly time sheet in the timesheet system (module) and submit it to their Manager/Supervisor by 12:00 PM on the Friday that ends the pay period.

Any employee hired in the middle of a pay period will be paid on the next pay date for the number of hours worked during that covered pay period. Wage increases will be



implemented and paid in a manner consistent with the accounting practices of Employ Milwaukee.

Employees should retain all payroll stubs for their records. These stubs provide information on a biweekly basis. Following the end of a calendar year, each employee will receive a statement of earnings (W-2) form.

Income tax laws require that Federal income tax, State income tax, Medicare and Social Security on wages be withheld. In addition to the required tax deduction, certain premiums and contributions that have been authorized by the employee such as United Way, United Performing Arts Fund, 401(k) and insurance premiums will be deducted.

## PERSONNEL RECORDS

It is important that personnel records contain accurate, up-to-date information. For that reason, each employee should notify the Human Resources Department of any change in status, i.e. telephone number, mailing address, number of dependents, beneficiary designations, change in immigration status and who to notify in case of an emergency. Employees are also encouraged to provide supplemental information relating to education and professional development.

## RIGHT TO PRIVACY

Employees' personnel records are confidential. No unauthorized information concerning their salary history or performance is released without their written consent. All telephone requests for verification of employment will be limited to a confirmation of dates of employment and position(s) held.

## 5. EMPLOYEE PERFORMANCE

### ORIENTATION, TRAINING AND REVIEW PERIOD

Employ Milwaukee provides a review period of 90 days for new employees or employees that have been recently promoted. The employee's ability to learn how to do their job, overall reliability, integrity and commitment to their work and to Employ Milwaukee will be monitored.

The Manager/Supervisor will provide the employee with the orientation, training and instruction appropriate to their work assignments. In addition, he/she will monitor the employee's work and make suggestions for improvement. After 90 days of orientation and training, the employee should meet with their Manager/Supervisor for an initial performance review. The review period may be extended at the sole discretion of management.

## PERFORMANCE EVALUATIONS

Performance evaluations are intended to measure work performance against specific criteria and help the employee reflect upon their work performance and grow professionally.

The reviews should provide the opportunity for an employee and their Manager/Supervisor to review strengths and areas that need to be improved. Manager/Supervisors will use job descriptions and performance objectives as a guide in evaluating work.

Thereafter, employees generally receive a review after each anniversary date. Copies of evaluations will be shared with the employee, and the employee will have an opportunity to respond to them and discuss them with their Manager/Supervisor. Supplemental written performance reviews may be conducted at any time in order to address either satisfactory or unsatisfactory job performance.

Performance reviews will be written and employees will participate in the review process. A conference will be held between the employee and their Manager/Supervisor to discuss the employee's performance and other aspects of the job duties and responsibilities including professional development goals and needs.

If there are areas requiring improvement, the Manager/Supervisor and employee will develop a written set of goals and methods to assist the employee with achieving improved performance within a defined time frame.

Employees will be asked to sign the performance evaluation and may include a written statement to their Manager/Supervisor and give a copy to Human Resources for any portion of their review. The statement and the performance evaluation will be included in the employee's personnel file.

All employees may be considered for a wage increase once a year at the time of his/her evaluation. Wage increases are at the sole discretion of the Board of Directors

and management. There is no guarantee that wage increases will be made every year or that every employee will receive a wage increase. Wage increases will be based upon available funding, the employee's written performance evaluation, attendance record, and any other relevant factors, as determined by management.

Employ Milwaukee evaluates performance and reviews salary on the basis of the employee's contribution during the immediate review period. Seniority does not entitle an employee to a wage increase. In addition, it is possible that an employee may reach the maximum possible salary for his/her position, and in such a situation will receive no merit increases, but will still be eligible for any cost of living increases as applicable.

## 6. SEPARATION OF EMPLOYMENT

### REDUCTION IN FORCE (RIF) - LAYOFF, RECALL AND REINSTATEMENT

Employ Milwaukee's budget is dependent on government grants and private donations. Therefore, a Reduction in Force (RIF) may occur because of changes in funding or program changes. Any employee who is faced with a layoff will receive a written notice from his/her Manager/Supervisor at least two weeks prior to the effective date. If the laid-off employee is recalled within one year immediately following the date of the layoff, the employee is considered a reinstated employee and retains credited service for the period of time of the lay-off. If the duration of the lay-off is in excess of one year, the employee's employment is considered terminated; re-employment will be on the same basis as a new hire.

Employees who have been employed more than one year may be given a minimum of a 30-day advance notice. The employer retains the option of pay in lieu of any advance notice.

Employees separated due to a reduction in force shall be eligible for awarded unused vacation benefits.

### INVOLUNTARY, VOLUNTARY TERMINATION OR RESIGNATION

All employees are employed AT-WILL and employment can be terminated with or without cause.

Employees who resign their employment should provide the Agency a two (2) week

written notice to their respective Manager/Supervisor. The final termination date will be the last day the employee worked.

An employee who is a no call/no show absence for a period of three (3) consecutive days is considered to have voluntarily terminated/resigned their employment.

Whenever employment is terminated, either voluntarily or involuntarily, Human Resources will attempt to conduct an exit interview.

- BENEFITS OF SEPARATED EMPLOYEES

In that event, or in the event an employee is terminated:

1. Sick or Personal hours not already scheduled may not be taken during the notice period except with approval of the CEO or an Executive. There is no compensation for unused personal days, sick days or holidays.
2. The group medical/dental insurance plan will continue until the last day of the month following the last day worked. Life and Disability will stop at the date of termination.
3. The medical and dental component of the group insurance plan may, at the option of the employee, be continued as provided by applicable Federal and State laws upon proper enrollment. The forms will be mailed by the COBRA administrator. Timely premium payment for this extended coverage is the sole responsibility of the individual.

## MEDICAL COVERAGE CONTINUATION (COBRA)

In the event of a death, termination of employment (including retirement), certain reductions of hours or entitlement to Medicare benefits, participants and their eligible dependents will be contacted by the COBRA administrator and offered the opportunity to continue medical coverage.

If you become divorced or legally separated or have a child who no longer qualifies as a dependent under the plan, you must notify the Benefits Manager within 60 days of the event to receive applicable continuation rights paperwork.

You or your dependents will be entitled to continue medical coverage through the Agency by paying the full monthly premium for the coverage. The maximum time allowed for continuation coverage is 18 months in the event of termination or a reduction in work hours and 36 months for most other events, with the exception of the flexible spending account which will run only run through the remainder of the

plan year. Failure to make timely payment of your premiums will result in the forfeiture of continuation benefits.

At the end of the COBRA period, certain areas of coverage may be converted to an individual policy through the plan carrier at the rates then in effect, subject to the terms of the plan.

This benefit is provided in accordance with the requirements of the federal law on continuation of health insurance (commonly known as “COBRA”). This benefit is subject to change as necessary to comply with federal or state law.

## 7. EMPLOYEE BENEFITS PROGRAM

Employ Milwaukee provides a substantial Benefits Program designed to offer employees security from financial loss due to medical costs and to provide benefits for retirement through a 401(k) plan. In addition, employees receive paid leave for vacation, illness, and personal time.

At the time of hire, eligibility for benefits will be included in the Offer of Employment letter. While the current plan description will prevail, the following summary is an overview of the benefits program. Employ Milwaukee retains the right to terminate or change benefits at any time.

Some employee benefits may require employee participation in the cost of premium sharing/contributions. These premiums and contributions for 401(k) are deducted directly from the employee’s paycheck.

### RETIREMENT PLAN

Employ Milwaukee sponsors a 401(k)-profit sharing plan for all eligible employees.

On June 30<sup>th</sup> of each year, Employ Milwaukee will contribute a percentage of the eligible employee’s fiscal year (July 1 - June 30) compensation to the plan trust. The employer contribution percentage is comprised of 3% as a safe harbor contribution and a discretionary percentage determined by the Board of Employ Milwaukee on an annual basis for a profit sharing contribution.

For more details concerning the retirement plan, refer to the plan summary document available from Human Resources.

## EMPLOYEE ASSISTANCE PROGRAM (EAP)

Employ Milwaukee recognizes that family, marital, alcohol, drug, financial, and other types of personal problems can affect an employee's job performance. These problems can often be successfully improved through professional assistance and treatment.

Using this benefit will not have a negative effect on an employee's current job or promotional opportunities. Further, this in no way relieves an employee from the obligation of performing the job duties at the expected level or from meeting other requirements of Employ Milwaukee.

For a brochure listing all the services provided by EAP, see the Human Resources department.

## FAMILY AND MEDICAL LEAVE ACT (FMLA)

It is the policy of Employ Milwaukee to comply with the requirements of the Wisconsin and Federal Family and Medical Leave Acts (FMLA) and the policy will be administered accordingly.

FMLA leave may be paid, unpaid or a combination of paid and unpaid, depending on the reason for the leave and the benefits to which the employee may be eligible.

The state and federal laws differ in a number of areas, and the Agency will comply with both. When the reason for a leave qualifies under both state and federal law, the following rules apply:

- The employee is deemed to be exhausting his/her entitlement under both laws concurrently; and
- The provision(s) most generous to the employee will apply.

The taking of leave under this policy will not be used against an employee in any employment decision, including the determination of promotions, discipline, compensation, et cetera.

- ELIGIBILITY

To be eligible for leave under this policy, an employee must have been employed by the Agency for at least 12 months (52 consecutive weeks for Wisconsin leave). In addition, in the 12 months immediately preceding the commencement of the leave, the employee must have:

- been compensated for at least 1,000 hours to qualify under Wisconsin law; and
- worked at least 1,250 hours to qualify under federal law.

Employ Milwaukee will inform employees requesting leave whether they meet the basic eligibility requirements for state and federal FMLA leave. At the same time, the Agency will inform the employee of any additional information required to verify that the need for leave is for a FMLA-qualifying reason and employee's rights and responsibilities while taking FMLA leave.

- AMOUNT OF LEAVE AVAILABLE

Unless otherwise stated, under federal law, an eligible employee is generally qualified for up to a total of 12 weeks of protected leave within a 12-month period on a calendar year basis for any combination of reasons listed below.

It is possible that an employee could qualify for leave only on the basis of hours worked under the Wisconsin law, which generally covers shorter periods of time than the 12 weeks provided by federal law. These situations will be discussed on a case-by-case basis with affected employees and are referenced below.

- TYPES OF LEAVE COVERED

- A. Birth or Placement for Adoption or Foster Care

Family leave will be available to eligible male and female employees for the birth of a child or for placement of a child with the employee for purposes of adoption or foster care. Such leave must generally be completed within 12 months of the birth or placement.

Wisconsin law allows up to 6 weeks of family leave in a calendar year for this purpose and such leave must be commenced within 16 weeks of the birth or placement.

## B. Serious Health Condition of Employee

An eligible employee, who experiences a serious health condition, may take medical leave under this policy. A serious health condition is an illness, injury, impairment, or physical or mental condition that generally occurs when the employee:

- Receives overnight inpatient care in a hospital, hospice or nursing home;
- Suffers a period of incapacity of more than three consecutive full calendar days accompanied by at least 2 visits to a health care provider or one visit and a regimen of continuing treatment;
- Is pregnant, including severe morning sickness;
- Has a history of a chronic condition that may cause episodes of incapacity; or
- Has a permanent or long-term condition which requires continuing treatment by a health care provider.

Wisconsin law permits an employee to take up to 2 weeks of medical leave in a calendar year to care for his/her own serious health condition.

Medical leave may be taken all at once or, when medically necessary, in smaller increments. The need for leave must be documented by the employee's treating health-care provider through the medical certification process.

An employee may be paid for all or part of a medical leave to the extent s/he is eligible for benefits such as short-term disability.

A fitness-for-duty statement will be required in order for an employee to return from a medical leave. Failure to provide the statement will result in a delay in the return to work.

## C. Serious Health Condition of Immediate Family Member

An eligible employee may take family leave under this policy in order to care for a son, daughter, spouse or parent with a serious health condition (see above section for general definition of a serious health condition). This leave may be taken all at once or, when medically necessary, in smaller increments. It will be necessary for the family member's treating health-care provider to document the need for leave through the medical certification process.

Wisconsin law allows up to 2 weeks of family leave in a calendar year to care for a child, spouse, domestic partner, parent, or parent-in-law (including a domestic partner's parent) with a serious health condition.



#### D. Qualifying Exigency for Military Family Leave

Federal law provides that an eligible employee may take family leave under this policy to address a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent (the "military member") is on covered active duty deployment or call to active duty deployment to a foreign country.

Qualifying exigencies include attending certain military events, arranging for alternative childcare, parental care under certain circumstances, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. This leave may be taken all at once or, in smaller increments. It will be necessary to submit a complete and sufficient certification for FMLA leave due to a qualifying exigency. The federal FMLA does not provide for a full 12 weeks of leave for all types of qualifying exigencies.

#### E. Leave to Care for a Covered Service Member with a Serious Injury or Illness

An eligible employee may take up to 26 weeks of family leave in a single 12-month period under this policy to care for the employee's spouse, child, parent or next of kin who is a covered service member that incurs or aggravates a serious illness or injury while in the line of duty on active duty. A covered service member is a service member who incurs (or aggravates) an illness or injury in the line of duty, on active duty, or existed before beginning of the member's active duty and were aggravated by service in the line of duty on active duty that renders the service member medically unfit to perform duties of his or her office, grade, rank or rating. A covered service member is (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness, or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the 5 year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran who undergoes medical treatment, recuperation, or therapy for a serious injury or illness. This entitlement will be applied on a per-covered-service member, per-injury basis. It will be necessary for the covered service member's treating health-care provider, as defined by law, to document the need for leave through the medical certification process. In certain instances, this leave may be combined with all other FMLA leaves, limiting the employee's FMLA leave entitlement for all purposes to no more than a total of 26 weeks of leave during the single 12-month period.

- NOTIFYING THE AGENCY OF THE NEED FOR FAMILY OR MEDICAL LEAVE

Generally, an application for leave must be completed for all leave taken under this policy. When the need for leave is foreseeable, the employee should provide notice at least 30 days in advance. When this is not possible, notice should be provided as soon as the employee learns of the need for leave. In cases of emergency, verbal notice should be given as soon as possible (by the employee's representative if the employee is incapacitated), and the application form should be completed as soon as practicable. Notice of leave for a qualifying exigency must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.

Calling in "sick" does not qualify as FMLA leave. An employee must provide sufficient information regarding the reason for an absence for the Agency to know that protection may exist under this policy. Sufficient information may include that, because of a serious health condition, the employee is unable to perform job functions, a family member is unable to perform daily activities, or the employee or family member require hospitalization or continuing treatment. Sufficient information may also include circumstances supporting the need for military family leave. In addition, if the employee is seeking leave for an FMLA-qualifying reason for which the Agency has previously provided the employee with FMLA-protected leave, the employee must specifically refer to the qualifying reason for leave or the need for FMLA leave which has been previously taken or certified. Failure to provide any of this information as requested may result in the delay or denial of FMLA approved leave.

In addition, if the employee is capable of complying with the Agency's normal call-in and reporting procedures, or arranging for the Agency to receive timely notice of the employee's absence, and fails to do so, the Agency may deny or delay the FMLA leave.

Failure to provide adequate notice may, in the case of foreseeable leave; result in a delay of the leave. This means the absence may then be counted against the employee for purposes of discipline for attendance, et cetera.

Leave application forms are available on the intranet or provided by the Human Resources Department.

- MEDICAL CERTIFICATION OF A SERIOUS HEALTH CONDITION/SERIOUS ILLNESS OR INJURY

Generally, the Agency will require medical certification to verify that an employee or family member's illness meets the definition of serious health condition (or serious illness or injury) and to determine the nature and duration of the leave. In the case of a family illness, the provider must also verify that the employee is needed to care for the family member.

The appropriate form should be obtained from Human Resources and should generally be returned within 15 days. If the employee cannot comply with this deadline, the employee must contact Human Resources prior to the expiration of the deadline and request an extension. Failure to provide this certification and/or request an extension may result in delay or denial of the leave.

- CERTIFICATION OF A QUALIFYING EXIGENCY

Generally, the Agency will require certification to verify that an employee's request for qualifying exigency leave is appropriate. In addition to the certification form, the employee may need to provide information about the employee's orders to military service.

The appropriate form should be obtained from Human Resources and should generally be returned within 15 days. If the employee cannot comply with this deadline, the employee must contact Human Resources prior to the expiration of the deadline and request an extension. Failure to provide this certification and/or request an extension may result in delay or denial of the leave.

- ADDITIONAL CERTIFICATIONS

If the Agency has reason to question the validity of a medical certification, an employee may be required to provide a second certification from a health-care provider selected and paid for by the Agency. If the second opinion differs from the first, a third opinion may be required. The health-care provider for the third opinion must be mutually chosen by the employee and the Agency and paid by the Agency. The third opinion, by law, is binding on all parties.

Periodic recertification and annual certifications to verify that a condition is ongoing may be required as provided by law. Failure to provide this certification and/or request an extension may result in delay or denial of the leave.

- DESIGNATION OF FMLA LEAVE

The Agency will provide employees a Designation Notice informing employees whether the leave will be designated as FMLA-protected and, if so, the amount of leave counted against the employee's leave entitlement.

- USE OF PAID AND UNPAID LEAVE

Under Wisconsin's FMLA, an employee entitled to family or medical leave may substitute (use), for any leave requested under the Act, any other paid or unpaid leave which has accrued to the employee. The Agency will not require substitution when an employee is taking leave under Wisconsin's FMLA.

Under federal law, the employee may elect or the Agency may require that the employee substitute accrued vacation, sick, or other Agency-provided paid leave during periods of federal FMLA leave. However, the Agency may prohibit the substitution of any accrued paid leave where the employee does not otherwise meet the conditions for use of such leave. Please consult the Agency's applicable policies for more information on the requirements for conditions of use.

When paid benefits are substituted for the otherwise unpaid time, the employee is using the benefits concurrently with FMLA leave and those benefits will not be available to the employee later. Similarly, substitution or use of paid leave does not extend the amount of FMLA leave available to an employee, it provides for pay.

As appropriate, employees on medical leave (for the employee's own serious health condition) may simultaneously be eligible for and receive disability or workers' compensation benefits. In such cases, disability and workers' compensation leave of absences will run concurrently with this family and medical leave.

In cases where substitution of a paid benefit is not possible, the employee will receive reduced compensation consistent with the number of hours the person actually works.

- INTERMITTENT OR REDUCED SCHEDULE LEAVE

Intermittent and/or reduced schedule leave will be permitted when it is medically necessary, for qualifying exigencies, and, in some cases, for birth or placement for adoption. In all cases, the total amount of leave taken in a calendar year should not exceed the 12 weeks defined earlier in this policy.

Intermittent and reduced schedule leave must be scheduled with minimal disruption to the Agency's operation. To the extent an employee has control, medical appointments and treatments related to a serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work.

The Agency may, in some cases, transfer an employee to an alternative position, with equivalent pay and benefits, in order to better accommodate the need for intermittent or reduced schedule leave.

- BENEFIT CONTINUATION DURING LEAVE

Employees may elect to continue group health insurance while on leave but must continue to pay their portion of the premium. Other employment benefits, such as group life insurance, AD&D, etc., will also be continued during the leave, as long as the employee continues to pay any required contribution. If the employee has pay substituted for otherwise unpaid FMLA leave or has appropriate pay available, the employee contribution towards the premium will be deducted as part of a normal payroll deduction to the extent permitted by law. Payment arrangements will be discussed with individuals upon their request for leave. If an employee who is required to make a contribution for health benefits does not make it within 30 days of the payment's due date, the employee's health benefits will cease.

- RIGHTS UPON RETURN FROM LEAVE

An employee who takes leave under this policy will be reinstated to the same job or an equivalent position upon completion of the leave. If an individual has exhausted all leave under this policy and is still unable to return to work, the situation will be reviewed on a case-by-case basis to determine what rights and protections might exist under other Agency policies.

The law provides that an employee has no greater rights upon a return from leave than the individual would have had if s/he had continued to work. Therefore, an employee may be affected by a layoff or other job change if the action would have occurred had the employee remained actively at work. In such cases, the official date of the layoff will mean the end of FMLA leave for the employee. If the employee is recalled, if FMLA leave is still required, it may then continue.

- EARLY RETURN FROM LEAVE

An employee who wishes to return to work earlier than originally anticipated should provide at least two days' notice of such request. A fitness-for-duty certification may be required.

- MISCELLANEOUS

The Wage and Hour Division of the U.S. Department of Labor is the federal agency that regulates the federal FMLA. Federal law makes it unlawful for an employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA; or to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for the involvement in any proceeding under or related to the FMLA. Nothing in the FMLA affects any federal or state law prohibiting discrimination, or supersedes any state or local law or collective bargaining agreement which provides greater family and medical leave rights. Employees have the right to file a complaint with the U.S. Department of Labor ("DOL") or bring a private lawsuit if they feel the Agency has violated their rights under the FMLA. For more information, you may contact the DOL at 866-487-9243 or [www.wagehour.dol.gov](http://www.wagehour.dol.gov). That being said, it is the preference of the Agency that its employees first bring any concerns to the attention of Human Resources.

This policy provides an introduction to the rights provision of the Family and Medical Leave laws. Questions employees may have about this law should be directed to Human Resources.

## BONE MARROW AND ORGAN DONATION LEAVE – WISCONSIN

Up to six (6) weeks of leave, in a 12-month period, will be granted for the purpose of serving as a bone marrow or organ donor, provided that the employee provides Employ Milwaukee with written verification that the employee is to serve as a bone marrow or organ donor and so long as the leave is only for the period necessary for the employee to undergo the bone marrow or organ donation procedure and to recover from the procedure.

## FLEXIBLE SPENDING PLAN

The flexible spending plan allows full-time and part-time employees to pay for medical, dependent care or private insurance expenses with pre-tax money. They are able to contribute money into an account and be reimbursed for out-of-pocket medical, dental, vision, dependent care and private insurance expenses at a later time. Employees are

eligible the first of the month following 30 days of continuous employment. A copy of the summary plan description will be emailed to all eligible employees upon hire.

## GROUP LONGTERM DISABILITY, SHORT TERM DISABILITY, AND LIFE INSURANCE

Group long term disability, short term disability, and life insurance coverage are available to full time employees, who are regularly scheduled to work at least 30 hours each week. The plan is effective on the first of the month following the start date of an employee.

## HEALTH, VISION, AND DENTAL BENEFITS

Group health, vision and dental insurance coverage is available to full time employees, who are regularly scheduled to work at least 30 hours each week. Enrollment into the health, vision, and dental plans occurs when an employee is hired and coverage is effective the first of the month following the employee's start date. There is an open enrollment period held once a year, which allows employees who did not enter the plan during their enrollment period to reapply or add dependents.

In addition, it is possible that an employee who waives benefits and then desires coverage may be required to provide evidence of insurability and may be denied coverage.

The health, vision, and dental plans are employee/employer contribution-type programs. In order to maintain this benefit at the lowest premium percentage, we ask all employees to carefully assess medical needs as well as the charges.

During a leave of absence, the employee will be responsible for continuing the regular bi-weekly payments for insurance by direct pay to the Agency. Depending upon the type of leave, the employee may be required to make the full premium payment.

After termination, or any change in status, which results in the end of coverage, please refer to the section on COBRA.

Copies of the health plan and benefit coverage are given to all eligible employees. Any questions can be directed to Human Resources.

## JURY DUTY

Employ Milwaukee encourages employees to participate in this civic obligation. An employee must submit written evidence for the period he/she was required to serve. Employees must report to work when they are not required for actual jury duty. Full-time employees will receive their regular compensation for the period they are on jury duty. Paid jury leave will be limited to a period of one month.

## MILITARY LEAVE

Employ Milwaukee recognizes the patriotic service rendered by employees who belong to military reserve units and the Civil Air Patrol.

An unpaid military leave of absence will be granted if an employee enlists, is inducted or is recalled to active duty in the Armed Forces of the United States, for a period of up to five (5) years. Employees who perform in and return from military service in the Armed Forces, the Military Reserves or the National Guard will retain their rights with respect to reinstatement and length of service, as required under the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees will also be eligible to continue health and dental benefits under certain conditions.

Appropriate paid leave may be provided for reservists and members of the National Guard to participate in annual encampment or active duty training, emergency service or specialized training if all legal requirements are met. If these activities are compensated by the federal government, the Agency will pay the difference between the employee's regular straight-time wages and the government's compensation, up to a maximum of two (2) weeks per year. Employees who are not employed on a full-time basis will receive appropriate unpaid time off.

In addition, Employ Milwaukee complies with all applicable provisions of the various laws concerning the re-employment of employees that enter the military service through enlistment or selective service. In these situations, the employee must, upon enlisting, request a leave of absence.

During an approved leave of absence, Employ Milwaukee will continue normal coverage for health, dental and life insurance for up to (6) six weeks. No accrual of sick leave or vacation time will occur during the leave of absence.



## CIVIL AIR PATROL LEAVE - WISCONSIN

An unpaid leave of absence will be granted to an employee who is a member of the Civil Air Patrol for purposes of participating in a Civil Air Patrol emergency service operation, so long as the leave of absence does not unduly disrupt the Agency's operations.

In advance of any emergency service operation, the employee must notify the Agency in writing that he or she is a member of the Civil Air Patrol and, at the time of the operation, may be required to provide a written statement from his or her commander certifying the employee's participation in an emergency service operation.

An employee may take up to five consecutive workdays of leave, or up to 15 days of leave in a year, to participate in an emergency service operation. The employee's status with regard to benefits, pay and seniority is considered to be uninterrupted by the leave.

## PAID TIME OFF

Employee eligibility for paid time off is based on the employment category in which the employee was hired. The employment category and eligibility for benefits is indicated in the written Offer of Employment, and is given to each employee prior to or on his/her start date.

## ADVANCING PAID LEAVE

Borrowing or the advance payment of sick leave, personal time, vacation, or other paid time off is not allowed.

## BEREAVEMENT LEAVE

Employees may take up to five (5) days of paid leave for the death of their spouse, domestic partner or child (the term child includes stepchild or foster child). Three (3) days of paid leave may be taken in the event of death of a parent, grand-parent, grand-child, sister or brother, sister- or brother-in-law, mother- or father-in-law, son- or daughter-in-law, and legal guardian. A copy of the obituary must be provided. For part-time employees (not LTEs or Interns), leave will be pro-rated.

## PAID HOLIDAYS

The following paid holidays are recognized:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day and day after
- ½ day Christmas Eve
- Christmas Day

Holiday schedules will be reviewed and established annually. For part-time employees, leave will be pro-rated.

## PERSONAL DAYS

Full-time employees are allowed up to five (5) paid personal days off annually, to be used within the fiscal year (July 1 - June 30). For part-time employees (not LTEs or Interns), leave will be pro-rated. Employees hired after July shall be entitled to a pro-rata number of personal hours (1/12<sup>th</sup> per month) based on their start date.

Personal days may not be carried over into the next fiscal year. A request to use personal days must be approved in advance by the Manager/Supervisor.

## SICK LEAVE

Full time employees will be allowed up to 12 paid sick days per year. Sick Leave:

- Begins accruing after the first full month of employment;
- Is earned as of the end of each month; and
- May be accumulated and carried over from year to year, but may not exceed sixty-five (65) days.

Employees must make provisions to call in each day they are sick except approved leave. When the Manager/Supervisor is not properly notified, the absence will be considered unexcused and subject to the disciplinary policy.

In addition, when three or more consecutive sick days are taken by an employee, the employee may be required to provide written evidence of medical treatment by a licensed physician. The only exception is for prolonged illness or injury that has been documented by a physician's written statement. When sick leave misuse is suspected,

a Manager/ Supervisor may require a doctor's certificate for a period less than three (3) days.

In order to maintain proper coverage, the employee must notify their Manager/ Supervisor by phone, or email, of his/her inability to work due to illness. Such notification must occur as soon as possible, but in any event by 8:00 in the morning.

Sick leave is available for use because of an employee illness, doctor's appointment, or dental care. It also may be used for the illness, doctor's appointment, dental care of an employee's immediate family (parents, brothers/sisters, spouse, domestic partner and children) whose illness or disability requires personal care. Employ Milwaukee may request written verification of the reason for the sick leave from the attending physician of the family member.

At the end of each fiscal year (June 30<sup>th</sup>), an employee can exchange up to 12 days of unused sick leave for 50% of the cash value of the leave. Employees wishing to do this must complete the appropriate form and return it to Payroll by the due date.

Any employee taking a sick day on a scheduled working day preceding or following a Holiday, Vacation Day or Personal Day may be required to bring in a doctor's excuse to account for the sick day, or forfeit the Holiday, Vacation or Personal pay.

## VACATION

All full-time employees qualify for vacation accrual following their first full month of employment. A week is defined as an employee's scheduled hours per week (i.e. scheduled to work 40 hours per week = vacation week of 40 hours). Vacation time is awarded monthly by dividing the hours available in the given year by 12. Balances are available in the timesheet system (module). A report is also available from Payroll. All full-time employees are eligible for the following vacation time based on their length of employment:

<i>Length of Employment</i>	<i>Max Annual Earned and Balance Amount</i>		<i>Additions per Month</i>
Less than 3 years	2 weeks	80 hours	6.67 hours
Beginning of the 4 <sup>th</sup> yr. through the 5 <sup>th</sup> yr.	3 weeks	120 hours	10.00 hours
Beginning of the 6 <sup>th</sup> yr. through the 9 <sup>th</sup> yr.	4 weeks	160 hours	13.33 hours
Beginning of the 10 <sup>th</sup> yr. and thereafter	5 weeks	200 hours	16.67 hours

*\*Values shown represent those accumulated and earned for an employee working a standard 40-hour week. Those scheduled and working less will have pro-rated hours.*

Scheduling of all vacations must be approved by the Manager/Supervisor at least two weeks in advance and is always at the discretion of Employ Milwaukee. Failure to obtain approval from the Manager/Supervisor may be subject to disciplinary action. Manager/Supervisors and next highest-level staff member cannot be off at the same time without prior approval from an Executive or CEO.

An employee may carry over up to one year's equivalent of vacation at all times.

If a part-time employee becomes a full-time employee, his/her anniversary date for paid vacation, sick leave, and insurance will be the date he/she began full-time employment.

- **YOUTH PROGRAM VACATION / PERSONAL DAYS**

Due to Agency and program needs the spring and summer months are peak periods. By April 1st, the Agency will determine if this policy may be implemented. The following vacation/personal policy will be followed:

1. No more than two (2) vacation or personal days may be taken consecutively during the Spring and Summer time frames. This period will run from May 1st thru August 31st.
2. Staff time off must be requested in advance. This request must be submitted two (2) weeks in advance to the Manager/Supervisor of the Youth program. Approval will be based on rotation cycle, confirmation of staff's eligibility for this time and scheduling considerations.

Any exceptions to this policy must be submitted to the Chief Program Officer and will be decided on a case by case basis. This policy may be used by other programs and departments as needed.

## **WORKERS' COMPENSATION**

Workers' compensation insurance is provided by Employ Milwaukee to cover injuries that occur during the course of employment. Upon sustaining a work-related injury, the employee must *immediately* notify his/her Manager/Supervisor. Notification should be in writing as soon as possible. In order to process Workers' Compensation claims, the employee must provide the required information on the form obtained from Human Resources.

For minor injuries not requiring professional medical attention, there is a First Aid kit located at the front desk with security. The employee's Manager/Supervisor should be notified of any minor accidents and injuries.

An unsafe condition that might cause injury to other employees or clients should be reported to the Office & Facilities Manager.

Disciplinary action may be taken against an employee who fails to promptly report an injury.

## OVERNIGHT BUSINESS TRIPS

Employ Milwaukee has an established policy for overnight-extended duty.

Hourly employees will be paid as hours worked for business related travel time. The Agency will not pay for sleep time of eight (8) hours each night nor for any time that the employee is completely relieved of duty.

If the travel time causes the nonexempt employee to go over 40 hours in the week, overtime must be paid.

Employ Milwaukee encourages staff to arrange schedules in such a way so that the trip does not put them over 40 hours in a week. All overtime must be approved by their Manager/ Supervisor.

## PERSONAL VEHICLE USE FOR EMPLOY MILWAUKEE BUSINESS

Any person using their personal vehicle for Employ Milwaukee business must meet the following criteria:

- Travel must be for an approved Employ Milwaukee purpose.
- Possess a valid Wisconsin driver's license.
- Provide a current certificate of insurance with limits of liability of at least \$100,000 / 300,000 / 50,000.

If it is determined that an employee does not have the proper coverage amounts they will have 30 days to get proper coverage, or face disciplinary action. In addition, any mileage will not be reimbursed.

The rate per mile for travel is the allowable reimbursement rate per IRS regulations.

No Employ Milwaukee staff member is to provide transportation to any client in the staff's own car.

Abuse and misuse of the mileage reimbursement process will be cause for immediate disciplinary action up to and including termination.

## TRAVEL EXPENSE REIMBURSEMENT

Employ Milwaukee reimburses employees for approved work-related travel expenses that require the employee to travel. Mileage will be reimbursed through the timesheet system. Employees will receive a per diem when applicable. Any other expenses incurred by employees while traveling on approved Employ Milwaukee business must be noted on an Employ Milwaukee travel expense form. These expenses include but are not limited to luggage fees and parking.

All travel outside Milwaukee County must be pre-approved by a Manager/Supervisor or Executive. Travel occurring outside the State of Wisconsin must be pre-approved by the Division Executive and the Chief Executive Officer. *Per Diem* rates will be consistent with established IRS standards.

All expense reimbursement requests processed by the Accounting Department must include documentation of the conference, meeting or event that was attended. Requests will not be processed without proper documentation.

## STAFF DEVELOPMENT

Employ Milwaukee encourages staff to maintain and improve skills through participation in continuing education and conference attendance. Employees may attend classes, conferences, institutes and seminars related directly to the work of the Agency and with written approval from their immediate Manager/Supervisor. Approval will depend on the Agency budget, relevance, previous opportunities or other factors. For approval process please see the attached Administrative Memo.

When attending an approved conference, only the required time spent in workshops or conference events will be counted towards your regular work week hours.

Staff who wish to attend a conference and pay their own expenses may request their time to be paid by the Agency as long as the conference is relevant to Agency

purposes and as long as their work week does not exceed their regularly scheduled hours. Prior approval remains with Manager/Supervisor and CEO.

## EDUCATION AND TUITION REIMBURSEMENT

Employ Milwaukee is committed to the educational advancement of its employees. Tuition reimbursement is contingent upon the budget and staff will be notified if tuition reimbursement is not available.

In addition, Employ Milwaukee provides tuition reimbursement for only 'one degree' whether the degree pursued is an Associates, Bachelors, Masters, or PhD to full-time employees under the following conditions:

1. The employee has been employed by Employ Milwaukee for at least one year as a full-time employee. (A part-time employee or intern that begins working full-time will be eligible for tuition reimbursement one year following the day he/she began working full-time.)
2. The courses or degree must be related to the employee's current position or agency's mission.
3. Reimbursement must be approved by your Manager/Supervisor, Accounting Manager, and CEO prior to enrolling in the class. Failure to receive approval prior to the class start date will be subject to denial of the reimbursement request at the discretion of your Manager/Supervisor and the Accounting department.
4. Funds must be available; and attendance must be at an accredited school.

Employ Milwaukee will pay tuition reimbursement at a rate of no more than 75% of the cost for one three credit course at the University of Wisconsin – Milwaukee. This is available once a semester with a maximum of three semesters within a fiscal year (July 1 - June 30). A class of more than three (3) credits that falls under the tuition reimbursement maximum will also be considered. Undergraduate and graduate classes will be calculated at the appropriate rates. Tuition reimbursements will be taxable to the employee based on current IRS regulations.

Payment will be made only upon submission of evidence that the employee paid for the class and received a grade of B or better, or an equivalency, as defined by the educational institution. Grade reports must be submitted no later than 45 days after the end of the semester. The start date of a course determines the fiscal year in which it is placed for reimbursement.

## 8. WORKPLACE SAFETY AND SECURITY

During certain hours and on weekends, an electronic key card is required for building entry to ensure that only building tenants have access to the building. All key cards have special codes that are recorded by the security systems to indicate who is entering the building. The outside doors automatically lock after entry. For the personal safety of employees, when entering or exiting one of the office suites at Employ Milwaukee, please ensure that the door is locked after entry or exit.

In some suites, which have two entry/exit doors, it is a good practice to ensure that both doors are locked, particularly if an employee is working alone in the office. Never leave office doors unlocked or blocked open. If someone is to meet an employee, arrange for them to arrive at a time when it is convenient to admit them, or have them call to gain admittance. If electrical equipment is turned on, please make sure that it is turned off before leaving the office.

***If it is necessary to call 911, contact Security, Human Resources and/or an on-site Executive.***

### PROHIBITED CONDUCT

Employ Milwaukee will not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities or outbursts. Acts deemed by management as threats, or violent activities will be disciplined up to termination.

### EMERGENCY / CRISIS NOTIFICATION

Any potentially dangerous and/or safety situation(s) must be reported immediately to a Manager/Supervisor, Security or to Human Resources. All reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled and the results of investigations will be discussed with them and potential disciplinary action may be taken. The Agency will actively intervene at any indication of a possible hostile or violent situation. Incident reports may be obtained by the Human Resources Department or Security.



## RISK REDUCTION MEASURES

While we do not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform an Executive, Manager/Supervisor and Human Resources if any employee exhibits behavior which could be a sign of a potentially dangerous situation. Such behavior includes:

- Displaying overt signs of extreme stress, resentment, hostility, or anger;
- Making threatening remarks;
- Sudden or significant deterioration of performance;
- Displaying irrational or inappropriate behavior.

## ENFORCEMENT

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts on the employer's premises will be reported to the proper authorities.

## FIRST AID

The First Aid kit is located at the front desk with security. All medical emergencies should be reported to a Manager/Supervisor and Human Resources. If necessary, 911 should be called to the scene. All on-site accidents and/or injuries must be reported and an incident report completed and turned in to Human Resources, even if they require just minimal First Aid. Incident report forms may be obtained from the intranet or at the Office of Human Resources.

## MAINTAINING AN EFFECTIVE WORK ENVIRONMENT

Each employee is responsible for maintaining an effective work environment for themselves and others. Accordingly:

- Minimize distractions such as loud conversations and radio volume which can be heard outside of one's own work area;
- Keep work areas clean;
- Maintain common areas (such as guest cubicles, mail room, break room, etc.) clean and neat; and
- Be considerate of others at all times.

## 9. EMPLOYEE RESPONSIBILITIES

### ABSENCE FROM THE WORK AREA

When leaving the premises, employees must keep their Manager/Supervisor informed of their whereabouts at all times.

### ATTENDANCE

Employ Milwaukee places a high value on good attendance. Regular attendance, including punctuality, is an important part of an employee's work record and is considered when granting promotions and salary increases. Excessive absenteeism or tardiness will result in discipline, up to and including termination of employment.

Employees are expected to be at work during their scheduled hours. An employee must give notice to his/her Manager/Supervisor if the employee wants to take a leave of absence. Approval of any leave of absence is at the sole discretion of Employ Milwaukee.

A request for leave must be submitted for any paid time off. All requests need the approval of the Manager/Supervisor.

### TARDINESS

Tardiness will not be tolerated. Employ Milwaukee recognizes that there are instances where situations arise that, through no fault of the employee, may cause the employee to be late. When this happens, he/she must contact his/her Manager/Supervisor within a reasonable time frame.

Employ Milwaukee is not required to allow the time to be made up. Manager/Supervisors may authorize make-up time. Excessive tardiness is subject to disciplinary action.

### AGENCY COMMUNICATION SYSTEMS

All communication systems used at Employ Milwaukee, such as the computer, telephone, cell phones, fax, voicemail, and e-mail, are to be used primarily for conducting Agency business. Occasional personal use is allowed, but such use will be subject to this policy and in compliance with the Agency's communication systems procedural manual.

Examples of occasional personal use are during breaks, lunch or for no more than a few minutes a day during working hours. This personal use is allowed when it does not interfere with an employee's work performance, interfere with any other employee's work performance, unduly impacts the operation of the electronic communication system, or violates any other provision of this or any other Employ Milwaukee policies.

If Employ Milwaukee determines that an employee's use of the electronic communication system is excessive, the employee will be disciplined up to and including termination from employment.

The Agency communication systems are not totally private and confidential. Even though most systems are password-protected, it is still possible for others to access the systems you are using.

Employees will be instructed on the proper use of the communication systems used at Employ Milwaukee for both internal and external business communications. All Agency communication systems and the information maintained on these systems are considered the sole property of the Agency. As the property of the Agency, Employ Milwaukee has the right to intercept, monitor, copy, review and download any communications or files created or maintained on these systems. Employees should have no expectation of privacy when using any of these systems.

Employ Milwaukee prohibits certain types of communication on our various systems. Prohibited communication includes, but is not limited to, offensive language and disruptive, illegal, harassing, insulting or time-consuming messages.

Inappropriate use of any Agency communication system will be grounds for disciplinary action, up to and including termination of employment.

## SOCIAL MEDIA POLICY

Employ Milwaukee's Social Media Policy has been developed for employees who maintain or participate in personal blogs, personal websites, bulletin boards, or other interactive web media, including but not limited to LinkedIn, Facebook, Instagram, Snapchat, and Twitter (herein collectively referred to as "social media"), that contain postings about Employ Milwaukee's business, products, or Employ Milwaukee employees and the work that they do. This policy is also applicable to Employ Milwaukee employees who post about Employ Milwaukee on the social media of others. Employees are reminded that Employ Milwaukee's other policies are applicable to employees' social media conduct, where the social media contain

postings about Employ Milwaukee business, products, guests, employees, customers, vendors or products.

All Employ Milwaukee employees should understand there is a legal responsibility involved with using social media. Though employees are free to post their own personal views, employees should know that using social media related in any way to Employ Milwaukee, its business, or your employment at Employ Milwaukee may lead to imminent irreparable harm to Employ Milwaukee or its employees. Moreover, using social media may violate the rights of another employee at Employ Milwaukee by posting untrue, defamatory or hurtful information about him/her.

If employees choose to use social media, the following guidelines apply anytime an employee posts as a self-identified Employ Milwaukee employee, or posts information relating to their employment with Employ Milwaukee, regardless of the site to which the employee posts or the location from where the employee makes the posting.

When you publish your opinions through social media, you are legally responsible for your commentary. Individual users of social media may be personally liable for comments deemed to be defamatory (i.e., making false allegations against other employees, guests, vendors, clients or Employ Milwaukee —even if you believe the information to be true).

Individual users of social media may also be personally liable for other conduct that is deemed to be tortious (i.e., violate the legal rights of other employees, such as posting information that invades the privacy rights of other employees, individuals, or Employ Milwaukee, even if the information posted is true).

Employ Milwaukee will not defend you in any legal actions based on your commentary on any social media under any circumstances, whether you are sued by another Employ Milwaukee employee, guest, customer, vendor, client or someone who is not affiliated with Employ Milwaukee.

When using social media, you should exercise caution with regard to exaggeration, colorful language, guesswork, obscenity, copyrighted materials, legal conclusions, and derogatory remarks or characterizations in any way related to Employ Milwaukee, its guests, customers, vendors, clients or its employees. Such remarks or characterizations may subject you to discipline, up to and including termination. In addition, Employ Milwaukee or its employees may pursue legal action against you personally.

It is never acceptable to publish any of Employ Milwaukee's confidential or proprietary information, or any confidential or proprietary information of any customer, client or donor to which you have access as a result of your employment with Employ Milwaukee. Any of Employ Milwaukee's confidential, proprietary, or trade secret information is off-limits for you to post on your social media. Employ Milwaukee's logo and trademarks are also off-limits. Anything related to Employ Milwaukee policy, strategy, financial reports, financial situation, products, marketing strategy, or any other information that has not been made public cannot appear on your social media under any circumstances.

Disclosing confidential or proprietary information on your social media will subject you to disciplinary action, up to and including termination of your employment. Moreover, you could be legally liable to Employ Milwaukee or others for disclosing such information.

If you have any questions about whether information is confidential or proprietary, you should not post it. If you want additional clarification as to whether information is confidential or proprietary, contact your Supervisor/Manager.

You must make it clear that the views you express are yours alone and that they do not reflect the views of Employ Milwaukee. To help reduce the potential for confusion, you must include the following notice in a reasonably prominent place on your site, or if posting on the site of another, you must include it within your post:

*The views expressed on this website/weblog are mine alone and do not necessarily reflect the views of my employer.*

Employ Milwaukee's harassment policy applies to comments you make outside the workplace, which includes your social media. It is never acceptable to harass any Employ Milwaukee employee through comments made on your social media or any other public website. Employees will be investigated and/or disciplined in accordance with Employ Milwaukee's Harassment Policy for inappropriate conduct in their blogs.

If you have any questions concerning this policy, please contact Human Resources.

## EMPLOYEE LOSS OF PROPERTY OR DAMAGE TO AUTOMOBILE

Employees of Employ Milwaukee who incur a loss of property or damage to their automobile due to theft or vandalism while conducting business will be reimbursed by Employ Milwaukee for loss subject to all of the following conditions:

1. The theft or vandalism must have occurred while on official Employ Milwaukee business;
2. The automobile must have a current registration, license and insurance policy in the employee's name;
3. The employee was prudent in following parking rules and regulations;
4. In the case of loss of property, the property must have been on Employ Milwaukee premises or in a locked automobile while on Employ Milwaukee business at the time of the loss;
5. The loss or vandalism is immediately reported upon discovery of such to the local authorities, i.e., a police report or insurance company claim and to Employ Milwaukee; and
6. The employee has filed a claim under his or her own automobile/homeowners'/renters' insurance prior to requesting this reimbursement.

Employ Milwaukee will reimburse the following expenses:

1. Insurance deductible, not to exceed \$250.00, per incident;
2. The balance of car rental expense up to 50% if your car is stolen or not in condition to drive, provided that the employee carries car rental expense on the policy and follows the insurance company's guidelines and procedures for obtaining the rental car; and
3. Up to one day of time off to handle business related to the loss, theft or vandalism.

Each incident involving loss of property, theft, or vandalism of an employee's automobile will be handled on an individual basis.

Employees should alert Employ Milwaukee to any thefts of their personal property occurring on Employ Milwaukee premises. Employees are expected to follow Employ Milwaukee security procedures regarding the handling of cash, Employ Milwaukee equipment, locking of doors, and use of exits and entrances.

## DRESS CODE / PERSONAL APPEARANCE

The purpose of the dress code/personal appearance is to develop a positive set of guidelines to aid staff in their functioning at the Agency. While Employ Milwaukee's environment lends itself to a professional dress code, we believe that all employees should dress neatly, in good taste and in properly fitted clothing. This appearance is essential to a favorable impression with participants, guests, regulators, and Board members.

The attire that an employee wears to work should be based on the employee's role within the organization. Hence, different roles and positions will mandate different types of clothing.

Furthermore, Managers/Supervisors are responsible for enforcing dress and grooming standards established in their areas of responsibility that reflect a positive image of the Agency. An employee may be sent home (unpaid) to change the unacceptable attire.

If approved by the Manager/Supervisor, staff are permitted to wear Employ Milwaukee logo attire.

Wearing any of the following items is strictly prohibited:

1. Jeans of any sort and color, jean or denim skirts or jackets of any kind;
2. Halter tops, tank tops, jogging and sweat pants of any kind, t-shirts, belly shirts, cut off shirts, muscle shirts, sport related jerseys, strapless tops, spaghetti straps, biker shorts or stretch pants;
3. Tight or revealing apparel (no lower back, bare midriff, front or back);
4. Miniskirts, shorts, form fitting pants;
5. Tennis shoes, flip-flops, shower shoes, thong sandals;
6. Hats, skull caps, bandanas, and headscarves of any sort are prohibited for men and women; and
7. Clothing that is ripped, torn, or dirty, and/or displays logos or wording of alcohol beverages or illegal products, sex, violence, political statements, and profanity.

Should you have religious or medical reasons that warrant you to wear attire or any items otherwise prohibited by this policy, please speak with your Manager/Supervisor.

## OUTSIDE EMPLOYMENT AND ACTIVITIES

It is the policy of Employ Milwaukee to allow employees to engage in outside activities or hold other jobs, subject to certain restrictions as outlined under the 'Code of Ethics.'

Employees must notify and discuss the outside employment with their immediate Manager/Supervisor.

At no time may the resources or equipment of Employ Milwaukee be used for outside employment, activities, or interests without the written approval of the Chief Executive Office of Employ Milwaukee. If outside activity causes or contributes to job-related problems, it must be discontinued; and, if necessary, normal disciplinary procedures will be followed to deal with specific problems. Employees may not use paid sick time to work outside employment or to be involved in outside activities.

Employ Milwaukee requires that employees' activities and conduct away from the job must not compete or conflict with or compromise its interests, or adversely affect job performance and the ability to fulfill all responsibilities to Employ Milwaukee.

## SALES AND SOLICITATION

In order to prevent disruptions, interference with work and inconvenience to other employees, sales or solicitation for any cause, or distribution of non-work-related literature and goods of any kind, during working time is not permitted. "Working time" excludes authorized breaks or meal periods. Employees may not engage in solicitation of any kind, distribute literature of any kind, or goods during their working time or during the working time of the employee being solicited or receiving literature or goods.

Whether on working time or not, the employee may not distribute non-work-related literature of any kind or goods in work areas. The term "work areas" includes all places where the employee regularly works, confers or conducts business.

Solicitation and distribution of literature or goods, should only take place when an employee is off duty and off Agency premises. Persons not employed by the Agency may not solicit for any purpose or engage in distribution of literature of any kind or goods on the Agency's premises at any time.



“Soft-selling” of items for charitable or school purposes such as Girl Scout cookies, candy bars for schools, etc., will be allowed through “passive” solicitations by posting brochures/sign-up sheets for the non-profit or schools but verbally asking co-workers is not permitted.

#### SMOKE-FREE WORKPLACE POLICY

In accordance with Wisconsin’s Smoke-Free Workplace law (7-5-2010) it is illegal to smoke in any indoor place that employees enter carrying out their work duties such as office, work area, employee lounge, restroom, conference room, meeting room, classroom, elevator, stairway, lobby, common area, vehicle, cafeteria, or hallway. This policy applies to all employees, guests, visitors and participants.

All ‘front entrance’ outdoor areas are non-smoking areas.

The policy regarding smoking for those employees who work with participants under 18 years of age is: Shall not smoke or use tobacco products in front of participants. Employ Milwaukee will provide a variety of services to assist employees who desire to stop smoking, including providing information regarding smoking cessation clinics, the Employee Assistance Program (EAP), and referrals to other resources.

Staff adherence to this policy is a condition of employment, and any breach of the policy will lead to disciplinary action.

#### WHISTLEBLOWER POLICY

Employ Milwaukee will investigate any possible fraudulent or dishonest use or misuse of Agency resources or property by management, staff, volunteers, or Board members. Anyone found to have engaged in a fraudulent or dishonest conduct is subject to disciplinary action by the Agency up to and including civil or criminal prosecution when warranted.

If an employee wants to report any fraudulent or dishonest conduct, they should go to their immediate Manager/Supervisor. If it is about their immediate Manager/Supervisor, they should report it to Human Resources. If there is a potential conflict, report it to an Executives.

Retaliation against employees who raise concerns or questions about misconduct will not be tolerated.

## CODE OF ETHICS

The trust and respect of all people—employees, program participants, collaborative partners, strategic partners, the greater Milwaukee community, government entities, and the general public—are assets that cannot be purchased. They must be earned every day. This is why Employ Milwaukee must conduct all of its business according to the highest ethical, moral and legal standards.

The essence of this policy is that each employee will conduct Employ Milwaukee business with integrity, in compliance with applicable laws, and in a manner that excludes considerations of personal advantage.

Further, it is the policy of Employ Milwaukee to treat everyone in a fair and equitable manner. No person representing Employ Milwaukee shall take unfair advantage of any fellow worker, program participant, subcontractor, or representative of any concern with which we do business. Further, representatives of Employ Milwaukee will display dignity and courtesy in business dealings with those inside and outside Employ Milwaukee.

The resources of Employ Milwaukee, including its money, property, and the time and talent of its employees, are to be used for conducting the business of and meeting the needs of those served by Employ Milwaukee. These resources are to be handled prudently by those to whom they are entrusted. They most certainly are not to be diverted to the personal use of any representative of Employ Milwaukee.

The internal and external reporting and exchange of information is a critical part of the conduct of our business. All staff must be complete and accurate in our internal and external communication and take all practical steps to ensure that reliable information is provided by Employ Milwaukee.

All decisions made on behalf of Employ Milwaukee are to be made in the best interest of Employ Milwaukee, its employees, program participants, collaborative partners, strategic partners, the greater Milwaukee community, government entities, and the general public.

Thus the acceptance, in a business context, of gifts, loans, entertainment, personal favors of more than nominal value or anything that would influence a business decision, or appear to influence a business decision is prohibited.

No Employ Milwaukee asset can be used to support any political candidate. Furthermore, no employee of Employ Milwaukee shall coerce any employee, subcontractor or program participant to take any political action that is inconsistent with his personal beliefs.

In addition, employees will not campaign for themselves or others on Employ Milwaukee time, or using Employ Milwaukee's resources.

## CONFLICT OF INTEREST POLICY

It is the policy of Employ Milwaukee to prohibit its employees from engaging in any activity, practice, or conduct which conflicts with, or appears to conflict with, the interests of Employ Milwaukee.

Employees are expected to represent Employ Milwaukee in a positive and ethical manner and have an obligation both to avoid conflicts of interest and to refer questions and concerns about potential conflicts to their supervisor. Every year, all employees are required to sign a conflict of interest disclosure statement acknowledging their understanding of and adherence to this policy.

Every employee should avoid any activity in which his or her personal interests are at odds with Employ Milwaukee's interests. Any conflict of interest must be disclosed to Employ Milwaukee. Failure to do so may result in discipline, up to and including termination.

Employees are not to accept any employment relationship with any organization that does business with Employ Milwaukee. This prohibition on Employment includes serving as an advisor or consultant to any such organization, unless that activity is conducted as a representative of Employ Milwaukee.

- EMPLOYEE CONDUCT

On or off the job, employees are not, directly or indirectly, to engage in any conduct which is disloyal, disruptive, competitive, or damaging to Employ Milwaukee. Prohibited activity also includes any illegal acts in the restraint of trade.

Employees must disclose any financial interest they or their immediate family have in any firm that does business with Employ Milwaukee. Employ Milwaukee may require divestiture of such interest if it deems the financial interest to be in conflict with its best interests.

- GIFTS AND FAVORS

Employees and their immediate family are not to accept any favors or gifts of more than a nominal value or any discounts or loans from any person or firm having, or seeking to have a business relationship with Employ Milwaukee. The meaning of gifts for purposes of this policy includes, but is not limited to the acceptance of entertainment, free travel, meals and lodging.

Employees are not to give, offer, or promise, directly or indirectly, anything of value to any representative of any customer, potential customer, vendor, potential vendor, contractor, potential contractor or of a financial institution in connection with any transaction or business that Employ Milwaukee may have as a customer, potential customer, vendor, potential vendor, contractor, potential contractor, or financial institution. Employees are not to engage any firm who has a business relationship with Employ Milwaukee for work of a personal nature.

All employees must conduct their business in accordance with the highest ethical standards. No individual who represents or is employed by Employ Milwaukee shall engage in fraudulent behavior or make misrepresentations.

Employ Milwaukee requires that there be no conflict between the personal interest of employees and that of Employ Milwaukee. Employ Milwaukee expects all employees to be sensitive to the dangers presented by such conflicts, and to consult with Manager/Supervisors or other sources of advice when doubtful or confusing situations arise. The general rule for recognizing conflicts is that employees must avoid any activity that compromises their judgment, causes them to show undue favoritism to any party, or causes them to receive a benefit of any kind. Appropriate officers, Manager/ Supervisors and employees will be required at periodic intervals to certify compliance with these policies.

Strict adherence to this policy will protect Employ Milwaukee and its employees from criticism, litigation or embarrassment that might result from alleged or real conflicts of interest or unethical practices.

## 10. DISCIPLINARY PROCEDURES

It is the philosophy of Employ Milwaukee to make every effort to avoid involuntary termination of an individual's employment.

When an employee commits what Employ Milwaukee considers to be an offense, or has a work performance problem the employee will be subject to disciplinary action up to and including termination of employment. The intent of this procedure is to allow the employee to correct undesirable conduct or improve work performance without losing his/her employment.

However, Employ Milwaukee reserves the right to substitute steps of discipline, repeat steps, or fashion alternative corrective action after consideration of all pertinent facts. Discipline may consist of; a verbal warning, written warning, suspension or termination.

## 11. SUBSTANCE ABUSE TESTING POLICY/ASSISTANCE PROGRAM

Employ Milwaukee has a vital interest in maintaining a safe, healthful and efficient working environment for its employees, participants, volunteers and visitors. Illegal drugs and/or drug abuse (including alcohol abuse) poses a serious threat to the health and safety of the user and to others.

Illicit drugs and/or abuse (including alcohol abuse) will not be tolerated at Employ Milwaukee. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited by any employee at Employ Milwaukee. Also prohibited by Employ Milwaukee is reporting to work with a detectable level of an illegal drug, whether that illegal drug was used on or off premises and on or off duty. All applicants must pass a pre-employment drug test before beginning work or receiving a contingent offer of employment has been extended. Refusal to submit to testing will result in disqualification of further employment consideration

If there is reasonable suspicion to believe an employee has violated this policy and/or exhibits clear symptoms of being under the influence of drugs and/or alcohol, or if the employee is involved in an on-the-job accident, Employ Milwaukee reserves the right to require an employee be tested for illicit drug and/or alcohol usage. Refusal to submit to the test may result in termination. Violators of this policy may be subject to termination.

*Under no circumstances will the employee be allowed to drive him or herself to the testing facility. A member of management must escort the employee; the Manager/Supervisor will make arrangements for the employee to be transported home.*

Employees are subject to post-accident testing when they cause or contribute to accidents that damage an Employ Milwaukee vehicle, machinery, equipment, or property and/or result in an injury to themselves or another employee requiring off-site medical attention. A probable cause circumstance will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two (2) hours following the accident. *Under no circumstances will the employee be allowed to drive him or herself to the testing facility.*

Employees, who are under a physician's care, and who are taking controlled substances that could affect their performance, must report this treatment to their Manager/Supervisor.

Employees who are convicted for off-the-job drug activity will be considered to be in violation of this policy. Employees charged of any criminal drug violation in the workplace, or while on Agency business must immediately report such charge to their supervisor.

## PROHIBITED CONDUCT

Employ Milwaukee's Substance Abuse Policy prohibits a range of conduct, including, but not limited to, the following:

1. Use, possession, manufacture, distribution, dispensation, purchase or sale of alcohol or other drugs at Employ Milwaukee or on Employ Milwaukee business, or during working hours (except by, and in accordance with, Section III, below);
2. Storing in a locker, desk, automobile or other repository on Employ Milwaukee premises any alcohol or other drug (except by, and in accordance with, Section III below);
3. Refusing to provide, switching or adulterating any sample submitted for testing; and
4. Refusing consent to testing or to submit a breath, saliva and/or urine sample for testing when requested by management, or refusing to sign required test-related documents, including, but not limited to, authorization forms.

## AUTHORIZED USE OF PRESCRIBED MEDICINE

An employee who is taking prescription medication in accordance with a valid prescription is not in violation of this policy. Employees taking any medication which causes side effects should disclose the use of such medication and its side effects to their Manager/Supervisor.

## ALCOHOL AND CONTROLLED SUBSTANCES TESTING

Whenever Employ Milwaukee has reason to believe that an employee's work performance or on-the-job behavior may have been affected in any way by alcohol or other drugs, or that this Policy has otherwise been violated, Employ Milwaukee may require the employee to submit a breath, saliva, and/or urine sample for alcohol and/or drug testing.

Employ Milwaukee may require employees involved in work related accidents to undergo such testing for alcohol and other drugs. Testing will be completed as soon as possible following an accident.

The testing facility will afford applicants and employees subject to testing the opportunity, prior to testing, to list all prescription and non-prescription drugs they have used in the last thirty days and to explain the circumstances surrounding the use of such drugs.

Employ Milwaukee, prior to taking any action, will give any employee who tests positive an opportunity to explain the test results.

## CONSEQUENCES FOR VIOLATION OF POLICY

Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to re-apply/re-test in the future.

Employees who have tested positive, or otherwise violated this policy, are subject to discipline, up to and including termination.

Depending upon the circumstances and the employee's work history/record, Employ Milwaukee may offer an employee who violates this policy or tests positive the opportunity to return to work on a last chance agreement pursuant to mutually

acceptable terms. Employ Milwaukee also may include follow-up drug testing at times and frequencies determined by Employ Milwaukee for a minimum of one (1) year but not more than two (2) years, as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete their rehabilitation program or tests positive after completing the rehabilitation program, they will be subject to immediate termination from employment.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated.

*If the employee refuses to be tested yet it is believed they are impaired, under no circumstances will the employee be allowed to drive himself or herself home.*

## CONFIDENTIALITY

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the Medical Review Officer shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among the CEO and Manager/Supervisors on a need-to-know basis and may also be disclosed where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

## SEARCHES

Employ Milwaukee reserves the right to search an employee, the employer's locker, desk or other Employ Milwaukee property under the control of the employee, as well as the employee's personal effects or automobile on Employ Milwaukee property.

## ASSISTANCE IN OVERCOMING ALCOHOL OR DRUG ABUSE

Early recognition and treatment of alcohol or other drug abuse is important for successful rehabilitation and economic benefit to Employ Milwaukee and reduced personal, family, and social disruption. Employ Milwaukee is willing to provide assistance to those employees whose use of alcohol or other drugs may be the result of a problem such as alcoholism or chemical dependency, where employees voluntarily request assistance prior to being requested to undergo a drug or alcohol test. Such



employees will be allowed to use accrued paid time off or leave of absence and be referred to treatment providers.

Accordingly, Employ Milwaukee encourages all employees who may have a problem with substance abuse or alcoholism to obtain assistance in resolving the problem.

The decision of an employee to request assistance in dealing with an alcohol or drug abuse problem will not, by itself, jeopardize the employee's continued employment with Employ Milwaukee. Voluntary requests for assistance after discovery in violation of this Policy will not prevent disciplinary action. Treatment for drug and alcohol abuse is a covered benefit of Employ Milwaukee's health insurance policy. See the Human Resources Manager/Supervisor for details.

## INSPECTIONS

Employ Milwaukee reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas, and property that might conceal a drug, alcohol, or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including termination.

## CRIMES INVOLVING DRUGS

Employ Milwaukee prohibits all employees, including employees performing work under government contracts, from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on Employ Milwaukee premises or while conducting Employ Milwaukee business. Employ Milwaukee employees are also prohibited from misusing legally prescribed or OTC drugs. Law enforcement personnel shall be notified, as appropriate, where criminal activity is suspected.

Employ Milwaukee does not desire to intrude into the private lives of its employees, but recognizes that employee's off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, Employ Milwaukee reserves the right to take appropriate disciplinary action for drug usage/sale/distribution while off Employ Milwaukee premises. All employees who are convicted of, plead guilty to, or are sentenced for a crime involving an illegal drug are required to report the conviction, plea or sentence to Human Resources within five days. Failure to comply may result in automatic termination of employment. Cooperation in complying may result in

suspension without pay to allow management to review the nature of the charges and the employee's past record with Employ Milwaukee.

## CONTRACTORS

Contractors who will be working on Employ Milwaukee time or premises for an extended period will be required to subject their employees, who are assigned Employ Milwaukee work, to the prohibition and testing provisions of this Policy.



YOUR ACKNOWLEDGEMENT

I acknowledge all of Employ Milwaukee’s procedures, policies, practices, rules and regulations in this "Employee Handbook." I acknowledge that new Agency procedures, policies, practices, rules and regulations will be communicated to me during my employment. I acknowledge that I have received and reviewed the Agency's "Employee Handbook" and understand and accept the provisions contained herein. I further understand and accept that the terms described in the handbook may be altered, modified, changed or eliminated by the Agency at any time with or without prior notice.

I further understand that the Agency's handbook and any other provision contained herein do not constitute an employment contract, expressed or implied. My employment with Employ Milwaukee remains at-will, not for any definite time period, and I may be terminated by Employ Milwaukee with or without reason.

\_\_\_\_\_  
Employee Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Specialist

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

APPENDIX

Administrative Memos

17-1 Membership Request process ..... 55

18-1 Creation and Review of Public Documentation ..... 56



## Employ Milwaukee Administrative Memo

Issue Date:	4-19-17	#	17-1
Routing:	CEO	Ex. VP	CFO
	CPO	CMO	ALL STAFF

**TO:** Employ Milwaukee Staff

**FROM:** Scott Jansen, Executive Vice President

**RE:** Contribution, Sponsorship and Membership Request Review and Approval process

**PURPOSE:** To consistently evaluate requests for contributions, sponsorships or memberships and to ensure that agency expenditures conform to funding source allowable cost parameters.

**BACKGROUND:** Employ Milwaukee's funding sources, including the Wisconsin Department of Workforce Development (DWD) and the U.S. Department of Labor (DOL), stipulate rules for the usage of funds for workforce development purposes. These rules identify allowable costs to be incurred and/or expenses to be reimbursed. Employ Milwaukee receives requests from external parties and community stakeholders for the purchase of memberships, event tickets, sponsorships or contributions. In addition, Employ Milwaukee staff may become aware of a sponsorship or membership opportunity which they believe to be of value to the agency.

**ANALYSIS:** In order to objectively evaluate and prioritize allowable membership, sponsorship and contribution opportunities, and to comply with expenditure restrictions set forth by Employ Milwaukee's funding sources, it is recommended that all such requests be reviewed by the Chief Financial Officer (CFO) to determine whether the request is an allowable expense or if agency discretionary funding are available for use. If the request is deemed an allowable expense or discretionary funds are available, the request should be reviewed by the agency Executive Team to prioritize opportunities and commitments. Until Executive Team approval is received, no employee should commit agency resources to funding requests.

**POLICY:** Effective immediately, the following process must be followed prior to requesting payment for memberships, events, and sponsorships:

1. All requests are emailed to the Chief Financial Officer with an attachment or one paragraph description from the EMI employee who received the request.
2. Chief Financial Officer will review the requests to see if the costs are allowable or if discretionary funding is available.
3. The Executive Team will review requests approved by the CFO to determine value.
4. If approved by E-Team, the agency requestor may prepare a payment request and notify the organization of Employ Milwaukee's intent to fund.
5. The Director of Research and Planning will forward information for inclusion in the Stakeholder Inventory spreadsheet to document and aid in future planning.

**CONTACT:** Patti Porth, Chief Financial Officer, [Patti.Porth@employmilwaukee.org](mailto:Patti.Porth@employmilwaukee.org)

**ATTACHMENTS:** N/A



## Employ Milwaukee Administrative Memo

Issue Date:	2-8-18	#	18-1
Routing:	CEO	Ex. VP	CFO
	CPO	CMO	ALL STAFF

**TO:** Employ Milwaukee Staff

**FROM:** Scott Jansen, Executive Vice President

**RE:** Creation and Review of Public Documentation

**PURPOSE:** To ensure that all public documents contain appropriate Equal Opportunity and Civil Rights language.

**BACKGROUND:** Employ Milwaukee's funding sources, including the Wisconsin Department of Workforce Development (DWD) and the U.S. Department of Labor (DOL), require that documents that are provided to the public reference the public's civil and equal opportunity rights.

**ANALYSIS:** To ensure that all documentation disseminated by Employ Milwaukee complies with Equal Opportunity and Civil Rights laws, a review by designated experts must be conducted.

**POLICY:** All documents created that could/will be distributed to the public, must be reviewed by the Compliance Team and/or the Employ Milwaukee EEO Officer for appropriate Equal Employment Opportunity and Civil Rights language prior to distribution.

Applicable documents include, but are not limited to:

- ✓ Brochures/ Flyers/ Posters
- ✓ Public notices and/or advertisements
- ✓ Website postings or website uploads of documents
- ✓ Vital documents for participants
- ✓ Board Minutes
- ✓ Email correspondence
- ✓ Annual Reports

Plans for document production must incorporate time for this review.

Documents must be sent directly to Employ Milwaukee Compliance Manager, Elizabeth Jankowski, at [Elizabeth.Jankowski@employmilwaukee.org](mailto:Elizabeth.Jankowski@employmilwaukee.org)

If you have questions as to whether a document requires review before publishing please contact Elizabeth Jankowski at 414-270-1759.

**CONTACT:** Elizabeth Jankowski, Contracts and Financial Compliance Manager,  
[Elizabeth.Jankowski@employmilwaukee.org](mailto:Elizabeth.Jankowski@employmilwaukee.org)

**ATTACHMENTS:** N/A

Earl Buford, President and CEO  
Employ Milwaukee  
2342 North 27th Street  
Milwaukee, WI 53210  
Phone: (414) 270-1700  
Fax: (414) 225-2375  
Website: <http://www.employmilwaukee.org>



## Attachment E

Tom Barrett, Mayor, City of Milwaukee  
**Chief Elected Official**

Don Layden  
**Chair**

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### EMPLOY MILWAUKEE BOARD OF DIRECTORS

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**Tom Barrett**, Mayor of Milwaukee, Designated Chief Elected Official of Employ Milwaukee

**Don Layden**, Baird Venture Partners, Chair of Employ Milwaukee

**Earl Buford**, President and Chief Executive Officer of Employ Milwaukee

Griselda Aldrete, Hispanic Professionals of Greater Milwaukee

Kimber Bartosiak, WE Energies

Dan Buehrle, Principal Financial Wisconsin Business Center

Dan Bukiewicz, Building and Construction Trades Council

Carol Burgett, WI Department of Workforce Development, Division of Employment and Training

Brigadier General (Ret.) Robert Cocroft, Center for Veterans Issues

Lea Collins-Worachek, WI Department of Workforce Development, Division of Vocational Rehabilitation

Carla Cross, Cross Management Services, Inc.

Randy Crump, Prism Technical Management and Marketing Services

Alicia Dupies, Milwaukee Bucks

Mike Fabishak, Association of General Contractors

Pam Fendt, Laborers' International Union of North America (LIUNA), Local Number 113

Andres Gonzalez, Froedtert Health Care

Ossie Kendrix, African American Chamber of Commerce

John Kissinger, GRAEF

Gene Manzanet, PNC Bank

Dr. Vicki Martin, Milwaukee Area Technical College (MATC)

Lupe Martinez, United Migrant Opportunity Services (UMOS) Corporation

Ted Matkom, Gorman and Company, Inc.

Dr. Mark Mone, University of Wisconsin-Milwaukee

Darryl Morin, Advanced Wireless

Lois O'Keefe, Mayoral Appointee

Alan Perlstein, Midwest Wisconsin Energy Research Consortium (M-WERC)

David Pifer, Legal Action of Wisconsin

Lauri Rollings, Plumbing Mechanical Sheet Metal Contractors' Alliance

Karen Spindler, Duracell

Rhonda Taylor-Parris, Aurora Health Care

Wallace White, W2Excel

Patricia Woodard, WI Department of Workforce Development, Division of Unemployment Insurance

Wade Woodworth, Milwaukee Job Corps Center

Stephen Xiong, Catholic Charities



## **Conflict of Interest Policy**

**Adopted June 10, 2010**

### **SECTION 1. PURPOSE**

The Milwaukee Area Workforce Investment Board, Inc. (“MAWIB”) is a nonprofit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for public support. The IRS as well as state regulatory and tax officials view MAWIB’s operations as a public trust, which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public. The purpose of this conflict of interest policy is to protect MAWIB’s tax-exempt interest status and preserve the public trust.

The board, officers and management employees have the responsibility of administering the affairs of MAWIB honestly and prudently, and of exercising their best care, skill and judgment for the sole benefit of the organization. Those persons shall exercise good faith in all transactions involved in their duties and they shall not use their positions with MAWIB or knowledge gained therefrom for their personal benefit. The interests MAWIB must be the first priority in all decisions and actions taken on its behalf.

### **SECTION 2. PERSONS CONCERNED**

This statement is directed not only to directors and officers, but to all employees who can influence the actions of MAWIB. For example, this would include all who make purchasing decisions, all persons who might be described as “management personnel,” and anyone who has proprietary information concerning MAWIB.

### **SECTION 3. AREAS IN WHICH CONFLICT MAY ARISE**

Conflicts of interest may arise in the relations of directors, officers and management employees with any of the following third parties:

1. Persons and firms supplying goods and services to MAWIB.
2. Persons and firms from whom MAWIB leases property and equipment.
3. Persons and firms with whom MAWIB is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities or other property.
4. Competing or affinity organizations.
5. Donors and others supporting MAWIB.
6. Agencies, organizations and associations which affect MAWIB’s operations.
7. Family members, friends and other employees.

### **SECTION 4. FINANCIAL INTERESTS**

A conflict of interest is generally defined as a financial interest, direct or indirect, with any person or firms mentioned in Section 3. Such an interest might arise through:

1. Owning stock or holding another proprietary interest in any third party dealing with MAWIB.
2. Holding office, serving on the board, participating in management or being otherwise employed (or formerly employed) with any third party dealing with MAWIB.
3. Receiving remuneration for services with respect to individual transactions involving MAWIB.
4. Using MAWIB's time, personnel, equipment, supplies or goodwill for other than MAWIB – approved activities, programs and purposes.
5. Receiving personal gifts or loans from third parties dealing or competing with MAWIB. Receipt of any gift is disapproved except gifts of a value of less than \$50. No personal gift of money should ever be accepted.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if after full disclosure, the appropriate governing board or committee decides that a conflict of interest exists.

The lists provided in Section 3 and Section 4 are not intended to be exhaustive. Conflicts might arise in other areas or through other relations. These lists are provided to assist directors, officers and management employees in recognizing potential conflict areas by analogy.

## **SECTION 5. DISCLOSURE POLICY AND PROCEDURE**

It is the policy of the board that the existence of any of the interests described in Section 4 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the board, officers and management employees to scrutinize their transactions and outside business interest and relationships for potential conflicts and to immediately make such disclosures.

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

1. The conflicting interest is fully disclosed;
2. The person with the conflicting interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The board determines that the transaction is in the best interest of the organization.

Disclosure by a managing employee should be made to the chief executive officer (or if he/she is the one with the conflict, then to the board chair), who shall bring the matter to the attention of the board or duly appointed committee. Disclosure involving directors should be made to the board chair (or if he/she is the one with the conflict, then to the board vice-chair) who shall bring these matters to the board or duly appointed committee.

The board or duly appointed committee shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair and reasonable to MAWIB. The decision of the board or duly appointed committee on these matters will rest in their sole discretion and their concern must be directed to MAWIB's best interests and the

advancement of its purposes. The minutes of the board or governing committee meeting at which a transaction is decided upon shall contain:

1. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest and any action taken to determine whether a conflict of interest was present and the board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement and a record of any vote taken in connection with the proceedings.

## **SECTION 6. ANNUAL DISCLOSURE**

Each director, officer and management employee shall annually sign a statement which affirms such person has read and understand the conflicts of interest policy and agrees to comply with its terms. In addition, each director, officer and management employee shall complete a conflict of interest disclosure statement.

## **SECTION 7. COMPENSATION**

A voting member of the board who receives compensation, directly or indirectly, from MAWIB for services is precluded from voting on matters pertaining to that member's compensation.

A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly from MAWIB for services is precluded from voting on matters pertaining to that member's compensation.

No voting member of the board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from MAWIB, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

## **SECTION 8. VIOLATIONS OF CONFLICTS OF INTEREST POLICY**

If the board or duly appointed committee has reasonable cause to believe an officer, director or management employee has failed to disclose actual or possible conflicts of interest, it shall inform the individual of the basis for such belief and afford the individual an opportunity to explain the alleged failure to disclose. If, after hearing the individual's response and after making further investigation as warranted by the circumstances, the board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**SECTION 9. PERIODIC REVIEW**

To ensure that MAWIB operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

1. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
2. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or an excess benefit transaction.

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Tom Barrett, Mayor, City of Milwaukee  
**Chief Elected Official**

Don Layden  
**Chair**

## 2018 SCHEDULE OF BOARD AND COMMITTEE MEETING DATES

MEETING TYPE	LOCATION	2018 MEETING DATES
<b>BOARD OF DIRECTORS</b> Quarterly – 2 <sup>nd</sup> Thursday 8:30 – 10:00 a.m.	ROTATING	March 15 June 14 September 13 December 13
<b>EXECUTIVE COMMITTEE</b> Quarterly Thursdays 10:00 – 11:30 a.m.	Employ Milwaukee Offices 2338 N. 27 <sup>th</sup> Street Room 116	March 1 May 31 August 30 November 29
<b>PERSONNEL, FINANCE &amp; AUDIT COMMITTEE</b> Quarterly Thursdays 8:30 – 10:00 a.m.	Employ Milwaukee Offices 2338 N. 27 <sup>th</sup> Street Room 116	March 1 May 31 August 30 November 29
<b>PROGRAM COMMITTEE</b> Quarterly - 3 <sup>rd</sup> Wednesday 9:00 – 10:30 a.m.	Employ Milwaukee Offices 2338 N. 27 <sup>th</sup> Street Room 116	February 21 May 16 August 15 November 21
Meetings for WDB Committees not listed will be scheduled following the June Board of Directors meeting.		

If you need this printed material interpreted to a language you understand or in a different format, or if you require other accommodations, please contact Sharron Briggs ([Sharron.Briggs@employmilwaukee.org](mailto:Sharron.Briggs@employmilwaukee.org) or 414-270-1729).  
 Deaf, hearing or speech impaired callers may reach us by the Wisconsin Relay number 711.



**SEVENTH AMENDED & RESTATED BYLAWS**

**OF**

**EMPLOY MILWAUKEE, INC.**

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## **SEVENTH AMENDED & RESTATED BYLAWS OF EMPLOY MILWAUKEE, INC.**

### **ARTICLE I. THE CORPORATION**

#### **Section 1.1 Authority**

Employ Milwaukee, Inc. (the "Corporation") is a nonstock, nonprofit corporation organized under the laws of the State of Wisconsin, including Wisconsin Statutes Chapter 181 (The Wisconsin Non-Stock Corporation Law). Except as otherwise provided in the Articles of Incorporation of the Corporation (the "Articles"), the Corporation shall have all the authority necessary to achieve its purposes and shall be permitted to do all things that can be done by a nonstock, nonprofit corporation which is organized under the laws of the State of Wisconsin, and exempt from federal income taxation under §501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code").

#### **Section 1.2 Corporate Offices**

The principal office of the Corporation shall be 2342 N. 27th Street, Milwaukee, Wisconsin 53210, or such other location as may be determined by the Board of Directors ("Board") from time to time. The Corporation shall have and continuously maintain in this State a principal office and a registered agent whose office address may be, but need not be, identical with such principal office. The Corporation may have other offices within the State of Wisconsin, as the Board may determine.

#### **Section 1.3 Purposes**

The Corporation is organized and shall be operated exclusively for the strategic purposes set forth in the Articles and the Workforce Innovation and Opportunity Act, 29 U.S.C. 3101 et seq. (public law 113-128) ("the Act"). In the event of a conflict between the terms and provisions of these Bylaws and those of the Act, the terms and provisions of the Act shall govern. The Corporation shall serve the workforce development needs of the Wisconsin Workforce Development Area (WDA) 2, the boundaries of which are those of Milwaukee County. As a local Workforce Development Board authorized by the Act, the Corporation shall serve the following purposes outlined in 20 CFR §679.300:

(a) Provide strategic and operational oversight in collaboration with the required and additional partners and workforce stakeholders to help develop a comprehensive and high-quality workforce development system in the local area and larger planning region;

- (b) Assist in the achievement of the State's strategic and operational vision and goals as outlined in the Combined WIOA State Plan; and
- (c) Maximize and continue to improve the quality of services, customer satisfaction, effectiveness of the services provided.

## Section 1.4 Lawful Activities

The Corporation may apply for and receive grants, donations and contributions from public and private entities; own property, incur indebtedness, invest funds, contract in the name of the Corporation; employ administrative staff and conduct business operations; and exercise all powers conferred upon a Wisconsin non-stock, non-profit corporation. Consistent with its lawful purposes, the Corporation shall act as the recipient, dispenser and administrator of funds under and pursuant to the intent and purposes of the Act. Notwithstanding any other provisions of the Articles, the Corporation shall carry only activities permitted to be carried on: (a) by a corporation exempt from Federal Income tax under §501(c)(3) of the Code; and (b) by a non-private foundation within the meaning of §509(a)(1) and §170(b)(1)(A)(vi) of the Code, contributions to which are deductible under §170 of the Code, other than as an insubstantial part of its activities as permitted by the Code.

## ARTICLE II. MEMBERS

### Section 2.1 No Members

The Corporation shall have no members.

## ARTICLE III. BOARD OF DIRECTORS

### Section 3.1 Powers

Subject to the limitations of the Articles, these Bylaws and state and federal law, the affairs of the Corporation shall be managed by or under the direction of its Board. The Board shall have full power and authority to perform any and every lawful act deemed necessary or proper to carry out the purposes of the Corporation. The Board shall have the power to enact, maintain and enforce, and amend, alter and repeal, all suitable lawful resolutions, rules and regulations for the governance of the Corporation and perform other acts not inconsistent with state and federal law, funding source regulations, these Bylaws, or the Articles.

### Section 3.2 Number, Qualifications, Appointment, Terms, Resignation and Removal, Vacancies

(a) **Number.** The number of Directors shall be a minimum of twenty-five (25) and maximum of forty (40).

(b) **Qualifications, Nominations, Method of Appointment.** The Directors shall be appointed pursuant to that certain Workforce Development Consortium Agreement (Workforce Development Area # 2) dated as of December 11, 2017 and in accordance with the Act, and the Workforce Development Memorandum of Agreement between the Consortium (as defined therein) and Employ Milwaukee, Inc., dated as of December 11, 2017 as each may be amended from time to time. Members of the Board ("Directors") shall be selected in accordance with criteria established under the Act and related state policy issued by the Wisconsin Department of Workforce Development. The membership shall be comprised of a majority business representatives, twenty percent (20%) workforce representatives, education and training representatives, and government and economic and community development representatives; and may include other representatives as the Consortium and its Designated CEO (as defined in the Workforce Development Consortium Agreement) deem appropriate. The Corporation shall recruit nominations for vacancies from nominating entities deemed appropriate by the Act or State policy. Nominations shall be shared with the Consortium and its Designated CEO upon receipt by the Corporation's President (the "President").

(c) **Term of Office.** The term of each Director shall be between one (1) and three (3) years. The terms of Directors shall be staggered, so that approximately one third (1/3) of the Directors' terms expire each year. The Corporation shall advise the appointing authority on the length of term for new appointments to ensure such proportion.

(d) **Resignation or Removal.** A Director may resign at any time by filing a written resignation with the Secretary. A Director may be removed without cause by the appointing authority. In that event, the person removing the Director shall give written notice of the removal to such Director and the President. In Addition, a Director maybe removed for cause upon the affirmative vote of a majority of the Directors then in office.

(e) **Change in Director's Qualifications.** A Director whose employer, job title or geographic location changes shall notify the President immediately. In such an event, the Corporation shall determine whether the Director can continue to serve in the capacity in which he/she was appointed within ten (10) business days. If the Director is deemed by the Corporation to be unable to continue serving in such capacity, the position shall be considered vacant.

(f) **Vacancy.** The President shall notify the Designated CEO within ten (10) business days of such determination in order to ensure a prompt nomination to fill the vacancy. A vacancy on the Board shall be filled by the Designated CEO for the unexpired portion of such Director's term.

(g) **Designees.** A Director may appoint a designee to act for the Director at a particular meeting of the Board, a Committee or a Work Group by notifying the President in writing.

- i. If the designee is acting for a business representative, he or she must have optimum policy-making authority.
- ii. Other designees must have demonstrated experience and expertise and optimum policy-making authority.

### Section 3.3 Honorary Directors

Directors who have served at least one full term, or as otherwise approved by the Board, shall be eligible to become Honorary Directors after cessation of service as a Director. In addition, the Chairperson may appoint other individuals with demonstrated experience or expertise to serve as Honorary Director, with the approval of the Board. All Honorary Directors shall serve on an annual basis. Honorary Directors shall be entitled to attend all meetings of the Board and its committees, at which they may contribute their viewpoints and opinions; however, Honorary Directors shall not be entitled to vote. No meeting of the Board, regular or annual, shall be considered void for failure to give proper notice to Honorary Directors.

### Section 3.4 Meetings, Notice, Quorum, Voting

(a) **Annual Meetings.** There shall be a regular annual meeting of the Board at the office of the Corporation during the fourth quarter of the calendar year, or at such other place and time as may be designated by the Chairperson.

(b) **Regular Meetings.** Regular meetings of the Board shall be held as called by the Chairperson or President.

(c) **Special Meetings.** Special meetings of the Board may be called by the Chairperson, President, or a majority of the Directors then in office.

(d) **Notice.** Notice of the date, time and place of any meeting of the Board shall be given to each Director by email at least forty-eight (48) hours prior thereto, or unless a different time shall be required by law. A Director may waive notice of any meeting in writing, signed at any time before or after the time of the meeting and delivered to the Corporation for filing in the Corporate records. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends the meeting for the express purpose of

objecting to the transaction of any business because the meeting is not lawfully called or convened. Meetings of the Board shall be open to the public. Public notice of such meetings shall be provided and such meetings shall be conducted in accordance with Wis. Stat. §19.84 or any successor statute.

(e) **Participation by Electronic Means.** Any one or more Directors may participate in, and shall be deemed present at, any meeting conducted by means of communication whereby all participating Directors may simultaneously hear each other during the meeting.

(f) **Quorum.** At least one-third (1/3) of Directors then in office shall constitute a quorum of the Board, but a majority of the Directors present at a meeting, though less than such quorum, may adjourn the meeting from time to time without further notice.

(g) **Action.** At each meeting of the Board, each Director shall be entitled to cast one (1) vote on all matters presented to the Board for its approval. Properly appointed designees may cast one (1) vote but no proxy votes shall be permitted. The act of a majority of Directors in attendance at a meeting at which a quorum is present shall be the act of the Board, except to the extent that a greater number is required by law, the Articles or these Bylaws.

(h) **Sunshine Provisions.** The Corporation shall comply with the “Sunshine Provision” in §107(e) of the Act as outlined in 20 CFR §679.390, by making information about the activities of the Corporation, including the Local WIOA Plan, WDB membership list, selection of One-Stop Operators, awards of grants or contracts to WIOA providers, minutes of formal meetings, and the Corporation’s bylaws, available to the public. In addition, the Corporation shall comply with the “Wisconsin Public Records Law”, Wis. Stat. §19.21 et. Seq.

### Section 3.5 Authority of Board

The Board shall maintain authority over all of the following matters, and no such matter shall become effective without the prior approval of the Board:

- (a) Amendment or restatement of the Articles or these Bylaws.
- (b) Annual election of Officers of the Corporation.
- (c) Annual ratification of individuals appointed by the Chairperson to comprise the Committees of the Board and approval of Committee charters delegating authority to Committees.

(d) Ratification of individuals appointed by the Chairperson to comprise the Work Groups of the Board, and the purposes and timelines for accomplishment of related responsibilities.

(e) Sale, lease, exchange or other distribution of substantially all of the property or assets of the Corporation other than in the usual and regular course of business.

(f) Except as otherwise expressly provided in these Bylaws, authorization to bind the Corporation by any contract or engagement; pledge the Corporation's credit; render the Corporation liable for any purpose in any amount; contract for loans; and/or issue any evidence of indebtedness in the name of the Corporation.

(g) Any other matters as may be specifically reserved by Board action.

### Section 3.6 Reimbursement of Expenses

Upon resolution of the Board, any one or more Directors may be paid or reimbursed for reasonable expenses incurred on behalf of the Corporation. Except as specifically provided in these Bylaws or as otherwise determined by the Board, no Director shall receive any other compensation or reimbursement for his or her services as a Director or Committee member.

### Section 3.7 Workforce Responsibilities of Directors

Directors shall actively participate in convening the workforce development system's stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities. The President shall ensure that every Director receives a Governance Binder, receives informational updates from Corporation staff at meetings, and reviews collateral materials developed by the Corporation, to aid Directors in meeting participation requirements of 20 CFR §679.310(g)(6).

## ARTICLE IV. COMMITTEES, WORK GROUPS

### Section 4.1 Executive Committee

(a) **Composition.** The Executive Committee shall be comprised of Directors who serve as Officers of the Corporation and the chairs of Committees of the Board. The Chairperson shall serve as the chairperson of the Executive Committee.

(b) **Authority and Responsibility.** The Executive Committee shall have and may exercise the authority of the Board between meetings of the Board, except as authority is



reserved exclusively to the Board as provided in Section 3.5 hereof. Notwithstanding the foregoing, the Executive Committee shall have the authority to approve programmatic contracts. The Executive Committee shall have the authority to take action in other matters pertaining to contracting, program-related expenditures, and the financial interests of the Corporation. The actions of the Executive Committee shall be reported to the Board at the Board's next meeting.

(c) **Meetings.** The Executive Committee shall hold meetings as called by the Chairperson or President.

## Section 4.2 Personnel, Finance, and Audit Committee

(a) **Composition.** The Chairperson shall appoint at least three (3) Directors to comprise the Personnel, Finance and Audit Committee and shall appoint other individuals who are not Directors who have demonstrated experience and expertise as specified in the Act. The number of Committee Members and the individuals appointed by the Chairperson shall be subject to the approval of the Board. The Treasurer shall serve as the chairperson of the Personnel, Finance and Audit Committee, subject to approval of the Board.

(b) **Authority and Responsibility.** The Personnel, Finance and Audit Committee shall establish compensation and benefit plans, evaluate performance of senior executives, advise management on significant human resource matters, periodically review the financial condition of the Corporation, approve the Corporation's annual audit, and perform other duties delegated by the Board. The Personnel, Finance and Audit Committee shall recommend financial, risk management and privacy policies and shall ensure that appropriate internal controls are exercised in the Corporation's operations. The Committee shall monitor and ensure that the financial interests of the Corporation have been provided for and attended to. The Committee shall ensure that the authorized body approving compensation arrangements meets the rebuttable presumption test of IRC §4958 and 26 CFR §53.4958-6. The actions of the Personnel, Finance, and Audit Committee, shall be reported to the Board at the Board's next meeting.

(c) **Meetings.** The Personnel, Finance and Audit Committee shall hold regular meetings at least twice annually, and special meetings as determined by the Treasurer.

## Section 4.3 Program Committee

(a) **Composition.** The Chairperson shall appoint at least three (3) Directors to comprise the Program Committee and shall appoint other individuals who are not Directors who have demonstrated experience and expertise as specified in the Act. The number of Committee Members and the individuals appointed by the Chairperson shall be subject to the approval of

the Board. The Chairperson shall appoint a Director to serve as chairperson of the Program Committee, subject to the approval of the Board.

(b) **Authority and Responsibility.** The Program Committee shall review, evaluate, and recommend programmatic proposals, contracts, and policies. Any such recommendations may be presented to the Executive Committee for approval when acting between Board meetings. The actions of the Program Committee shall be reported to the Board at the Board's next meeting.

(c) **Meetings.** The Program Committee shall hold regular meetings at least four times annually and special meetings as determined by its chairperson.

#### Section 4.4 Governance, Compliance and Nominating Committee

(a) **Composition.** The Chairperson shall appoint at least three (3) Directors to comprise the Governance, Compliance and Nominating Committee, and shall appoint other individuals who are not Directors who have demonstrated experience and expertise as specified in the Act. The number of Committee Members and the individuals appointed by the Chairperson shall be subject to approval of the Board. The Chairperson shall appoint a Director to serve as chairperson of the Governance, Compliance and Nominating Committee, subject to the approval of the Board.

(b) **Authority and Responsibility.** The Governance, Compliance and Nominating Committee is responsible for the status of compliance with laws and regulations affecting the Corporation's operations, including the Act, Wisconsin Non-Stock Corporation Law, and Internal Revenue Code. The Committee shall, at the request of the Designated CEO, assist in identification, screening and interview of potential candidates, for appointment to the Board in accordance with the Act. The Committee shall conduct an annual review of governing documents, as well as the Corporation's Conflict of Interest Policy, policies pertaining to ethics, codes of conduct, whistleblowers, document retention and destruction, and other policies. The Committee shall present a compilation of those policies requiring Board oversight and approval to the Board annually for consideration and disclosure of interests and shall apprise the Board on best governance practices. The Committee shall develop, implement and monitor Board policy for reports to all Committees, Work Groups or for other advisory groups. The actions of the Governance, Compliance and Nominating Committee shall be reported to the Board at the Board's next meeting.

(c) **Meetings.** The Governance, Compliance and Nominating Committee shall hold regular meetings at least three times annually and special meetings as determined by its chairperson.



## Section 4.5 Youth Committee

(a) **Composition.** The Chairperson shall appoint at least three (3) Directors to comprise the Youth Committee and shall appoint other individuals who are not Directors who have demonstrated experience and expertise as specified in the Act. The number of Committee Members and the individuals appointed by the Chairperson shall be subject to approval of the Board. The Chairperson shall appoint a Director to serve as chairperson of the Youth Committee, subject to the approval of the Board. As required by 20 CFR §681.110, the Youth Committee shall also include members of community-based organizations with a demonstrated record of success in serving WIOA-eligible youth and other individuals with appropriate expertise and experience who are not Directors. Committee Members may represent agencies such as secondary and postsecondary education, training, health, disability, mental health, housing, public assistance, and justice, or be representatives of philanthropic or economic and community development organizations, and employers, and may be parents and youth.

(b) **Authority and Responsibility.** The Youth Committee shall assess the needs of the youth populations as they relate to future workforce preparation, and encourage the coordination of services, activities, and support that enable youth to successfully attain their career goals. The Youth Committee shall make policy recommendations for and assist in the oversight and accountability of WIOA-supported youth programs, as allowed by 20 CFR §681.120. The actions of the Youth Committee shall be reported to the Board at the Board's next meeting.

(c) **Meetings.** The Youth Committee shall hold regular meetings at least twice annually and special meetings as determined by its chairperson.

## Section 4.6 Other Committees

The Corporation may have such other Committees as may be established by the Board of Directors. The Chairperson and at least three (3) Directors comprise each such Committee and may appoint other individuals who are not Directors who have demonstrated experience and expertise as specified in the Act. The number of Committee Members and the individuals appointed by the Chairperson shall be subject to the approval of the Board. The Chairperson of the Board shall appoint Directors to serve as chairpersons of such Committees, subject to the approval of the Board. Any Committee so appointed has such powers and authority as are explicitly delegated by the Board, subject in all cases to the Board's reservation of powers in Section 3.4 hereof. The actions of such Committees shall be reported to the Board at the Board's next meeting.

## Section 4.7 Work Groups

The Corporation may, through Board resolution, establish Work Groups, for projects with definitive start and end dates, normally one (1) year or less. Each Work Group shall consist of at least three (3) Directors. The Chairperson shall appoint individuals to comprise each Work Group, and individuals to serve as chairpersons, subject to the approval of the Board. Any Work Group so appointed has such powers and authority as are explicitly delegated by the Board, subject in all cases to the Board's reservation of powers in Section 3.4 hereof. The actions of such Work Groups shall be reported to the Board at the Board's next meeting.

## Section 4.8 Quorum, Voting

A majority of the members then serving shall constitute a quorum of a Committee or Work Group, but a majority of Committee or Work Group members present at a meeting, though less than such quorum, may adjourn the meeting from time to time without further notice. The act of a majority of Committee or Work Group members in attendance at a meeting at which a quorum is present shall be the act of the Committee or Work Group. Committees and Work Groups shall document meetings in minutes within thirty (30) days of the meeting.

# ARTICLE V. OFFICERS

## Section 5.1 Selection, Term, Resignation and Removal of Officers

(a) **Officers.** The Officers of the Corporation shall consist of the Chairperson, a Vice Chairperson, Secretary, Treasurer, and President. Any two or more offices may be held by the same person, except that the individual serving as Secretary may not concurrently serve as either the Chairperson or President. Other Officers and/or Assistant Officers may be elected by the Board as it deems necessary.

(b) **Election and Term.** The Officers of the Corporation shall be elected by a majority vote of the Board at each annual meeting of the Board, except that the President shall be appointed by the Designated CEO and that the Chairperson, for purposes of continuity, shall be elected biennially. The Chairperson must be elected from the business representatives on the Board in accordance with the Act. Officers shall serve terms of one (1) year, or in the case of the Chairperson two (2) years, or until their respective successor has been duly elected by the Board, unless such officer dies or is removed as hereinafter provided. Terms shall begin immediately following the annual meeting at which such Officers are elected. Officers shall be elected by the Board from among those individuals who have been selected to serve as the Directors for such time period. The Designated CEO shall request nominations for Officers from

the Directors at the Corporation's Annual Meeting. Any Officer may serve an unlimited number of consecutive terms in the same office.

(c) **Resignation or Removal.** Any Officer may resign at any time by filing a written resignation with the Chairperson, with a copy to the Secretary. Any Officer may be removed with or without cause upon the affirmative vote of a majority of Directors then in office.

(d) **Vacancy.** In case of a vacancy arising during the year in any office, by resignation or for any other reason, the Board shall fill such vacancy for the unexpired portion of the Officer's term no later than the next regularly scheduled Board meeting.

## Section 5.2 Duties

(a) **Chairperson.** The Chairperson shall preside at all meetings of the Board and the Executive Committee, and shall perform all business and duties customarily pertaining to the office of the Chairperson and such other duties as he or she may be directed to perform by the Board.

(b) **Vice Chairperson.** The Vice Chairperson shall perform the duties of the Chairperson of the Board in the absence of the Chairperson or in the event of inability or refusal to act, and when acting shall have all the powers of and subject to all the restrictions upon the Chairperson. The Vice Chairperson shall customarily serve as a successor to the Chairperson, subject to Board approval.

(c) **President.** The President shall be the Chief Executive Officer of the Corporation, shall be subject to the direction and control of the Board, and shall in general supervise and control all of the business and affairs of the Corporation. The President shall perform all duties incident to the office and such other duties as may be prescribed by the Board from time to time; provided, however, that the President may delegate such authority as he or she deems reasonably necessary. The President shall be responsible for the selection, general management, and supervision of such staff, agents, consultants, and professional services within the budget of the Corporation and consistent with the personnel policies adopted by the Board. The President shall have authority to sign all bank checks or orders for the payment of money, and all other documents of the Corporation as authorized by the Board. The President shall have the authority without Board approval, to execute: i) any contract valued at \$50,000 or less, subject to the procurement requirements of the funding source; and ii) any subcontract with a partner that is included in a grant award and approved by the funding source. The President may be appointed as a Director and, in such instances, shall abstain from votes on matters presented an actual or perceived conflict of interest, in accordance with section 10.1 herein and the Corporation's Conflict of Interest Policy.

(d) **Secretary.** The Secretary shall ensure that minutes are kept with respect to all proceedings of the Board. The Secretary shall perform such additional duties as may customarily pertain to the office of Secretary, or as may be directed by the President or by the Board.

(e) **Treasurer.** The Treasurer shall oversee the receipt and deposit of all funds of the Corporation in the depository institution(s) selected by the Board. The Treasurer shall perform such additional duties as may customarily pertain to the office of Treasurer, or as may be delegated or assigned by the President or the Board. The Treasurer shall have the authority to sign all bank checks or orders for the payment of money as authorized by the Board. The Treasurer shall serve as chairperson of the Personnel, Finance and Audit Committee, subject to the approval of the Board, and shall provide the Board an Annual Financial Statement following the close of each fiscal year.

## **ARTICLE VI. INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS**

### **Section 6.1 Indemnification**

The Corporation shall, to the maximum extent permitted under Wis. Stat. §181.0872, indemnify against liability and allow reasonable expenses of any person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director, Officer, Honorary Director or a Committee Member who is not a Director. A person who seeks indemnification shall make a written request to the Chairperson and President. Such right of indemnification shall inure to the benefit of the heirs, executors, administrators and personal representatives of such a person. This indemnification shall not occur in instances when a such person breached or failed to perform a duty that he or she owes to the Corporation and the breach or failure to perform constitutes a willful failure to deal fairly with the Corporation in connection with a matter in which the such person has a material conflict of interest, a violation or criminal law, a transaction from which personal profit or benefit was derived, or willful misconduct.

### **Section 6.2 Supplementary Benefits**

The Corporation may supplement the right of indemnification under Section 6.1 by the purchase of insurance, indemnification agreements, and advances for related expenses of any person indemnified.

## **ARTICLE VII. CORPORATE SEAL**

### **Section 7.1 No Corporate Seal**

The Corporation shall not have a corporate seal.

## **ARTICLE VIII. CORPORATE ACTS AND LOANS**

### **Section 8.1 Execution of Contracts and Instruments**

Except as otherwise provided in these Bylaws, the Board may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instruments in the name of and on behalf of the Corporation, and such authorization may be general or confined to specific instances. Except as so authorized, or as otherwise expressly provided in these Bylaws, no Director, Officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose in any amount.

### **Section 8.2 Loans**

No funded indebtedness shall be contracted on behalf of the Corporation and no evidences of such indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

## **ARTICLE IX. FISCAL MATTERS**

### **Section 9.1 Fiscal Year**

The fiscal year of the Corporation shall correspond to the Act fiscal year, which begins the first day of July through the last day of June the following year.

### **Section 9.2 Deposits**

All funds of the Corporation, not otherwise employed, or subject to immediate distribution, shall be deposited from time to time to the credit of the Corporation in such banks, savings and loan associations, trust companies or other depositories as the Board of Directors may select.

### Section 9.3 Checks, Drafts, Etc.

All bank checks and orders for the payment of money shall be signed or endorsed by the President, Vice President (if elected), or Treasurer; however, upon resolution, the Board may additionally authorize any officer or officers, agent or agents for such signature or endorsement. All other documents of the Corporation, including notes or other evidence of indebtedness issued in the name of the Corporation, shall be signed or endorsed by the President as authorized by the Board.

### Section 9.4 Books and Records

The Corporation shall keep correct and complete books and records of account and shall also keep Minutes of the proceedings of the Board of Directors, Committees and Work Groups. The Corporation shall file an annual report with the Wisconsin Department of Financial Institutions as required by Wis. Stat. §181.1622.

## ARTICLE X. CONFLICTS OF INTEREST

### Section 10.1 Interest of Directors and Others

No Director, Committee or Work Group member shall cast a vote on a contract or transaction between the Corporation and such person, or any entity in which such person is a director or officer or has a material financial interest or any matter which would provide direct financial benefit to such person. Subject to the provisions of the Act, Code, Articles, Wis. Stat. §181.0831, Bylaws, State of Wisconsin Department of Workforce Development policy, the Corporation's Conflict of Interest Policy, and the Workforce Development Memorandum of Agreement between the Consortium and Employ Milwaukee, Inc., described in Section 3.2(b) hereof, the Corporation may enter into any contract or transaction with one or more of its Directors, Officers, or Committee members on the condition that:

(a) The material facts as to the relationship of the interest to the contract or transaction are disclosed or are known to the Board.

(b) The Board in good faith authorized the contract or transaction by the affirmative vote of a majority of the disinterested Directors.

(c) The contract of transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board.



Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board which authorizes, approves or ratifies a contract or transaction on the conditions set forth in this Article but may not vote.

Every Director, Honorary Director and Committee member shall submit a signed and completed Conflict of Interest Form annually to the Corporation on an annual basis.

## Section 10.2      Impropriety

The Directors shall avoid organizational and personal conflict of interest in awarding financial assistance and in procurement activities involving funds under the Act.

## Section 10.3      Kickbacks

No Director, Honorary Director, Committee Member or employee of the Corporation shall solicit or accept gratuities, favors or anything of monetary value from any person in return for preferential treatment.

## Section 10.4      Nepotism

No Director, Honorary Director, Committee Member or employee of the Corporation 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. No Director or employee shall give preferential treatment in the supervision or management of another employee who is a member of his or her immediate family.

## Section 10.5      Nondiscrimination

No Director, employee, participant or applicant for employment or program participation of the Corporation shall be discriminated against, denied benefits, denied employment, or excluded from participation in connection with any Corporation-funded program on the basis of race, color, religion, sex, National origin (ethnic status), age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, political affiliation or belief, arrest or conviction record, or affiliation with other protected class or perceived affiliation with a protected class. The Corporation shall comply with all applicable nondiscrimination requirements of Workforce Innovation and Opportunity Act §188, the Americans with Disabilities Act of 1990, 42 USC 12101, et seq., Title VI Civil Rights Act of 1964, and Wisconsin Statutes §111.31.

## Section 10.6 Compliance

Violation of the provisions of this article by Officers, Directors, Honorary Directors or Committee Members shall constitute grounds for removal from office.

# ARTICLE XI. AMENDMENTS

## Section 11.1 Amendments

The Articles and/or these Bylaws may be amended or restated at any meeting of the Board, upon the affirmative vote of a majority of the Directors in office; provided, however, that such action shall be invalid unless written notice of such meeting is given to all Directors at least thirty (30) days in advance thereof, with such notice expressly stating that the proposed amendment or restatement shall be presented for discussion and action at such meeting. Any amendment or restatement of the Articles or these Bylaws shall be consistent with the requirements imposed upon organizations exempt from federal income tax under IRC §501(c)(3).



## CERTIFICATE REGARDING SEVENTH AMENDED AND RESTATED BYLAWS

The undersigned, Earl Buford, acting in his capacity as President of Employ Milwaukee, Inc. ("Corporation"), and Donald Layden, acting in his capacity as Chair of Employ Milwaukee, Inc. hereby attest that the attached Seventh Amended and Restated Bylaws were adopted by the Board of Directors of the Corporation at a meeting duly called and held on the 15<sup>th</sup> day of March, 2018.

Signed this 15<sup>th</sup> day of March, 2018.



Earl Buford, President  
Employ Milwaukee, Inc.



Donald Layden, Chair  
Employ Milwaukee, Inc.

## Employ Milwaukee Job Description

**Job Title:** Chief Executive Officer  
**Division:** CEO Office  
**Reports To:** Board of Directors

### SUMMARY

This position reports to and receives direction from the Board of Directors and the Designated Chief Elected Official for Milwaukee County (Workforce Development Area #2). The CEO is responsible for developing agency relationships with key civic, political, workforce, economic development, education, philanthropic, and business leaders to promote and develop workforce and talent solutions for the greater-Milwaukee region. Agency outcomes must support regional economic development strategies, sustainable talent supply programs for high demand and emerging sectors, employment opportunities for low and middle skill occupations, and career-based services for job seekers, students and incumbent workers.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Establishes the strategic initiatives, relationships and products of Employ Milwaukee, and where appropriate or required, gains approval of the Board of Directors and/or the Designated Chief Elected Official. This includes ensuring that all local workforce development board duties and responsibilities as outlined in the US DOL Workforce Innovation and Opportunity Act (WIOA) and the corresponding administrative rules and procedures established by the State of Wisconsin Department of Workforce Development are complied with by Agency staff and sub-contractors.
- Ensures that the Agency employs and maintains appropriate systems and internal controls and maintains records to comply with accounting requirements and the use of funds as defined in grant agreements and contracts
- Supports and cultivates relationships with Board members and leverages relationships to achieve Agency objectives and outcomes.
- Recruits and develops an executive team to effectively manage resources and attain strategic and operational outcomes.
- Serves on national, state, regional and local committees, boards and initiatives to promote Employ Milwaukee's Strategies and the region's economic interests.
- Authorizes budgets, expenditures, staffing recommendations, contracts and other requests as outline in the By-Laws, Administrative Memos and Employee Handbook of Employ Milwaukee.
- Identifies funding strategies to supplement program funding authorized by WIOA.

### SUPERVISORY RESPONSIBILITIES:

Directly supervises the Executive Vice President/COO and the Director of Corporate Engagement for Midwest Urban Strategies. Provides guidance and indirect supervision to and performance evaluations of the Chief Financial Officer (CFO), Chief Program Officer (CPO), Chief Marketing Office (CMO), and Chief Development Officer (CDO). Carries out direct and indirect supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

## **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **EDUCATION and/or EXPERIENCE**

Master's Degree preferred, Bachelor's Degree required in Business Administration, Urban Planning/Policy, Education Administration, or Social Work plus a minimum of 10 years operations experience in a senior level position; or equivalent combination of related education and experience.

### **KNOWLEDGE AND SKILL:**

- Ability to manage complex business, community and political relationships and effectively resolve conflicts to the benefit of all parties.
- Ability to form strategic coalitions, participate in complex collaborations and influence strategic partners and stakeholders.
- Ability to respond to sensitive inquiries or complaints.
- Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- Excellent written communication skills including the ability to write executive-level requests/responses, business correspondence, presentations, and messaging materials and policy/administrative directives.
- Excellent oral communication skills including the ability to effectively present information and respond to questions from groups of managers, clients, customers, media, elected officials, and the general public.
- Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions.

### **PHYSICAL DEMANDS:**

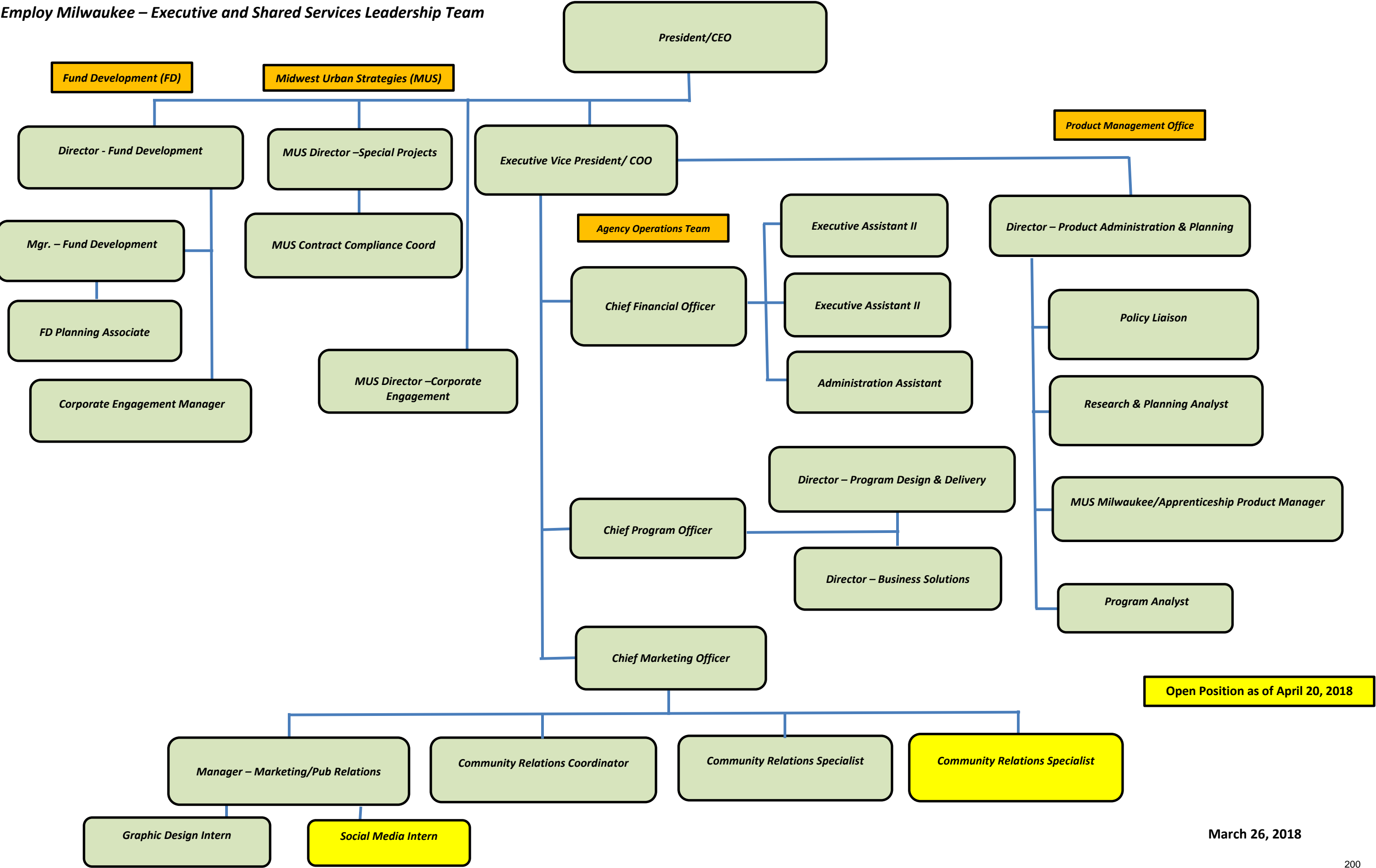
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and reach with hands and arms. The employee frequently is required to talk or hear. The employee is occasionally required to walk. The employee must occasionally lift and/or move up to 25 pounds.

### **WORK ENVIRONMENT:**

The noise level in the work environment is usually moderate. Weekly travel is required. Safety concerns exist where travel is required.

Employ Milwaukee – Executive and Shared Services Leadership Team



March 26, 2018



Employ Milwaukee, Inc.

# **COST ALLOCATION PLAN**

**UPDATED 8/24/2017**

## Overview

The purpose of this document is to describe the procedures under which the agency accounts for the costs of operating the organization and show compliance with 2 CFR Part 200, Uniform Administrative Guidance. This document specifically relates to the expense area of the organization.

The agency organizational chart and individual grant budgets are used to determine staffing cost pool assignments and which grants can be charged for services and related costs of a given cost objective. Cost assignments are intended to measure the relative benefit received by a specific grant and cost objective. Therefore, costs are allocated on an equitable distribution base such as but not limited to: customers served in a specific activity during a specific time period (participant counts), time directly allocated to a specific grant or cost objective (direct labor hours), dollars spent in a specific grant or activity, or time study or sampling for a specific period.

Some costs incurred benefit *specific* programs, while other benefit *all* programs. When invoices are first identified for payment, a judgment is made as to allowability to programs, allocability to programs, and budgetary availability. Once those determinations are made, the cost is identified as either direct to a program, allocable or as an indirect cost, using definitions detailed below. The expense is then entered into the accounting system, and the expense is paid.

### Allocation (200.4)

Allocation means the process of assigning a cost, or group of costs, to one or more cost objectives, in reasonable proportion to the benefit of the provided or other equitable relationship.

### Direct Costs (Part 200.413)

Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect. Costs will be directly charged to a funding source when possible.

### Allocable Costs (Part 200.405)

A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received. The standard is met if the cost:

- Is incurred specifically for the Federal award

- Benefits both the Federal award and other work of the Employ Milwaukee, and can be distributed in proportions that may be approximated using reasonable methods
- Necessary to the operation of the Employ Milwaukee.

When costs cannot be direct charged a cost pool and/or distribution method will be used:

- For any type of cost or grouping of similar costs not readily identified with a single funding source
- Ultimately allocated to funding sources in proportion to the relative benefit received
- Limited to shared direct and indirect costs
- Only actual, not budgeted, costs may be pooled
- All costs in the pool must be allowable costs for all the funding sources to which the pooled costs will subsequently be allocated

Employ Milwaukee fund accounting software utilizes distribution codes for allocable costs.

### **Basis of Allocations**

- **Participant Counts** - Allocation is based upon customers served in a specific activity during a specific time period.
- **Direct Salaries** - Allocation is based on time and wages directly charged to a specific grant. Time studies may be used for employees for a specific period of time.
- **Direct Costs** - Allocation is based on dollars spent in a specific grant or activity. Use of direct costs will be used when calculating 10% indirect costs monthly.

Employ Milwaukee fund accounting software utilizes distribution codes for allocable costs. Allocated costs are distributed at the time of recording the expenditure upon the receipt of the invoice. Costs are allocated based on previous months Direct Salary Allocation. Allocated costs may include, but are not limited to facilities, IT department, office supplies and leased equipment.

### **Indirect Cost Pool – Use of 10 % De Minimis**

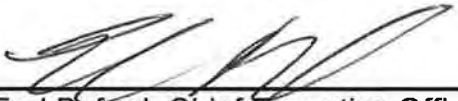
The Indirect Cost Pool will include all operational costs that were not readily identifiable in relational proportional benefits to individual grants or cost objectives through direct charging. In addition, the Indirect Cost Pool will also include those costs from the Administrative Staffing Costs that were not readily identifiable to grants.

At the end of the accounting period the 10% De Minimis indirect cost rate will be applied to all applicable grants. This ensures that the proper allowed amount of the 10% De Minimis is charged to each fund to include the relational staffing costs. The 10% De Minimis will be charged based on the Modified Total Direct Costs of each grant. This base excludes all rent costs, capital expenditures, equipment, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may be excluded as necessary to avoid a serious inequity in the distribution of costs with the approval of the cognizant agency. There are currently no such additional excluded costs for Employ Milwaukee.

The related amount for the application of the 10% De Minimis will be expensed to each grant/funding source through a journal entry debiting such grant and crediting the Indirect Cost Pool. Any remaining balance in the Indirect Cost Pool fund, whether over or under, will be cleared to a corporate account (Fund 983) at the end of the fiscal year.

The cost allocation plan is reviewed, at minimum, on an annual basis. More frequent reviews may occur when deemed necessary.

This cost allocation plan is effective July 1, 2017.



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Earl Buford, Chief Executive Officer  
Employ Milwaukee, Inc.

August 31, 2017





# Employ Milwaukee, Inc.

## Fiscal Policies & Procedures Manual

Updated February 2017  
Board Approved March 8, 2017

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## General

### General Overview

Employ Milwaukee (EMPLOY MILWAUKEE) Board of Directors approves the financial and personnel policies and delegates the administration to the Chief Executive Officer, who oversees his staff in their application of these policies. Employ Milwaukee's Chief Financial Officer (CFO) in collaboration with the Chief Executive Officer and staff have the responsibility to maintain a financial management system, which provides for accurate, current, and complete disclosure of financial results in accordance with grant reporting requirements.

All EMPLOY MILWAUKEE staff is responsible to Employ Milwaukee Chief Executive Officer. All staff will follow the lines of authority on the organization chart. Employ Milwaukee Chief Executive Officer for all staff, indicating responsibilities for each position, will maintain current job descriptions.

Staff financial responsibilities are segregated where possible in order to ensure adequate Internal Control.

Fiscal control and accounting procedures must be in accordance with GAAP - generally accepted accounting principles.

All employees are required to take an annual vacation to provide for rotation of duties and to relieve the leave liability of the organization.

Separate accounts will be maintained as required by funding source regulations.

### Accounting Procedures

Employ Milwaukee utilizes Abila MIP Fund Accounting Program, an internal accounting system, for preparation of its General Ledger.

The CFO is responsible for supervising and coordinating the preparation of the financial reports. Reporting to the CFO are a Staff Accountant, an Contract and Fiscal Compliance Manager, a Accounting Manager, an Accounting & Payroll Clerk, Payroll Intern and two Staff Accountants.

Employ Milwaukee Fiscal Department follows the State of Wisconsin – Department of Workforce Development Program Guide – Administration of Workforce Programs Policy & Procedure manual, OMB Circulars A-110 and A-122. Effective December 26, 2014, grants awarded after this date will fall under the Uniform Grants Guidance (2 CFR200).

Financial statements are prepared on the accrual basis of accounting quarterly.

## Grants and Contracts

Original copies of all grants and contracts awarded to Employ Milwaukee will be immediately forwarded to Fiscal Department. The CFO will review each contract to insure compliance with all financial provisions.

## Fiscal Record Retention

The following records shall be retained for seven years after program closeout, or resolution of audit findings, whichever is longer, unless funding sources require longer.

- All records pertinent to each participant's enrollment including dates of entry and termination.
- All financial records and supporting documents.

## Whistleblower Policy

The purpose of this policy is to encourage all employees to disclose any wrongdoing that may adversely impact the Company, the Company's customers, employees or the public at large. This policy also sets forth an investigative process of reported acts of wrongdoing and retaliation and procedures for reports of questionable auditing, accounting and internal control matters from employees on a confidential and anonymous basis and from other interested third parties. This policy complies with the Sarbanes-Oxley Act of 2002 – Section 301.4 – concerning procedures for making complaints about accounting and auditing directly to the Personnel & Finance Committee of the Company's Board of Directors. The procedures facilitate access for employees and related parties to reach the Personnel & Finance Committee and/or the Director of Administration.

## Budgets and Reporting

### Budgets

Operating budgets and program budgets are prepared by the CFO.

Operating and program budgets are approved by the Chief Executive Officer and Employ Milwaukee Board of Directors.

On a quarterly basis, actual costs to budgeted amounts are reviewed by the CFO and Employ Milwaukee Board of Directors reviews the budget to actual comparison reports.

## Financial Reporting

### *Internal Reporting*

All balance sheet accounts are reconciled by Fiscal Staff and analyzed by the CFO. The statement of financial activities is reviewed by the CFO on a monthly basis and reviewed with the CEO and is distributed to Employ Milwaukee Board of Directors quarterly.

### *External Reporting*

The Staff Accountant, Staff Accountant and Contract and Fiscal Compliance Manager prepare closeouts for all grants and contracts, according to the requirements of grants and contracts. The Chief Financial Officer and Chief Executive Officer review and sign closeout packages.

The Staff Accountant, Staff Accountant(s), Contract and Fiscal Compliance Manager and Accounting Manager, as assigned, are responsible for properly billing the various sources and to ensure that all requirements are properly followed. Billings must correspond to the timeframes set forth in the various contracts/grants. The CFO reviews all billings prior to submission.

Billings are prepared according to the requirements of the contract/grants. It is the responsibility of the Contract and Fiscal Compliance Manager and/or CFO to obtain the necessary billing forms or develop proper billing forms. CFO will establish all receivables at year-end.

## IRS Reporting

It is the responsibility of the CFO to ensure that proper IRS reporting requirements are followed. IRS reports that must be filed, but are not limited to, employee W-2's, W-3, 941's, 1099's and the 990 forms. The Accounting Manager prepares the W-2's and 941's. Depending on the complexity of the report, Employ Milwaukee may purchase professional services in completing the forms. Reports must be filed on a timely basis or extensions must be obtained from the IRS.

## Cash Management

### General Policies of Cash Management

In accordance with 2 CFR 200.305(b) Employ Milwaukee exercises draw and payment processes which mitigate the possibility of excessive time lapses between receipt of funds and disbursement.

Employ Milwaukee receives both cost reimbursement grants and those that allow for advance funds. For those that require drawdowns of advance Federal funds, draws will be made in accordance with the following guidelines and the procedures defined throughout this Cash Management section:

- Drawdown of funds will be made as close as possible to actual expenditure of funds.
- Monitoring of the fiscal activity (drawdowns and payments) under each grant will be completed on a continuous basis.
- Cash flow of each grant project will be carefully reviewed before each drawdown by both the Accounting Manager and the CFO.
- Due care will be exercised to ensure that funds will not be drawn in advance of actual expenditures or encumbrances known to be due more than one week post receipt of drawn funds.

### Cash Request

Cash is monitored by the CFO weekly to make sure there are no cash deficiencies or excess cash on hand.

The Staff Accountant initiates State of WI, US DOL and US DHHS requests.

When preparing a cash request the following steps are taken to avoid receipt of excess cash:

1. The amount of cash on hand by fund is calculated.
2. Cash needs for the next ten days are determined by reviewing accounts payable, estimated payroll and other estimated costs.
3. The difference between what is needed and what is on hand is the minimum amount of cash needed.

Cash requests are reviewed and approved by Contract and Fiscal Compliance Manager and/or CFO prior to submission to funding source.

### Cash Receipts

All checks will be received by the Executive Assistant II. The Executive Assistant II logs in all cash receipts in the Cash Receipts Summary with the following information: check number, date of check, source of check, amount and date of check deposited. The Executive Assistant II makes two copies of the checks.

The checks are immediately forwarded to the Staff Accountant. The checks are electronically deposited in an FDIC insured bank and are electronically endorsed as



being For Deposit Only. Upon confirmation of deposit, the check is stamped as being electronically deposited by the Staff Accountant. The Staff Accountant creates a cash receipts entry. The Staff Accountant will enter the cash receipts entry. The entry is reviewed by the Accounting Manager.

State of Wisconsin (DWD and DHS) and federal grants process funds electronically. The Staff Accountant prepares the cash receipts entry after the weekly WIA cash request. The Staff Accountant enters the Cash Receipts. The Contract and Fiscal Compliance Manager confirms the deposit at the Bank weekly prior to the Staff Accountant submitting the cash receipts entry for review by the Chief Financial Officer.

At all times the cash on hand will be maintained at the lowest amount for the needs of the organization.

## Cash Disbursements

### *Accounts Payable*

See Section on Purchasing

### *Payroll*

EMPLOY MILWAUKEE employees will submit their timesheet electronically. The supervisor will approve the timesheet electronically, with the exception of the CEO. The Accounting Manager will review the timesheets and transfer them into the Abila MIP Fund Accounting Payroll program. Employees participating in the subsidized employment program will submit a paper timesheet to their supervisor. The supervisor will sign it and submit it to the responsible EMPLOY MILWAUKEE employee to review and initial. That employee will submit the timesheet to the Fiscal Department. See Section IV Payroll for detailed procedures.

### *Check Signing*

Authorized check signers includes Chief Executive Officer, Chief Operating Officer, Board Treasurer and Board Chair.

<\$25,000 will be signed by one authorized signature.  
 ≥\$25,000 will be signed by two authorized signatures.

Electronic signatures will be acceptable for Chief Executive Officer.

Fiscal Department will maintain check registers approved by the CEO and CFO with a summary log of check dates and check numbers.

### *Check Distribution*

Payroll checks will be distributed to employees only on day of payroll.

Payroll direct deposit will be in employees account in the A.M. on day of payroll.  
Accounts Payable checks will be issued weekly.

### Petty Cash

The Fiscal Department will maintain a \$200.00 petty cash fund. Reimbursements will be given for purchases <\$25.00 only when proper documentation is furnished (i.e. a receipt of purchase). The Staff Accountant disbursing funds is responsible for recording cash disbursement entries daily. The Staff Accountant will reconcile Petty Cash fund monthly. An accounts payable check or cash deposit will be made monthly to maintain a \$200.00 balance. The Accounting Manager will review and approve documentation monthly.

### Bank Reconciliations

The Staff Accountant is responsible for reconciling the Payroll. The Accounting & Payroll Clerk is responsible for reconciling the Operating Checking Account.

Bank statements are printed by the responsible fiscal person each month. The internal accounting system is used to reconcile the bank balance to the general ledger balance. Each responsible fiscal person will sign the bank reconciliation report once completed.

The CFO reviews the bank reconciliations monthly and signs off on it.

### Stale Check Policy

Between July 1st and September 1st, Employ Milwaukee will send out "Due Diligence" letters to Vendors/Payees with outstanding checks over \$50. If no response is received by the deadline, Employ Milwaukee will electronically report and turn over the monies to the state. If a check is negotiated that was previously remitted to the State, Employ Milwaukee will file for reimbursement from the State.

Employ Milwaukee will follow this schedule:

#### Payroll

<u>Date of Process</u>	<u>Check Dates Covered</u>
7/1/13 – 9/1/13	7/1/11 to 6/30/12
7/1/14 – 9/1/14	7/1/12 to 6/30/13
7/1/15 – 9/1/15	7/1/13 to 6/30/14
7/1/16 – 9/1/15	7/1/14 to 6/30/15

#### Accounting

<u>Date of Process</u>	<u>Check Dates Covered</u>
7/1/14 – 9/1/14	7/1/08 to 6/30/09
7/1/15 – 9/1/15	7/1/09 to 6/30/10
7/1/16 – 9/1/16	7/1/10 to 6/30/11
7/1/17 – 9/1/17	7/1/11 to 6/30/12

## **Non-Government Revenue**

Monthly interest from the operating accounts earned on non-governmental monies and private donations will be recorded in the general ledger as non-government revenue as defined by the funding source.

Expenses will be recorded through the Accounts Payable module to reflect non-government expenses.

## **Program Income**

Program income is defined as income received by the recipient or sub-recipient directly generated by a grant or sub-grant supported activity. Program income is subject to the guidelines of the funding source. Program income includes:

- Income from fees for services performed.
- Income from the use or rental of real or personal property acquired with grant or sub-grant funds.
- Income from the sale of commodities for items fabricated under a grant or sub-grant.
- Revenues earned by a governmental or private non-profit service provider that are in excess of the actual cost.
- Interest income earned on advances of sub-grant funds.

Program income must be used prior to the submission of the final report for the funding period of the program year to which the earnings are attributable.

Interest income earned on non-governmental funds is not considered program income.

## **Debts & Debt Collection**

Debt collection activity will be progressive, from notification of the debt through debt collection steps. Debts due to the agency may arise from a number of sources including, but not limited to the following:

- Audit findings
- Complaint and appeal ruling
- Report of an investigation

- Contract closeout report
- Monitoring report
- Duplicate payment

Upon determination on a debt the agency will notify the debtor and attempt to get repayment. Options for repayment may include:

- Immediate cash repayment
- Non-cash repayment
- Offset of future payments
- Negotiate a repayment schedule

When a debt is outstanding and not being repaid, further collection efforts will include dunning letters and, if the debt is significant, ultimately turning the account over to a debt collection agency.

- 1) 30 Day late notice – Verify the debt amount and non-payment and schedule repayment or negotiate a repayment plan.
- 2) 60 Day late notice – Discussion of repayment schedule, and consequences on non-payment, such as small claims court or referral to a collection agency.
- 3) 90 Day late notice – Notice that debt will be forwarded to small claims court or referral to a collection agency.

If the debt remains uncollectable, all documentation supporting how the debt was incurred, and all steps taken to recover the amount needs to be gathered and submitted to the DWD program manager with a letter requesting waiver of the debt. DWD and DOL will determine if the waiver will be granted or if the debt will remain with the local area.

## Payroll

### Employee Compensation (2 CFR 200.430)

#### **Policy**

Employ Milwaukee has created compensation procedures to meet the requirements within 2 CFR 200.430. In accordance with these requirements, compensation of Employ Milwaukee employees conforms to the definition of *Reasonableness* as defined in 2 CFR 200.430(b) and is applied consistently companywide per the procedures as described within this section.

#### **Procedure**

Employ Milwaukee follows an employee salary schedule developed by The Management Association (MRA) and maintains a membership with MRA for the purposes of reviewing salary scales and completing salary surveys.

The Accounting Manager maintains and updates the salary schedule on an as needed basis and adjustments are approved by the CEO.

### **EMPLOY MILWAUKEE Employee Payroll**

All employees will submit a timesheet for a two-week period electronically to their supervisor by the Monday morning of payroll week. The supervisor reviews it, approves it, and submits it to the Fiscal Department. The Accounting Manager will review the timesheets and transfer them into the Abila MIP Fund Accounting Payroll Program. The Accounting Manager will be responsible for compiling the payroll information on a worksheet to reconcile to the Payroll program. The Contract and Fiscal Compliance Manager will review payroll checking for any changes to the master record.

The employee's supervisor must approve all time off during the period. Timesheets should be coded by funding source and for appropriate time (vacation, sick, etc.). The Accounting Manager makes any changes necessary to the master control such as address, rates, status, etc. The CFO approves any changes to rate of pay. Copies of these changes are filed by the Accounting & Payroll Clerk in the employees' files. Worksheets are cross referenced with the Abila MIP Fund Accounting Payroll Program report to check for accuracy.

By end of business Wednesday the direct deposit amounts are sent via Internet to the bank. The payroll checks for Employ Milwaukee employees are put into envelopes and held by the Fiscal Department until the employee signs for their check that Friday.

The payroll transactions are transferred to the Abila MIP Accounting Program by the Accounting Manager. The CFO approves the coding prior to posting. Payroll related deductions and payroll tax payments are entered into the Abila MIP Fund Accounting Program. Reports are created and printed as backup for these deductions. The CFO reviews all payroll deductions.

### **Subsidized Payroll**

All participants will fill out a timesheet for a two-week period and turn it in to their supervisors on the Friday afternoon of the pay period ending week. The supervisor reviews the timesheets, signs it and submits it to the Contract Monitor for payroll processing. The Contract Monitor and a fiscal staff person review timesheets for accuracy and completeness and initial it.

The Accounting & Payroll Clerk and/or Payroll Intern collect all timesheets and enters the hours into Excel. The Accounting Manager enters the hours into the Abila MIP Fund Accounting Payroll Program. The Accounting & Payroll Clerk and/or Accounting Manager also make any changes necessary to the master control such as address, rates, etc. which was obtained from the Contract Monitor. Copies of these changes are documented in ETO and filed by the Contract Monitor in the participant files.

The payroll checks for the participants will be put into envelopes by the Accounting & Payroll Clerk and/or Payroll Intern. The checks are distributed and the payroll reports are filed by pay period. Checks will be distributed by the Accounting & Payroll Clerk to the Contract Monitor, who signs a register recording the receipt of payroll checks. The Contract Monitors will distribute payroll checks to participants upon them signing a register for receipt of check. The Fiscal Department will maintain this signature register.

The Accounting Manager will transfer and post payroll transactions. Accounting & Payroll Clerk will upload positive pay to the bank.

### **Mileage Reimbursement**

Employees receive mileage reimbursement for actual miles traveled in the course of business. Miles are recorded in the Microix system along with the hours worked. The supervisor approves the mileage reimbursement when they approve the timesheet. The Accounting Manager will review the information and check their insurance status. The reimbursement is given along with their regular pay.

All employees using a privately owned vehicle must maintain limits of liability of at least \$100,000/300,000/50,000 and must provide proof of the same to the Accounting & Payroll Clerk.

## **Cell Phone Policy**

Employ Milwaukee will pay for the usage of cell phones for employees that have a need for one. Employees that are issued a standard phone will have a \$5.00 a paycheck deduction to help subsidize the cost of the phone. The employee will also be responsible for any charges over \$50.00. Employees that are issued a smart phone will have a \$10.00 a paycheck deduction to help subsidize the cost of the phone. The employee will also be responsible for any charges over \$85.00. Employees have the option to add additional plans to their line if they agree to a payroll deduction to cover the costs. Each employee signs an agreement to these deductions when they receive their phone.

## **Travel**

All travel expenditures must be specifically authorized in advance via the Travel Approval Form. All travel is subject to availability of funds.

## **Conferences and Registration Fees**

Conferences and registration fees are allowable costs subject to prior authorization of supervising Managers, Directors and Vice Presidents. Authorized requests for fees are due at least 15 working days before the fee is due, and must include a photocopy of any original documents that will be sent with the payment. The Fiscal Department will issue a check and mail it with the registration forms a week before it is due. If credit card payment is the only form of payment that is accepted, the authorized request must be submitted to the Executive Assistant II for Program Staff and to the Junior Advisor for Administrative Staff for payment.

## **Lodging Expenses**

Reasonable lodging expenses are an allowable cost subject to the specific rules of the funding source. For hotel accommodations, the employee must attach information regarding the hotel to the purchase order (including hotel phone number, address, and arrival/departure dates). The Executive Assistant II for Program Staff and the Junior Advisor for Administrative Staff will book and pay for hotel room and email the employee the confirmation number. All lodging expenses must be substantiated with an original receipt from the lodging establishment. The receipt needs to provide sufficient detail for Employ Milwaukee to determine the cost of the room and any other charges included in the bill. The receipt must be submitted to Fiscal Department upon return to office.

## **Commercial Transportation – Plane, Train, etc.**

Commercial transportation expense is an allowable cost subject to the specific rules and regulations of the funding source. All EMPLOY MILWAUKEE travel should be procured at the lowest coach or tourist class services available that meets the specific needs of the traveler. First or business class rail or air service is not an allowable cost. For all travel arrangements the date of departure/return and location (city, state) must be indicated on the purchase order. The employee should search for a flight/trip online that best fits the travel plans and attach the information to the purchase order. The Executive Assistant II or Junior Advisor will try and locate the flight. The Executive Assistant II and/or Junior Advisor with the CFO will use their judgment on the cost of the flights according to the availability of funds. The Executive Assistant II and Junior Advisor needs at least two weeks prior notice when making transportation accommodations. All receipts must be submitted to Fiscal Department upon return to office.

## Meals

Meals while on out-of-town travel (outside a 50-mile radius of traveler's normal place of business) are allowable costs subject to the specific rules and regulations of the funding source. The traveler can either be reimbursed for the actual meal expenses, if reasonable and documented by a receipt, or can be reimbursed for meal expenses using the U.S. General Services Administration per diem rate for overnight travel. The per diem rate is adjusted for partial travel days and for meals provided.

For purposes of these policies, travel begins one hour before the scheduled departure of a plane or train, or if driving, the actual time of departure. The travel status ends, for the purpose of meal reimbursements, one hour after the plane or train returns the traveler to his/her home base. Travel by automobile ends upon arrival at the traveler's workplace or residence.

For partial days travel, the following guidelines will be used to determine the appropriate meal per diem. Employ Milwaukee follows the Federal Code for determining per diem rates. The rates can be found at [www.gsa.gov](http://www.gsa.gov). Travel days (for meal per diem purposes) begin at 12:01 A.M. and end at midnight. Each day is further broken up into quarters (12:00 A.M. to 6:00 A.M., 6:00 A.M. to 12:00 P.M., and 12:00 P.M. to 6:00 P.M. portions of the day).

Effective March 23, 2009 and thereafter: partial days travel will be reimbursed 75% of per diem for the first and last day and 100% for full days.

When on travel status, staff may use the per diem rate for meals, or be reimbursed for actual cost. Only one system may be used for the entire trip. Staff will only be reimbursed up to the amount of the receipts presented on the travel reimbursement. No per diem rates will be used if receipts are turned in for actual reimbursement. Actual reimbursements cannot exceed per diem rate. Employ Milwaukee will reimburse per diem meal expenses at the daily rate specified for the city travel destination.



## Automobile Expense

Employ Milwaukee will reimburse the traveler for actual miles traveled in one's personal automobile provided that:

1. the travel is an allowable cost, subject to the specific rules and regulations of the funding source, and
2. actual cost does not exceed the lowest tourist or coach commercial air fare.

Employ Milwaukee uses the reimbursement rate set by the IRS.

## Travel Advance

The Staff Accountant will complete a check request for the per diem amount for trips. The CFO will review and approve the calculations and sign the check request. The Staff Accountant will attach supporting documentation regarding the purpose and length of trip.

ALL REQUESTS SUBMITTED MUST HAVE SUPPORTING DOCUMENTATION ATTACHED TO EVERY PURCHASE APPROVAL REQUEST FORM.

## Procurement Standards

### GENERAL PROCURMENT POLICIES (2 CFR 200.318)

Employ Milwaukee has documented its procurement procedures below, within this Procurement Standards section, to meet the mandates of Federal laws and standards identified in 2 CFR parts 200.317 through 200.326

Employ Milwaukee will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Employ Milwaukee's Conflict of Interest Policy provides standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real, perceived or potential conflict of interest. Conflicts of interest must be disclosed in writing when known in advance or announced to the voting body. The party must excuse themselves from any further discussion and/or vote on the matter in question. Violations of such standards are subject to disciplinary actions provided in Employ Milwaukee's Conflict of Interest Policy.

### COMPETITION (2 CFR 200.319)

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards provided in section 200.319 of 2 CFR 200. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work or invitations for bids or requests for proposals must be excluded from competing for such procurements.

Employ Milwaukee procurement transactions will contain no requirements that unduly restrict competition as specified in 200.319(a), (b), and (c).

Employ Milwaukee procurement procedures will ensure that all solicitations:

- a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured in a manner that does not unduly restrict competition; and
- b. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

### REQUIREMENTS FOR PROPOSALS (2 CFR 200.319(c)(2))

Clear and precise Requests for Proposals (RFP) shall be prepared to ensure reasonably priced and competitive responses. All legal and administrative restrictions, requirements and options must be included in the RFP. The RFP must also include an equitable rating process.

A cost and/or price analysis shall be performed in connection with each procurement action, including contract modifications. Costs which appear excessive or insufficient can be modified during the contract negotiation process. Types of acceptable cost or price analysis include:

1. Projected costs -  
all prospective contractors will be required to submit a line item budget.
2. Historical costs -  
comparison of line item costs with previous contracts for the same services.
3. Market price -  
comparison of costs with other proposals for the same services.
4. Performance Standard application -  
compare to the standard cost per entered employment to contract price.
5. Risk of Loss -  
Documentation for indicators of predictable obstacles in achieving results due to certain conditions.

Cost analysis may be excluded in the following situations: the price

1. is based on adequate price competition.
2. is based on established catalog or market prices.
3. is set by law or regulation.

Rating review forms shall be completed for each proposal. The selection process may include:

1. Cost/price analysis
2. Effectiveness of proposer in delivering services based on demonstrated performance
3. Quality of training
4. Characteristics of participants
5. Provision of supportive services
6. Fiscal accountability
7. Determination of the ability of the service provider to meet the program specifications
8. Performance goals
9. Consideration of CBO's including women's organizations with experience in non-traditional training for women
10. Effectiveness of alternative educational services.

Contract proposals must include contractor certification that the data is accurate, complete, and current at the time of its submission, and in compliance with the contractors own procurement procedures. Contracts and modifications negotiated in reliance on such data shall provide for the right to a price adjustment because of submitted data that was not accurate, complete and current as certified. Contractors shall be required to submit a Debarment and Suspension certification, Disclosure of Lobbying Activities certificate.

Contracts, both original and modified, shall be monitored during the award period to ensure compliance with the terms of the contract. Monitoring documents shall include fiscal and program reviews.

Organizations receiving a contract or modification must maintain books and records that relate to such cost and pricing data for three years from the date of final payment. In addition, each contractor must submit an annual, organization-wide financial and compliance audit performed by a qualified independent auditor in accordance with generally accepted auditing standards and Uniform Guidance 2 CFR § 200 Subpart F – Audit Requirements; as applicable (see Contractor Audit Reports).

## METHODS OF PROCUREMENT (2 CFR 200.320)

### Methods of Procurement

- Micro Purchase
- Small Purchase
- Sealed Bids

- Competitive Proposals
- Non-Competitive Proposals

#### Micro Purchase

- Acquisition of supplies or services not exceeding \$3,000 in the aggregate
- May be awarded without soliciting competitive quotations if price is reasonable
- Distribute equitably among qualified suppliers to extent practicable

#### Small Purchase

- Informal procurement methods for securing services, supplies or other property
- Cost is less than the Simplified Acquisition Threshold – Currently \$150,000 set by the FAR (Federal Acquisition Regulation) at 48 CFR 2.1
- Price or rate quotations must be obtained from an adequate number of qualified sources

#### Sealed Bids

- Bids publicly solicited
- Firm fixed price contract is awarded
- Successful bid conforms to all material terms and conditions of the invitation for bids and is lowest price

#### Competitive Proposals

- Publicize RFP and identify all evaluation factors
- Proposals must be solicited from an adequate number of qualified sources
- Written method for evaluating and selecting proposals
- Contracts will be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

#### Procurement by Noncompetitive Proposals

This form of procurement may only be used when one or more of the following apply:

- Item/service is available only from a single source
- Public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
- After a solicitation of a number of sources, competition is determined inadequate
- Awarding agency authorizes noncompetitive proposal in response to a written request

#### Competitive procurement of subrecipients is required when:

- Selecting subrecipients on a competitive basis
- When required by statute (e.g. WIA/WIOA Youth Programs)
- When required by the Funding Opportunity Announcement (FOA) and/or grant terms and conditions.

#### Preferred Provider List (PPLs)

Every three (3) years, Employ Milwaukee, undergoes the competitive proposal process for its WIOA One-Stop, Adult, Dislocated, and Youth programs partners. These providers undergo an extensive review which include continuous review post award.

In an effort to reduce unnecessary labor, Employ Milwaukee, places the awarded providers on a Preferred Provider List (PPL). These providers may then be selected for additional grant work efforts, with fixed contract rates less than the Simplified Acquisition Threshold of \$150,000.00, without re-applying via the release of a public notice RFP. These work efforts may include, but are not limited to, DOL –ETA grants, EPA, DHHS, DHS, and DWD grants.

PPL's will be required to submit informal proposals for any post WIOA awards for consideration by the Executive team related to additional non-WIOA work efforts. Negotiations for work efforts may be completed verbally or via email but will always result in a signed contractual agreement. MOU's will not be binding.

Approved providers will remain on the PPL for a maximum term of three (3) years. If a selected provider is released from their WIOA contract for any reason related to contract negligence, they will be removed from the list. All providers must re-apply at the end of their current WIOA contract term.

## Purchasing

All purchases and procurement activities are governed by 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

## Accounts Payable

All purchases of services or goods require prior approval. Purchase Approval Request Forms will be issued for all requisition of goods and services.

- Purchase Approval Requests <\$3,000 require the appropriate Vice President and CFO signature.
- Purchase Approval Requests ≥\$3,000 requires the appropriate Vice President, CFO and Chief Executive Officer signatures.
- Contracts (which include contractors and sub grantees) require a separate approval process requiring the review and approval of Program Director, Vice President and CFO prior to signature by Chief Executive Officer.
- A pre-numbered purchase order is prepared by the Staff Accountant and a copy is provided to the requestor.
- Reoccurring administrative invoices do not require Purchase Orders.

Purchases to be made through the use of grant funds are subject to the rules and regulations established by the appropriate funding source.

Purchases that are less than \$3,000 are considered micro-purchases, as set forth in 2 CFR Part 200, § 200.67. Micro-purchases is defined as a purchase of supplies or services using simplified acquisition procedures. Such purchases may be awarded without soliciting competitive quotations as EMPLOY MILWAUKEE sees reasonable. Micro purchases need not follow small purchase procedures as listed below.

Purchases that are \$3,000 or more and less than \$150,000 (Simplified Acquisition Threshold) are considered small purchases as set for in 2 CFR Part 200, § 200.320, and will follow small purchases procedures including obtaining rate quotations, performing a cost price analysis, lease versus purchases analysis (when applicable). Awarding criteria for accepting a quote for a small purchase may include, but is not limited to:

- Supplier/Contractor ability to meet specifications
- Supplier/Contractor ability to provide adequate service and/or equipment supplies
- Supplier/Contractor is a small or minority business, women's business enterprise, or labor surplus firm
- Supplier/Contractor past history (if applicable) of service and reliability

Information must be made available to the CEO for approval of the purchase.

EMPLOY MILWAUKEE authorized personnel approve training, intensive and supportive services that are vouchered by Case Managers. These vouchers do not require additional approval by Vice President, CFO or CEO. See Section VI Vouchers for detailed procedures.

Managers can authorize individuals to be his/her designee for signature and approval. This is done by preparing a written statement noting who the designated individual is and for what period of time the manager is authorizing the individual to be his/her designee.

Original PO's are maintained by the Staff Accountant. Once fully paid or partially paid and liquidated they are attached to the final invoice.

All invoices for operating costs are received by the Staff Accountant for review and to match purchase orders to the invoices. Amount in excess of the PO requires approval by the CFO. All invoices for operating costs require CFO signature. Reoccurring administrative invoices in excess of \$3,000 require CEO approval. Checks in excess of \$3,000 with multiple invoices require CEO approval for each invoice.

Checks are processed weekly. The Contract and Fiscal Compliance Manager and/or CFO approve the check selection for processing after reviewing the preliminary cash

requirement report. The Chief Executive Officer is the designated signatory on all checks. Dual signatures are required on checks over \$25,000.

Voided checks will have “VOID” boldly written in ink across the check or stamped. The original of a voided check will be filed. The Staff Accountant will assure that proper entries are made to reflect any voided checks.

In no event will checks:

- Be used in other than chronological order
- Be prepared or signed in advance
- Be made out to “cash” or “bearer”, etc.
- Be prepared on verbal authorization.

### Contractor Accounts Payable

The Staff Accountant is responsible for the review of contractor’s benchmarks and payment of contractor’s A/P.

### Voucher System – Training, Intensive and Supportive Services

Program participants can either make purchases and be reimbursed by EMPLOY MILWAUKEE or the vendors can directly bill EMPLOY MILWAUKEE.

The case managers are responsible for completing and maintaining the required procedures for EMPLOY MILWAUKEE programs (i.e. I.S.S. use, related forms, assessment of needs, etc.). In addition, it is their responsibility to ensure that the expenditures are supported by the information and goals in the Individual Service Strategy. Based on this work the case managers prepare pre-numbered vouchers for participants in ETO (travel, tuition, supplies, day care) and are forwarded to the Authorized EMPLOY MILWAUKEE program staff person for preliminary approval. The Accounting Manager gives final approval for all vouchers.

The Staff Accountant is responsible for coding and reviewing all participant Vouchers. The Staff Accountant enters the vouchers as encumbrances in Abila MIP.

Vouchers for reimbursement to program participants are processed for payment. Reimbursement vouchers are also encumbered before entry into AP. Vouchers for vendors are encumbered in the accounting system. When invoices are received they are approved by the Staff Accountant to verify that services and required benchmarks have been met prior to processing for payment.

## On-the-Job-Training Accounts Payable

Prior to entering into any on-the-job training (OJT) contract, staff must follow the OJT Guidelines.

The Contract and Fiscal Compliance Manager receives the employer contract and reviews the budgeted hours, the reimbursement data, and contract terms and obtains the proper signatures. The Business Services Department reviews the contract before it goes out for employer signature and the CEO signs it upon return from the employer. The Staff Accountant encumbers the contract once the voucher is received by Fiscal into the accounting system.

Invoices are completed by employers and returned to Employ Milwaukee for payment. The Business Services staff person approves the invoice before fiscal review. The Staff Accountant reviews the invoice for signatures, contract date, cost limits, mathematical accuracy, overtime hours and other financial data. The Staff Accountant assures that the invoice amounts do not exceed contract limits and processes it for payment. Final payment will be made when staff indicates that contract requirements, including the training outline, are satisfactorily met.

## Supplies Purchases

1. Supplies are defined as all expendable property with a unit cost of \$5,000 or less, and with a useful life of less than one year.
2. Supplies will be procured according to the organization's procurement procedures.

## Equipment Purchases

Equipment purchases are made following the Grantor Procurement Standards.

1. Equipment is defined as non-expendable property with a unit cost of \$5,000 or more, and a useful life greater than one year.
2. Purchases of equipment with a unit cost of \$5,000 or greater must be approved by the Chief Executive Officer of Employ Milwaukee. Effective July 1, 2004 equipment with a unit cost of \$5,000 or greater must be allocated among active funding sources. If the equipment is for a specific DWD/DOL program use the equipment must be purchased with corporate dollars and depreciated over the useful life of active funding sources. The purchaser must obtain prices from 3 vendors, if possible. Formal, written bids are not required, but the specifications and the prices quoted must be documented by the purchaser. The request should contain this information:



- a. The type of equipment needed and the reason for the purchase. Include the proposed location and the name of the program in which the equipment is to be used.
- b. The names of the vendors from which prices were received, the specifications provided by the vendor, and the prices quoted.
- c. If three price quotations were not received, state the reason(s) why.
- d. Recommendation of a purchaser, and the reason why that recommendation is being made.

When the request is approved by the CFO and Chief Executive Officer of Employ Milwaukee, he/she will initial a photocopy of the request, and send the photocopy to the purchaser.

4. Approved equipment purchases will be processed for payment according to Employ Milwaukee cash disbursement procedures.

If the purchase is made utilizing the state schedule of purchases, this may be done without bid or quote according to DWD/DES policy. In addition, EMPLOY MILWAUKEE purchases will be allowable without bid or quote should a local vendor offer a price which is at or below the state schedule price (which has already been bid) and which can then be considered to be a “low bid” price for that purchase.

### Equipment Inventory and Disposal

EMPLOY MILWAUKEE will adequately safeguard all property. EMPLOY MILWAUKEE will maintain a register of equipment costing at least \$5,000 showing the following:

1. Description of the property;
2. Serial Number/model number;
3. Inventory Tag/identification number;
4. Date received;
5. Acquisition source;
6. Unit acquisition cost;
7. Award number purchased under;
8. Location of the property;
9. Condition of the property;
10. Percentage of federal cost;
11. Whether title vest in grantee or Federal Government; and
12. Ultimate disposition data including date and sales price.

EMPLOY MILWAUKEE IT Department will conduct an annual physical inventory every December and provide CFO a copy of inventory records.

*Unit acquisition cost of \$5,000 or more*

Prior DWD/DOL approval is required for the disposition of equipment with a unit acquisition cost of \$5,000 or more. This includes property that was purchased with DWD/DOL funds or transferred from other programs. These requirements apply to such property whenever Employ Milwaukee discontinues operation of a DWD/DOL program, has no further use for the property or needs to dispose of unusable property. Before the property is disposed, EMPLOY MILWAUKEE must comply with the following requirements:

- EMPLOY MILWAUKEE must be sure that all relevant records are up to date.
- EMPLOY MILWAUKEE must submit the following information in writing to the appropriate DWD/DOL program manager for all property to be disposed of: the description, the acquisition source, the unit acquisition cost, the quantity, the condition, the funding source under which it was acquired, the reason for disposition, and the proposed disposition (include what will be done with any money resulting from disposition).
- Written authorization from DWD must be obtained.

The sale of equipment that is no longer needed shall be an action of last resort. Before a sale is made, the grantee shall take the following steps, which are listed in priority ranking:

- Transfer the equipment to other DWD/DOL funded programs of the grantee.
- Transfer the equipment to similar DWD/DOL funded programs of other grantees within the state. In transferring equipment to similar programs, EMPLOY MILWAUKEE should first offer the equipment to other WDAs, then to non-WDA grantees within the WDA.

Where property was purchased only partly out of DWD/DOL funds and the unit acquisition cost of the equipment was \$5,000 or more, the same disposition standards will apply. The amount of reimbursement to DWD/DOL shall be computed by applying the sales proceeds with the percentage of DWD/DOL funding in the original costs.

*Unit acquisition cost of less than \$5,000*

The provisions for the disposition of property with a unit acquisition cost of less than \$5,000 are as follows.

Prior approval from DWD/DOL is not required.

The sale of such equipment that is no longer needed shall be an action of last resort.

Before such sale is made, Employ Milwaukee shall take the following steps that are listed in priority ranking:

- Transfer the equipment to other DWD/DOL funded programs within the WDA;
- Transfer the equipment to other DWD/DOL funded programs in other WDAs within the state; or
- If no such program is found, the equipment may be for sale.

#### Proceeds from Disposition of DWD/DOL-Funded Property

Funds received the sale of any DWD/DOL funded property are program income and shall be subject to the requirements of program income.

The disposition of all property and property transferred from other programs must be fully documented.

When technology assets have reached the end of their useful life they should be sent to the Information Technology department for proper disposal.

Information Technology will securely erase all storage mediums in accordance with current industry best practices. Equipment which is working, but reached the end of its useful life to EMPLOY MILWAUKEE, will be donated. A lottery system will be used to determine who has the opportunity to receive available equipment. All equipment donations must go through the lottery process. This ensures that all recipients have an equal chance of obtaining equipment. All donations are final. No software, warranty or support will be provided with any donated equipment. Any equipment not in working order or remaining from the lottery process will be disposed of according to current environmental guidelines. Information Technology has contracted with several organizations to properly dispose of outdated technology assets. Prior to leaving Employ Milwaukee premises, all equipment must be removed from the Fiscal Department Information Technology inventory system.

#### Request for Advance – Special Events

Request for a special event advance will be allowed for EMPLOY MILWAUKEE authorized events. Employees must submit a check request two weeks prior to the scheduled event. Upon the completion of the event, the employee must submit all receipts to the Staff Accountant. Any monies remaining will be added to petty cash. Any monies owed to the employee will be issued through Accounts Payable or petty cash if < \$25.

## Debit & Credit Card Purchases

The CEO, CFO, Vice President of Planning & Grant Compliance, IT Manager, Facilities & Office Manager, and Executive Assistant II will have use of Corporate Credit Cards. Designated employees will have use of credit for store accounts. These cards and store accounts are only to be used when a check is not feasible. The requestor is to submit a Purchase Approval Form to the Staff Accountant with the necessary signatures. The requestor will submit adequate back up for the purchase including confirmation documentation and receipts.

The Contract and Fiscal Compliance Manager will reconcile the statements monthly. CFO and CEO approves all statements.

## Leverage & Match Policy

Employ Milwaukee (EMPLOY MILWAUKEE) receives grant awards that may require federal leverage and non-federal match per grant agreement. When EMPLOY MILWAUKEE subcontracts with other organizations, the sub agreement will include the amount of leverage and match required for the project on the front page. Guidance on collecting and reporting leverage and match will appear as an attachment. EMPLOY MILWAUKEE will require monthly reporting of leverage and match expenditures along with the monthly financial report for the program. EMPLOY MILWAUKEE will track leverage and match on an excel spreadsheet as necessary for grantor reporting.

### Leverage and Match Guidance

All contributions, including cash and third party-in-kind, shall be reviewed as part of the subrecipient's leverage and match when such contributions meet the following criteria:

- Are verifiable from the subrecipient's records
- Are necessary for proper and efficient accomplishment of project and program objectives
- Are reasonable (i.e. what a prudent person would do under the circumstances prevailing at the time the decision was made to incur the cost)
- Are allowable under the applicable federal cost principles
- Match - Are not currently or previously funded by the federal government under another award
- If provided by a third party (not the funded entity) is documented on letterhead by the third party
- Take place between the start and end dates of the project. Leverage and Match must be accrued within the project period concurrently.

In-kind (non-personnel) services shall be valued at the usual rate the entity charges for performing like services. Documentation of the rate claimed or actual costs, as applicable must be provided.

The subrecipient must collect support for leverage and match contributions to the same level of detail as required for reimbursed expenses. Documentation supporting in-kind rates/values and use, if applicable, must be collected and provided to EMPLOY MILWAUKEE when leverage and match is claimed. Staff Accountant may request documentation monthly or may review during Staff Accountanting.

## General Principles Affecting Allowability of Costs

### Cost Allowability Guidelines

Cost allowability guidelines are stated in 2 CFR 200, Subpart E Basic Considerations. To be allowable, grantee costs must meet the following criteria:

1. **Necessary and Reasonable.** Be necessary and reasonable for proper and efficient administration of the grant programs, be allocable thereto under these principles and, except as specifically provided herein, not be a general expense required to carry out the overall responsibilities of the grantee;
2. **Authorized or Not Prohibited.** Be authorized or not prohibited under federal, state or local laws or regulations;
3. **Conform to Limitations or Exclusions.** Conform to any limitations or exclusions set forth in these principles or other governing limitations as to types or amounts of cost items;
4. **Consistent with Grantee Activity.** Be consistent with policies, regulations and procedures that apply uniformly to other activities of the agency of which the grantee is a part;
5. **Consistent with Accepted Accounting Principles.** Be accorded consistent treatment through application of GAAP appropriate to the circumstances;
6. **Conform to Cost Sharing or Matching Requirements.** Not be included as a cost or used to meet cost sharing or matching requirements of any other federally financed program in either the current or a prior-period unless specifically authorized;
7. **Net of Credits.** Be net of all applicable credits; and
8. **Documented.** Be adequately documented.

### Allocation of Joint Costs

The grantee shall comply with the provisions of allocating joint costs described as follows:

1. **Allocable Costs.** Costs are allocable to grants according to the following:
  - a. **Relative Benefits and Consistent Treatment.** A cost is allocable to a particular cost objective, such as a title, program activity or cost category in accordance with the relative benefits received. A cost is allocable to a grant if it is treated consistently with other costs incurred for the same purpose in similar circumstances and if the following applies:
    - (1) The cost is incurred specifically for the grant.
    - (2) The cost benefits both the grant and other work and can be distributed in reasonable proportion to the benefits received.
    - (3) The cost is necessary to the overall operation of the organization although a direct relationship to any particular cost objective cannot be shown.
  - b. **Avoiding Deficiencies or Restrictions.** Any cost allocable to a particular grant or other cost objective under these principles may not be shifted to other federal grants to overcome funding deficiencies or to avoid restrictions imposed by law or by the terms of the grant.
2. **Direct Costs.** Direct costs must be charged directly to a particular grant and cost objective.

## Property Management

All equipment referred to in this section of the manual pertains to equipment purchased for Employ Milwaukee office and any equipment purchases of \$5,000 or more reimbursed to contracting agencies.

Equipment is defined as all items with a unit acquisition cost of \$5,000 or more.

The Fiscal Department will maintain a listing of all equipment with a unit acquisition value of \$5,000 or more.

The procurement policies apply to all equipment purchases.

All property with a life expectancy greater than one year and a cost greater than \$5,000 purchased with Federal funds will be maintained in the inventory register with a description of the property, serial number when applicable, the inventory tag number, acquisition source, unit cost, date of purchase, Federal Fund, name, location of equipment, condition, percentage of federal cost and whether title vests in grantor or grantee.

The CFO & IT Department will reconcile the physical inventory with the previous Inventory Register and make the necessary adjustments.

### **Cost Allocation**

Annually the CFO will review the cost allocation plan. Updates will be made as needed. Chief Executive Officer will review cost allocation plan when changes are made.

## **Subgrantee**

### **Contract Review (Subgrantee)**

All subgrantee contracts are created by the Contract and Fiscal Compliance Manager using documents supplied by Program Staff. The Contract and Fiscal Compliance Manager reviews the contracts to ensure that the grant amount agrees to the award letter, that all pages are included, that the budget is proper and to assure that the budgets expenditures are reasonable based on the type of contract.

Benchmarks are also reviewed and footed by the Contract and Fiscal Compliance Manager.

The Contract and Fiscal Compliance Manager packages the contract and submits it to the Program Manager for final review and approval. Then it is forwarded to the Director of Planning & Programs and the CFO for approval. The CFO approves the Purchase Order. The Contract and Fiscal Compliance Manager submits the contract to the Service Provider for signature and then to the Chief Executive Officer for signature. The Staff Accountant encumbers the contract in the accounting system. The contract is mailed out with a cover letter prepared by the Staff Accountant.

The Staff Accountant files a signed copy of the contract by subgrantee & supplies a copy to the Program Manager.

Invoices are submitted by the subgrantee to Employ Milwaukee for payment. The Staff Accountant reviews the invoice for signatures, contract date, cost limits, mathematical accuracy, and other financial data. The Authorized EMPLOY MILWAUKEE program staff person approves the invoice. Payment will be made when staff indicates that contract requirements are satisfactorily met.

### **Risk Assessment**

Per 2 CFR 200.205 Employ Milwaukee completes risk assessments to gauge monitoring requirements for all subgrantees, for every new contract, based on the following guidelines:

1. Subgrantees that have not had or maintained a current relationship (within the last 12 months) with Employ Milwaukee.
2. Subgrantees that do not meet the minimum criteria for an annual audit.
3. Subgrantees that have known risk factors, per their annual audit, or any other information transmission (ie. word of mouth).
4. Subgrantees that are applying to receive new contractual agreements.

The Risk Assessment will be administered to the subgrantee by the Contracts & Financial Compliance Manager, if completed post award. After July 1, 2016, if an RFP is issued, the Risk Assessment will be included as part of Employ Milwaukee's RFP process.

The subgrantee will be provided the **Subgrantee Internal Control Questionnaire** and will complete and return to the Contracts & Financial Compliance Manager. The Subgrantee Internal Control Questionnaire will only be issued a maximum of once per year to each subgrantee.

The Contracts & Financial Compliance Manager will form a Risk Assessment Committee to review and score subgrantees utilizing the **Subgrantee Risk-Based Assessment Tool**. The committee will consist of both Program and Fiscal personnel familiar with the program and the subgrantee. The resulting score will determine the extent to which the subgrantee will require monitoring and/or its ability, or lack thereof, to perform the contract requirements.

### Risk Based Monitoring

The Contracts and Financial Compliance Manager will conduct annual on-site Monitoring of all sub grantees based on the Risk Assessment scores as noted below.

Employ Milwaukee's Monitoring Plan (MP) Strategy involves a multi-layer process as part of a Risk Based Monitoring Approach.

Per 2 CFR 200.205 Employ Milwaukee completes risk assessments to gauge monitoring requirements for all subgrantees, for every new contract, based on the following guidelines:

1. Subgrantees that have not had or maintained a current relationship (within the last 12 months) with Employ Milwaukee.
2. Subgrantees that do not meet the minimum criteria for an annual audit.



3. Subgrantees that have known risk factors, per their annual audit, or any other information transmission (ie. word of mouth).
4. Subgrantees that are applying to receive any new contractual agreements.

The Risk Assessment will be administered to the subgrantee by the Contracts & Financial Compliance Manager, if completed post award. After July 1, 2016, if an RFP is issued, the Risk Assessment will be included as part of Employ Milwaukee's RFP process.

The subgrantee will be provided the **Subgrantee Internal Control Questionnaire** and will complete and return to the Contracts & Financial Compliance Manager. The Subgrantee Internal Control Questionnaire will only be issued a maximum of once per year to each subgrantee. Although a Risk Assessment will be completed at the start of every new contract and/or start of a new contract term.

The Contracts & Financial Compliance Manager will form a Risk Assessment Committee to review and score subgrantees utilizing the **Subgrantee Risk-Based Assessment Tool**. The committee will consist of both Program and Fiscal personnel familiar with the program and the subgrantee. The resulting score will determine the extent to which the subgrantee will require monitoring and/or its ability, or lack thereof, to perform the contract requirements.

1. Subgrantees will be formally notified of total risk assessment scores.
  - A score of High or Moderate Risk levels will require a full annual on-site monitoring visit by both a Program and Fiscal Representative of the Grantor; in addition to other mandated monitoring requirements. The Subgrantee will be required to immediately respond and enact Corrective Actions to mitigate risks that contributed to the High or Moderate score.
  - A score of Low Risk levels will require annual "virtual" monitoring of the subgrantee by both a Program and Fiscal Representative of the Grantor; in addition to other mandated monitoring requirements. A Low Risk score does not eliminate or disqualify the subgrantee from the possibility of a full on-site monitoring. Employ Milwaukee reserves the right to require access for review at the subgrantees facility, for any reason, with, or without notice.
2. In general, prior to the start of an on-site engagement, a visit prep letter will be sent prior to the visit confirming the date and time, and documentation to be reviewed.
3. At the conclusion of the review, the audit representative and Grantor's Contract Monitor will discuss the findings with the Sub grantee's On-Site Manager and provide him/her with a Follow-Up letter within 30 days of the review. The discussion will include the strengths and deficiencies found in the review.
4. The Sub grantee shall be required to submit a Corrective Action (CA) within thirty calendar (30) days from the receipt of the Monitor's Follow-Up Letter as a result of not meeting any contractual obligation or federal/state requirement.
5. The final report of each year will count towards the Sub grantee's rating for following grant years.

6. Failure to submit an acceptable CA and/or failure to comply with previously accepted CA measures may result in placement on a Performance Improvement Plan (PIP). Placement on a PIP will require the Sub grantee to submit weekly quality assurance updates to the EMI Program Manager. The specific content required in these weekly updates will be presented in a formal PIP letter; the updates will provide the Grantor with confirmation that Sub grantee staff is making every effort to follow federal, state and local policies, while minimizing errors and preventing deficiencies.

7. If at any time the Grantor identifies a deficiency, the Sub grantee may be subject to a PIP. The PIP includes, but is not limited to: setting up a schedule of ongoing review of cases, on-site quality assurance reviews, providing written and/or on-site technical assistance for improvement until the errors identified have been corrected and an acceptable level of improvement has been demonstrated in the quality assurance process and/or the Grantor PIP identified reduction in the error rate is met. It is the Sub grantee's responsibility to implement best practices, develop corrective actions plans, and correct and prevent deficiencies.

8. If the Sub grantee is on a PIP, the Grantor's staff will conduct a follow-up review (file and/or system) and provide a Quality Assurance Report in order to identify training, provide technical assistance and conduct follow-up reviews to ensure that policies and procedures are correctly implemented.

9. Failure to demonstrate compliance with the PIP during the specified timeframe may result in an extension of the PIP or a breach of contract as determined by the Program Manager or Contracts & Financial Compliance Manager and the Grantor's management.

The closed monitoring packet will be reviewed by the CFO. Follow-up visits and/or documentation will be reviewed as needed. The Contracts & Financial Compliance Manager Intern will maintain a status report for each fiscal year.

### Subgrantee Audit Reports

All contractors that have received payments from Employ Milwaukee in excess of the major program threshold as defined in OMB-133 or the Uniform Grants Guidance are required to submit to Employ Milwaukee, an annual financial and compliance audit report prepared by an independent certified public accountant, licensed to practice in the State of Wisconsin.

On an annual basis the Contract and Fiscal Compliance Manager determines which contractors are required under OMB-133 or the Uniform Grants Guidance to have an independent audit. Once it is determined which contractors are required to submit audited reports, the Staff Accountant is to maintain a file on these contractors including the following:

1. Grantee name, contract number, audit period, and auditor firm name.

2. Contractor's audit report checklist.
3. Comments and correspondence regarding audit findings and determinations.
4. Close-out letter for finalized audit procedures.

Contractor audit findings and questioned costs that are applicable to Employ Milwaukee must be resolved between the contractor and Employ Milwaukee. At a minimum, Employ Milwaukee will ensure that contractors have met applicable audit requirements and that appropriate corrective action is taken in instances of non-compliance with laws and regulations applicable to Employ Milwaukee. Employ Milwaukee must ensure that appropriate corrective action is taken within six months after Employ Milwaukee receives the contractor audit report.

Employ Milwaukee must obtain the contractor's audit report within 9 months of the contractor's fiscal year end. Contractor audit reports must be sent to Employ Milwaukee within 30 days of receipt of the final report from the independent auditors.

Employ Milwaukee will determine whether the contractor audit necessitates adjustment of Employ Milwaukee's own records. Within 30 days Employ Milwaukee will make a written determination of contractor compliance with audit requirements as well as written recommendation for necessary corrective action in instances of non-compliance. These determinations and recommendations will be sent to the contractor along with a schedule of disallowed cost, if any. If the contractor is determined to be in compliance and requires no corrective action, the audit resolution process is considered to be complete and final.

Within 45 days of receipt of Employ Milwaukee's determination and recommendations, contractors deemed as needing corrective action will provide Employ Milwaukee with written evidence of corrective action measures that have been implemented. During this time Employ Milwaukee's staff will work closely with the contractor's staff to assist in establishing the appropriate corrective action.

Employ Milwaukee has approximately 60 days left to review the contractor's corrective action, determine its effectiveness in correcting the finding(s) or questioned cost(s) and if necessary, require further corrective action by the contractor. Any further corrective action must again be reviewed by Employ Milwaukee within the same 60-day period until the contractor is back into compliance.

At any point in this process when Employ Milwaukee enters into writing that a contractor is in compliance and no longer needing additional corrective action, the audit resolution process is considered final.

## EMPLOY MILWAUKEE Audit

Employ Milwaukee will have a financial, compliance and eligibility audit performed annually. Audits are procured in coordination with the WWDA RFP processes.

### *Preliminary Audit*

1. During the course of the audit, the audit firm will be in close contact with Employ Milwaukee staff to inform them of problems, potential disallowed costs, etc., with any of the contractors audits, informal resolution of potential findings can begin at this time.
2. After the field work of auditing Employ Milwaukee is complete, an exit conference will be held at which time Employ Milwaukee staff will be made aware of any findings that are to be in the Draft Report.
3. Between the exit conference and the Draft Report, informal resolution may continue.
4. The Personnel & Finance Committee will receive a report of all activities relating to the audit.

### *Draft Audit Report*

The Draft Audit Report will be issued to Employ Milwaukee Personnel & Finance Committee. This Report is not a public document.

### *Final Audit Report*

1. The Final Audit Report, incorporating the Draft Report and the Responses, will be issued by the audit firm to Employ Milwaukee Personnel & Finance Committee.
2. This report is a public document and initiates the Audit Resolution Process.
3. The response may include, but is not limited to the following: Interpretation of Audit Findings, further Documentation of Questioned Costs, Explanations, Changes in procedures made or planned etc.
4. The Final Audit Report responses will be approved by the Personnel & Finance Committee.

### *Findings and Determinations*

1. Based on Employ Milwaukee's response to the Final Audit Report, the DWD audit staff will issue a statement of Findings and Determinations. This is a public document.
2. The Personnel & Finance Committee will receive a copy of this document.

- 3. Employ Milwaukee has the option of contesting the findings. Employ Milwaukee may enter into the Formal Grievance Procedure by filing a written complaint with DWD.

Other

Board Minutes

Accurate minutes of all EMPLOY MILWAUKEE board meetings will be prepared by the Executive Assistant II or his/her designee.

The Chief Executive Officer will receive and review a copy of the minutes of all committee and Board meetings. Employ Milwaukee Board will also receive copies of all minutes and approve them.

Insurance

Employ Milwaukee shall maintain the proper corporate insurance to include employee dishonesty (bond), workman's compensation, liability, and loss from fire and theft. Insurance documentation including policies shall be kept in a file in the Fiscal Department.

Fiscal Procedures Manual

The Fiscal Procedures Manual is reviewed, at minimum, on an annual basis. More frequent reviews may occur when deemed necessary.

This Fiscal Procedures Manual is effective July 1, 2015.

Current Staffing

Chief Financial Officer .....	<i>Patti Porth</i>
Contracts and Financial Compliance Manager	<i>Elizabeth Tyson/Jankowski</i>
Accounting Manager .....	<i>Jaime Zillmer</i>
Staff Accountant .....	<i>Andrew Herther</i>
Staff Accountant.....	<i>Open</i>
Accounting & Payroll Clerk.....	<i>Thongpanh Vongphouthone</i>
Accounting Intern.....	<i>Carmen De La Torre</i>

# WIOA POLICIES AND PROCEDURES

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## Priority of Service Policy Workforce Innovation and Opportunity Act (WIOA) Adult Program

**Effective July 1, 2017**

### Purpose

The Workforce Innovation and Opportunity Act (WIOA) requires that local workforce boards have a priority of service policy for the delivery of WIOA career and training services. Additionally, the Jobs for Veterans Act (JVA), Public Law 107-288, includes a priority of service requirement for veterans and eligible spouses in qualified job training programs such as WIOA.

The Employ Milwaukee Priority of Service Policy incorporates the priority of service requirements of both WIOA and JVA for the WIOA Adult Program operated or administered by Employ Milwaukee.

### Background

WIOA specifies that for provision of individualized career services and training services to adult participants priority must be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient.

JVA requires that veterans and eligible spouses ("covered persons") be given priority over non-covered persons (those not veterans or eligible spouses) for the receipt of employment, training, and placement services as provided by WIOA. Priority means that veterans and eligible spouses are entitled to precedence over non-covered persons for services. This means that a veteran or an eligible spouse receives access to a service earlier in time than a non-covered person.

### Definitions

#### Recipient of Public Assistance

- Receives, or in the past six months has received, or is a member of a family that is receiving or in the past six months has received, assistance through FoodShare, Temporary Assistance for Needy Families (TANF), or the Supplemental Security Income (SSI) program, or state or local income-based public assistance;

#### Other Low-Income Individual

An individual who meets any *one* of the following criteria satisfies the low-income requirement for WIOA adult services:

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Employ Milwaukee Priority of Service Policy (Adult-Veterans)

## WIOA POLICIES AND PROCEDURES

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- Is in a family with total family income that does not exceed the higher of:
  - the federal poverty level guidelines; or
  - in relation to family size, is not in excess of the current combined U.S. Department of Labor 70 percent Lower Living Standard (LLS) Income Level and U.S. Department of Health and Human Services (HHS) Poverty Guidelines;
- Is a homeless individual as defined in §41403(6) of the Violence Against Women Act of 1994, or a homeless child or youth as defined in §725(2) of the McKinney-Vento Homeless Assistance Act;
- Receives or is eligible to receive a free or reduced-price lunch under the Richard B. Russell National School Lunch Act;
- Is a foster youth on behalf of whom state or local government payments are made; or
- Is an individual with a disability whose own income meets:
  - WIOA's income requirements, even if the individual's family income does not meet the income requirements; or
  - The income eligibility criteria for payments under any federal, state, or local public assistance program.

Basic Skills Deficiency

Wisconsin has defined basic skills deficient as an individual that has English reading, writing, or computing skills at or below the 8<sup>th</sup> grade (8.9 or lower) level. It is expected that basic skills deficient will be determined using a generally accepted standardized objective, valid and reliable assessment, such as the Test for Adult Basic Education (TABE); or who is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society..

Veteran

A person who served at least one day in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2). Active service includes full-time Federal service in the National Guard or a Reserve component. This definition of "active service" does not include full-time duty performed strictly for training purposes (i.e., that which often is referred to as "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).

Eligible Spouse

The term "eligible spouse" means the spouse of any of the following:

- a. Any veteran who died of a service-connected disability;
- b. Any member of the Armed Forces serving on active duty who, at the time of application, is listed in one or more of the following categories and has been so listed for a total of more than 90 days:
  - i. Missing in action;
  - ii. Captured in the line of duty by a hostile force; or
  - iii. Forcibly detained or interned in the line of duty by a foreign government or power;

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- c. Any veteran who has a total disability resulting from a service-connected disability, as evaluated by the Department of Veterans Affairs; or
- d. Any veteran who died while a disability was in existence. A spouse whose eligibility is derived from a living veteran or service member (i.e., categories b. or c. above) would lose his or her eligibility if the veteran or service member were to lose the status that is the basis for the eligibility (e.g. if a veteran with a total service-connected disability were to receive a revised disability rating at a lower level). Similarly, for a spouse whose eligibility is derived from a living veteran or service member, that eligibility would be lost upon divorce from the veteran or service member.

## **Priority of Service**

Veterans and eligible spouses continue to receive priority of service for all U.S. Department of Labor funded job training programs, which include WIOA programs. Since WIOA requires that priority of service be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient in the provision of individualized career and training services, priority of service is provided as follows:

Priority #1: Veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient;

Priority #2: Non-covered persons (persons who are not veterans or eligible spouses of veterans) who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient;

Priority #3: Veterans and eligible spouses who are not also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient; and

Priority #4: Non-covered persons who are not also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient.

Priority of service means that veterans and eligible spouses are given priority over non-covered persons for the receipt of employment, training, and placement services provided under a qualified job training program. Priority means that veterans and eligible spouses are entitled to precedence over non-covered persons for services. This requires that a veteran or an eligible spouse receives access to a service earlier in time than a non-covered person.

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



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#### Priority of Service Delivery

Veterans and eligible spouses are **required to be identified** at the point of entry into WIOA services, **and to be informed** of and given the opportunity to take full advantage of the following:

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

The Employ Milwaukee website for adult job seekers is **not a point of entry into WIOA services**. However, it informs users that veterans and spouses are entitled to priority of services and includes links to U.S. DOL websites containing information on employment and training services for veterans.

The following process is to be used by all WIOA career coaches:

- Career coaches will provide veteran and eligible spouse customers with copies of both the Employ Milwaukee Priority of Service Policy and the Veterans and Eligible Spouses Priority of Service Rights.
- Veteran and eligible spouse customers will sign an Acknowledgement Form that they received copies of the Policy and the Service Rights (the acknowledgement is to be kept in the customer file and included in the registration packet sent to Employ Milwaukee);
- Veteran or eligible spouse status must be indicated on all referrals for WIOA services.

#### Monitoring

The following monitoring procedures are utilized to ensure compliance with the requirements in this policy:

- Employ Milwaukee
  - Reviews each new WIOA registration to verify that all required information, which includes veteran status, has been entered into ASSET and the ETO databases.
  - Reviews every WIOA registration documentation packet to verify that a signed Acknowledgement Form is included.
  - Reviews all vouchers for WIOA services before approval.
- All referrals to non-vouchered services must be approved by Employ Milwaukee and are reviewed for veteran status and priority.
- Regularly held WIOA career coach meetings will include training on the Priority of Service Policy as well as any federal, State, and local updates and modifications.

## WIOA POLICIES AND PROCEDURES

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**Employ Milwaukee is an Equal Opportunity Employer, Service Provider and proud partner of the American Job Center network.**

**Auxiliary aids and services are available upon request for individuals with disabilities.**



## **Priority of Service Policy – Veterans and Eligible Spouses** **Workforce Innovation and Opportunity Act (WIOA)**

**Effective July 1, 2017**

### **Purpose**

The Workforce Innovation and Opportunity Act (WIOA) requires that local workforce boards have a priority of service policy for the delivery of WIOA career and training services. Additionally, the Jobs for Veterans Act (JVA), Public Law 107-288, includes a priority of service requirement for veterans and eligible spouses in qualified job training programs such as WIOA.

This Employ Milwaukee Priority of Service Policy incorporates the priority of service requirements of both WIOA and JVA for the WIOA Programs operated or administered by Employ Milwaukee (exclusive of Adult Services which has additional requirements addressed in an additional and separate Priority of Service Policy).

### **Background**

WIOA and JVA require that veterans and eligible spouses (“covered persons”) be given priority over non-covered persons (those not veterans or eligible spouses) for the receipt of employment, training, and placement services as provided by WIOA. Priority means that veterans and eligible spouses are entitled to precedence over non-covered persons for services. This means that a veteran or an eligible spouse receives access to a service earlier in time than a non-covered person.

### **Definitions**

#### **Veteran**

A person who served at least one day in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2). Active service includes full-time Federal service in the National Guard or a Reserve component. This definition of “active service” does not include full-time duty performed strictly for training purposes (i.e., that which often is referred to as “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).

#### **Eligible Spouse**

The term “eligible spouse” means the spouse of any of the following:

- a. Any veteran who died of a service-connected disability;
- b. Any member of the Armed Forces serving on active duty who, at the time of application, is listed in one or more of the following categories and has been so listed for a total of more than 90 days:
  - i. Missing in action;
  - ii. Captured in the line of duty by a hostile force; or
  - iii. Forcibly detained or interned in the line of duty by a foreign government or power;
- c. Any veteran who has a total disability resulting from a service-connected disability, as evaluated by the Department of Veterans Affairs; or
- d. Any veteran who died while a disability was in existence. A spouse whose eligibility is derived from a living veteran or service member (i.e., categories b. or c. above) would lose his or her eligibility if the veteran or service member were to lose the status that is the basis for the eligibility (e.g. if a veteran with a total service-connected disability were to receive a revised disability rating at a lower level). Similarly, for a spouse whose eligibility is derived from a living veteran or service member, that eligibility would be lost upon divorce from the veteran or service member.

### **Priority of Service**

Veterans and eligible spouses continue to receive priority of service for all U.S. Department of Labor funded job training programs, which include WIOA programs. Priority of service means that veterans and eligible spouses are given priority over non-covered persons for the receipt of employment, training, and placement services provided under a qualified job training program. Priority means that veterans and eligible spouses are entitled to precedence over non-covered persons for services. This requires that a veteran or an eligible spouse receives access to a service earlier in time than a non-covered person.

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

### **Priority of Service Delivery**

Veterans and eligible spouses are **required to be identified** at the point of entry into WIOA services, **and to be informed** of and given the opportunity to take full advantage of the following:

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

The **Employ Milwaukee website** for adult job seekers is **not a point of entry into WIOA services**. However, it informs users that veterans and spouses are entitled to priority of services and includes links to U.S. DOL websites containing information on employment and training services for veterans.

The following process is to be used by all WIOA Career Coaches:

- Career Coaches will provide veteran and eligible spouse customers with copies of both the Employ Milwaukee Priority of Service Policy and the Veterans and Eligible Spouses Priority of Service Rights.
- Veteran and eligible spouse customers will sign an Acknowledgement Form that they received copies of the Policy and the Service Rights (the acknowledgement is to be kept in the customer file and included in the registration packet sent to Employ Milwaukee);
- Veteran or eligible spouse status must be indicated on all referrals for WIOA services.

### **Monitoring**

The following monitoring procedures are utilized to ensure compliance with the requirements in this policy:

- Employ Milwaukee
  - Reviews each new WIOA registration to verify that all required information, which includes veteran status, has been entered into ASSET and the ETO databases.
  - Reviews every WIOA registration documentation packet to verify that a signed Acknowledgement Form is included.
  - Reviews all vouchers for WIOA services before approval.
- All referrals to non-vouchered services must be approved by Employ Milwaukee and are reviewed for veteran status and priority.
- Regularly held WIOA Career Coach meetings will include training on the Priority of Service Policy as well as any federal, State, and local updates and modifications.

## EMPLOY MILWAUKEE WIOA POLICY

**EMPLOY MILWAUKEE POLICY:** WIOA POLICY 17-01

**SUBJECT:** INDIVIDUAL TRAINING ACCOUNTS (ITA)

**EFFECTIVE DATE:** APRIL 1, 2018

### POLICY SCOPE

- ☐ WIOA WDA 2 SYSTEM
- ☒ WIOA TITLE I-B PROGRAM(S)
  - ☒ ADULT PROGRAM
  - ☒ DISLOCATED WORKER PROGRAM
  - ☒ YOUTH PROGRAM

### REFERENCES:

29 USC 3101, Workforce Innovation and Opportunity Act (WIOA), §122 and 134

20 CFR 680 Subparts B-D

United States Department of Labor Training and Employment Guidance Letters (TEGLs) WIOA 21-16, WIOA 19-16, and WIOA 03-15

Wisconsin WIOA Titles I-A and I-B Policy and Procedure Manual Chapter 8.3.4, Rev. July 1, 2017

Wisconsin Workforce Investment Act (WIA) Policy 11-04

## I. BACKGROUND

WIOA allows participants of WIOA Title I-B Adult, Dislocated Worker and Out-of-School Youth Programs who seek training services to select an eligible provider of training services from the state list of eligible providers and programs (ETPL). Payment for such training services is arranged through an Individual Training Account (ITA). Participants of a WIOA In-School Youth Program may seek such training services only when co-enrolled in a WIOA Adult Program and only when funded through that WIOA Adult Program.

## II. PURPOSE

Employ Milwaukee WIOA Policy 17-01: Individual Training Accounts describes the process through which the Workforce Development Board (WDB) meets federal requirements related to the use of ITAs for training services. This policy also establishes local procedures for ensuring consumer choice and limitations for ITAs in Workforce Development Area (WDA) 2.

## III. POLICY

### A. CONSUMER CHOICE

WIOA requires that the local WDB ensures informed consumer choice in the selection of training programs through the WDA's American Job Centers (AJCs). The area's One-Stop Operator ensures that the state's ETPL is available in all area AJCs. WIOA participants must select, in consultation with a Career Planner, an Eligible Training Provider (ETP) from the Wisconsin ETPL. Such consultation must include a discussion of program quality and performance information on the available ETPs. WIOA requires that priority consideration be given to programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local WDA.

### B. FUNDING

20 CFR § 680.230 outlines the requirements for coordination of WIOA training funds and other grant assistance. WIOA funding for training is limited to participants who are unable to obtain grant assistance from other sources to

pay the training costs or who require assistance beyond that available under grant assistance from other sources to pay training costs. Therefore, Employ Milwaukee may only pay training costs that are not covered by another funding source.

### **C. REQUIRED PREDECESSORS**

An individual must receive an assessment and have an Individualized Employment Plan (IEP) or Individualized Service Strategy (ISS) developed with their WIOA Career Planner. The Career Planner must document a determination of need for training services as determined through the assessment and career planning informed by local Labor Market Information and training provider performance information. The training services must align with the assessment results and be included in the IEP or ISS.

A participant may only receive WIOA Title I-B-funded training if s/he meets requirements of 20 CFR §680.210, which includes that “the individual is not considered economically self-sufficient and needs training to obtain economic self-sufficiency or the individual is considered economically self-sufficient but is unlikely to remain so without training” as stated in the Wisconsin WIOA Title I-A and I-B Policy and Procedures Manual. A WIOA Career Planner must use the Economic Self-Sufficiency Calculator in ASSET to justify placing the participant into training.

### **D. LIMITATIONS**

#### **1. Program Limitations**

ITAs may only cover training programs for an in-demand occupation or sector, as substantiated by labor market information, including that provided on the State of Wisconsin Department of Workforce Development’s Hot Jobs List located on <https://www.jobcenterofwisconsin.com/wisconomy>.

ITAs for completion of a Baccalaureate (Bachelor’s) Degree will be considered only when the participant can provide documentation from the training provider that the degree can be completed in four semesters or less. ITAs may not be used to pay for costs associated with Post-Graduate Degrees.

#### **2. Duration Limitations**

One individual training voucher may not exceed 6 months of training. Multiple vouchers for the same course of study may not exceed 4 consecutive semesters. Individuals receiving a training voucher may not receive another for a different course of study until 12 months after the first training program has been completed. Dollar limitations detailed below are measured in seven-year increments, regardless of an individual’s exit from and subsequent reentry into a WIOA Program.

#### **3. Dollar Limitations**

WIOA participants in WDA 2 may not receive training services that exceed \$4,000 in costs. There are limited exceptions, outlined below, which allow the maximum cost to exceed this amount up to a total of \$7,000. The WDA 2 training cap is based on a seven-year look back period. The voucher shall document training costs covered by the ITA (tuition) and by Supportive Services (books, fees and other educational materials and supplies).

#### **4. Exceptions**

An exception to Employ Milwaukee’s requirement that a training program be for an in-demand occupation or sector will be considered when provided with a justification statement accompanying the voucher packet. An exception to Employ Milwaukee’s duration limitation per individual will be considered when provided with a justification statement accompanying the voucher packet. An exception to Employ Milwaukee’s \$4,000

training cap per individual will be considered when provided with a justification statement accompanying the voucher packet. In such cases where an exception to the \$4,000 maximum is approved, a participant's training costs may not exceed \$7,000 in total.

A request for an exception to an Employ Milwaukee training cap must be made as outlined in the Procedures section below.

## IV. PROCEDURES

### A. PAYMENT METHOD

Because 20 CFR §680.300 states that "the ITA is a payment agreement established on behalf of a participant with a training provider," payment of ITA costs are made directly to the training provider providing the services. Direct reimbursements to participants for training dollars are not allowed.

Employ Milwaukee reimburses 100% of ITA costs at time of voucher approval for the following training providers: Wisconsin Technical Colleges, University of Wisconsin System and Wisconsin Association of Independent Colleges and Universities Institutions, 4Cs of Greater Milwaukee and others as approved by Employ Milwaukee.

ITA payments to all other training providers are based on the following benchmarks: 80% of the voucher value at program enrollment, 20% when the student has obtained placement. Employ Milwaukee defines enrollment as attending the first calendar week of a training, not including an orientation. A training invoice must be accompanied by an enrollment list that includes the WIOA participant and attendance sheets for the first calendar week, at which time a unit rate of 80% of the ITA cost will be paid.

Employ Milwaukee defines placement for training provider payment purposes as when a WIOA participant completes the training program, obtains unsubsidized employment that meets the state's self-sufficiency definition as calculated in ASSET, and retains that job for at least 30 calendar days. The employment must be documented on an Employ Milwaukee Verification of Employment (VOE) form. Placement payment for a WIOA participant in a training program that exceeds one semester in length will be made upon placement substantiation after the entire training program is complete. Training providers are prohibited from holding the participant liable for costs covered by WIOA funds but not paid by Employ Milwaukee when the benchmark required to receive the final 20% payment is not met.

### B. CAREER PLANNER ACTIVITIES

WIOA Career Planners must review and discuss training provider options with a WIOA participant who is seeking training services. A case note must be made in ASSET stating the date on which the ETPL was reviewed with the participant to substantiate informed consumer choice.

A WIOA participant must complete a Free Application for Federal Student Aid (FAFSA) to see if a Federal Pell Grant may be available to assist with the funding of training. For training programs that indicate Financial Aid is not available on the WI ETPL, participants do not need to complete a FAFSA. In such instances, the Career Planner must indicate in an ASSET case note that Financial Aid is not available for the training program. A WIOA participant may enroll in WIOA-funded training while his/her application for a Pell grant is pending if the WIOA Career Planner has made arrangements with the training provider and the WIOA participant regarding allocation of the Pell Grant, should it be subsequently awarded. In that case, the training provider must reimburse the program the WIOA funds used to underwrite the training for the amount the Pell Grant covers, including any education fees the training provider charges to attend training. Reimbursement is not required from the portion of Pell Grant assistance disbursed to the WIOA participant for education-related expenses, which includes



supportive services, per 29 CFR § 680.23(c). A copy of the completed FAFSA must be included in the participant's file.

When a WIOA participant has selected a provider, the Career Planner must submit a voucher packet containing the voucher and supporting documentation to the Employ Milwaukee designee. A voucher packet that includes a request for an exception to an Employ Milwaukee training or ITA limitation must include a justification statement and be provided to the Employ Milwaukee Program Specialist for preliminary approval. The Employ Milwaukee Program Specialist will consider the reasonableness of the request and will submit to an Employ Milwaukee Exception Approver if it has been preliminarily approved. Once Employ Milwaukee has granted an exception to the limitation and provided signatory approval, the voucher may be completed and processed as usual.

### C. POST-ENROLLMENT ACTIVITIES

After a WIOA participant has enrolled in a training program for which student financial aid is available, the training provider's financial aid officer must inform the Career Planner of the amounts and dispositions of any financial assistance awarded to the individual for that training program. The training provider may not apply any Pell funds received for the participant to the participant's supportive services costs.

The Career Planner must update the training service in the participant's ASSET record in Manage Services with the actual open and closed dates, the completion code, the ITA Program Outcome, and the ITA Employment Outcome. Any credential received from the training services must be properly documented in the file and added to the participant's ASSET record in Manage Follow-ups. Any measurable skill gain achieved through the training services must be properly documented in the file and added to the participant's ASSET record in Manage Assessments.

## V. ACTION REQUIRED

WIOA Title I-B Service Providers in WDA 2 must share this policy with Career Planners and other WIOA staff immediately. All voucher requests for ITA costs submitted following this policy's effective date must meet the local requirements and follow prescribed procedures described herein.

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**RECISSIONS:** [Employ Milwaukee ITA Policy and Procedures, Eff. July 1, 2017](#)

**BOARD APPROVAL DATE:** [MARCH 15, 2018](#)

EMPLOY MILWAUKEE IS AN EQUAL OPPORTUNITY EMPLOYER AND SERVICE PROVIDER. AUXILIARY AIDS AND SERVICES ARE AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES. IF YOU NEED THIS INFORMATION INTERPRETED TO A LANGUAGE YOU UNDERSTAND OR IN A DIFFERENT FORMAT, PLEASE CONTACT US. CALLERS WHO ARE DEAF OR HEARING OR SPEECH-IMPAIRED MAY REACH US AT WISCONSIN RELAY NUMBER 711.

# WIOA POLICIES AND PROCEDURES

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## **Employ Milwaukee** **On-The-Job Training Policy**

**Effective July 1, 2017**

### **Background**

On-the-Job Training can be an effective tool in assisting participants who, after receiving basic and individualized career services, have been unsuccessful in obtaining or retaining employment that allows for self-sufficiency. This form of training is an exception to the requirement under WIOA to establish an Individual Training Account for eligible individuals to finance training services.

On-the-Job Training funds may be used to support placing participants in a registered apprenticeship program and can be combined with Individualized Training Account funds to do so as provided in 20 CFR § 680.740 and § 680.750.

OJT is defined as paid training by an employer that is provided to a participant while engaged in productive work. An OJT:

- Provides knowledge or skills essential to the full and adequate performance of the job;
- Typically provides reimbursement to the employer of up to fifty percent of the wage rate of the participant (under limited circumstances may be increased to seventy-five percent as provided in 20 CFR § 680.730), for the extraordinary costs of providing the training and additional supervision related to the training; and
- Is limited in duration to the time required for the participant to become proficient in the occupation for which the participant is being trained, taking into account the skill requirements of the occupation, the academic and occupational skill level of the participant, the prior work experience of the participant, and the service strategy of the participant.

Payments made to employers are considered to be reimbursements for the extraordinary costs of training, including lower productivity, which are over and above normal training that would be provided to non-WIOA eligible new hires. Extraordinary costs are defined as the difference between the costs of training and the productivity associated with employing WIOA participants to costs associated with others similarly employed. Employers are not required to document such extraordinary costs.

The following guidelines are designed to assist staff in developing an OJT position. These 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 and reasonable.

### **On-the-Job Training**

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## A. Identification of On-the-Job Training Need

An OJT contract is appropriate when the participant lacks the skills necessary to obtain or retain employment with that specific employer. The need for any OJT should also be identified in the individual employment plan wherein the participant's interests, abilities, and needs are identified.

## B. Selection of Participants for OJT

At a minimum, an individual must receive at least one intensive service, such as development of an individual employment plan with a case manager or individual counseling and career planning, before the individual may receive training services. The individual must also have been unsuccessful in obtaining or retaining employment that allows for self-sufficiency. In addition, the case file must contain a determination of need for training services as identified in the individual employment plan, comprehensive assessment, or through any other intensive service received.

In most cases, on-the-job training is not an appropriate activity for youth participants under age 18. However, per 20 CFR 681.800, Employ Milwaukee (EMI) will choose to use this service strategy for eligible youth when it is appropriate based on the needs identified by the objective assessment of an individual youth participant.

An individual referred to the program by an employer (reverse referral) may be considered for OJT with the employer if the following conditions are met:

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.

OJT contracts may be written for eligible employed workers when:

1. The employed individual is not earning a self-sufficient wage as determined by EMI; and
2. The OJT relates to the introduction of new technologies, new products or service procedures, upgrading to new jobs that require new skills, workplace literacy, or other purposes identified by the EMI.

Individuals who have completed formal training via an Individual Training Account (ITA), but are at risk of not achieving employment within 90 days of training completion, may be considered for OJT if it creates an opportunity for a positive outcome.

## C. Selection of Employers for OJT

Prior to the selection of an employer for OJT participation, a pre-award review must be conducted to ensure that the business, or part of the business, has not relocated from another location in the U.S., if the relocation resulted in any employee losing his or her job at the original location.

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Prior to committing funds for OJTs, staff will utilize an “OJT Checklist” to evaluate potential OJT employers (i.e., business size, length of time in business, type of business, percentage of workforce to be OJTs, previous OJT participation, adequacy of personnel and accounting systems, etc.). This can assist in determining if the OJT experience will be of good quality, the employer is able to provide the training, and trainees will be retained into permanent employment that offers good pay and benefits, with opportunities for career advancement.

Potentially eligible employers able to participate in OJT contracting include: private-for-profit businesses, private non-profit organizations, and public sector employers. Employment and employee leasing agencies may be eligible for OJT contracts if all other requirements are met and they provide permanent on-going employment (not probationary, temporary, or intermittent) in a specific occupation and they place employees at the worksite of another employer to perform work for such employer.

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

1. The employer has a history of failing to provide WIOA or WIA participants with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to other employees who have worked a similar length of time and who are doing the same type of work.
2. There is not a reasonable expectation of continuing employment in the occupation being trained for.
3. The employer is not in compliance with applicable assurances and certifications.

In addition:

1. WIOA OJT is not an entitlement program for employers. The decision to enter into an OJT contract with an employer is at the discretion of EMI.
2. Reimbursements for OJT are not intended to be wage subsidies to employers for normal hiring and training of employees; rather they are intended for extraordinary costs of training WIOA participants. Some of these costs include more intense supervision, above average material wastage, abnormal wear on tools, down time, and a lower rate of production.
3. Payments made are reimbursement for regular “straight” time; for actual hours worked with no overtime premium, holiday pay, vacation, sick days, time spent on jury duty, or fringe benefits included.
4. OJT payments to employers may include scheduled pay raises or regular pay increases, comparable to similarly situated non-OJT employees.
5. Participants under WIOA OJT contracts shall comprise no more than 25% of the employer’s employees. However, EMI may make exceptions for a higher percentage on a case-by-case basis either for a particular employer or industry sector. A high percentage of OJTs at a single employer calls into question whether the funds are being used for business development/

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subsidy without which the business would not exist/be sustainable. One requirement of OJT is to assess the participant's skills against the requirements of the job. If all/most of the trainees are OJT, it would be difficult to assess. In addition, the quality of training and supervision for a large number of OJT positions would be questionable.

## D. 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 on a career pathway. Consideration will be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan.

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

1. Full time permanent positions (minimum of 32 hours per week);
2. 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 compensation where the employer is normally required to provide such coverage to its employees; and
3. 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.

Occupations under which individuals may not be placed under an OJT contract include, but are not limited to the following:

1. Occupations depending on commission as the primary income source.
2. Professional occupations for which the trainee already possesses a license (e.g., real estate agent, insurance agent, bartender, etc).
3. Occupations dependent on tips or gratuities as the primary income source.
4. Occupations which provide for only temporary or intermittent employment.
5. A low-skilled occupation that would generally require little or no training (i.e., less than six weeks), which is considered to be the normal training period for any new employee.

Generally, consideration of high turnover jobs should be avoided. In certain situations, where the returns on investment, potential earnings, or needs of the specific customer warrant it, such opportunities may be acceptable.

## E. Content of the OJT Contract

OJT contracts will specify:

1. Occupation for which training is to be provided;
2. Name of the participant to be trained;

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3. Immediate supervisor's name;
4. Wage rate;
5. Method and maximum amount of reimbursement;
6. Beginning and ending dates of the contract;
7. Job description and a training plan including training hours by skill areas or tasks;
8. Special health or safety equipment or precautions required, if any;
9. Special tools or uniforms required, if any, and whether or not the employer will supply them;
10. Any costs associated with reasonable accommodations for individuals with disabilities;
11. Modification conditions and requirements; and
12. Contract termination conditions.

OJT contracts will contain appropriate assurances and certifications including:

1. Compensation for the participant at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills. Such rates may not be less than the higher of the federal or State minimum wage.
2. Provision of benefits and working conditions at the same level and extent as other employees of similar longevity 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. The employer must also secure worker's compensation or other insurance coverage for work-related injury of trainees.
3. Maintenance, retention, and access to records by the EMI, State, and Department of Labor personnel to support the training activity and associated reimbursements, i.e., time and attendance records, payroll records, invoice and reimbursement documents, and other information necessary to respond to monitoring reviews or audits (documentation of extraordinary costs are not required).
4. Prohibition on the use or proposed use of WIOA funds as an inducement to a business or part of a business to relocate if the relocation results in any employee losing his/her job at the original location.
5. Prohibition on the use or proposed use of WIOA training funds on any business or part of a business that has relocated from any location in the U.S., until the company has operated at the new location for 120 days, if the relocation resulted in any employee losing his/her job at the previous location.
6. No currently employed worker shall be displaced by the OJT participant including a partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. The employer also agrees that no OJT participant shall be placed into a position that is currently vacated by an employee who is on layoff, involved in a work stoppage or on strike, or is open due to a hiring freeze, or into a position in which the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring the eligible worker. The employer further agrees that this contract does not infringe in any way upon the promotional opportunities of current employees.
7. No OJT contract shall impair: (a) existing contracts for services; or (b) existing collective bargaining agreements, unless the employer and labor organization concur in writing with respect to any elements of the proposed activities which affect such agreement.

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8. Assurance that adequate supervision will be provided at all time while the trainee is on the job site.
9. Health and safety standards under Federal and State law are equally applicable to OJT participants.
10. The employer must comply with civil rights law and regulations, including nondiscrimination.
11. Prohibition on the use of WIOA funds to directly or indirectly assist, promote or deter union organizing or engage in political activities (including lobbying) during work hours.
12. No officer, employee or other agent of the employer shall recommend hiring, decide hiring, establish salary/wage rate, or provide preferential supervisory treatment with respect to a trainee who is a member of the officer's, employee's or agent's immediate family.
13. Prohibition on being employed in the construction, operation or maintenance of any facility that is used for religious instruction or worship.
14. Prohibition on the use of funds for construction except for provision of reasonable accessibility and accommodation.

## F. Determining Length of OJT Contract

An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. The amount of training hours needs to take into account the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, the participant's individual employability plan, job accommodations that may be required, and discussions with the employer. The contracted training hours cannot include those types of training normally provided by the employer for new employees such as orientation to the job/business, safety procedures, etc. In addition, consideration must be given to recognized reference materials such as ONET which includes the Specific Vocational Preparation (SVP) system.

Generally, OJT contracts will not be done for less than six weeks or more than six months. Jobs that need less than six weeks training usually require no appreciable levels of training beyond periods of orientation that an employer would be expected to cover as part of their normal costs of doing business. Jobs that require more than six months of training to prepare a person for successful entry level employment will be reviewed on a case by case basis.

## G. Developing the Training Plan

The OJT contract must include a copy of the job description and training plan. The job description and training plan, including skills to be learned on the job and the time necessary to learn each skill, must be sufficiently specific to verify that training was provided in accordance with the contract. The following guidelines apply:

1. Activities (the work statement) must be described clearly to show that the employer is obligated to conduct training.
2. Skills to be learned (measurable) should be separately listed with estimated training times for each.
3. Training times must be reasonable.



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4. Training times must be geared to both the complexity of the job and the abilities of the trainee and in accordance with the SVP system.
5. Consideration must be given to recognized reference materials, such as ONET.
6. The training outline must identify the job title of the person(s) responsible for the training.
7. The training outline must include measurement and evaluation procedures.
8. The trainee, supervisor, and/or trainer should be knowledgeable about the training plan.
9. Consideration of reasonable accommodation(s), such as providing materials in an alternative format.
10. Identification of supportive services necessary for the individual to succeed.
11. The training site is accessible for individuals with disabilities and/or other special needs.

## H. Employer Reimbursement

WIOA provides that occupational training may be provided through an OJT contract with an employer in exchange for wage reimbursement up to 50% for the extraordinary costs of providing the training and additional supervision related to the OJT. EMI will typically reimburse the employer at the 50% reimbursement rate. However, as prescribed in 20 CFR §680.730, EMI may increase employer reimbursement rate to 75% when taking into account the following factors:

1. Whether the participants are "individuals with barriers to employment," as defined in WIOA sec. 3(24);
2. The size of the employer, with an emphasis on small businesses;
3. The quality of employer-provided training and advancement opportunities, for example if the OJT contract is for an in-demand occupation and will lead to an industry-recognized credential; and
4. Other factors the Local Board may determine to be appropriate, which may include the number of employees participating, wage and benefit levels of the employees (both at present and after completion), and relation of the training to the competitiveness of the participant.

The factors used when deciding to increase the wage reimbursement levels above 50 percent up to 75 percent must be documented.

The appropriate program funds must be used for the appropriate WIOA-eligible population: OJT may be provided to low-income adults with WIOA Adult funds, and to dislocated workers with WIOA dislocated worker funds. OJT provided with statewide funds must serve WIOA eligible individuals.

## **Monitoring**

The WDB has policies and procedures in place to ensure that:

- The training plan has measurable indicators of performance.
- Evaluation of those indicators will occur to determine if skills identified in the training plan have been acquired.
- Onsite visit(s) and other monitoring are conducted during the course of the OJT to determine compliance with WIOA requirements, including section 188, progress toward completion of the training plan and to resolve issues for the employer and/or participant.



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Monitoring will ensure that the participant is receiving the training contracted for at the wages in the OJT contract, and that the participant is not required to engage in activities prohibited by WIOA. Employer records will be reviewed to assure that the participant is receiving proper wages and that the employer is withholding taxes and paying workers compensation (or equivalent) insurance.

#### **Automated System Support for Employment and Training (ASSET) and Efforts to Outcomes (ETO) Reporting**

All participants will be recorded in the ASSET and ETO databases.

In ASSET, the OJT service can be found in the Manage Services Menu. For Adults and Dislocated Workers, the service is a Training Service. For Youth, the service is on-the-job training.

In ETO, when the training record is entered, OJT should be selected. If the employer/provider is not listed in the drop down menu, a request should be made to the EMI data department to add it.

**WORKFORCE DEVELOPMENT  
CONSORTIUM AGREEMENT**

**WORKFORCE DEVELOPMENT AREA #2  
(WDA 2)**

## WORKFORCE DEVELOPMENT CONSORTIUM AGREEMENT

### (WORKFORCE DEVELOPMENT AREA #2)

**THIS AGREEMENT** (“Agreement”) is made as of the 11<sup>th</sup> day of December, 2017 (the “Effective Date”) by and between the City of Milwaukee, a Wisconsin municipal corporation, acting by and through its Mayor (“City”), and the Intergovernmental Cooperation Council (“ICC”), a council organized pursuant to Wis. Stat. §66.0301, which consists of the individual elected executive officers of the units of general local government located within Milwaukee County, (collectively, the “Parties”).

WHEREAS, in 2015, the Workforce Innovation and Opportunity Act (WIOA) 29 U.S.C. § 3102, et seq., comprehensive legislation that reforms and modernizes the public workforce system, went into effect, superseding the Workforce Investment Act of 1998; and

WHEREAS, 20 CFR §679.300 proposes that the vision of a local workforce development board is to serve as a strategic leader and convener of local workforce development system stakeholders. The WDA #2 Local Board (“Local Board”) partners with employers and the workforce development system to develop policies and investments that support workforce system strategies that support regional economies, the development of effective approaches, including local and regional sector partnerships and career pathways, and high quality, customer centered service delivery and service delivery approaches; and

WHEREAS, 20 CFR §679.300 proposes that the purpose of a local board is to provide strategic and operational oversight in collaboration with the required and additional partners and workforce stakeholders to help develop a comprehensive and high-quality workforce development system, in the local area and larger planning region; assist in the achievement of the State of Wisconsin’s (“State”) strategic and operational vision and goals and outlines in the State Plan; and maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of the services provided; and

WHEREAS, the Governor of the State of Wisconsin designates local workforce development areas (“Local Areas”) through consultation with the State of Wisconsin Council on Workforce Investment (CWI) (“State Board”), and after consultation with chief elected officials and local boards, and after consideration of comments received through the public comment process, and according to the procedures set forth in WIOA, including 29 U.S.C. §3121(b); and

WHEREAS, each Local Area shall have a local Workforce Development Board appointed by Chief Elected Officials (“CEOs”) in accordance with the WIOA and State criteria; and

WHEREAS, “chief elected official” is defined by WIOA at 29 U.S.C. § 3102(9) as “the chief elected executive officer of a unit of general local government in a local area” and a “unit of general local government” is defined by WIOA at § 3102(62) as “any general purpose political subdivision of a State that has the power to levy taxes and spend funds, as well as general corporate and police powers;” and

WHEREAS, if a Local Area includes more than 1 unit of general local government, the CEOs of such units may execute an agreement that specifies the respective roles of the individual CEOs in (I) the appointment of the members of the Local Board from the individuals nominated or recommended in accordance with the criteria established by the Governor and the state board under 29 U.S.C. § 3122(b); and (II) in carrying out any other responsibilities assigned to such officials under WIOA; and

WHEREAS, Workforce Development Area # 2 in the state of Wisconsin (“WDA #2”) includes all of Milwaukee County, of which 63% of the population resides in the City of Milwaukee; and

WHEREAS, the Local Board has adopted and approved its WIOA Plan for 2016-2020, which states: “The city posts a higher ratio of workforce entry to exit as well as larger percentages of young and prime working age residents, suggesting that the city represents the future of the seven county Southeastern Wisconsin workforce.”; and

WHEREAS, the Local Board’s 2016-2020 adopted plan also states: “there is not a regional public transit system and a majority of regional jobs are in the suburban areas, which can create a barrier to employment for WDA #2 residents;” and

WHEREAS, the ICC includes the CEOs of all municipalities within Milwaukee County, and the ICC takes an active role via board appointments and oversight in the governance of the multi-jurisdictional Milwaukee Metropolitan Sewerage District; and

WHEREAS, on July 20, 2017, the ICC met and selected the Mayor Tom Barrett of the City of Milwaukee as designated Chief Elected Official (“Designated CEO”) for WDA #2,

**NOW, THEREFORE**, in consideration of the mutual obligations hereunder, City and ICC covenant and agree as follows:

## **I. THE CONSORTIUM**

1. The City and the ICC constitute the Consortium. The Consortium delegates its day to day responsibilities of the chief elected official(s) to the Designated CEO. The Designated CEO shall be the Chair of the Consortium for WDA #2. The Chair shall serve for a term of 4 years, or concurrent with the Chair’s term of local elected office. On July 20, 2017, the Consortium selected the Mayor of the City of Milwaukee to be the first Designated CEO.
2. The Consortium will meet at least two times a year for the purpose of strategic planning and, as needed, approving the Local Area’s plan. At least one of these meetings shall be in conjunction with the Local Board.
3. The Designated CEO will recommend to the Local Board a candidate for Executive Director as the need arises.

4. The Consortium and the Designated CEO shall regularly receive updates from the Local Board and Executive Director on progress and performance under the Local Board's adopted WIOA Plan, and other items of interest to the Consortium.
5. The Designated CEO shall negotiate, and the Consortium shall execute, an agreement between the Local Board, the Consortium, and any other necessary parties, setting forth their respective duties and liabilities.

## **II. STRATEGIC ROLE OF THE CONSORTIUM**

1. The parties acknowledge that local elected officials play a critical role in the success of the workforce development system. Working through the Consortium and the Consortium Chair, the CEOs will take advantage of the following opportunities offered by WIOA: WDA #2's workforce development strategies, programs and services will reflect the region's economic development goals and employment-related needs.
2. Through the Consortium, the CEOs will be able to refer their constituents – both job seekers and employers – to high quality programs and services available through One-Stop Employment Centers and affiliate sites.
3. The Consortium will have a coordinated regional approach that integrates the development of career pathways and sector strategies that address the high-demand industries and occupations in Southeastern Wisconsin.
4. The Consortium will use its power to leverage Federal, State and municipal resources to achieve maximum impact. The Consortium's One-Stop Employment Centers will benefit from strong participation among partner programs.
5. The Consortium commits to negotiating strong performance goals with the State and supporting continuous improvement and data-driven program management.
6. The Consortium is committed to following and implementing and/or assisting the Local Board in following and implementing the Wisconsin Department of Workforce Development's Workforce Innovation and Opportunity Act Combined State Plan, and the Wisconsin Workforce Development Area 2 Workforce Innovation and Opportunity Act Local Plan.

## **III. CHIEF ELECTED OFFICIALS (CEOs) AND LOCAL BOARD FUNCTIONS**

1. The Consortium shall fulfill those duties assigned to the CEOs under the WIOA, as well as other functions as assigned by agreement between the Consortium and the Local Board, by this Agreement, by the WIOA, by the State or by the Parties. Without limiting those assigned duties not specifically listed here, including those set forth in WIOA, the Consortium shall:

- A. Designation and Membership of Local Area Board.
  - i. Assist the Local Board in its requests for subsequent designations of WDA #2, as such requests become necessary. 29 U.S.C. §3121(b)(3); and
  - ii. In accordance with the terms set forth in Article IV below, and the requirements established by the Governor and the criteria established under 29 U.S.C. §3122(b), appoint the members of the Local Board from the individuals nominated or recommended to be such members. 29 U.S.C. §3122(c)(1)(A).
- B. Local and Regional Planning.
  - i. Work with the Local Board to develop and submit to the Governor a comprehensive 4-year local plan that is consistent with the State plan and in conformance with 29 U.S.C. §3123. 29 U.S.C. §3122(d)(1);
  - ii. Engage with the Local Board in a regional planning process and prepare, submit, and obtain approval of a single regional plan consistent with the requirements in 29 U.S.C. §3121(c);
  - iii. To the extent feasible, align all investments in workforce development in the Local Area, whether WIOA resources or other resources, under the policy umbrella of the Local Board; and
  - iv. When applicable, ensure that policies of the Local Board for workforce development, become integrated into Local Area overall policies for economic development, education, and workforce development.
- C. Budget and Grant Administration Responsibilities.
  - i. The Consortium designates Employ Milwaukee, Inc., a nonprofit corporation, to serve as local grant subrecipient under 29 U.S.C. §3122(d)(12)(B)(i)(II) and fiscal agent, and for such other programs as may be mutually agreed upon, and shall negotiate and enter into an agreement with Employ Milwaukee, Inc. further defining the relationship between the Consortium, the Parties, and Employ Milwaukee, Inc., which shall include, but not be limited to, the fiscal duties of Employ Milwaukee, Inc., and indemnification of the Parties by Employ Milwaukee, Inc. for Employ Milwaukee, Inc.'s management of grant funds;
  - ii. Along with the Local Board, use funds allocated to the Local Area by the state and use nonfederal funds available to the Local Area that the Consortium and Local Board determine are appropriate and

available for that use, in fulfillment of its responsibilities under WIOA. 29 U.S.C. §3131; and

- iii. Review and approve the Local Board's budget for the activities of the Local Board. 29 U.S.C. §3122(d)(12)(A).

D. Program Oversight.

The Consortium shall:

- i. Work with the Local Board to conduct oversight of youth activities programming authorized under 29 U.S.C. §3164(c), local employment and training activities authorized under 29 U.S.C. § 3174(b),(c) and (d), and the one-stop delivery system in the Local Area; and together the Consortium and the Local Board will ensure the appropriate use and management of the WIOA funds provided for these activities and one-stop delivery system(s); and for workforce development activities, the Designated CEO and the Board will work together to ensure the appropriate use, management and investment of funds to maximize performance outcomes for local areas under section 29 U.S.C. §3141. 29 U.S.C. §3122(d)(8);
- ii. Work with the Local Board consistent with 29 U.S.C. §3151(d), to competitively designate or certify One Stop Operators, as described in 29 U.S.C. §3151(d)(2)(A) or terminate for cause the eligibility of such operators. 29 U.S.C. §3122(d)(10)(A);
- iii. Review and approve a Memorandum of Understanding between the Local Board and the One Stop Partners, relating to the operation of the One Stop delivery system in the local area, consistent with the requirements in 29 U.S.C. §3151(c)(2). 29 U.S.C. §3151 (c)(1);
- iv. Work with the Local Board to conduct oversight of the one-stop delivery system pursuant to 29 U.S.C. §3151(a)(3) and consult with the State as it establishes objective criteria and procedures used to evaluate the operation of the one-stop center as described in 29 U.S.C. §3151(g);
- v. Consult with the Local Board, the One Stop Operator, and the One-Stop Partners regarding funding of the One-Stop infrastructure as described in 29 U.S.C. §3151(h);
- vi. Along with the Local Board, consult with the Governor as the Governor establishes guidance for infrastructure one-stop funding

pursuant to 29 U.S.C. §3151(h)(1)(B) and determines funding as described in 29 U.S.C. §3151(h)(2)(C);

- vii. Along with the Local Board, consult with the Governor as the Governor determines funding allocation for youth activities and statewide workforce investment activities under 29 U.S.C. §3162(b)(1)(C). 29 U.S.C. §3163(b);
- viii. Along with the Local Board, shall consult with the Governor as the Governor determines funding allocation for adult employment and training activities and statewide workforce investment activities under 29 U.S.C. §3172(b)(1)(B). 29 U.S.C. §3173(b)(1); and
- ix. Work with the State and local board on provision of rapid response services in the local area. 29 U.S.C. §3174(a)(2).

E. Performance Measures.

- i. The Designated CEO shall work with the Local Board and the Governor to negotiate and reach agreement on local performance measures. 29 U.S.C. §3122(d)(9); and
- ii. The Designated CEO and the Consortium, with the Local Board shall determine whether to appeal a gubernatorial reorganization determination made under 29 U.S.C. §3141(g)(2)(A) to the Governor under 29 U.S.C. §3141(g)(2)(B)(i) and to the Secretary of the U.S. Department of Labor under 29 U.S.C. §3141(g)(2)(B)(ii).

#### IV. LOCAL BOARD APPOINTMENTS

1. Local Board appointments shall be allocated to the Consortium members as follows:
  - Local Board appointments shall be made by the Chair, except for:
    - Appointment of 1 ICC member selected by the ICC
    - One business or labor representative selected and approved by the ICC
2. The Parties agree to appoint Local Board members in accordance with the Workforce Innovation and Opportunity Act, implementing federal regulations, criteria established by the State and this Consortium Agreement, in the following way:



- A. Business Representatives: A majority (at least 51%) of the members of the Local Board shall be representatives of business in the Local Area, who:
  - i. Are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;
  - ii. Represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area; and
  - iii. Are appointed among individuals nominated by local business organizations and business trade associations.
- B. Workforce Representatives: (Labor, Community Based Organizations and Youth Serving Organizations) – Not less than 20% of the members of the Local Board shall be representatives of the workforce within the local area, who:
  - i. shall include representatives of labor organizations (for a local area in which employees are represented by labor organizations), who have been nominated by local labor federations, or (for a local area in which no employees are represented by such organizations) other representatives of employees;
  - ii. shall include a representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists;
  - iii. may include representatives of community based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and
  - iv. may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth;

- C. Education and Training Representatives - The Local Board shall include representatives of entities administering education and training activities in the local area, who:
- i. shall include a representative of eligible providers administering adult education and literacy activities under title II;
  - ii. shall include a representative of institutions of higher education providing workforce investment activities (including community colleges);
  - iii. may include representatives of local educational agencies, and of community based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment;
- D. Government and Economic Development Representatives – The Local Board shall include representatives of governmental and economic and community development entities serving the local area, who:
- i. shall include a representative of economic and community development entities;
  - ii. shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area;
  - iii. shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the local area;
  - iv. may include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and
  - v. may include representatives of philanthropic organizations serving the local area.
- E. Other Members - The Local Board may include one other individual or representative of entities, provided that the individual or representative meets the criteria under WIOA and State guidance, and the appointment does not cause the board's composition to fall outside of statutory or State administrative guidelines.

3. Assuming no representation of multiple categories occurs, the **minimum** size of the Local WDB will be 33 members, per the below formula:

<b>Category</b>		<b>32</b>
Business	16+1(to ensure majority)	17
Workforce	8 (4 labor + 1 apprenticeship) + 3 (to maintain 20%)	8
Education/Training	2 (1 adult education/literacy + 1 higher education)	2
Economic/Community Development	1 (1 economic/community development)	1
Government	4 (1 Wagner-Peyser + 1 Vocational Rehabilitation + 1 Unemployment Insurance + 1 ICC member appointment)	4

## **V. TERM**

1. The term of this Agreement shall commence on the Effective Date and shall continue in force until terminated in one of the following ways:
  - A. Changes in federal law occur, prohibiting or rendering this Agreement ineffectual shall result in automatic termination;
  - B. Repeal of WIOA or loss of federal funding for WIOA projects shall result in automatic termination;
  - C. Either Party may opt to terminate this Agreement by providing 90 days' notice in writing to the other Parties, provided, however, that any notice of termination must be provided at least 180 days before any future deadline for a request for subsequent designation of WDA #2.

## **VI. AMENDMENT**

This Agreement may be amended at any time by the written, signed consent of all the Parties.

## **VII. MEETINGS**

1. Regular Meetings. The Consortium shall meet at least twice annually and at such other times as are deemed necessary. The Parties shall be notified in writing at least two weeks in advance of meetings. The notice shall include the time and place for the meeting and the proposed agenda, and shall be given in accordance with any other applicable Wisconsin laws.

2. The Parties understand that the City of Milwaukee is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. §19.21 et. seq. The Parties acknowledges that they are obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including such records that are generated by the Parties, the Consortium, or the Local Board as a consequence of this Agreement, and that the failure to do so shall constitute a material breach of this Agreement, and that the Parties must defend and hold the City harmless from liability due to the Party's or Parties' fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years.

## **VIII. DECISIONS**

Selection of a new Consortium Chair after the Chair's term has expired shall be approved by majority vote of the ICC, except as otherwise established in this Agreement.

## **IX. SEVERABILITY**

Should any part of this Agreement be invalidated otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

## **X. AUTHORITY**

The undersigned officials are authorized to execute this Agreement on behalf of the Parties.

## **XI. CONFLICT OF INTEREST**

1. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of the governing body of the City and no other public official the City who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement shall have any personal interest, direct or indirect, in this Agreement.
2. The Parties covenant that they presently have no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of their services hereunder. The Parties further covenant that in the performance of this Agreement no person having any conflicting interest shall be employed.

## **XII. NONDISCRIMINATION.**

1. The Parties agree not to discriminate against any qualified employee or qualified

applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based on affiliation with or perceived affiliation with any of these protected categories.

2. This requirement shall apply, but not be limited to, the following: tenure, terms or conditions of employment, promotion, demotion or transfer, recruitment or recruitment advertising, employment rules and policies, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
3. No person in the United States shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
4. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.
5. The Parties will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

### **XIII. LIABILITY**

1. 29 U.S.C. 3122 (d)(12)(B)(i)(I) provides that “the chief elected official in a local area shall serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area under sections 3163 and 3173 of this title, unless the chief elected official reaches an agreement with the Governor for the Governor to act as the local grant recipient and bear such liability.”
2. The Designated CEO, acting in his official capacity as an elected official, agrees to serve as the local grant subrecipient, and is liable for the misuse of the grant funds allocated to the local area under 29 U.S.C. 3122 (d)(12)(B)(i)(I) & (II).
3. For only so long as the Mayor of the City of Milwaukee serves as the Designated CEO, the City of Milwaukee, through its Mayor, agrees to assume the liability set forth in paragraph XIII(3).

### **XIV. AMENDMENTS**

This Agreement may be amended or restated as necessitated by any changes in the

Workforce Innovation and Opportunity Act. Additionally, amendments may be made at any time with the written consent of the Parties and such amendments shall be consistent with the requirements of the Workforce Innovation and Opportunity Act.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above. This Agreement may be executed in multiple parts and pdf signatures are as valid as original signatures. A Party may also sign "in abstention," which shall not bind the Party to the terms of the Agreement, but shall indicate that Party's lack of objection to the Agreement.

**INTERGOVERNMENTAL COOPERATION  
COUNCIL**

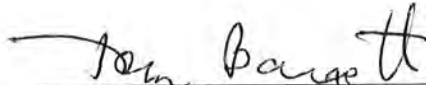
By: 

Michael Neitzke, Mayor of Greenfield &  
Chair, Intergovernmental Cooperation Council

Date

1-8/2018

**CITY OF MILWAUKEE**

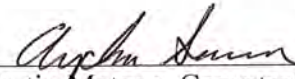


Tom Barrett, Mayor

Date

1/16/18

**COUNTERSIGNED:**

  
for Martin Matson, Comptroller TO

Date

1/17/18

Approved as to form and execution:

  
Assistant City Attorney

Date

1/22/18

## EMPLOY MILWAUKEE WIOA POLICY

**EMPLOY MILWAUKEE POLICY:** WIOA POLICY 17-02

**SUBJECT:** SUPPORTIVE SERVICES

**EFFECTIVE DATE:** APRIL 1, 2018

### POLICY SCOPE

- ☒ WIOA WDA 2 SYSTEM
- ☒ WIOA TITLE I-B PROGRAM(S)
  - ☒ ADULT PROGRAM
  - ☒ DISLOCATED WORKER PROGRAM
  - ☒ YOUTH PROGRAM

### REFERENCES:

29 USC 3101, Workforce Innovation and Opportunity Act (WIOA), § 3(59), 129(c), and 134(d)

2 CFR Part 200, Uniform Administrative Guidance

20 CFR 681.570 and 680, Subpart G

United States Department of Labor Training and Employment Guidance Letters (TEGLs) WIOA 21-16, WIOA 19-16, and WIOA 03-15

Wisconsin Workforce Investment Act Policies 13-03 and 13-05

## I. BACKGROUND

WIOA requires that local Workforce Development Boards (WDBs) develop policies and procedures for the provision of supportive services to individuals participating in WIOA Title I activities. These policies and procedures must ensure coordination with other entities to ensure non-duplication of resources and services, establish limits on the amount and duration of such services, and comply with state guidance on supportive services.

## II. PURPOSE

Employ Milwaukee WIOA Policy 17-02: Supportive Services describes the process through which the WDB ensures coordination of resources and services and establishes local limits and procedures for the provision of supportive services in Workforce Development Area (WDA) 2.

## III. POLICY

The provision of accurate information about the availability of supportive services in the local areas and referral to such activities is a career service that must be provided through the local One-Stop Delivery System. American Job Center partners in WDA 2 are required through the WDA's Memorandums of Understanding to share information about available services "to support effective delivery of services to workers, job seekers, and employers," WIOA § 101(d)(3)(F). Staff must make fair, consistent, and equitable supportive service determinations and ensure that similarly situated participants have similar supportive services made available to them.

### A. REQUIRED PREDECESSORS

An individual must receive an assessment that evaluates barriers to success in the WIOA program and potential resources and support systems available to the participant for barrier alleviation. The Comprehensive Assessment tool in ASSET Manage Assessments is an acceptable assessment for these purposes. This assessment must be used in the development of the Individual Employment Plan (IEP) or Individual Service Strategy (ISS) developed between a WIOA Career Planner and a participant. The IEP or ISS must identify "how barriers would be addressed through supportive services," per DWD WIA Policy 13-05.

Supportive services may only be provided to WIOA Title I-B participants who are participating in an individualized career service or youth program element, training service or employment. Supportive services may only be provided when they are necessary to enable participation in those WIOA activities.



Supportive services may only be provided to participants who are unable to obtain supportive services through other resources, including those listed in the WDA 2 Resource Directory. Non-WIOA resources must first be explored and the participant shall secure documentation of denial from other community resources. In instances when denial documentation is not available, the Career Planner may enter a case note into ASSET outlining attempts made to locate and acquire assistance from other sources. Career Planners of WIOA Title I-B participants who are participants of other Job Center partner programs, such as TAA or DVR, must confer with the appropriate Case Manager or Career Planner of that program to determine what supportive services may be available through that program's funding. This cross-program discussion must be documented in the participant's record, through a minimum of an ASSET case note.

## **B. ALLOWABLE SUPPORTIVE SERVICES CATEGORIES**

### **1. Employment or Training-Related Items**

A participant who is receiving training services or who has entered employment may receive supportive services that are necessary to continue those activities. The following may be covered in this category, per 20 CFR §680.900 and §681.570:

- Payments and fees for employment and training-related applications, tests, and certifications;
- Assistance with educational testing;
- Assistance with uniforms or other appropriate work attire and work-related tools, including such items as eyeglasses and protective eye gear;
- Assistance with books, fees, school supplies, and other necessary items for students enrolled in postsecondary education classes; and
- Reasonable accommodations for individuals with disabilities.

A letter or documentation from the training provider or employer confirming the items required and their approximate cost must be obtained prior to the request for supportive services. A participant in employment must sign an agreement that s/he may be required to return or repay the cost of employment-related items if s/he leaves the job within the first 30 days of employment.

### **2. Transportation Assistance**

Transportation assistance may include parking reimbursements, mileage reimbursements, or public transportation assistance for costs associated with employment, training or allowable WIOA activities.

Mileage may be reimbursed for round trips greater than 25 miles and may only include travel to and from the training, service or employment location. The participant must provide the Career Planner with documentation of the participant's valid driver's license, automobile liability insurance, and current automobile registration. Public transportation assistance for participation in employment, training or allowable WIOA activities may be requested for one week's worth at a time.

### **3. Child and Dependent Care Assistance**

Child and dependent care assistance may be provided for participants participating in employment, training or allowable WIOA activities who are not eligible for child or dependent care assistance through other sources. Child or dependent care payments will only be made when there is an actual cost to the participant for the care. If a portion of the participant's child or dependent care is subsidized through another program, the uncovered portion may be covered through WIOA funds, provided all other WIOA supportive service requirements are met.

Child or dependent care reimbursement will be at a rate that is considered usual, reasonable, and customary within WDA 2, as follows:

One Child	\$3.00 per hour
Two Children	\$4.25 per hour
Three or More Children	\$5.00 per hour

WIOA does not define the term dependent. Employ Milwaukee uses the definition of dependent provided in DWD WIA Policy 13-03 for purposes of determining a dependent whose care may qualify for supportive services under WIOA. “Dependent youth are unmarried children who are dependent upon a parent or guardian for support (more than 50%) and live with the parent or guardian in a regular parent-child relationship. This includes unmarried dependent children for whom the parent or guardian is the legal guardian and has legal custody of, and/or claims as a dependent for income tax purposes, including stepchildren, legally adopted children, or grandchildren. Dependent adults are either related to the head(s) of the household or live with the head(s) of the household as a member of the household for whom the head(s) of the household provided more than half of the person’s total support; or are adults who are claimed as a dependent by the head(s) of the household for income tax purposes.”

**4. Health-Related Services**

Participants who require a referral to health care services, medical examination and/or immunizations for training services or employment may receive assistance for such costs when documentation indicates the requirement is provided by the training provider and/or employer.

**5. Other Supportive Services**

Other supportive services that may be requested by participants include linkages to community services, legal aid services, assistance in obtaining a driver’s license, and one-time emergency assistance with housing.

**C. LIMITATIONS**

**1. Non-Allowable Supportive Services**

Employ Milwaukee does not allow needs-related payments to individuals. Other services that are not allowable supportive services are: business capitalization (e.g. purchasing of tools for a participant who is starting a business), deposits for rentals or leases, vehicle or mortgage payments, preventative maintenance work on vehicles, and fines and penalties, such as traffic citations or interest fees.

**2. Dollar and Duration Limitations**

Supportive services are limited to \$500.00 per participant, per program year, per funding source, per each allowable supportive service category outlined in this policy. There is no dollar limitation to Allowable Supportive Services Category 1: Employment or Training-Related Items.

**3. Exceptions**

An exception to Employ Milwaukee’s supportive services limitations will be considered when provided with a justification statement accompanying the voucher packet. When reviewing requests for exceptions, Employ Milwaukee will consider reasonableness as defined by 2 CFR § 200.404: “A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.”

A request for an exception to an Employ Milwaukee supportive services limitation must be made as outlined in the Procedures section below.

## IV. PROCEDURES

### A. CAREER PLANNER ACTIVITIES

#### 1. Request Requirements

Prior approval for payment of supportive services is required. Requests for and authorization of supportive services must be made utilizing Employ Milwaukee's vouchering system to ensure proper obligation and tracking of funds.

Career Planners must complete and document all required predecessors outlined in this policy prior to submitting a voucher for supportive services to Employ Milwaukee. The voucher packet must include the following:

- Voucher
- Supportive Service Voucher Documentation Checklist
- Supportive Documentation Relevant to the Request
- Supportive Services Justification Form (For Exception Requests)

A voucher packet that includes a request for an exception to an Employ Milwaukee supportive services limitation must be provided to the Employ Milwaukee Program Specialist for preliminary approval. The Employ Milwaukee Program Specialist will consider the reasonableness of the request and will submit to an Employ Milwaukee Exception Approver if it has been preliminarily approved. Once Employ Milwaukee has granted an exception to the supportive services limitation and provided signatory approval, the voucher may be completed and processed as usual.

#### 2. Post-Approval Documentation Requirements

Documentation verifying attendance at employment, training, or other allowable WIOA activity that requires supportive services is mandatory and will be tracked by the Career Planner. Career Planners will determine whether the participant has met the program's attendance requirements. Training providers receiving funds must perform time-keeping and participant activity tracking duties. Participant Expense Reimbursement Request Forms must be completed and submitted to EMI within 10 days after the end of the claim month, along with childcare logs, mileage logs and/or original receipts. Lack of timely submission may result in denial of the claim.

Career Planners shall periodically review the need for, and the receipt of, supportive services. Individuals receiving supportive services must jointly update their IEP or ISS with their Career Planner in accordance with WDA 2 IEP and ISS procedures, at which time changes in supportive service needs must be reflected and documented.

### B. PAYMENT METHOD

Payment of supportive services is generally made directly to the vendor providing the services. Supportive service providers will be reimbursed for previously approved supportive service payments and invoices upon compliance with the above post-approval documentation requirements.

### C. QUALITY ASSURANCE

Use of supportive services is monitored by Employ Milwaukee during annual monitoring and desk reviews. Proper substantiation of need, other resources sought, how the service ties directly to participation in a WIOA activity, and documentation of the services must be maintained in the participant's electronic and paper records.

## V. ACTION REQUIRED

WIOA Title I-B Service Providers in WDA 2 must share this policy with Career Planners and other WIOA staff immediately. All supportive services requests following this policy's effective date must meet the local requirements and follow prescribed procedures described herein.

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**RECISSIONS:** [EMPLOY MILWAUKEE SUPPORTIVE SERVICES POLICY, EFF. JULY 1, 2017](#)

**BOARD APPROVAL DATE:** [MARCH 15, 2018](#)

EMPLOY MILWAUKEE IS AN EQUAL OPPORTUNITY EMPLOYER AND SERVICE PROVIDER. AUXILIARY AIDS AND SERVICES ARE AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES. IF YOU NEED THIS INFORMATION INTERPRETED TO A LANGUAGE YOU UNDERSTAND OR IN A DIFFERENT FORMAT, PLEASE CONTACT US. CALLERS WHO ARE DEAF OR HEARING OR SPEECH-IMPAIRED MAY REACH US AT WISCONSIN RELAY NUMBER 711.

# WIOA POLICIES AND PROCEDURES

**2018****Attachment S**

## **Employ Milwaukee Adult & Dislocated Worker Follow-Up Services Policy**

**Effective July 1, 2017**

### **Purpose**

This policy is to provide guidance on what follow-up services are available to WIOA Adult & Dislocated Worker program participants who have completed their service plans and have obtained unsubsidized employment. In addition, it serves as the guideline on the process by which follow-up performance and data collection should be gathered.

### **Background**

Follow-up services must be provided as appropriate for participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Counseling about the work place is an appropriate type of follow-up service. Follow-up services do not extend the date of exit in performance reporting.

### **Policy**

The policy of Employ Milwaukee is to provide follow-up services to each participant that has obtained unsubsidized employment. In accordance with WIOA, the extent of the specific follow-up services provided to each participant shall be determined on a case-by-case basis. Career Coaches are to attempt to maintain contact on a quarterly basis. Quarterly contact is defined as attempting to directly contact the participant by email, USPS and/or phone. Email blast notifications are insufficient and are not considered individual follow up services. Career Coaches must document contact attempts and results thereof in ASSET in the form of a Case Note.

The follow-up services that are available to WIOA participants who have been exited because of employment may include, but not limited to:

- Career Planning and Counseling;
- Additional Educational Opportunities Information;
- Employer Contact;
- Participant Contact;
- Peer Support Groups;
- Referral to Supportive Services; and,
- Other Follow Up services.

# WIOA POLICIES AND PROCEDURES

## 2018

### Attachment S

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#### Other Follow-up Services

When deemed necessary for job retention or advancement, or for re-engagement in the workforce, other follow up services may be provided to participants during the twelve month follow-up period. Participants may access said services with the assistance of a Career Coach.

Participants receiving additional supportive services are subject to the funding limits and applicable procedural requirements as specified in Employ Milwaukee's Supportive Services Policy.

#### Action Required

WIOA participants must be made aware of available follow-up services and the process by which these services are available. When developing the participant's individual employment plan, the WIOA Career Coach must include the provision of follow-up activities as part of the overall WIOA service plan. Participants must maintain contact with the Career Coach in order to access these services once employed. Services provided after entry into unsubsidized employment must be clearly documented in the participant's case file and in ASSET as Case Notes and Manage Services data entry.

#### ASSET Entry Required

All follow-up contacts must be recorded in ASSET Follow-Up Services Screen. Select from the dropdown list the appropriate service being provided. All required fields and the outcomes box must be completed. Please note that quarterly employment and wage information must be recorded in ASSET Follow-Up Status Screen, which differs from the Follow-Up Services Screen. When entering employment and wage information, enter data under the appropriate quarter's tab (first quarter, second quarter, third quarter, and fourth quarter after exit).

## EMPLOY MILWAUKEE WIOA POLICY

**EMPLOY MILWAUKEE POLICY:** WIOA POLICY 17-03

**SUBJECT:** YOUTH INCENTIVE POLICY

**EFFECTIVE DATE:** APRIL 1, 2018

### POLICY SCOPE

- ☐ WIOA WDA 2 SYSTEM
- ☒ WIOA TITLE I-B PROGRAM(S)
  - ☐ ADULT PROGRAM
  - ☐ DISLOCATED WORKER PROGRAM
  - ☒ YOUTH PROGRAM

### REFERENCES:

20 CFR 681.640

2 CFR Parts 200 and 2900

United States Department of Labor Training and Employment Guidance Letter (TEGL) WIOA 21-16

Wisconsin WIOA Titles I-A and I-B Policy and Procedure Manual Chapter 11.16, Rev. August 7, 2017

Wisconsin Workforce Innovation and Opportunity Act (WIOA) Policy Update 16-01: Youth Incentive Awards Payment Policy

## I. BACKGROUND

WIOA permits incentive payments to participants of the WIOA Title I-B Youth Program for “recognition and achievement directly tied to training activities and work experiences” (20 CFR 681.640). Incentives must comply with the Cost Principles in 2 CFR Part 200.

## II. PURPOSE

Employ Milwaukee WIOA Policy 17-03: Youth Incentive Policy outlines the policy and procedures that govern the use of incentives in Workforce Development Area (WDA) 2’s WIOA Title I-B Youth Program.

## III. POLICY

### A. REQUIRED PREDECESSORS

Employ Milwaukee offers reasonable incentives to youth participants in recognition for achievement in their WIOA Title I-B Youth Program training, education, and work experiences. For the purposes of this policy, the term “incentive award payment” shall mean a reward intended to recognize the achievement of a training activity or work experience, which can help motivate a youth to set and then achieve a training activity or work experience goal.

The justification for awarding incentives must be tied to the goals in the youth’s WIOA Individual Service Strategy (ISS) and outlined in writing before the commencement of the program. Incentive award payments shall be made in a uniform and consistent manner that ensures all participants receive equal rewards for equal achievement.

### B. LIMITATIONS

All incentive award payments are subject to the availability of WIOA funds and are not an entitlement. Employ Milwaukee may suspend or withdraw authorization for incentive award payments at any time and at its sole discretion.

Youth incentive award payments are limited to a maximum amount of \$500 per eligible youth per program year and are to be processed through a Youth Incentive Form and tracked in Employ Milwaukee's ETO System and DWD's ASSET System.

### **C. ALLOWABLE ACTIVITIES**

Goals and/or training outcomes eligible for an incentive must be linked to an achievement directly tied to training, education, or work experience as stated in the clients' Individualized Service Strategy (ISS) and documented in accordance with applicable WIOA regulations. Participants may not receive multiple incentive payments for the same activity.

Achievements eligible for an incentive award in WDA 2 are:

1. Successful achievement of a specific and measurable work readiness goal through an activity outlined in the WIOA Title I-B Service Provider's program design and approved by Employ Milwaukee, incentivized at \$25;
2. Attainment of a high school diploma, General Educational Development (GED) certificate, or High School Equivalency Diploma (HSED), incentivized at \$50;
3. Attainment of a measurable skill gain toward a post-secondary credential or employment, as defined by WIOA § 116(b)(2)(A)(i)(V) and the Wisconsin WIOA Titles I-A and I-B Policy and Procedure Manual Chapter 11.16, Rev. August 7, 2017, incentivized at \$50.
4. Attainment of a recognized post-secondary credential, as defined by WIOA § 2.56. and the Wisconsin WIOA Titles I-A and I-B Policy and Procedure Manual Chapter 11.16, Rev. August 7, 2017, incentivized at \$75.

## **IV. PROCEDURES**

### **A. DOCUMENTATION OF JUSTIFICATION AND RECEIPT**

Incentives are available to each WIOA eligible youth participant based on need documented in the participant's ISS. WIOA Title I service providers shall maintain required documentation detailing the distribution and management of awards. All incentives are taxable at the full amount of the award and subject to withholding in accordance with Internal Revenue Service (IRS) regulations.

Employ Milwaukee shall require all WIOA service providers and grantees receiving funds from a grant or contract administered by Employ Milwaukee to comply with this policy and applicable procedures. At a minimum, service providers shall:

1. Document the need for the incentive and justify issuance of the award in the participant's ISS and in the ASSET system (customer notes).
2. Request the incentive by submitting a Youth Incentive Form to Employ Milwaukee. If the incentive request is electronic, the career planner shall attach the approval email to the form to substantiate the approved request in the participant's file.



3. Maintain all records relating to the incentive, including documentation substantiating the achievement meriting an incentive and an original signature on a receipt form to verify the client received the award, in the participant's paper file.

## **B. PROCUREMENT**

The procurement of non-cash incentives must follow standard procurement procedures as stipulated in 2 CFR §200.318 - 320.

## **C. QUALITY ASSURANCE**

Each service provider must remain aware of all applicable regulations and monitor personnel and client activities to ensure compliance. Employ Milwaukee shall review service provider compliance with this policy during monitoring.

## **V. ACTION REQUIRED**

WIOA Title I-B Service Providers in WDA 2 must share this policy with Career Planners and other WIOA staff immediately. All incentive payments made following this policy's effective date must meet the local requirements and follow prescribed procedures described herein.

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**REVISIONS:** [EMPLOY MILWAUKEE WIOA YOUTH INCENTIVE POLICY, EFF. JULY 1, 2017](#)

**BOARD APPROVAL DATE:** [MARCH 15, 2018](#)

EMPLOY MILWAUKEE IS AN EQUAL OPPORTUNITY EMPLOYER AND SERVICE PROVIDER. AUXILIARY AIDS AND SERVICES ARE AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES. IF YOU NEED THIS INFORMATION INTERPRETED TO A LANGUAGE YOU UNDERSTAND OR IN A DIFFERENT FORMAT, PLEASE CONTACT US. CALLERS WHO ARE DEAF OR HEARING OR SPEECH-IMPAIRED MAY REACH US AT WISCONSIN RELAY NUMBER 711.

## Employ Milwaukee Fixed Cost Agreement

Pass-through Entity: Employ Milwaukee Inc.		Subrecipient: Maximus Human Services, Inc.	
EM Contact: Peter Coffaro		Subrecipient Program Contact: Rachel Zietlow	
EM Federal Award No. DWD Log No: 0000018682-3661	FAIN: Provider FEIN: 45-0553376	Federal Award Agency DOL via Wisconsin DWD	
Federal Award Issue Date: <b>07/01/2017</b>	Protect Title: WIOA Title I Adult	CFDA No. 17.258	CFDA Title WIOA Title I Adult
Subaward Period of Performance: Start: <b>7/1/2017</b> End: <b>06/30/2018</b>		DUNS No. 07-841-2621/ Parent DUNS: 08-234-7477	Total Amount Award to Subrecipient Program:
Total Amount Under CFDA No. \$ <b>886,000,000.00</b>	Total Amount of Federal Award to EM: \$ <b>2,522,391.00</b>		\$ <b>50,000.00</b>
Estimated Project Period (if incrementally funded) Start: <b>NA</b> End: <b>NA</b>		Incrementally Estimated Total: \$ <b>NA</b>	Is this Award R&D? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Check all that apply: <input checked="" type="checkbox"/> Reporting Requirement (Attachment 4) <input checked="" type="checkbox"/> Subject to FFATA (Attachment 3B) <input type="checkbox"/> Cost Sharing (Attachment 5)			

### Program Description:

The Adult Program is one of the six core programs authorized by Title I of the Workforce Innovation and Opportunity Act (WIOA). The program serves individuals and helps employers meet their workforce needs. It enables workers to obtain good jobs by providing them with job search assistance and training opportunities. Under WIOA, the Adult Program will ensure that the unemployed and other job seekers have access to high-quality workforce services, and that priority for services will be given to those who are public assistance recipients, low-income individuals, and/or basic skills deficient. In addition, the program will provide individuals with disabilities access to high quality workforce services, and better prepare them for competitive, integrated employment.

### Terms and Conditions

1. Employ Milwaukee hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one) as ☒ specified in subrecipient's proposal dated or ☐ as shown in Attachment 5. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of EM.
2. Employ Milwaukee shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient standard invoice, but a minimum shall include current and cumulative costs, subaward number, and certification, as required in 2 CFR 200.415 (a). **Invoices that do not reference MAWIB Subaward number shall be returned to Subrecipient.** Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's financial contact shown in Attachments 3A.
3. The Period of Performance shall be from 07/01/2017 thru 06/30/2018.
4. Total EM's Financial Obligation is \$ 50,000.00 (unless otherwise amended).
5. In performing its responsibilities under this grant agreement, the awardee hereby certifies and assures that it will fully comply with the following regulations and cost principles, including any subsequent amendments:
6. ☐ Subrecipient will be charging Indirect Cost Rate of \_\_\_\_\_,  
☒ De Minimis Rate of 10%.

### Uniform Administrative Requirements, Cost Principles, and Audit Requirements

2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements; Final Rule  
 2 CFR Part 2900: DOL Exceptions to 2 CFR Part 200  
 48 CFR Part 31

### Other Requirements (As Applicable):

29 CFR Part 93, Lobbying Certification  
 29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements  
 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace  
 20 CFR Part 652 et al., Workforce Investment Act  
 Wagner-Peyser Act  
 Grant Award Documents and Attachments.

By an Authorized Official of Employ Milwaukee		By An Authorized Official of Subrecipient	
DocuSigned by: Name: <b>Earl Buford</b> Date: <b>8/11/2017</b> Title: <b>President/CEO</b>		DocuSigned by: Name: <b>Adam Polatnick</b> Date: <b>8/10/2017</b> Title: <b>Vice President</b>	

**Maximus Human Services, Inc.**

**For the WIOA One Stop Operator**

**AWARD TERMS AND CONDITIONS**

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## AWARD TERMS AND CONDITIONS

### 1. Order of Precedence

The terms and conditions of this Notice of Award and other requirements have the following order of precedence if there is any conflict in what they require:

- (1) 20 CFR Parts 603, 651, 652, 653, 654, 658, 675, 679, 680, 681, 682, 683, 684, 685, 686, 687, and 688
- (2) 2 CFR 200
- (3) Other applicable Federal Statutes and their implementing regulations
- (4) Terms and conditions of awards

### 2. Funding Opportunity and Request for Proposal Announcement

The Funding Opportunity Announcement (RFP) and any amendments (<http://www.employmilwaukee.org/EmployMKE/About/Request-for-Proposals.htm>) are hereby incorporated into this SubRecipient Agreement. SubRecipients are bound by the authorizations, restrictions, and requirements contained in the Funding Opportunity Announcement (RFP), issued by Employ Milwaukee.

### 3. Approved Scope of Work

The subrecipient's project narrative/proposal is incorporated to the Scope of Work. This is included as Attachment 2. If there is any inconsistency between items in this project narrative/Scope of Work and any WIOA or DOL regulation, guidance or Uniform Grant Guidance (2 CFR 200) cost principle, the WIOA and/or DOL regulation, guidance or cost principle will prevail.

The Subrecipient shall specifically perform all the services designated and achieve the objectives set forth within the Scope of Work and accepted by the grantor as specified in Attachment 2.

### 4. Approved Budget

The subrecipient's budget documents are attached in this Notice of Award Package. The documents are: 1) the Subrecipient Budget Narrative, included as Attachment 1; and 2) the Subrecipient Staff Wage Detail, included as Attachment 1. The recipient must confirm that all costs are allowable before expenditure. Pursuant to 2 CFR 2900.1, approval of the budget as awarded does not constitute

prior approval of those items specified in the 2 CFR 200 or this grant award as requiring prior approval. The EMPLOY MILWAUKEE CFO is the only official with the authority to provide such approval.

**NOTE: Only \$12,500.00 of this contract is available for use through August 31<sup>st</sup>, 2017 as of the signing of this agreement. The remainder of the contract will not be authorized for use until Wisconsin Department of Workforce Development provides 2<sup>nd</sup> – 4<sup>th</sup> quarter grant agreements to Employ Milwaukee.**

**Employ Milwaukee will send official notice to Maximus when grant agreements are received and the remaining \$37,500.00 is authorized for use.**

## 5. Staffing and Delivery of Services

The Subrecipient shall not sublet or assign any part of this agreement.

Subrecipient shall provide all personnel required to perform the services under this agreement. Such personnel shall not be employees of, or have any other business relationship with, the Grantor. Except as provided herein, Subrecipient shall determine the methods, procedures and personnel policies to be used.

Providing service to an individual who has not officially registered in the program or who is not eligible under the Grantor's guidelines obligates the provider to cover the expenses associated with any services for that individual.

Individuals referred to Subrecipient may be screened on criteria Subrecipient normally uses. Screening may not be discriminatory with regard to race, color, religion, sex, national origin, age, disability, marital status, offender status, sexual orientation, political affiliation or belief, arrest or conviction record, or refusal to submit to sexual contact or sexual intercourse. The referring case manager shall be notified of both acceptance and non-acceptance.

## 6. Evaluation, Data, Reporting, and Implementation

### a. Third Party Evaluation by EMPLOY MILWAUKEE

The recipient must cooperate with the DOL and/or Employ Milwaukee in the conduct of a third-party evaluation, including providing DOL or its authorized Subrecipient with appropriate data and access to program operating personnel and participants in a timely manner.

### b. Participant Registration, Referral, and Data Collection



**i. Efforts to Outcomes**

ETO is a data collection effort that enables the Grantor to provide more comprehensive information on clients served by the various programs and partners providing workforce development services. The Sub grantee will coordinate with the Grantor to ensure adequate training of all staff, including new staff, on entering data into ASSET, ETO or any other funder mandated data system. All training will be documented with sign-in sheets and Sub grantee will be responsible for maintaining aforementioned training logs for review by the Grantor. The Sub grantee will also be responsible for its own staff cross-training needs.

The Sub grantee is responsible for all data entry necessary for ASSET, ETO and any other funder mandated data system in a timely and accurate fashion. The Grantor will provide a monthly data monitoring report that will provide the status of all the contracted metrics. The Sub grantee is required to update and/or correct the data systems within two weeks after receiving the report. The Program Contract Monitor will verify that the updates and corrections have been made. The Grantor will provide additional training for commonly recurring data entry errors or concerns.

The Sub grantee will provide staffing and support for the maintenance and continuous improvement of management information systems dedicated to tracking regulatory compliance and program performance for the customers of funded service providers. Tasks associated with this service will include, at minimum:

1. Collect customer registration, associated eligibility verification and any required activity forms, on a continuous basis from those who are eligible for services.
2. Review submitted participant forms and documentation for accuracy, completeness and correct determination of program eligibility.
  - Conduct a thorough review of all submitted forms and documentation.
3. Information which must be collected for verifying eligibility as well as enforcing the provisions of, and administering the state and federal programs under this Agreement is, or may be, Personally Identifiable Information (PII) and due diligence is required to safeguard its confidentiality.

The sub grantee will complete the Local Partner Agency Information Form (DETS-17092-E) and complete a Data-Sharing Agreement that provides for the release, use, and safeguarding of confidential workforce information.

The case managers will collect required documentation and then register eligible participants into the ETO system and are responsible for referring eligible participants to project funded services and training. Case managers must provide sufficient care in the execution of their responsibilities by following the appropriate federal, state and local procedures and policies.

The Grantor is not responsible for any minimum number of referrals.

**ii. Data Entry to Primary/Secondary System**

The Sub grantee shall enter client data into the management information system(s) required by a funding source or oversight agency to document the provision of services as part of the jobseeker tracking process and Efforts to Outcomes (ETO). The Sub grantee will establish a process to ensure that funder mandated system(s) and ETO data entry is entered in accordance with their respective processes, and that data is entered in an accurate and timely manner.

1. Accurate participant data will be entered into any state, Federal, or local management information system known to be required by the subgrantee within three (3) business days of participant contact or services being delivered.
2. The Grantor will regularly communicate with the Sub grantee regarding the data management system to resolve issues that adversely impact the timeliness and quality of system services.
3. The Sub grantee shall utilize Efforts to Outcome (ETO). The Sub grantee will establish a process to ensure that ETO data entry is entered in accordance with their respective processes, and that data is entered in an accurate and timely manner.
4. The Grantor will ensure the completeness and accuracy of data entered into the required management information systems through the development and implementation of an effective review and editing process. Refer to **Monitoring Requirements**.
5. The Grantor will work to identify ways to avoid the duplicate entry of client data into multiple management information systems.
6. The Subgrantee is required to utilize only approved Employ Milwaukee MIS systems. For the purposes of this CONTRACT the Subgrantee will use Employ Milwaukee's ETO (Efforts to Outcomes) MIS System to track Case Management efforts. As part of this requirement the Subgrantee will complete enrollments with ETO's Common Intake Form.
7. Employ Milwaukee will schedule training on systems use prior to the start of the contract term. Subgrantee is responsible to have all responsible parties attend this training. In the event of additions of staff or for re-training the Subgrantee is required to request training from the Employ Milwaukee Program Manager. Employ Milwaukee will schedule a time to discuss Technical Assistance with the sub grantee once a request is received.

### iii. Data Validation

The Grantor will coordinate data efficiencies (participant demographics, placement, training and educational activities leading to industry recognized credentials) with regard to funder mandated systems and ETO on a monthly basis. **Subsequent invoices will not be processed for payment until the data entry is up-to-date for the prior month.**

### iv. Network Security

Subrecipient agrees to report services that are provided in connection with this contract through the direct entry of data into DWD's Automated System Support for Employment and Training (ASSET) system. EMI assures that any preliminary data entry required to enable Subrecipient to use DWD's automated reporting system (e.g., referral and enrollment data) will be provided.

Subrecipient will follow the requirements outlined in the DWD Data Sharing Agreement to gain access to DWD's automated reporting system. A copy of this document is available upon request. To request access DWD form DETS-10-E must be completed and submitted to the EMI Security Officer, Paul Wechter, who will review and approve the application before submitting it to the state. The form and user guide can be found at the following website:  
[https://dwd.wisconsin.gov/dwd/forms/dws/dets\\_10\\_e.htm](https://dwd.wisconsin.gov/dwd/forms/dws/dets_10_e.htm).

Subrecipient shall assure that adequate steps are taken to safe guard sensitive client and administrative information contained in both DWD's automated systems and EMI's network by meeting the standards set forth by DWD and EMI.

Subrecipient shall assure adequate security for its network resources and that such security complies with standards set forth by DWD and EMI. Subrecipient shall permit authorized federal and state personnel to make on-site inspections to ensure network security and client confidentiality requirements of federal and/or state regulations are being met.

#### c. File review

Case File management – In addition to the electronic file records, the Grantor expects that the Sub grantee will adhere to state-developed standards for file maintenance. Participant files will contain documents including but not limited to: the necessary eligibility criteria, initial assessments, signed consent and release forms, grievance procedures, equal opportunity notice, priority of service documentation, service plans and any other pertinent case information.

The Grantor will notify the Sub grantee, in a timely fashion, of participant files that are to be monitored / reviewed. The Sub grantee will provide these files for review.

The Grantor will monitor participant files for compliance on a monthly and annual basis to ensure proper file documentation (case notes, etc.) in order to verify compliance with the Scope of Services.

The Grantor will provide a quarterly monitoring summary. The Sub grantee will use this summary to ensure that those who drop out of the program are accounted for in the mandated data systems for the program. The Sub grantee will engage in on-going participant file clean-up and record maintenance.

At the end of the contract term, all participant files will be returned to the Grantor for storage.

#### d. Training of Staff

The Sub grantee will coordinate with the Grantor to ensure adequate training of all staff, including new staff, on entering data into ETO. All training will be documented with sign-in sheets and the Sub grantee will be responsible for maintaining aforementioned training logs for review by the Grantor. The Sub grantee will also be responsible for its own staff cross-training needs.

The Grantor will provide regular training to the Sub grantee on data management processes.

1. Orientation and training sessions will be scheduled for all Sub grantee staff at least once per year.
2. Additional orientation and training sessions will be scheduled as requested by the Sub grantee as new staff is hired to perform contracted services.
3. On-going training regarding system modifications and new requirements will be offered by the Grantor or scheduled as requested by the Sub grantee.

#### e. Reporting

The Grantor will run regular reports from the management information systems to support required reporting, performance monitoring and continuous improvement. Tracking program performance is achieved by evaluating the enrollments, activities, educational/employment placement, and follow-up as defined by the program.

The Sub grantee shall submit monthly program reports (quantitative, narrative, status and success stories) by the 15<sup>th</sup> of the following month. These efforts will include but not be limited to: enrollment rate, initial job placements, average hourly wage rate at placement, number obtained high school diploma or GED, number obtained certificate, number entered post-secondary education and number entered vocational/occupational skills training. For the complete list of required Activity Reports contact EMI's Data Department or the EMI Program Manager.

Educational enrollment must be documented via the educational provider (i.e., class schedule). Employment placements must be documented with an Employer Verification Form signed by the employer, a pay stub in conjunctions with documented employer contact, an Employment Offer letter, or participant self-reporting. Follow-up services provided must be documented and are subject to the Grantor's review.

Sub grantees will monitor progress towards goals and expenditures. On a quarterly basis, progress towards goals and expenditures will be reviewed with the Grantor's Program Contract Monitor. If adequate progress has not been made towards goals or there are issues with expenditures, the Sub grantee will have to submit a Corrective Action Plan explaining the problem and how it will be addressed. The invoice submitted during that month may be delayed until the Corrective Action Plan is provided. During this period, a minimum of one on-site monitoring visit will occur. During this visit, hard file review and review of the file maintenance process of the Sub grantee will be assessed.

1. A monthly report will be provided for the Sub grantee on participant enrollment and service status to reconcile with their information. Report will be provided five (5) working days after the receipt of the Sub grantee's monthly invoice.
2. Quarterly reports will be submitted to the EMI Program Manager for dissemination to Employ Milwaukee's Board of Directors on enrollments, exits, services delivered and other information as requested within the Grantor's capabilities to provide. Reports will be forwarded to the EMI Program Committee prior to the full Board's quarterly meetings for approval and inclusion in the board packets.
3. Any other reports as requested on an ad-hoc basis will also be provided. EMI staff will provide technical assistance to the Subrecipient to develop and generate the requested report formats.

If required reports, including the closeout package, are not accurate or are not submitted in a timely manner, EMI may withhold payment of subrecipient's incurred costs under the current grant or subsequent active grants until the required reports are submitted.

#### **f. Monitoring Requirements**

##### **i. Program Monitoring Plan**

The purpose of the Monitoring Plan (MP) strategy is to facilitate self-assessment reviews to ensure accuracy of data reported and collected. Participant files and data systems shall also be reviewed to: ensure data integrity and continuous improvement of system operations; reduce the error rate to a three percent (3%) or less; and ensure compliance with federal, state and local laws, transmittals, directives, policies, procedures and regulations.

##### **ii. Sub grantee Quality Assurance Process**

The Sub grantee's Quality Assurance (QA) process shall include, but is not limited to the following:

1. The Sub grantee's staff shall collaborate with the Grantor's staff;
2. The Sub grantee shall ensure that their staff is trained; implements concepts learned in training and from technical assistance; and conducts ongoing system and desk reviews to ensure policies and procedures are being followed and information systems and case files are properly updated and documented;
3. The Sub grantee shall conduct quarterly quality assurance reviews of 10% or 25 cases (whichever is less) of all activities during the review period. This review shall be reviewed and approved by the Program Director.
4. A review and analysis of participants' files based on a selected sample;
5. A review, examination, and assessment of qualitative and quantitative system participant data;
6. A comparison of the Grantor's previous monitoring report to determine the extent to which the concerns have been addressed;
7. A review of eligibility for program services;
8. A review of supporting documentation maintained in the case file;
9. A review, examination, and assessment of the quality and the quantity of the services provided;

10. A systematic approach/review of caseload per Case Manager; and
11. Monitoring and adherence to Equal Employment Opportunity (EEO) requirements.

### iii. **Employ Milwaukee Monitoring Plan Strategy**

On a monthly basis, the Grantor will review via reports generated from ETO:

1. Case Management Performance;
2. Number of enrolled participants;
3. Number of newly enrolled participants;
4. Number of dismissed participants (for reasons other than employment);
5. Number of dismissed participants due to found employment;
6. Number of Educational/Training enrollments;
7. Number of Educational/Training completions;
8. Number of credentials earned;
9. Number of placements;
10. Average wage for placed participants (if reported);
11. Number of exited participants; and,
12. Number receiving retention services.

The Program Manager will review these reports with the Sub grantee On-Site Director in order to identify trends, concerns and future planning.

The Grantor's Monitoring Plan (MP) Strategy involves a multi-layer process as part of a Risk Based Monitoring Approach.

Per 2 CFR 200.205 Employ Milwaukee completes risk assessments to gauge monitoring requirements for all subgrantees, for every new contract, based on the following guidelines:

1. Subgrantees that have not had or maintained a current relationship (within the last 12 months) with Employ Milwaukee.
2. Subgrantees that do not meet the minimum criteria for an annual audit.
3. Subgrantees that have known risk factors, per their annual audit, or any other information transmission (ie. word of mouth).
4. Subgrantees that are applying to receive any new contractual agreements.

The Risk Assessment will be administered to the subgrantee by the Contracts & Financial Compliance Manager, if completed post award. After July 1, 2016, if an RFP is issued, the Risk Assessment will be included as part of Employ Milwaukee's RFP process.

The subgrantee will be provided the **Subgrantee Internal Control Questionnaire** and will complete and return to the Contracts & Financial Compliance Manager. The Subgrantee Internal Control Questionnaire will only be issued a maximum of once per year to each subgrantee. Although a Risk Assessment will be completed at the start of every new contract and/or start of a new contract term.

The Contracts & Financial Compliance Manager will form a Risk Assessment Committee to review and score subgrantees utilizing the **Subgrantee Risk-Based Assessment Tool**. The committee will consist of both Program and Fiscal personnel familiar with the program and the subgrantee. The resulting score will determine the extent to which the subgrantee will require monitoring and/or its ability, or lack thereof, to perform the contract requirements.

1. Subgrantees will be formally notified of total risk assessment scores.
  - A score of High or Moderate Risk levels will require a full annual on-site monitoring visit by both a Program and Fiscal Representative of the Grantor; in addition to other mandated monitoring requirements. The Subgrantee will be required to immediately respond and enact Corrective Actions to mitigate risks that contributed to the High or Moderate score.
  - A score of Low Risk levels will require annual "virtual" monitoring of the subgrantee by both a Program and Fiscal Representative of the Grantor; in addition to other mandated monitoring requirements. A Low Risk score does not eliminate or disqualify the subgrantee from the possibility of a full on-site monitoring. Employ Milwaukee reserves the right to require access for review at the subgrantees facility, for any reason, with, or without notice.
2. In general, prior to the start of an on-site engagement, a visit prep letter will be sent prior to the visit confirming the date and time, and documentation to be reviewed.
3. At the conclusion of the review, the audit representative and Grantor's Contract Monitor will discuss the findings with the Sub grantee's On-Site Manager and provide him/her with a Follow-Up letter within 30 days of the review. The discussion will include the strengths and deficiencies found in the review.
4. The Sub grantee shall be required to submit a Corrective Action (CA) within thirty calendar (30) days from the receipt of the Monitor's Follow-Up Letter as a result of not meeting any contractual obligation or federal/state requirement.
5. The final report of each year will count towards the Sub grantee's rating for following grant years.
6. Failure to submit an acceptable CA and/or failure to comply with previously accepted CA measures may result in placement on a Performance Improvement Plan (PIP). Placement on a PIP will require the Sub grantee to submit weekly quality assurance updates to the EMI Program Manager. The specific content required in these weekly updates will be presented in a formal PIP letter; the updates will provide the Grantor with confirmation that Sub grantee staff is making every effort to follow federal, state and local policies, while minimizing errors and preventing deficiencies.
7. If at any time the Grantor identifies a deficiency, the Sub grantee may be subject to a PIP. The PIP includes, but is not limited to: setting up a schedule of ongoing review of cases, on-site quality assurance reviews, providing written and/or on-site technical assistance for improvement until the errors identified have been corrected and an acceptable level of improvement has been demonstrated in the quality assurance process and/or the Grantor PIP identified reduction in the error rate is met. It is the Sub grantee's responsibility to implement best practices, develop corrective actions plans, and correct and prevent deficiencies.
8. If the Sub grantee is on a PIP, the Grantor's staff will conduct a follow-up review (file and/or system) and provide a Quality Assurance Report in order to identify training, provide technical assistance and conduct follow-up reviews to ensure that policies and procedures are correctly implemented.
9. Failure to demonstrate compliance with the PIP during the specified timeframe may result in an extension of the PIP or a breach of contract as determined by the Program Manager or Contracts & Financial Compliance Manager and the Grantor's management.

## 7. Indirect Cost Rate and Cost Allocation Plan

\_\_\_ ☐ A. A **current** federally approved Negotiated Indirect Cost Rate Agreement (NICRA) or current federally approved Cost Allocation Plan (CAP) has been provided – copy attached. Regarding only the NICRA:

- (1) Indirect Rate approved: \_\_\_%
- (2) Type of Indirect Cost Rate: \_\_\_\_\_ (i.e. Provisional/Predetermined/Fixed)
- (3) Allocation Base: \_\_\_\_\_
- (4) Current period applicable to rate: \_\_\_\_\_

Estimated Indirect Costs are shown on Attachment 3. If a new NICRA is issued during the life of the grant, it must be provided to EMPLOY MILWAUKEE within 30 days of issuance. Funds may be re-budgeted as necessary between direct and indirect costs consistent with institutional requirements and the Federal Agency's regulations for prior approval; however the total amount of grant award funding will not be increased. Any budget changes impacting the Scope of Work and agreed upon outcomes or deliverables require a request for modification and prior approval from the EMPLOY MILWAUKEE CFO.

\_\_\_ ☐ B. (1) \_\_\_\_\_ Latest NICRA or CAP approved by the Federal Cognizant Agency<sup>1</sup> (FCA) is not current, or  
(2) \_\_\_\_\_ No NICRA or CAP has ever been approved by an FCA.

**URGENT NOTICE:** Estimated indirect costs have been specified on Attachment 3; however only \_\_\_\_\_ will be released to support indirect costs in the absence of a NICRA or CAP approved by the cognizant agency. The remaining funds which have been awarded for Indirect Costs are restricted and may not be used for any purpose until the awardee provides a signed copy of the NICRA or CAP and the restriction is lifted by the EMPLOY MILWAUKEE CFO. Upon receipt of the NICRA or CAP, EMPLOY MILWAUKEE will issue a grant modification to the award to remove the restriction on those funds.

The awardee must submit an indirect cost rate proposal or CAP. These documents should be submitted to the EMPLOY MILWAUKEE Accounting Manager ( [Elizabeth.jankowski@milwaukeeib.org](mailto:Elizabeth.jankowski@milwaukeeib.org) ). In addition, the awardee must notify the EMPLOY MILWAUKEE CFO that the documents have been sent. If this proposal is not submitted **within 90 days of the effective date of the award**, no funds will be approved for the reimbursement of indirect costs. Failure to submit an indirect cost proposal by the above date means the grantee will not receive further reimbursement for indirect costs until a signed copy of the federally approved NICRA or CAP is provided and the restriction is lifted by the EMPLOY MILWAUKEE CFO. All



indirect charges must be returned to the EMPLOY MILWAUKEE via check and no indirect charges will be reimbursed.

The total amount of EMPLOY MILWAUKEE's financial obligation under this grant award **will not** be increased to reimburse the awardee for higher negotiated indirect costs.

- ☐ C. The organization elected to exclude indirect costs from the proposed budget. Please be aware that incurred indirect costs (such as top management salaries, financial oversight, human resources, payroll, personnel, auditing costs, accounting and legal, etc. used for the general oversight and administration of the organization) must not be classified as direct costs; these types of costs are indirect costs. Only direct costs, as defined by the applicable cost principles, will be charged. Audit disallowances may occur if indirect costs are misclassified as direct.
- ☒ D. The organization has never received a negotiated indirect cost rate and, with and pursuant to the exceptions noted at 2 CFR 200.414(f) in the Cost Principles, and has elected to charge at a rate of the 10% De Minimis of modified total direct costs (see 2 CFR 200.68 for definition) which may be used indefinitely. This methodology must be used consistently for all Federally-funded grants until such time as subrecipient chooses to negotiate for an indirect cost rate, which you may apply to do at any time. (See 2 CFR 200.414(f) for more information on use of the de minimis rate.)

If DOL is your FCA, grantees should work with DOL's Division of Cost Determination, which has delegated authority to negotiate and issue indirect cost rates (ICR) and cost allocation plans (CAPs) on behalf of the Federal Government. More information about DOL's Division of Cost Determination is available at <http://www.dol.gov/oasam/boc/dcd/>. This website has guidelines to develop indirect cost rates, links to the applicable cost principles, and contact information. The Division of Cost Determination also has Frequently Asked Questions providing general information about the indirect cost rate approval process and due dates for provisional and final indirect cost rate proposals at <http://www.dol.gov/oasam/faqs/FAQ-dcd.htm>.

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<sup>1</sup> The Federal agency providing the organization the preponderance of direct Federal funds

## 8. EMPLOY MILWAUKEE Program Manager/ Contract Monitor

The EMPLOY MILWAUKEE Program Manager for this award

is:

Name: Ricardo Ybarra

Telephone: 414-385-6952

E-mail: Ricardo.ybarra@employmilwaukee.org

The EMPLOY MILWAUKEE Contract Monitor for this award is:

Name: Paul Wechter

Telephone: 414-270-1767

E-mail: paul.wechter@employmilwaukee.org

The Program Manager is not authorized to change any of the terms or conditions of the award or approve prior approval requests. Any changes to the terms or conditions or prior approvals must be approved by the EMI CEO through the use of a formally executed award modification.

## 9. Funding and Payment Restrictions

### a. Administrative Costs

There is a 8% limitation on Indirect costs to funds awarded under this grant, in accordance with the approved De Minimis rate. Administrative costs under this award follow the definition in the Uniform Guidance at 2 CFR 200.414(a). Compliance with the administrative costs limits is monitored throughout the grant period. Any amounts exceeding this limitation at closeout will be disallowed and subject to debt collection.

### b. Consultants

For the purposes of this award, fees paid to a consultant shall be limited to \$585 per day without additional EMPLOY MILWAUKEE CFO approval. Regulations regarding the determining of a consultant's rate of pay are located at 5 CFR 304.104 with the calculation for a maximum amount located at 5 CFR 304.105.

### c. Salary and Bonus Limitations

Under Public Law 113-128, Section 194, none of the funds appropriated under Title I of WIOA shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2014/executive-senior-level>). The salary and bonus limitation does not apply to vendors providing goods and services as defined in 2 CFR 200. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2262](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262)

Subrecipient will provide EMI with a copy of subrecipient's policies on bonuses to their employees. Policies related to bonuses must be submitted to the EMI Chief Financial Officer for approval **within thirty (30) calendar days** of the date subrecipient signs the contract.

### d. Compensation

Subrecipient shall perform and be compensated for all services provided in accordance with this agreement. The Grantor shall pay for all services within forty-five (45) days after receiving billing. If there is any contested bill, the Grantor shall pay the uncontested amount within forty-five (45) days after receiving billing. The Grantor reserves the right to withhold payment, or modify the above payment schedule, where Subrecipient has failed to deliver services in accordance with the terms of this agreement or fails to submit claims as required. The Grantor shall recover from Subrecipient any funds paid for services that were not performed in accordance with this agreement. Subrecipient shall repay any such funds within forty-five (45) days after receiving a written request for payment from the Grantor. Further, the Grantor reserves the right to recover such funds from any subsequent payments due Subrecipient.

Within the budget line item a sub-recipient may expend any line item in the contractual budget not to exceed 10%. All overrun variances that exceed \$1,000 and more than 10% of the budgeted line item must be explained in the monthly report. A change in budget line item above 10% must be requested from and approved in writing by EMPLOY MILWAUKEE.

The EMPLOY MILWAUKEE is not liable for costs incurred by the sub-recipient which are not contained in the approved program budget.

#### Invoicing Procedures.

All payments made by EMI to Subrecipient for services rendered under this contract are subject to the availability of funds.

EMI shall reimburse Subrecipient for services rendered on a cost reimbursement basis. Monthly invoices (requests for payment) shall be received by EMI **no later than the fifteenth (15<sup>th</sup>) working day** following the end of the reportable month. Subrecipient shall submit the Monthly Financial Report (MFR), using the EMI authorized form. Subrecipient shall submit the invoice specifying the total amount of the reimbursement requested. EMI will forward an excel version of the MFR, which is the approved form, and which is to be completed for reimbursement of contract costs. EMI will make payment based on actual expenditures.

The Subrecipient shall attach to the Monthly Financial Report a General Ledger Detail.

Subrecipient shall send monthly invoices to:

[invoicing@employmilwaukee.org](mailto:invoicing@employmilwaukee.org)

Subrecipient shall maintain clearly identifiable and readily accessible source documentation for all personnel expenditures associated with delivery of services under this contract. Attachment 2 – Budget Plan to this agreement, must be prepared and maintained current for all personnel receiving reimbursement under this agreement. Subrecipient shall furnish to EMI payroll records, timesheets and other staff related information with every invoice.

Subrecipient shall maintain clearly identifiable and readily accessible source documentation for all costs supported by properly executed payments to clients including, but not limited to time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the services provided. **Attachment 1 – Budget Plan** to this agreement, must be prepared and maintained current for all line item expenditures reimbursable under this agreement. Subrecipient shall furnish to EMI client vouchers and other source documentation, greater than \$500.00, with every invoice.

EMI shall not be responsible for the payment of any invoices of Subrecipient if the invoice document is not received or properly documented within **thirty (30) calendar days** of the reportable period.

#### Direct Costs.

Subrecipient will use the direct cost method for charging against contract funds for actual and not budgeted amounts according to activities and services provided.

#### Disallowed Cost.

EMI reserves the right to disallow any costs for which documentation is unclear, inadequate and/or missing. EMI reserves the right to disallow any costs for activities/services that are not in compliance with program and administrative rules and regulations, including those developed and disseminated by, DOL, EMI, and the Wisconsin Department of Workforce Development.

If EMI questions any cost contained on the monthly invoice, EMI shall request Subrecipient to clarify or correct invoice. Subrecipient shall have **five (5) working days** to submit an amended invoice and supporting source documentation. If the issue is not resolved, EMI may withhold further payments until the appropriate documentation has been received and/or initiate corrective action it deems appropriate in accordance with the terms of this agreement.

If EMI pays an expense authorized by Subrecipient, whether the payment is to Subrecipient or an eligible client contractor, that is later determined by DOL, DWD or some other appropriate authority to be disallowed,

Subrecipient will be required to reimburse EMI the full amount of that expense.

Final Billing.

Subrecipient will submit a final invoice to EMI within **Thirty (30) calendar days** of the contract end date. Failure to submit the final invoice within the required timeframe and/or in the proper format may result in EMI withholding the payment.

EMI shall not be responsible for payment of any invoices of Subrecipient if the final invoice document has not been received within the **thirty (30) calendar day** grant closeout period except in situations where there is an unresolved, open grievance.

The Subrecipient may not bill the Grantor for services funded by another source.

The Grantor is not responsible for any minimum number of referrals.

e. Budget Flexibility

As directed in 2 CFR 200.308(e), the transfer of funds among direct cost categories or programs, functions and activities is restricted such that if the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by EMI, the recipient must receive prior approval from the EMPLOY MILWAUKEE CFO.

f. Mileage Reimbursement Rates

Pursuant to 2 CFR 200.474(a), recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this grant cannot be charged more than the maximum allowable Mileage Reimbursement Rates for Federal employees.

The 2017 Mileage Reimbursement Rates are:

Modes of Transportation	Effective/Applicability Date	Rate per mile
Privately owned automobile	January 1, 2017	\$0.535
Privately owned motorcycle	January 1, 2017	\$0.51

Mileage rates must be checked annually at [www.gsa.gov/mileage](http://www.gsa.gov/mileage) to ensure compliance.

g. Restriction on Health Benefits Coverage

The recipient must ensure that the use of these funds for health benefits coverage complies with 506 and 507 of Division H of Public Law 115-31, the Consolidated Appropriations Act, 2017

h. Cost Certification and Adjustment

The Subrecipient must certify that to the best of its knowledge and belief, the cost data are

accurate, complete, and current at the time of agreement of price. Agreements or modifications negotiated in reliance on such data should provide the Grantor a right to a price adjustment to exclude any significant sum by which the price was increased because the Subrecipient had knowingly submitted data that were not accurate, complete, and current as certified.

i. Allowable Costs

Funds shall be expended only for properly documented costs authorized by the agreement and allowed by Federal, State regulations, Employ Milwaukee policies, or specific provisions of the grant (see 2 CFR 200). In the event that Grantor, its auditors or Federal or State officials, determine that funds from this agreement have been used for unallowable costs, the Subrecipient shall be held liable for misexpenditures.

j. Placement Fees

The Subrecipient may not charge a participant a fee for placement or referral of such individual in or to a training program under this agreement.

k. Close Out Costs

The Grantor will reimburse the Subrecipient only for costs incurred in the performance of contracted services, during the contract period. In the event that either party determines that this agreement will not be renewed, regardless of reason, any and all close out costs incurred are deemed to be the sole responsibility of the Subrecipient.

l. Financial Controls

Subrecipient shall be responsible for implementing procedures and internal financial controls governing the management and utilization of funds provided hereunder. The procedures and financial controls must be established pursuant to Generally Accepted Accounting Principles (GAAP).

Subrecipient shall maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems.

If subrecipient obtains services for any part of this contract from another vendor, subrecipient is responsible for fulfillment of the terms of this contract and shall give prior written notification of such to EMI for approval.

Subrecipient will maintain separate accounting records for all funds expended under this contract to ensure compliance with all federal and state laws and to ensure that the funds have not been unlawfully spent. All expenditures must be allowable, allocable, necessary and reasonable for proper and efficient operation of the program under the appropriate funding source administered.

When fiscal or special audit determines that subrecipient has expended funds which are questioned under the criteria set forth, subrecipient will be notified and given the opportunity to

justify questioned expenditures prior to the final determination of disallowed costs. Subrecipient will be responsible for the repayment of any and all disallowed costs.

If subrecipient incurs costs which benefit more than one fund source and the costs are not readily assignable to the benefiting fund source, subrecipient must develop a cost allocation plan to assign the cost to the benefiting fund source.

Uniform Guidance (2 CFR Part §200) should serve as a basis for the cost allocation plans and shared costs should be allocated to Federal, State, and local programs consistently.

Indirect cost rates are subject to review by Employ Milwaukee and the Wisconsin Department of Workforce Development (DWD).

## 10. Administrative Requirements

### a. Indemnification

Subrecipient agrees that it will at all times during the term of this contract it shall indemnify, save, keep harmless and defend EMI, its directors, officers, agents, and employees against any and all loss, damages, injuries, liability claims, and costs or expenses of whatsoever kind and nature, including attorney's fees, which EMI may sustain, incur or be required to pay, resulting from injury to or death of any person or persons, and for loss or damage to any property (technical or otherwise) occurring in connection with, in any way incident to, or otherwise arising out any services, operations, or performance of work in connection with this contract, resulting in whole or part from the negligent acts or omissions of Subrecipient, and the employees, agents, or representatives of Subrecipient.

UNLESS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

### b. Independent Service Provider

Nothing in this Agreement shall be constituted or be construed to create a partnership or joint venture between the Grantor or its successors or assigns and Subrecipient. In entering into this Agreement and acting in compliance herewith, Subrecipient is at all times acting and performing as an Independent Service Provider, duly authorized to perform the tasks required of it herein.

Subrecipient certifies that no relationship exists between subrecipient and EMI that interferes with

fair competition or is a conflict of interest, and no relationship exists between subrecipient and another person or organization that constitutes a conflict of interest with respect to this contract. If there is a conflict of interest, subrecipient shall notify EMI's Chief Financial Officer. EMI will refer this notice from subrecipient to DWD's Contract Manager. The DWD Contract Manager may waive this provision in writing, if the activities of subrecipient will not be averse to the interests of the DWD.

Subrecipient agrees to comply with the provisions of federal and state laws and regulations regarding actual or potential conflict of interest on the part of subrecipient officials and employees in relationships with any organization or entity which may receive funds from or seek to do business with subrecipient and to prevent the solicitation and/or acceptance of gifts or gratuities in the performance of contractual duties.

c. Arms-Length Agreements

Generally, agreements between organizations are made at arms-length. Such agreements include grant and contract agreements. In some cases agreements may be made at less than arms-length. This may occur when one party to the agreement is able to substantially control or influence the actions of the other. Such agreements require prior approval by the Grantor, and no contract or grant is deemed to exist.

Less than arms-length agreements within an organization may include (a) agreements between sub-units of an organization; or (b) agreements between an organization and a director, trustee, officer or key employee of the organization or his/her immediate family (either directly or through corporations, trusts or similar arrangements in which they hold a controlling interest).

Less than arms-length agreements between organizations may include (a) agreements between organizations under common control through common officers, directors or members; (b) agreements between an individual on the board of directors of one organization and an immediate family member on the board of directors of another organization; or (c) agreements between an individual who is an officer or key employee of one organization and him/herself as a member of the board of directors of another organization.

d. Disputes – Resolution, Arbitration, & Liability

**Attempt to Resolve.**

- A. The PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by the SUBRECIPIENT'S PROJECT MANAGER and the EMPLOY MILWAUKEE'S PROJECT MANAGER, such matter shall be brought to the attention of the EMPLOY MILWAUKEE DIRECTOR by way of the following process:
- i. The SUBRECIPIENT shall submit to the agency/department assigned EMPLOY MILWAUKEE'S PROJECT MANAGER a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless EMPLOY MILWAUKEE, on its own initiative, has already rendered such a final decision.
  - ii. The SUBRECIPIENT'S written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the SUBRECIPIENT shall include with the demand a written statement signed by a senior



official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the SUBRECIPIENT believes EMPLOY MILWAUKEE is liable.

- B. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the SUBRECIPIENT agrees to proceed with the provision of services under this CONTRACT. The SUBRECIPIENT'S failure to proceed shall be considered a material breach of this CONTRACT.

Any final decision of EMPLOY MILWAUKEE shall be expressly identified as such, shall be in writing, and shall be signed by the CONTRACT MANAGER. If EMPLOY MILWAUKEE fails to render a decision within ninety (90) days after receipt of the SUBRECIPIENT'S demand, it shall be deemed a final decision adverse to the SUBRECIPIENT'S contentions. Nothing in this Paragraph shall be construed as affecting EMPLOY MILWAUKEE'S right to terminate the CONTRACT for Cause or Terminate for Convenience as stated in Paragraph (f) herein.

**Arbitration.** All claims and disputes arising under or relating to this Agreement remaining unresolved by the informal process described above shall be settled by binding arbitration. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association by one arbitrator. The place of arbitration shall be Milwaukee, WI., or may be conducted by teleconference. Wisconsin state law shall apply. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. An award of arbitration may be confirmed in a court of competent jurisdiction.

#### **Liability.**

A. The Grantor agrees that MAXIMUS Human Services, Inc total liability to the Grantor for any and all damages whatsoever arising out of or in way related to this Contract from any cause including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed, in the aggregate, the contract value for the contract term.

B. In no event shall MAXIMUS Human Services, Inc be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if MAXIMUS Human Services, Inc has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of limited remedy. The exclusions set forth in this section do not apply to penalties levied by the federal government because of a MAXIMUS

#### **e. Termination By Subrecipient**

Subrecipient may, at its option, terminate its Agreement upon the failure of the Grantor to pay

any amount that may become due herein for a period of forty-five (45) days following timely submission of appropriate billing accompanied by supporting documentation. Upon said termination, Subrecipient shall be paid the compensation due for all uncontested services through the date of termination.

f. Termination By Grantor for Violations by Subrecipient

If Subrecipient fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of the provisions, or fails to correct deficiencies in services and/or meet performance standards, the Grantor shall have the right to terminate it by giving a thirty (30) day written notice of termination of Agreement, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of termination notice, Subrecipient promptly cures the alleged violation to the satisfaction of the Grantor, within a thirty (30) day period. In the event of termination, the Grantor will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by the Subrecipient for use in completing this Agreement.

g. Unrestricted Right of Termination by the Grantor

Grantor further reserves the right to terminate this Agreement at any time due to a change in the amount or the availability of Grantor's funding by giving Subrecipient ten (10) days written notice by Certified Mail of such termination. In the event of said termination, Subrecipient shall reduce its activities herein as mutually agreed to, upon receipt of said notice of termination. Subrecipient shall be paid for all uncontested services rendered through date of termination, including any retainer.

h. System for Award Management and Universal Identifier Requirements

**1. Requirement for System of Award Management**

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

**2. Requirement for unique entity identifier**

If you are authorized to make subawards under this award, you:

- i. Must notify potential subrecipients that no entity (*see* definition in paragraph [3] of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
- ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

**3. Definitions**

For purposes of this award term:

- i. *System of Award Management (SAM)* means the Federal repository into which an

entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

ii. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

iii. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330)
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

v. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

## i. Federal Funding Accountability and Transparency Act

### 1. Reporting of first-tier subawards.

- i. *Applicability.* Unless you are exempt as provided in paragraph [4.] of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph [5.] of this award term).
- ii. *Where and when to report.*
  - a. You must report each obligating action described in paragraph [1.i.] of this award term to EMPLOY MILWAUKEE.
  - b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- iii. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.frs.gov> specify.

### 2. Reporting Total Compensation of Recipient Executives.

- i. *Applicability and what to report.* You must report total compensation for each of your

- five most highly compensated executives for the preceding completed fiscal year, if—
- a. the total Federal funding authorized to date under this award is \$25,000 or more;
  - b. in the preceding fiscal year, you received—
    - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- ii. *Where and when to report.* You must report executive total compensation described in paragraph [2.i.] of this award term:
- a. As part of your registration profile at <http://www.sam.gov>.
  - b. By the end of the month following the month in which this award is made, and annually thereafter.

### 3. Reporting of Total Compensation of Subrecipient Executives.

- i. *Applicability and what to report.* Unless you are exempt as provided in paragraph [4.] of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- a. in the subrecipient's preceding fiscal year, the subrecipient received— (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- ii. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph [3.i.] of this award term:
- a. To the recipient.
  - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month

of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

#### 4. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

#### 5. Definitions

For purposes of this award term:

- i. *Entity* means all of the following, as defined in 2 CFR part 25:
  - a. A Governmental organization, which is a State, local government, or Indian tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization;
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- ii. *Executive* means officers, managing partners, or any other employees in management positions.
- iii. *Subaward*:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see [2 CFR 200.330]).
  - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- iv. *Subrecipient* means an entity that:
  - a. Receives a subaward from you (the recipient) under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.
- v. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - a. *Salary and bonus*.
  - b. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - c. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

- d. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- e. *Above-market earnings on deferred compensation which is not tax-qualified.*
- f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

j. Personally Identifiable Information

Recipients must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Recipients must meet the requirements in Training and Employment Guidance letter (TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII)), (located at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=7872](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872))

k. Grievance Procedures

The Subrecipient shall establish and maintain complaint/grievance and appeal procedures that conform to applicable federal and state requirements and the Employ Milwaukee WIOA Grievance Policy. Every participant must be informed of and have a copy of the grievance procedure available to them.

Should the Subrecipient receive a grievance or complaint by any participant, the Grantor must be notified immediately of the grievance and be made part of the resolution process.

If a Subrecipient files a grievance or complaint, the Grantor shall attempt to informally resolve the grievance. If this is not possible, the formal Grantor grievance procedure shall be exercised.

l. Recipient Integrity and Performance Matters

**1. General reporting requirement**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the project period of this award, then you as the recipient during that period of time must maintain the currency of information in the Federal Awardee Performance and Integrity Information System (FAPIS) about civil, criminal, or administrative proceedings described in these award terms by updating the information in SAM) about civil, criminal, or administrative proceedings described in Section g. of this award term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 417b). As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

**2. Proceedings about which you must report**

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from either the Federal Government or a State;
2. Reached its final disposition during the most recent 5-year period; and
3. Is one of the following:
  - i. A criminal proceeding that resulted in a conviction, as defined in this award term
  - ii. A civil proceeding that resulted in a finding of fault and liability and your paying a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - iii. An administrative proceeding, as defined in this award term, that resulted in a finding of fault and liability and your payment of either monetary fine or penalty of \$5,000 or more or a reimbursement, restitution, or damages in excess of \$100,000; or
  - iv. Any other criminal, civil, or administrative proceeding if:
    - a. It could have led to an outcome described in this award term;
    - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - c. The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. Reporting procedures

Enter in SAM Entity Management area (formerly CCR), or any successor system, the FAPIIS information that SAM requires about each proceeding described in this award term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM (formerly CCR) because you were required to do so under Federal procurement contracts that you were awarded.

### 4. Reporting frequency

During any period of time when you are subject to the requirement of this award term, you must report FAPIIS information through SAM no less frequently than semiannually following your initial report of any proceedings for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report.

### 5. Definitions

For purposes of this award term:

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction, for purposes of this award term, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes —

- i. Only the Federal share of the funding under any award with a recipient cost share or match;

and

i. The value of all options, even if not yet exercised.

m. Supportive Services & Participant Costs

When supportive services are expressly authorized by program statute, regulation or Funding Opportunity Announcement, this award waives the prior approval requirement for participant support costs as described in 2 CFR 200.456. Costs must still meet the basic considerations at 2 CFR 402 – 200.411. In addition, subrecipients will expressly follow Employ Milwaukee's Supportive Service Policy – available at <http://www.employmilwaukee.org/Employ-MKE/Reports/WDA2WIOALocalPlanUpdated06.30.173.pdf>

n. Contract Signatures

In the event the signature(s) and date(s) is affixed to the binding contract/agreement after the start date of the agreement, between the Grantor and the Subrecipient, all allowable costs accrued/incurred prior to the actual signing will be allowed and covered.

o. Modifications

The Subrecipient may propose modifications to this Agreement by submitting a written modification request to the Grantor. No modification will be made without the written approval of the Grantor. The Grantor reserves the right to unilaterally modify this Agreement at any time for any reason by giving Subrecipient at least ten (10) days written notice by Certified Mail of the modification(s).

This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the DWD shall serve to terminate this contract, except as further agreed to by the parties hereto.

p. Pell Eligible Institutions

If the project is leveraged with WIOA funds then the use of WIOA funds that enable a participant to enroll in a Pell-eligible training program are limited by this Agreement to amounts determined to be a necessary supplement to Pell grants and financial aid available from non-WIOA funding sources.

Subrecipient must provide the Grantor with a copy of the Student Aid Report (SAR) received from the U.S. Department of Education (DOED) and other documents pertinent to determination of financial aid available from non-WIOA funding sources. There must be evidence in the participant's case file showing that a participant in training has applied for financial aid. Documentation from the educational institution indicating eligibility for or denial of financial aid, or documentation indicating the training program does not qualify for financial aid, is required.

q. Audits

Organization-wide or program-specific audits shall be performed in accordance with the Single Audit Act Amendments of 1996. Recipients that expend \$750,000 or more in a year in Federal awards shall have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. The provisions of 2 CFR Subpart F, Audit Requirements, will apply to audits of non-Federal entity fiscal years beginning on or after December 26, 2014. The revised audit requirements are not applicable to fiscal years beginning prior to that date.

Subrecipient shall supply EMI with a final copy of their most recent audit within **thirty (30) calendar days** of signing this contract.



When a new audit is conducted, EMI will provide a final copy of the new report within thirty (30) days of its receipt. If EMI does not receive the audit report, a letter requesting compliance will be sent and subrecipient will have **ten (10) working days** to submit the report to EMI. Failure to have the most current audit report on file with EMI could result in payments to subrecipient being suspended until compliance is achieved or this contact may be canceled.

r. Equipment

Recipients must receive **prior approval** from the Program Manager for the purchase of any equipment with a per unit acquisition cost of \$5,000 or more, and a useful life of more than one year. This includes the purchases of Automated Data Processing (ADP) equipment. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439.

This grant award **does not** give approval for equipment specified in a recipient's budget or statement of work unless specifically approved above. If not specified above, the recipient must submit a detailed description list to EMI's CFO for review within 90 days of the Notice of Award date. Failure to do so within 90 days may impact the approval of equipment.

Recipients may not purchase equipment in the last year of performance. If any approved acquisition has not occurred prior to the last year of performance, approval for that item(s) is rescinded.

s. Program Income

The recipient is required to utilize the addition method if any Program Income is generated throughout the duration of this award. The recipient is allowed to deduct costs incidental to generating Program Income to arrive at a Program Income. Additional information about program income is located in 2 CFR 200.307(b).

t. Commingling of Funds

The Subrecipient shall deposit funds in bank accounts insured by the FDIC and shall maintain accounting records which adequately identify separate deposits and expenditures for this agreement. Accounting balances exceeding FDIC coverage must be collaterally secured.

u. Insurance Requirements

The Subrecipient agrees to carry comprehensive insurance coverage, at the subrecipient's expense, for damage to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any agent or employee of the Subrecipient. Coverage must be issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance.

The Subrecipient agrees that it will keep in force insurance policies and minimum amounts as outlined below. The Subrecipient shall furnish the Grantor with a Certificate(s) of Insurance.

- 1) Comprehensive General Liability Insurance including Premises and Operations. The Limits of Liability should be no less than \$500,000 each occurrence, and \$500,000 aggregated for bodily injury, \$250,000 each occurrence, and \$250,000 aggregate for property damage, or \$1,000,000 each occurrence combined single limit.
- 2) Automobile Liability Insurance covering all owned, hired and non-owned private passenger autos and commercial vehicles with split limits of \$250,000 each person/\$500,000 each occurrence/\$100,000 property damage each occurrence or a Combined Single Limit of \$1,000,000.
- 3) Worker's Compensation and Employer's Liability including Statutory Worker's Compensation benefits and Employer's Liability of \$100,000.
- 4) Professional Liability – Maintain minimum coverage amount of \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year.
- 5) Umbrella Liability – Maintain minimum coverage amount of \$1,000,000.

Cancellation, non-renewal or expiration of insurance or reduction of coverage, by subrecipient, prior to expiration of the contract will constitute an automatic termination unless other or additional insurance is obtained to cover the risks as herein required.

#### v. Pre-Award

All costs incurred by the subrecipient prior to the start date specified in the award issued by the Department are ***incurred at the subrecipient's own expense.***

#### w. Reports

All subrecipients are required to submit monthly financial and narrative progress reports for each grant award.

##### A. Monthly Financial Reports.

All subrecipients are required to report monthly financial data on the Monthly Financial Report. Monthly Financial Reports are due no later than the 15<sup>th</sup> calendar day after the end of each month. A final financial closeout report is required to be submitted no later than 30 calendar days after the grant period of performance ends.

EMPLOY MILWAUKEE requires all subrecipients to submit the Monthly Financial Report form electronically via email to [EmployMilwaukee.invoicing@milwaukeeewib.org](mailto:EmployMilwaukee.invoicing@milwaukeeewib.org). Expenditures are required to be reported on an accrual basis, cumulative from the beginning of the life of a grant, through the end of each reporting period.

##### B. Monthly Narrative Progress Reports.

Subrecipients are required to submit a narrative monthly and final report to the designated

Contract Monitor on grant activities funded under this award. All reports are due no later than 15 calendar days after the end of each specified reporting month.

1. The last monthly progress report that recipients submit will serve as the grant's Final Performance Report. This report should provide both **monthly and cumulative** information on the grant's activities. It must summarize project activities, employment outcomes and other deliverables, and related results of the project.
2. The recipient shall use any standard forms and instructions to report on training and employment outcomes and other data relating to the progress reports as provided by EMPLOY MILWAUKEE.
3. The recipient shall utilize standard reporting processes and electronic reporting systems to submit their monthly progress reports as provided by EMPLOY MILWAUKEE.

x. Managing Subawards

*Subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a Subrecipient or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for the monitoring of the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this award (2 CFR 200.101(b)(1)).

y. Final Year/Closeout Requirements

At the end of the grant period, the recipient will be required to close the grant with EMPLOY MILWAUKEE. The subrecipient will be notified approximately 15 days prior to the end of the period of performance that the initiation of closeout will begin at the end of the grant. Information concerning the recipient's responsibilities at closeout may be found in 2 CFR 200.343.

Part of the closeout process will include the retrieval of participant files from the subrecipient to Employ Milwaukee. This process will be initiated by the assigned Contract Monitor. The subrecipient shall submit any and all participant files related to the grant within 90 days of the end of the grant term. It is the responsibility of the subrecipient to keep detailed and accurate participant files throughout the term of the grant. At the end of the grant, as part of the closeout process, the subrecipient shall complete a review of all files prior to submission to the Contract Monitor. The Contract Monitor will complete a subsequent review and notify the subrecipient of any missing documentation that is required. The subrecipient is required to provide said documentation within 24 hours of such request. If the subrecipient is unable to provide said documentation the Contract Monitor will issue a letter, with either an Area of Concern or a

Finding, depending on the severity of the error. The subrecipient shall be required to submit a Corrective Action Plan within 30 days of receipt of aforementioned letter. Any subrecipient that is unable to provide proper records related to the grant is subject to potential penalties (see **Penalties**).

Employ Milwaukee will retain closed participant files in its corporate offices, either in paper format or an electronic version, for the required seven year term per DWD and DOL require.

### **Penalties**

The Subrecipient shall be subject to financial penalty if the Subrecipient fails to implement all requirements under this contract and is found to be non-compliant.

Non-compliance of the contract requirements may be discovered via monitoring, QA reviews or other means, whereby EMPLOY MILWAUKEE finds an agency in default of one or more of the contract requirements or scope of services. The Parties hereby agree that damages will be difficult to calculate. Accordingly, a penalty will be applied when the Subrecipient knew or should have known that the failure was not in compliance with a Contract requirement due to factors within their control.

The Subrecipient shall know the failure was not in compliance with a Contract requirement because the failure was egregious or intentional, or EMPLOY MILWAUKEE had previously communicated the failure through a letter, Action Plan, or Corrective Action Plan. Upon EMPLOY MILWAUKEE's finding of non-compliance, liquidated damages shall be assessed in the amount up to Five Thousand Dollars (\$5,000) per violation or individual whom the agency has failed to properly serve in the amount up to Five Thousand Dollars (\$5,000) per day that the agency has failed to take action after receiving the initial written notification of the failure. The Parties shall attempt to negotiate the value of damages and assess penalties. Non-compliance penalties shall result in fines to be paid from non-federal funds.

### **z. Publicity**

No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

aa. Public Announcements

When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, all recipients receiving Federal funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources, and (4) notify EMI of intent to and request permission for issuing said statement, press release, etc.

No statement, RFP, or other documentation describing project or programs funded in whole or in part with this grant shall occur without EMI's express approval.

bb. Procurement

The Uniform Administrative Requirements (2 CFR 200.317-36) require all recipient procurement transactions to be conducted in a manner to provide, to the maximum extent practical, open and free competition. If the statement of work identifies a specific entity to provide goods or services, the DOL ETA's award does not provide the justification or basis to sole-source the procurement, i.e., avoid competition.

cc. Vendor/Subrecipient

The term "Subrecipient", sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required for the conduct of a Federal program. (2 CFR 200.23) These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a Subrecipient (vendor) is provided in 2 CFR 200.330. When procuring Subrecipient provided goods and services, DOL ETA recipients and subrecipients must follow the procurement requirements 2 CFR 200.319, which call for free and open competition.

dd. Intellectual Property Rights and the Bayh-Dole Act

All small business firms, and non-profit organizations (including Institutes of Higher Education) must adhere to the Bayh Dole Act, which requirements are provided at 37 CFR 401.3(a) and at <https://doleta.gov/grants/pdf/BayhDoleGrantTerm.pdf>. To summarize, these requirements describe the ownership of Intellectual Property rights and the government's nonexclusive, nontransferable, irrevocable, paid-up license to use any invention conceived or first actually reduced to practice in the performance of work under this grant. These requirements are in addition to those found in the Intellectual Property Rights term provided in this document.

Additionally and as applicable, the following needs to be on all products developed in whole or in part with grant funds:

*This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official positions of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for commercial use is permissible. All others uses require the authorization of the copyright owner.*

ee. Creative Commons License Requirement

Pursuant to 2 CFR 2900.13, intellectual property must be licensed under a Creative Commons Attribution 4.0 (CC BY) license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the recipient. For general information on CC BY, please visit <http://creativecommons.org/licenses/by/4.0>. Instructions for marking your work with CC BY can be found at [http://wiki.creativecommons.org/Marking\\_your\\_work\\_with\\_a\\_CC\\_license](http://wiki.creativecommons.org/Marking_your_work_with_a_CC_license).

ff. Requirements for Conference and Conference Space

In compliance with DWD-DET Administrator's Memo 13-04, must obtain prior approval from the EMI Chief Program Officer before holding any conference (which includes meeting, retreat, seminar, symposium, training activity or similar event), or any activity related to holding a conference, including, but not limited to, obligating or expending EMI funds, signing contracts for space or services, announcing EMI's involvement in any conference, and using the name of EMI officials or EMI's name or logo. EMI retains the right to obtain information from about any conference that is funded in whole or in part with EMI funds.

gg. Funding for Travel to and from Meetings with an Executive Branch

Agency

Grant funds may not be used for the purposes of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose for which the grant or contract was awarded.

No funds made available through DOL appropriations may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M-12-12 dated May 11, 2012. (P.L. 113-6, 3003 (c)(d)(e)).

hh. Maintenance of Effort

The Subrecipient shall comply with the maintenance of effort provisions described as follows:

- a. Displacements: The Grantor programs shall comply with the following:

- 1) The programs shall result in an increase in employment and training opportunities over those, which would otherwise be available in the area.
- 2) The 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.
- 3) The 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: Funds shall be used to supplement and not supplant funds that would otherwise be available from nonfederal sources for planning and administering programs.
- c. Hiring Freezes: Participants may not be hired into or remain working in any position when the same or a substantially equivalent position is vacant due to a hiring freeze.
- d. Layoffs and Recalls: Participants may not be hired into or remain working in any position when any person who is not program funded is one of the following:
  - 1) A person is on layoff from the same or a substantially 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 reemployment rights exist, 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.

## ii. Access and Records

A. Access. EMPLOY MILWAUKEE, , DWD, DOL, and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to SUBRECIPIENT'S activities, books, documents and papers (including computer records and emails) and to records of SUBRECIPIENT'S SUBSUBRECIPIENTS, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this CONTRACT. SUBRECIPIENT shall insert this condition in each CONTRACT between SUBRECIPIENT and any Subrecipient of theirs that is pursuant to this CONTRACT shall require the Subrecipient to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. SUBRECIPIENT shall make available its books, documents, papers, financial records, etc., within twenty-four (24) hours after receipt of written demand by DIRECTOR which shall be deemed received upon date of sending. In the event SUBRECIPIENT does not make the above

referenced documents available within the EMPLOY MILWAUKEE, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by EMPLOY MILWAUKEE, or EMPLOY MILWAUKEE'S designee, in conducting any audit at the location where said records and books of account are maintained.

B. Records Retention. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this CONTRACT shall be kept available at SUBRECIPIENT'S office or place of business for the duration of this CONTRACT and thereafter as specified in 29 C.F.R. 97.42 or 29 C.F.R. 95.53, whichever is more restrictive, with the exception of participant files as indicated in the Final Year/Closeout Requirements section of this contract. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this CONTRACT; or (2) costs and expenses of this CONTRACT to which EMPLOY MILWAUKEE or any other governmental agency takes exception, shall be retained until final resolution or disposition of such appeals, litigation, claims, or exceptions.

C. Liability. CONTRACT shall pay to EMPLOY MILWAUKEE the full amount of EMPLOY MILWAUKEE's liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to SUBRECIPIENT'S failure to perform under this CONTRACT.

D. Quality. All records shall be maintained in accordance with established professional standards and applicable rules, and regulations. These records shall be accurate, legible and safeguarded against loss, destruction or unauthorized use and shall remain confidential as required by federal and state law. Subrecipient agrees to maintain and preserve its client, employee, accounting and other financial management records pertaining to this contract in a form and manner consistent with all applicable federal and state laws and principles of proper accounting and financial management.

## jj. Marketing & Communication of Programs

Sub grantee is required to credit Employ Milwaukee with financial and any other support when promoting or touting services, initiatives, or accomplishments provided through or resulting from the use of funding or supportive services. This applies to both written and verbal communications. In recruitment brochures and other materials ordinarily distributed to the public, which describe the programs or requirements for participation, the Employ Milwaukee logo and "Proud Partner of the American Job Center Network" branding identifier will be included. The Employ Milwaukee logo and American Job Center identifier will be included on any webpage mentioning the program. To obtain the Employ Milwaukee logo, contact Employ Milwaukee's Communications Director.

In preparing media releases for newspaper, radio, television, or social media, the Sub grantee will include proper and accurate credit to the Employ Milwaukee. If program interview requests are made or received, Employ Milwaukee staff will be given first right of refusal to represent the program. Forward interview requests to Employ Milwaukee's Communications Director.



Program brochures, flyers and other collateral material for distribution will be submitted to Employ Milwaukee for review and approval, in addition to any and all public references to the program, written, verbal or online.

## 11. Program Requirements

The Funding Opportunity Announcement (RFP) contains the program requirements for this award.

## 12. Public Policy

### a. Executive Orders

**12928:** Pursuant to Executive Order 12928, the federal funding recipients and subrecipients are strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

**13043:** Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients and subrecipients of federal funding are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

**13513:** Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients of federal funding are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government-Owned Vehicle (GOV), or while driving Privately Operated Vehicle (POV) when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

**13166:** As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients and subrecipients of federal funds must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Pages 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities.

For assistance and information regarding your LEP obligations, go to <http://www.lep.gov> or contact the EMI Program Manager.

**13465:** Beginning September 8, 2009, Federal subrecipients and subsubrecipients must use the E-Verify system to verify that new hires and current employees working on certain federal contracts are eligible to work in the U.S. The requirement is contained in regulations that implement Executive Order 13465.

Subrecipients must:

- Enroll in the E-Verify program within 30 days of contract award if they are not already enrolled as a federal subrecipient.
- Verify the employment eligibility of all new employees within 3 business days after the date of hire, but a subrecipient may choose to verify only new hires assigned to the contract if the subrecipient is:
  - An institution of higher education
  - A state or local government
  - A government of a federally recognized Indian tribe
  - A surety performing under a takeover agreement entered into with a federal agency under a performance bond.
- Use E-Verify to confirm the employment eligibility of all existing employees directly engaged in the performance of work under the covered contract within 90 days of the contract award or 30 days of the employee's assignment to the contract, whichever is later.

b. Veteran's Priority Provisions

38 U.S.C. 4215 requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with DOL guidance on veterans' priority and Employ Milwaukee's Veterans Priority of Service Policy and Employ Milwaukee's WIOA Adult Program Priority of Service Policy. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2816](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816).

c. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

d. Architectural Barriers

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

e. Drug-Free Workplace

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

f. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

g. Prohibition on Trafficking in Persons

I. Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. EMI as the awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on

Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 29 CFR Part 98.

b. *Provision applicable to a recipient other than a private entity.* EMI as the awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*Definitions.* For purposes of this award term:

1. "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

h. Buy American Notice Requirement

None of the funds made available under this award may be expended by an entity unless the entity agrees that in expending the funds it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

i. Political Activities

The Subrecipient is strictly prohibited from using funds for partisan or non-partisan political activities. The Grantor will disallow any expenditure related to this type of activity and will immediately initiate the necessary action to recover all misused funds.

j. Reporting of Waste, Fraud, and Abuse

Pursuant to P.L. 114-113, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or subrecipients of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subrecipients from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

All sub-recipients of Workforce Innovation and Opportunity (WIOA) Title I-B funds, including Local Workforce Development Areas (LWDAs), subrecipients and service providers must implement policies and procedures to prevent and detect fraud, abuse and criminal activities involving WIOA Adult, Dislocated Worker, and Youth program funds. Additionally, sub-recipients must report allegations, suspicions and complaints of possible fraud, program abuse and criminal activities involving WIOA Title I-B Funds to the U.S. Department of Labor (DOL) Office of Inspector General (OIG).

k. Prohibition on Providing Federal Funds to ACORN

These funds may not be provided to the Association of Community Organizations for Reform now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

l. Prohibition on Contracting with Corporations with Felony Criminal Convictions

The recipient may not knowingly enter into a contract, memorandum of understanding, or

cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

m. Prohibition on Contracting with Corporations with Unpaid Tax

Liabilities

The recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

n. Prohibition on Contracting with Inverted Domestic Corporations

No funds made available under a Federal Act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any subsidiary of such an entity. Waivers to this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.

o. Violation of the Privacy Act

These funds cannot be used in contravention of the 5 USC 552a or regulations implementing that section.

p. Prohibition on Sectarian Activities

The Subrecipient is strictly prohibited from using funds for religious or anti-religious activities. The Grantor will disallow any expenditure related to this type of activity and will immediately initiate the necessary action to recover all misused funds.

q. Clean Air Act and Federal Water Pollution Control Act

For Agreements in excess of \$100,000, Subrecipients must comply with applicable standards of the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., as amended.

r. Other Prohibited Practices

Subrecipient during the period of this agreement shall not hire, retain or utilize for compensation any member, officer, or employee of the Grantor, or any person who, to the knowledge of Subrecipient, has a conflict of interest. In addition, Subrecipient shall not offer or give any Grantor member, officer or employee (or member, officer or employee's immediate family) anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment could be influenced

thereby.

s. Americans with Disabilities Act

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and state and local governments, except public transportation services.

t. NON-DISCRIMINATION AND CIVIL RIGHTS COMPLIANCE (See Attachment)

The subrecipient agrees to the following provisions as a condition to the award of financial assistance from United States Department of Labor (DOL). The subrecipient assures that it will comply fully with the nondiscrimination and EO provision of the following laws:

i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I – financially assisted program or activity. The subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

This covers eligibility for and access to service delivery, and treatment in all programs and activities. Employees of Subrecipient are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.

ii. Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the bases of race, color, and national origin.

iii. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against qualified individuals with disabilities

iv. The Age Discrimination Act of 1975, as amended, prohibits discrimination on the basis of age.

v. Title IX of the Education Amendments of 1972, as amended, prohibits discrimination on the basis of sex in educational programs.

vi. The subrecipient also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the subrecipient's operation of the WIOA Title I – financially assisted programs.

Equal Employment Opportunity.

i. The subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or

national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

ii. The subrecipient will, in all solicitations or advancements for employees placed by or on behalf of the subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the subrecipient's legal duty to furnish information.

iv. The subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the subrecipient's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The subrecipient will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The subrecipient will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The subrecipient will include the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subsubrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of



enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event The subrecipient becomes involved in, or is threatened with, litigation with a subsubrecipient or vendor as a result of such direction, Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

#### Compliance.

i. EMI will take constructive steps to ensure the subrecipient complies with all non-discrimination, affirmative action and civil rights laws and regulations. The subrecipient agrees to comply with Civil Rights monitoring reviews performed by EMI, including the examination of records and relevant files maintained by the subrecipient. The subrecipient further agrees to cooperate with EMI in developing, implementing, and monitoring corrective action plans that result from any reviews.

ii. Failure to comply with the above nondiscrimination and equal opportunity provisions will require corrective actions to eliminate violations to be submitted to EMI within fifteen (15) working days or the subrecipient may incur sanctions. Sanctions may include: 1) withholding of reimbursable payments submitted to Subrecipient; or 2) termination of contract.

#### u. Lobbying (See Attachment)

Subrecipients receiving funding in excess of \$100,000 are required to file a certification form regarding lobbying requirements with the Grantor. Use of federal funds for lobbying the executive or legislative branches of the federal government in connection with a specific contract or grant is prohibited. DOL Standard Form LLL (disclosure report) must be filed with the Grantor if the Subrecipient engages in lobbying activity utilizing other than federal funds. The Grantor will provide the "Certification Regarding Lobbying" form and Standard Form LLL to Subrecipient as needed. The appropriate form(s) must be filed with the Grantor before the contract can receive final approval.

A new certification and disclosure report (where applicable) must be filed with the Grantor at the beginning of each program year. When events occur which materially change the information originally provided on the disclosure report, an amended form must be filed.

#### v. Conflict of Interest (See Attachment)

A conflict of interest may exist when a person has a direct personal, organizational or financial relationship to an organization, and if that person is in a position to influence, or appears to influence the actions of another organization for the benefit of themselves or an organization with which they have such a relationship.

Conflict of Interest Involving the Prospect of Private Gain. 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 relationships.

No employee of the Subrecipient may participate in the making of a contract in which he/she has a private pecuniary interest, direct or indirect. No employee will hold a job with the Subrecipient while any member of the employee's immediate family serves on the Board of Directors. No employee shall effectively recommend or decide to hire, promote, establish the salary of, or give preferential treatment in the supervision of any person who is a member of his/her immediate family.

The term "immediate family" in this section means spouse, child, parent, sibling, aunt/uncle, niece/nephew, step-parent, step-child, or any in-law relationship of the same.

w. Affirmative Action Plan (See Attachment)

For federal subrecipients and subsubrecipients, affirmative action must be taken by covered employers to recruit and advance qualified minorities, women, persons with disabilities, and covered veterans. Affirmative actions include training programs, outreach efforts, and other positive steps. These procedures should be incorporated into the company's written personnel policies.

Per CFR 41 part 60-2.1 (Executive Order 11246, as amended) all non-construction subrecipients and subsubrecipients are required to have an updated Affirmative Action Plan, if it meets any one of the following;

- (i) Has a contract of \$50,000 or more; or
- (ii) Has Government bills of lading which in any 12-month period, total or can reasonably be expected to total \$50,000 or more; or
- (iii) Serves as a depository of Government funds in any amount; or
- (iv) Is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes in any amount.

x. Drug Free Workplace Certification (See Attachment)

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

### 13. Notices

Notices to the Grantor provided for in this Agreement, shall be sufficient if sent by Certified or Registered Mail, postage prepaid addressed to Earl Buford, Chief Executive Officer, Employ Milwaukee, Inc., 2342, N. 27<sup>th</sup> Street, Milwaukee WI 53210, and notices to Service Provider shall be sufficient if sent by Certified or Registered Mail, postage prepaid, Rachel Zietlow, 1891 Metro Center Drive, Reston VA 20190 or to such other respective addresses as the parties may designate to each other in writing.

### 14. Attachments

- Attachment 1: Budget Narrative & Staff Wage Detail**
- Attachment 2: Scope of Work**
- Attachment 3: Negotiated Indirect Cost Rate Agreement (If applicable)**
- Attachment 3A: Pass Through Entity Contacts**
- Attachment 3B: Subrecipient Contacts**
- Attachment 3B Page 2: Highest Compensated Officers**
- Attachment 4: Reporting Requirements**
- Attachment 5: Fixed Price Sub Award Agreement**
- Attachment 6: Equal Employment Opportunity Certificate**
- Attachment 7: Labor Union Concurrence Request Form**
- Attachment 8: Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
- Attachment 9: Conflict of Interest Statement**

**Attachment 10: Certificate Regarding Lobbying**  
**Attachment 11: Affirmative Action Plan**  
**Attachment 12: Drug Free Workplace Certification**

## SUBRECIPIENT BUDGET NARRATIVE

<b>Organization Name:</b> MAXIMUS	<b>Contract Number:</b> M0014-WIOAOSOMAX-151-18-8110-57
<b>Fiscal Contact Person:</b> Randy Endsley	<b>Contract Period:</b> 7/1/17 - 6/30/18
<b>Mailing Address:</b> 4201 N. 27th Street Suite 400 Milwaukee, WI 5316	
<b>Fiscal Contact Phone:</b> (414) 203-8580	
<b>Fiscal Contact Fax:</b> (414) 442-1765	
<b>Fiscal Contact E-Mail:</b> <a href="mailto:RandyLEndsley@maximus.com">RandyLEndsley@maximus.com</a>	
Subrecipient is aware of the requirement that these funds may not be used to supplant other federal, state, or local funds (specifically TANF, WIA, FSET & Other Programs) and that funds received by the subrecipient through this grant will be used only for the purposes stated.	

COST CATEGORY	CALCULATION	DESCRIPTION	BUDGET
<b>Personnel</b>	Detail on Schedule A	Detail on Schedule A	\$ 28,792.02
<b>Fringe Benefits</b>	43.52% of Wages	Staff Fringe Benefits includes a pool rate for Fringe Benefits that MAXIMUS employees are offered, which includes but is not limited to, payroll taxes; paid days off; and, 401K with company match.	\$ 12,530.29
<b>Employer Outreach</b>	Direct Program Costs based on \$5,250 (Employer Outreach Technology)	Employer Outreach Technology(SnagPad, MaxAdvantage)	\$ -
<b>Audit</b>	Direct Program Costs based on \$2,250 (A-133 Audit Fees)	A-133 Audit Fees	\$ -
<b>Contractual Services</b>			\$ -
<b>Total Direct Charges</b>			<b>\$ 41,322.31</b>
<b>Indirect Cost</b>	10% of MTDC		\$ 4,132.23
<b>subtotal Costs</b>			<b>\$ 45,454.55</b>
<b>Profit</b>	10% of Total Costs		\$ 4,545.45
<b>TOTAL BUDGET</b>			<b>\$ 50,000.00</b>

50,000.00

**Organization Name:** Maximus Inc.  
**Contract Number:** M0014-WIOAOSOMAX-151-18-8110-57

Contract Number: M0014-WIOAOSOMAX-151-18-8110-57						
Staff Name		Job Title	Total Monthly Wage	Percentage Applied to Contract	Months Applied to Contract	Total Charged to Contract
Grape, Kathleen		One Stop Manager	\$ 5,555.26	35.00%	12	\$ 23,332
Carter, Delonte		OutReach Coordinator	\$ 2,574.76	17.67%	12	\$ 5,460
Dukes, Antoine		Job Developer	\$ 3,152.86	0.00%	12	-
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
			</			



**Statement of Work between  
Employ Milwaukee, Inc.  
and  
MAXIMUS Inc.**

**Funding Source:**            **Wisconsin Department of Workforce Development/WIOA Adult**

**Contract Number:**        **M0014-WIOAOSOMAX-151-18-8110-57**

**Contract Term:**            **07/01/2017 – 06/30/2018**

**Contract Amount:**        **\$50,000**

It is understood and agreed to by both parties, through this Statement of Work for the Employ Milwaukee, Inc. (EMI) and MAXIMUS, Inc. (MAXIMUS) implementing the funding Grant Agreement, that the project and activities performed under this Agreement shall be for the purposes, funded in the amounts, completed within the time-frames, and governed by any other specified terms and conditions as stipulated in the final executed contract. The MAXIMUS response to EMI's Request for Proposals for One-Stop Operator (OSO) Services, and any subsequent revisions are hereby incorporated into this contract by reference and serve as the basis for execution of this original agreement. It is understood by all parties that the amount of funding in this award does not conform to that which was listed in Maximus's original proposal due to final procurement determination by EMI. It is further understood that MAXIMUS and EMI may be required to amend this agreement in accordance with the Workforce Innovation and Opportunity Act (WIOA) requirements set forth by the U.S. Department of Labor or State of Wisconsin.

MAXIMUS agrees to serve as the Program Year 2017 Workforce Innovation and Opportunity Act (WIOA) One-Stop Operator (OSO) for Wisconsin's Workforce Development Area 2 (WDA 2) in accordance with the WIOA (Public Law 113-128; 29 U.S.C. Sec. 3101, et. seq.), its Final Rule (81 FR 56072), and all current and future applicable WIOA state and local policies and procedures.

Other items which become part of this grant include but are not limited to:

- Office of Management and Budgets (OMBs) final guidance on administrative Requirements, Cost Principles, and Audit Requirements, 2 Code of Federal Regulations Part 200, including the Department of Labor exceptions codified at 2 CFR Part 2900, which supersede the requirements from OMB Circulars A-21, A-87, A-110, and A-122; Circulars A-89, A-102, and A-133, 29 CFR Parts 95, 96, 97, and 99, and the guidance in Circular A-50 on Single Audit Act follow-up unless different provisions are required by statute or approved by OMB;
- 29 CFR Part § 38 Implementation of the nondiscrimination and Equal Opportunity provisions of the WIOA and other applicable civil rights laws;

- Policies and updates issued by the U.S. Department of Labor (DOL) in the form of Training and Employment Guidance Letters (TEGLs) and Training and Employment Notices (TENS);
- Policies and updates issued by the Wisconsin Department of Workforce Development (DWD) Division of Employment and Training, including Wisconsin Job Center System Guidance Final Draft, Issued February 19, 2016;
- The EMI WIOA Local Plan, local policies and applicable procedures.

EMI agrees to pay MAXIMUS allowable costs incurred in the performance of this program up to the awarded amount and not exceeding the awarded amount. All payments are contingent on the availability of federal funds.

Terms and conditions for the Agreement shall be as follows:

## **I. Purpose**

The establishment of the local Job Center System in Wisconsin's Workforce Development Area 2 (WDA 2) is authorized and governed by WIOA Section 121. Operation of the WDA job centers is a partnership between EMI and MAXIMUS. The purpose of WIOA is to better align the workforce system with education and economic development systems, policies and priorities, in an effort to create a collective response to economic and labor market challenges on the national, state, and local levels. EMI will provide on-going technical assistance to MAXIMUS for the purpose of achieving the program outcomes and responsibilities set forth in this Agreement.

## **II. Job Center Operation Requirements**

- A. MAXIMUS will ensure that all staff hired as a result of the Contract understand and conduct business on a day-to-day basis in accordance with WIOA rules and regulations, state policy and guidance, and EMI Policies and Procedures.
- B. MAXIMUS agrees to provide coordinating assistance of mandatory partner agencies that have staff co-located within the career centers in WDA 2. MAXIMUS will maintain close working relationships with all mandatory partners to increase their involvement in, utilization of, and provision of resources to Job Center customers. Required core partners include WIOA Adult, Dislocated Worker, and Youth Programs, Adult Education and Family Literacy, Wagner-Peyser Employment Services, and Vocational Rehabilitation.
- C. MAXIMUS will be responsible for tracking and collecting demographic information in accordance with Section 188 of the Workforce Innovation and Opportunity Act. The method for collecting this information for WDA 2 will be through the Automated System Support for Employment and Training (ASSET). All One-Stop Centers (Comprehensive, Affiliate, and Specialized) must be physically and programmatically accessible to individuals with disabilities, as described in section 188 of WIOA and its implementing regulations at 29 CFR part 38 [Final Rule published at 81 FR 87130 (Dec. 2, 2016)].
- D. MAXIMUS will take measures to ensure the delivery of excellent customer service in the Comprehensive WDA 2 Job Centers.

- E. MAXIMUS will coordinate with EMI to determine the method(s) that will be used to measure customer satisfaction. EMI may adopt one or more customer satisfaction measurement tool(s) as determined appropriate.
- F. In keeping with the intent and purposes of WIOA, MAXIMUS will seek innovative ways to serve customers with barriers to employment including ex-offenders, homeless individuals, veterans, persons with disabilities, etc., in the Job Centers. This may include recommendations and/or requests received by EMI or MAXIMUS from the Governor's Council on Workforce Investment (CWI), i.e. the state workforce development board, for the development and continuous improvement of the one-stop delivery system in local areas as identified in Section 101(d)(3), (5), (6), (7), (8) and (12) of the WIOA Public Law 113-128.

#### Resource Room Information and Hours Operation

- A. MAXIMUS will assist in maintaining the Resource Room at Job Centers (Comprehensive and Affiliate) ensuring that relevant and current information is available to customers. Resource room coverage and services shall be coordinated with other partner agency staff in accordance with an approved Memorandum of Understanding (MOU).
- B. MAXIMUS will assist in providing coverage in the Resource Rooms at Job Center Central (MAXIMUS) during all regular hours of operation. These hours have traditionally been Mondays, Tuesdays, Thursdays, and Fridays 8:00 a.m. – 5:00 p.m.; and Wednesdays 8:00 a.m. – 7:00 p.m. MAXIMUS may propose alternate hours of operation for consideration by EMI, but EMI reserves the right to establish the hours of operation.
- C. MAXIMUS shall ensure that the hours of operation are posted at WDA 2 Job Center Resource Rooms for customer convenience. MAXIMUS shall comply with the scheduled hours of operation and ensure the availability of adequate staff to provide services to clients.
- D. MAXIMUS may only change the hours of operation with the approval of EMI unless safety considerations or emergency conditions necessitate immediate closing. MAXIMUS shall post any short-term changes in the operating schedule at least forty-eight (48) hours prior to the change. Any request to permanently change the hours of operation shall be submitted in writing to the EMI Chief Program Officer for approval at least calendar fifteen (15) days prior to implementation of the change.

#### Orientations

- A. MAXIMUS will provide orientations as needed to customers seeking workforce services to ensure that these customers understand the full array of services available to them and program requirements. The orientations shall include a full introduction to Job Center programs and services. At a minimum, orientations will be held weekly at the comprehensive Job Center (Job Center Central). Additional orientations are to be provided in high unemployment areas and/or high poverty areas as determined by EMI in collaboration with MAXIMUS other workforce partners.
- B. MAXIMUS will support Job Service staff to ensure that WIOA Title I program staff attend scheduled Re-employment Sessions to provide a brief overview of WIOA Title I adult, dislocated worker and youth programs.



- C. MAXIMUS will review and update PowerPoint presentations and other related handouts and materials annually (or as needed) to ensure continued compliance with federal, state and/or local policy updates.
- D. Coordination of orientations with all Job Center partner agencies is expected to prevent duplicative orientations. MAXIMUS will be responsible for developing, in collaboration with partner agencies, written materials or documents to be used in the orientations. Employ Milwaukee will provide technical assistance and a final review of the materials to ensure consistent information in each of the Job Centers.
- E. MAXIMUS must submit all orientation, outreach, informational, marketing, and other Job Center materials to EMI for approval of the content and graphic design.
- F. Customer satisfaction and orientation effectiveness are to be gauged through participant surveys. Each site shall be responsible for providing these to MAXIMUS as the One Stop Operator. Surveys are to be forwarded to EMI for tracking upon workshop completion.
- G. MAXIMUS will develop an attendance tracking process on behalf of EMI and ensure that the data is received from all sites. . Data is to be reported quarterly.
- H. In addition to attendance, MAXIMUS will track conversion, which is defined as the number of individuals participating in the Job Center Orientation Sessions who enrolled in WIOA Data is to be reported quarterly.

#### Workshop

- A. MAXIMUS will coordinate and deliver workshops, in collaboration with job center partners, to inform and promote career pathways, financial literacy, employability, positive life skills, and resume and interviewing skills. Such workshops are to be held at the WDA 2 Comprehensive Job Center on a weekly schedule and at affiliate sites.
- B. MAXIMUS will collaborate with EMI and partners to provide workshops on topics that are most relevant to a particular area and produce a monthly calendar of events that will be promoted through various internal and external mediums such as Facebook and [www.jobcenterofwisconsin.com](http://www.jobcenterofwisconsin.com). MAXIMUS shall provide no less than two weeks' notice to EMI when making significant changes to the workshop calendar and offerings.
- C. MAXIMUS may propose to EMI other workshops that it considers relevant to assisting job seekers in finding and retaining a job. Any additional workshops shall be considered within the scope of the services contained in this agreement, and MAXIMUS shall not receive additional compensation unless justified in writing and approved in advance by EMI.
- D. MAXIMUS will ensure workshop attendance is recorded at the Job Centers and make available attendance records to other partners upon request. Data is to be reported quarterly.
- E. Customer satisfaction and workshop effectiveness are to be gauged through participant surveys. Surveys are to be forwarded to EMI for tracking upon workshop completion.

#### Outreach and Recruitment

- A. MAXIMUS will partner with EMI's Community Relations team and Coordination Council to inform individuals, groups and partners of the services available. MAXIMUS will conduct outreach and recruitment as directed by EMI to attract a sufficient number of individuals who are in need of the services provided and who meet the requirements to receive such services.
- B. MAXIMUS will collaborate with educational institutions to encourage recent graduates to register on [www.jobcenterofwisconsin.com](http://www.jobcenterofwisconsin.com).
- C. MAXIMUS must ensure that the outreach and recruitment is conducted within communities where potentially eligible career seekers reside and through on-going coordinated efforts with other community-based organizations. Note: All marketing activities, materials, and publications must be approved by EMI.
- D. MAXIMUS will track outreach activity as reported by workforce partners and provide a summary to EMI on a quarterly basis.

#### Universal Customers

- A. MAXIMUS will coordinate the delivery of basic career services to job seekers with job center partners and deliver career services as defined in this contract and the One-Stop Memorandum of Understanding MOU.
- B. MAXIMUS will partner with DWD Job Service staff to ensure that job seekers have received the instruction needed to use the tools present on [www.jobcenterofwisconsin.com](http://www.jobcenterofwisconsin.com) to conduct a competent job search. This includes the construction of suitable resumes, job searching, the use of automated recruiting agents, and the proper incorporation of keywords to ensure an effective job search campaign. Informal assessment of job readiness will be a key service as a part of ensuring qualified candidates are referred to employers.
- C. Management will ensure that all staff is trained on assessment tools, services available to job seekers, and effective case management.
- D. MAXIMUS will ensure there are sufficient resources (hard copy/online) available to career seekers to assist in gaining a solid understanding of career pathways in the in-demand industries for the EMI service area.
- E. MAXIMUS will work with the EMI and WIOA core partner Business Services Teams to ensure that there is a system in place to monitor and address the provision of quality referrals to employers. Quality job referrals are essential for EMI success in aiding local businesses to meet their talent needs and for WIOA Title I programs to meet placement goals.

#### Priority of Service

Veterans and eligible spouses ("covered persons") must be given priority over non-covered persons (those not veterans or eligible spouses) for the receipt of employment, training, and placement services as provided by WIOA. Priority means that veterans and eligible spouses are entitled to precedence over non-covered persons for services. This means that a veteran or an eligible spouse receives access to a service earlier in time than a non-covered person.

See EMI Veterans Priority of Service Policy for complete details.

### III. Scope of Services

As the One Stop Operator, MAXIMUS will coordinate the one stop service delivery throughout Milwaukee County. The comprehensive, affiliated, and specialized sites that MAXIMUS will provide oversight to include the following:

Job Center Central (Maximus)  
4201 N. 27th St., Suite 400  
Milwaukee, WI 53216  
Comprehensive Job Center

Milwaukee Southeast Job Center (UMOS)  
2701 S. Chase Avenue  
Milwaukee, WI 53207  
Affiliated Job Center

YWCA Southeast Wisconsin Job Center  
1915 N. Dr. Martin Luther King, Jr. Drive  
Milwaukee, WI 53212  
Affiliated Job Center

Title 1 Adult and Dislocated Worker Programs  
America Works  
816 W. National Ave.  
Milwaukee, WI 53204  
Affiliate Site

MAXIMUS will align all programs and services with Employ Milwaukee's Local Plan. MAXIMUS' approach to One Stop Operator management will be based on LEAN principles and will employ the Continuous Quality Improvement (CQI) Model.

Specifically, as a One Stop Operator, MAXIMUS is responsible for coordinating seamless services delivery among partner agencies in all One-Stop Centers – Comprehensive, Affiliate, and Specialized.

#### OSO Activities.

In its role as the One-Stop Operator, MAXIMUS will:

- A. Ensure access to one-stop partner programs and services, including access to and the delivery of services to individuals with limited English proficiency, disabilities, or other significant barriers.
- B. Comply with WIOA Section 188 relating Equal Opportunity and Civil Rights Compliance and assist EMI in ensuring access to Job Center programs and services are in compliance and universally accessible to customers of the Job Center system.
- C. Ensure each required one-stop partner has identified the career services that are relevant to their programs and making those services available through the comprehensive job center.
- D. Assist EMI in the development on the one-stop/job center memorandum of understanding (MOU) and in the One-Stop Certification process.

- E. Coordinate job center and outreach site activities with EMI, including publishing/marketing workforce system and events through the use of EMI approved media.
- F. Maintain agendas, minutes and action plans of WDA 2's Job Center Management Team, or other team as determined by EMI.
- G. Work with EMI and partners to establish a single point of entry (electronic and physical) for job seekers.
- H. Coordinate employer and job seeker customer satisfaction surveys, job fairs, hiring events and program and information workshops with partners and as a part of the Job Center Management Team.
- I. Coordinate system-wide staff training that will positively impact the delivery of services to job-seekers and employers. This will include the efficient use of ITA (individual Training Account) funds and training preferences for in-demand sectors and occupations as directed by EMI staff.
- J. Ensure the brand, "Proud Partner of the America Job Center Network," is appropriately displayed and incorporated in WDA 2.
- K. Disclose any potential conflicts of interest arising from MAXIMUS's relationships, as the OSO, with any training service providers or other providers, including but not limited to, career services providers.
- L. In coordinating services and serving as a one-stop operator, refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services.

#### OSO Prohibited Activities

In serving as the one-stop operator, MAXIMUS may not perform any of the following functions:

- A. Convene system stakeholders to assist in the development of the local plan;
- B. Prepare and submit local plans (as required under WIOA sec. 107);
- C. Be responsible for oversight of itself (EMI provides program oversight and monitoring);
- D. Manage or significantly participate in the competitive selection process for one-stop operators;
- E. Select or terminate one-stop operators, career service providers, and youth providers;
- F. Negotiate local performance accountability measures; or develop and submit budgets for activities of the Local WDB in the Local Area

Guidance on the implementation and provision of the operational requirements under WIOA pertaining to the One-Stop delivery system can be found in the Department of Labor Training and Guidance Letter (TEGL) No. 16-16, One-Stop Operations Guidance for the American Job Center Network, (January 18, 2017).

#### Integration of Business Services

To provide a seamless delivery of services, MAXIMUS, as the One-Stop Operator, will assist EMI by:

- Sharing employer relationships and job leads.
- Participating in staffing employer hiring events.
- Help track employer engagement activities happening at all sites.

EMI will provide technical assistance as needed. EMI also agrees to keep MAXIMUS informed of any policy or administrative changes to maintain the seamless operation of the one-stop delivery system.

EMI evaluates labor supply and demand to provide program and services with a goal of connecting people to employment for a lifetime. EMI's Industry Advisory Boards (IAB) are employer-driven and committed to providing labor demand expertise in regional growth sectors including manufacturing, construction, financial services, healthcare and hospitality. Labor supply is represented by the EMI's Coordinating Council, a formal network of community-based organizations that provide specialized services to address barriers to employment for residents. As the OSO for WDA 2, MAXIMUS will be a member of EMI's Coordinating Council.

Services to businesses should be robust and effective, meeting businesses' workforce needs across the business life cycle. Agencies must network and develop successful partnerships with Milwaukee County businesses and organizations.

The Wisconsin Department of Workforce Development (DWD) guidance; "WIOA Effectiveness in Serving Employers" (6/1/2017), defines six Service Categories (and two subcategories) of "Core Program Services" that may be counted toward the effectiveness in serving employers indicator:

1. Employer information and Support Services
2. Workforce Recruitment Assistance
3. Engaged in Strategic Planning/Economic Development
4. Accessing Untapped Labor Pools
5. Training Services
  - a. Incumbent Worker Training Services
6. Rapid Response/Business Downsizing Assistance
  - a. Planning Layoff Response

MAXIMUS will assist EMI in meeting the metrics of business engagement as defined by DWD. The metrics to be measured shall be:

- 1) Repeat Business Customers:** Percentage of employers who receive services during a program year AND received services within the previous three years.
- 2) Employer Penetration Rate:** Percentage of employers using services out of all the employers in the State [as defined by Bureau of Labor Statistics Quarterly Census of Employment and Wages (BLS QCEW)].

The specific percentages shall be made available upon receipt from DWD. Currently, EMI enters employer engagement in ETO. When available, this data will be entered into JCW Business per WIOA guidance. MAXIMUS shall assist EMI in the monitoring of business related data tracking through these systems as required.

Business Services are expected to meet with local organizations and businesses throughout the region to discuss the program and distribute literature. All written materials and communication

should include the Employ Milwaukee and American Job Center branding as required by the RFP.

As a Business Services partner, MAXIMUS is expected to:

- Work with EMI's Business Services staff to identify businesses, organizations, etc. and the entity with the strongest relationship with that business or organization. Business contacts, experience, etc. will be shared across organizations.
- Attend partner meetings to share business intelligence and engage in discussion and strategy to increase employment levels, marketing program services and promoting the EMI/American Job Center brand, including the registration of businesses on Job Center of Wisconsin.
- Partner with EMI's Business Services staff to help align One-Stop Services with businesses, organizations, etc., through the sharing of workforce survey data and other employer engagement activities in Milwaukee County and the region.
- Collaborate with DWD's Business Services Team, including OVS, DVR, etc.
- Coordinate with EMI's Chief Marketing Officer for local community and faith-based community organization engagement.
- Conduct job fairs/onsite hiring events for businesses which also serve as a referral for WIOA job-seekers.
- Assist EMI with their onsite recruitment/hiring events and pre-screening process by providing staff and other needed support to these activities.
- Participate in Collabor8 partner meetings when requested by EMI Business Services.

In accordance with WIOA Section 134(d)(1)(a), EMI and MAXIMUS recognize that business services may include the following:

- a) Certain career services must be made available to local employers, specifically labor exchange activities and labor market information.
- b) Customized business services may be provided to employers, employer associations, or other organizations:
  - Customized screening and referral of qualified participants in training services to employers;
  - Customized services to employers, employer associations;
  - Customized recruitment events and related services for employers including targeted job fairs;
  - Human resource consultation services, including but not limited to assistance with: writing/reviewing job descriptions and employee handbooks; developing performance evaluation and personnel policies; creating orientation sessions for new workers; honing job interview techniques for efficiency and compliance; analyzing employee turnover; creating job accommodations and using assistive technologies; or explaining labor and employment laws to help employers comply with discrimination, wage/hour, and safety/health regulations; customized labor market information for specific employers, sectors, industries or clusters; and other similar customized services.
- c) Local areas may also provide other business services and strategies that meet the workforce investment needs of area employers. Allowable activities, consistent with each partner's authorized activities, include, but are not limited to:

- Developing and implementing industry sector strategies (including strategies involving industry partnerships, regional skills alliances, industry skill panels, and sectoral skills partnerships);
  - Customized assistance or referral for assistance in the development of a registered apprenticeship program
  - Developing and delivering innovative workforce investment services and strategies for area employers, which may include career pathways, skills upgrading, skill standard development and certification for recognized postsecondary credential or other employer use, and other effective initiatives for meeting the workforce investment needs of area employers and workers; Assistance to area employers in managing reductions in force in coordination with rapid response activities and with strategies for the aversion of layoffs, which may include strategies such as early identification of firms at risk of layoffs, use of feasibility studies to assess the needs of and options for at-risk firms, and the delivery of employment and training activities to address risk factors; the marketing of business services to appropriate area employers, including small and mid-sized employers; and
  - Assisting employers with accessing local, State, and Federal tax credits.
- d) All business services and strategies shall be reflected in the local plan, described in § 679.560(b)(3)

MAXIMUS will coordinate with EMI to provide any or all such services to business based on the need as identified through a continuing evaluation of local LMI.

### III. ADMINISTRATIVE REQUIREMENTS.

#### A. File Maintenance

MAXIMUS will be responsible for maintaining its records related to this One Stop Operator contract in a manner consistent with federal, DWD, and EMI regulations and procedures. The records will be maintained in a neat and orderly fashion with all required entries and documents completed in a timely manner. The structure and content of the records shall be determined by EMI and may change from time to time at the discretion of EMI.

#### B. ASSET Reporting

MAXIMUS will be responsible for entering information into the DWD authorized data system called ASSET, Employ Milwaukee's Efforts To Outcomes (ETO), or any subsequent system. Entries will be made within three (3) days of the occurrence and consistent with DWD procedures.

#### C. Enrollee Information

N/A

#### D. Other Reports

EMI may require MAXIMUS to prepare other reports it deems necessary for the proper management of clients and accountability of funds. EMI will coordinate with MAXIMUS to design, develop and produce specific reports that ensure qualitative and quantitative data relative to WIOA performance and accountability is collected. MAXIMUS will make every effort to provide the information in a timely and accurate manner. If MAXIMUS is unable to meet the reporting requirement it shall notify EMI immediately.

#### IV. Performance and Outcomes

##### A. Program Enrollments

N/A

##### B. Service Participation

MAXIMUS will support Job Center partner programs towards their goals of service participation.

##### C. Annual Negotiated Performance Outcomes

MAXIMUS, as the OSO, will support the WDA's achievement of the negotiated local levels of performance. Performance outcomes will be adjusted annually based on negotiations between the U.S. Department of Labor, the Wisconsin Department of Workforce Development and EMI.

For each performance indicator, actual performance is compared to the planned performance level for each performance outcome. The degree by which actual performance exceeds or falls below the planned performance level, as expressed by a percent, is assessed for all performance measures. The WDA's ability to meet or exceed performance outcomes will be a factor in determining continuation and/or renewal of this contract.:

<b>WDA2 PY17 Performance Targets</b>	
<b>Common Measure</b>	<b>Performance Target</b>
Adult Q2 Unsubsidized Employment	65%
Adult Q4 Unsubsidized Employment	62%
Adult Median Earnings	\$4,000
Adult Credential Attainment Rate	60%
Dislocated Worker Q2 Unsubsidized Employment	70%
Dislocated Worker Q4 Unsubsidized Employment	70%
Dislocated Worker Median Earnings	\$6,100
Dislocated Worker Credential Attainment Rate	50%
Youth Q2 Employment/Education	60%



Youth Q4 Employment/Education	63%
Youth Credential Attainment Rate	60%

Per section WIOA Sec 122(h)(2) Collection and Dissemination of Information, EMI will evaluate and monitor service providers on Wisconsin's Statewide List of Eligible Training Programs and Providers to ensure that Training Services offered in the WDA meet performance requirements and address the needs of businesses and job seekers.

MAXIMUS, as the WDA 2 OSO, in collaboration with EMI, will collect performance information from providers of on-the-job training, customized training, incumbent worker training, internships, paid or unpaid work experience opportunities, and transitional employment, and use the information to determine whether the providers meet state or local required performance criteria.

MAXIMUS, as the OSO, in conjunction with EMI, will disseminate information identifying such providers that meet the criteria as eligible providers and the performance information, through the Job Center System (WIOA Section 122(h)). MAXIMUMUS shall also work closely with EMI staff to disseminate information to ensure training services are aligned with in-demand occupations.

#### D. Program Operation Goals/Continuous Improvement (CI)

During quarterly and annual monitoring, EMI will review records and other documentation to ensure MAXIMUS is complying with the service terms of this contract and promote an emphasis on continuous improvement in all operations. The CI Measures listed below reflect the quality assurance activities MAXIMUS is to conduct.

Continuous Improvement Measure	Plan
Customer Satisfaction Surveys	Encourage customers to complete surveys at least 2 times a year.
Job Center Orientations	Track attendance by location.
Orientation Conversion Rate	Track number enrollments divided number of orientation participants.

E. The MAXIMUS Quality Assurance (QA) process shall include, but is not limited to the following:

1. MAXIMUS staff shall collaborate with EMI staff to achieve contract deliverables;
2. MAXIMUS shall conduct quarterly\* quality assurance reviews of all WDA 2 Job Centers, including but not limited to:
  - A review, examination, and assessment of qualitative and quantitative system customer data;
  - A review, examination, and assessment of the quality and the quantity of the services provided;
3. A review, examination, and assessment of qualitative and quantitative system customer data;
4. A comparison of the previous EMI monitoring report to determine the extent to which the concerns have been addressed;
5. A review of supporting documentation maintained;
6. A review, examination, and assessment of the quality and the quantity of the services provided;
7. Monitoring and adherence to Equal Employment Opportunity (EEO) requirements; and

\*MAXIMUS may be requested by EMI to conduct elements of this review, or additional elements, on a more frequent basis.

F. Monthly Reporting

ASSET is the current web-based, state-managed database system that supports workforce systems in Wisconsin and facilitates required performance reporting to the US Department of Labor. ETO is the current web-based, EMI-managed database that supports workforce systems in Milwaukee County. Reports generated from ASSET and ETO will be utilized to monitor program performance and continuous improvement of Job Centers by EMI and the Wisconsin Department of Workforce Development.

G. Quarterly Reports

MAXIMUS will submit quarterly OSO reports to provide, at a minimum, information on the following: Job Center orientations, orientation conversion rate, outreach data, and customer satisfaction rates. EMI will provide the template that is to be used for these reports.

H. Corrective Actions to Achieve Outcomes

EMI will monitor the achievement of outcomes noted in this section of the agreement. If outcomes fall below the expected levels cited above, MAXIMUS will be required to submit a corrective action plan to EMI that will outline steps to be taken by MAXIMUS to remedy the outcome deficiency.

**V. Other Service Delivery Responsibilities**

A. Problem and Issue Resolution.

Problems or issues related to Job Center operations should routinely be handled by MAXIMUS management staff consistent with EMI policies and procedures. MAXIMUS management staff should anticipate, to the extent possible, service delivery problems or issues, and resolve the item immediately whenever possible. MAXIMUS management staff shall review Job Center operations problems or issues regularly with staff, and discuss and implement acceptable solutions to prevent recurrence of the problem or issue, and enable on-site program operations staff to act proactively to client service requests. The EMI Chief Program Officer will be available to provide guidance and assist in the resolution of any service delivery problem or issue.

B. Staff Hiring, Qualifications & Training.

1. MAXIMUS will hire and manage qualified and trained staff, in accordance with industry and/or educational standards.
2. Each funded position must have a specific, written job description which includes the minimum required qualifications and skills for the position, the overall job duties to be performed by the position and the responsibility and authority of the position.

3. When filling open staff and management-level positions, MAXIMUS will provide EMI with the opportunity to review candidate qualifications and to designate EMI staff to participate on interview panels. Note: while this provides an opportunity for EMI staff to be engaged in the hiring process, the authority to make hiring decisions is that of MAXIMUS.
4. MAXIMUS will require all staff to complete security awareness training within 30 days of the employment start date. All certificates signifying the completion of training shall be submitted to EMI's Associate Data Manager. Additionally, MAXIMUS will coordinate with the EMI's Data Manager to ensure that ongoing information security refresher training is provided to all employees no less than annually.
5. MAXIMUS staff will participate in Equal Opportunity/Non-discrimination training with 45 days of hire and will annually attend all refresher / retraining activities related to Equal Opportunity, Non-discrimination, Affirmative Action and Civil Rights Compliance.
6. MAXIMUS staff assigned to WDA 2 Job Centers shall be made known to EMI.
7. The staff assigned to MAXIMUS shall not be changed more than once per year unless mutually agreed, and not without fourteen (14) calendar days advance written notice. Selection of a replacement staff shall be acceptable to and mutually agreed by EMI. A temporary staff person shall be assigned to MAXIMUS whenever a position is expected to remain vacant for fourteen (14) calendar days or more.
8. Background checks are to be conducted on any staff member assigned to work with youth who under the age of 18.
9. EMI reserves the right to request the removal or reassignment of any staff person it determines unacceptable.

C. Manager Selection and Performance.

1. MAXIMUS agrees, at all times and at its own expense, to provide a fully qualified manager to manage Job Center operations through this agreement.
2. The MAXIMUS manager assigned to manage the WDA 2 Job Centers shall be made known to EMI. Selection of the manager is the responsibility of MAXIMUS; however, MAXIMUS shall review the qualifications of the manager with EMI. MAXIMUS is wholly responsible for the performance of the manager in compliance with EMI expectations. EMI reserves the right to request the removal or reassignment of any staff person it determines unacceptable.
3. The manager assigned to the WDA 2 Job Centers shall not be changed more than once per year unless mutually agreed, and not without fourteen (14) calendar days advance notice. Selection of a replacement manager shall be acceptable and mutually agreed to by EMI. A temporary manager shall be identified for any position that remains vacant for thirty (30) days or more.
4. MAXIMUS shall provide central office management staff, made known to EMI by name, who will routinely review and inspect operations, support the functions of the manager assigned to the Job Center(s), consult with EMI on service delivery activities, and act with full authority on behalf of MAXIMUS on any and all matters pertaining to the specifications of this agreement.

5. Personnel relations of employees on the MAXIMUS payroll shall be MAXIMUS's responsibility. MAXIMUS shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.

D. Customer Service.

MAXIMUS employees shall be polite and diplomatic in any and all interaction with clients utilizing workforce and job center services. MAXIMUS shall provide training on customer service techniques and standards as necessary. Failure to provide quality customer service may be grounds for discipline, removal or dismissal in accordance with the MAXIMUS's personnel policies.

E. Compliance with EMI Policies and Regulations.

MAXIMUS employees shall observe and comply with all regulations and policies of EMI. Through the assigned MAXIMUS Job Center manager, the EMI Chief Program Officer will provide clarification and/or guidance as needed on any EMI policy or procedure. Repeated or intentional failure to comply with EMI policies and procedures may be grounds for discipline, removal or dismissal in accordance with the MAXIMUS's personnel policies.

F. Customer Satisfaction.

EMI is committed to providing WIOA services to the complete and full satisfaction of all individual and business customers of WDA 2's Job Centers. Customer opinions about the services received shall be actively solicited by EMI, with the full cooperation and participation of MAXIMUS. The survey tool(s) used to solicit feedback shall be determined by EMI in consultation with MAXIMUS.

G. Excellence in Innovation.

Successful workforce development services must be continuously evolving in order to respond to the demand-driven needs of customers. EMI is responsible for determining the scope of services and delivery structure most appropriate to address the workforce needs in Wisconsin's WDA 2. Receptivity to new ideas and service initiatives must be encouraged and adopted by MAXIMUS staff. MAXIMUS staff will actively and enthusiastically implement new service methods, whether individual or business oriented, as sponsored by EMI.

H. Meetings Between EMI and MAXIMUS.

1. EMI personnel shall meet regularly with MAXIMUS Job Center manager and staff. The content of the meeting agenda will be developed by EMI with input from MAXIMUS. The proposed meetings, subject to final confirmation between EMI and MAXIMUS, will be as follows:
  - Coordination Meetings – Informal monthly meetings to identify and resolve issues related to service delivery, performance and specific operator issues/questions. These meetings will involve the EMI Chief Program Officer and the MAXIMUS Job Center manager.
  - Program Operations/One-Stop Operator Meetings – Quarterly meetings to communicate and discuss information related to service delivery and Job Center operations including new policies

and procedures. These meetings will involve appropriate EMI management and MAXIMUS program delivery staff.

- Business Service Team Meetings – Monthly meetings to communicate and discuss information related to delivery of business services including “fee-for-service” activities. These meetings will involve appropriate EMI management and Job Center(s) employer relations staff.
  - Special Meetings – Meetings called for a specific purpose to discuss new initiatives or standards. These meeting will involve personnel from both EMI and MAXIMUS as appropriate.
2. MAXIMUS will make every effort to have all appropriate staff in attendance for scheduled meetings. The MAXIMUS manager is responsible for the attitude and attentiveness of MAXIMUS staff during the meetings and shall ensure the productive participation of staff.
  3. This meeting schedule may be modified, by mutual agreement, for good and practical reasons. Modification of meeting times shall be communicated by e-mail stating the reason for the change and suggesting an alternate meeting date.

I. Compliance with EMI Policies and Procedures

MAXIMUS will do the following:

1. Select a qualified individual to serve as the local workforce development area’s primary point of contact to participate in and complete the training activities EMI requires;
2. Select a consistent representative for regular meetings with EMI and WDA 2 American Job Center System One-Stop Operator (OSO) staff. This individual is responsible for sharing information as appropriate;
3. Provide EMI with names of aforementioned contacts, and any changes to contacts; and
4. Follow all EMI Policies and Procedures, current and future.

J. Information Requests

MAXIMUS agrees to provide to EMI all information requested as it relates to this grant.

K. Special Requirements for Conferences and Conference Space

In compliance with DWD-DET Administrator’s Memo 13-04, MAXIMUS must obtain prior approval from the EMI Chief Program Officer before holding any conference (which includes meeting, retreat, seminar, symposium, training activity or similar event), or any activity related to holding a conference, including, but not limited to, obligating or expending EMI funds, signing contracts for space or services, announcing EMI’s involvement in any conference, and using the name of EMI officials or EMI’s name or logo. EMI retains the right to obtain information from MAXIMUS about any conference that is funded in whole or in part with EMI funds.

**Attachment 3A**  
Subrecipient Agreement

Subaward Number

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**Pass-through Entity Contacts**

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**Pass-through Entity**

Name: Paul Wechter  
Address: 2342 N. 27<sup>th</sup> Street  
City, State: Milwaukee, WI  
Zip Code: 53210

Telephone: 414.270.1767  
Fax: 414.225.2375  
Email: paul.wechter@employmilwaukee.org

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**Pass-through Entity's Administrative Contact**

Name: Peter Coffaro  
Address: 2342 N. 27<sup>th</sup> Street  
City, State: Milwaukee, WI  
Zip Code: 53210

Telephone: 414.270.1715  
Fax: 414.225.2375  
Email: peter.coffaro@employmilwaukee.org

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**Pass-through Entity's Program Manager**

Name: Ricardo Ybarra  
Address: 2338 N. 27<sup>th</sup> Street  
City, State: Milwaukee, WI  
Zip Code: 53210

Telephone: 414.385.6952  
Fax: 414.225.2375  
Email: ricardo.ybarra@employmilwaukee.org

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**Pass-through Entity's Financial Contact**

Name: Elizabeth Jankowski  
Address: 2342 N. 27<sup>th</sup> Street  
City, State: Milwaukee, WI  
Zip Code: 53210

Telephone: 414.270.1759  
Fax: 414.270.2375  
Email: elizabeth.jankowski@employmilwaukee.org

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**Pass-through Entity's Authorized Official**

Name: Earl Buford  
Address: 2342 N. 27<sup>th</sup> Street  
City, State: Milwaukee, WI  
Zip Code: 53210

Telephone: 414.270.1709  
Fax: 414.270.2375  
Email: earl.buford@employmilwaukee.org

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**Pass-through Entity's Principal Investigator**

Name:  
Address:

Telephone:  
Fax:

**Attachment 3B**  
**Milwaukee Area Workforce Investment Board**  
**Subrecipient Contacts**

Subrecipient Place of Performance			
Name: MAXIMUS Human Services, Inc.	Address: 1891 Metro Center Drive	City: Reston	State: VA
Zip Code +4: 20190-5287	EIN No: 45-0553376	Institution Type: public corporation	
Is Subrecipient currently registered in SAM?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is Subrecipient exempt from reporting compensation? (If No, please complete Attachment 3B page 2)		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
DUNS Number: 07-841-2621		Parent DUNS Number: 08-234-7477 (MAXIMUS, Inc.)	

**Subrecipient Program Director Contact**

Name: Rachel Zietlow

Telephone: 859.543.8548

Address: 1891 Metro Center Drive

Fax: 303.295.0244

City, State, Zip Code: Reston, VA 20190

Email: RachelZietlow@maximus.com

**Subrecipient Program Manager Contact**

Name Kathleen Crape

Telephone: 888-966-9466

Address 891 Metro Center Drive

Fax: 303.295.0244

City, State, Zip Code: Reston, VA 20190

Email: KathleenACrape@maximus.com

**Subrecipient Authorized Official Contact**

Name: Rachel Zietlow

Telephone: 859.543.8548

Address: 1891 Metro Center Drive

Fax: 303.295.0244

City, State, Zip Code: Reston, VA 20190

Email: RachelZietlow@maximus.com

**Subrecipient Principal Investigator**

Name: Randy Endsley

Telephone: 414.203.8580

Address: 1891 Metro Center Drive

Fax: 303.295.0244

City, State, Zip Code: Reston, VA 20190

Email: RandyLEndsley@maximus.com

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**Attachment 3B Page 2**  
**Subaward Agreement**  
**Highest Compensated Officers**

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Subaward Number

**Subrecipient**

Name:

PI:

PM:

**Highest Compensated Officers**

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and

\$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

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**Officer 1**

Name:

Compensation:

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**Officer 2**

Name:

Compensation:

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**Officer 3**

Name:

Compensation:

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**Officer 4**

Name:

Compensation:

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**Officer 5**

Name:

Compensation:



## Attachment 4

### Subaward Agreement Reporting Requirements

Pass-through Entity will check all that apply that the Subrecipient will agree to:

- ☒ A Final technical/progress report will be submitted to the Pass-through Entity's identified in Attachment 3 within 30 days after the end of the period of performance.
- ☒ Monthly technical/progress reports will be submitted to the Pass-through Entity's identified in Attachment 3, within 15 days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within thirty (30) days after the end of each project quarter to the Pass-through Entity's identified in Attachment 3.
- ☒ Technical/progress reports on the project as may be required by Pass-through Entity's Program Director in order that Pass-through Entity may be able to satisfy its reporting obligations to the Federal Awarding Agency.
- ☐ Annual technical /progress reports will be submitted within days prior to the end of each project period to the Pass-through Entity's identified in Attachment 3. Such report shall also include a detailed budget for the next budget period, updated Other Support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's identified in Attachment 3A within days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Awarding Agency specific forms to the PTE's identified in Attachment 3A within 60 days of the end of the period of performance so that it may be included with the PTE's final invention report to the Awarding Agency. A negative report is is not required.
- A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted within 45 days after the end of the project period to the Pass Through Entity's Program Manager identified in Attachment 3 (for Fixed Price subawards only.)

Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by PTE Federal Award

Other Special Reporting Requirements

As listed in the Scope of Work

**Attachment 5**  
Fixed Price Subaward Agreement

## Statement of Work

## Indirects

### Payment Schedule

## Statement of Work

Below ☐ or ☒ Attached 22 pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*.

Scope of Work listed as Attachment 2 - Inclusive of Project Description

### Indirect Information

Indirect Cost Rate (IDC) Applied \_\_\_\_\_% on ☐ TDC, or ☐ MTDC, or ☐ OTHER

### Payment Schedule

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE****(Attachment 6)**

Sub grantee certifies to the Milwaukee Area Workforce Investment Board (Grantor), as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

**Non-Discrimination**

Sub grantee certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, age, disability, political affiliation or belief, marital status, sexual orientation [as defined in Wis. Stats. §111.32(13m)], handicap, physical condition, developmental disability [as defined in Wis. Stat. §51.05(5)], or status as a special disabled veteran, Vietnam era veteran, or other protected veteran, offender status, arrest or conviction record (unless specifically exempted by grant regulations), and refusal to submit to sexual contact or sexual intercourse, and against beneficiaries, on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States. This includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. SUB GRANTEE will post in conspicuous places, available to its employees, notice to be provided by the Grantor setting forth the provisions of this non-discriminatory clause. A violation of this provision shall be sufficient cause to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the SUB GRANTEE for use in completing this contract.

**Non-Segregated Facilities**

Sub grantee certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

**SubSubrecipients**

Sub grantee certifies that it has obtained or will obtain certifications regarding non-discrimination and non-segregated facilities from proposed Subrecipients that are directly related to any contracts with the Grantor prior to the award of any subcontracts, and that it will retain such certifications in its files.

**Compliance**

Sub grantee certifies that it is not currently in receipt of any unresolved final findings of noncompliance with EEO regulation.

Executed this 21<sup>ST</sup> day of JULY 2017

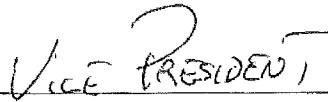
Agency Name: MAXIMUS HUMAN SERVICES, INC.

Address: 1891 METRO CENTER DR.

City / State / Zip: RESTON, VA 20190

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

\_\_\_\_\_  
(Title)

**LABOR UNION CONCURRENCE REQUEST FORM**      **(WIOA Grants Only)**  
**(Attachment 7)**

In accordance with the Workforce Investment Act Section 181 (b)(2)(B) an employer proposing WIA training or subsidized employment in occupations covered by a collective bargaining agreement must obtain written concurrence from the appropriate bargaining agent. Such concurrence shall apply to the elements of proposed activity which affect the bargaining agreement, such as wages and benefits.

☒ **INITIAL THIS BOX IF NOT APPLICABLE** (i.e., Initial if Sub grantee is not proposing WIA training or subsidized employment in occupations covered by a collective bargaining agreement.)

If no written response is received within thirty (30) days after written notification has been sent to the collective bargaining agent, the program may proceed, if selected.

**Directions to the Proposing Employer:**

1. Submit a copy of this form with Section A completed along with a copy of your proposal to each bargaining agent from whom concurrence is being sought.
2. Indicate in cases where a union represents multiple or different occupations the distinct occupational areas that your proposed program activity will involve.
3. If the proposed occupations or training areas are covered by more than one bargaining agent, submit one form for each appropriate bargaining agent.
4. Attach to your completed proposals submitted to the WIB, copies of all Labor Union Concurrence forms sent to bargaining agents from whom concurrence is being sought.

**Section A**

Proposing Employer:

Appropriate Bargaining Agent:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name of Union

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date of Notification

**Section B - To be completed by the Labor Union**

We have received and reviewed the proposal and concur that the proposed activities conform to our Collective Bargain Agreement.

\_\_\_\_\_  
Name of Proposing Employer (please print clearly)

We concur with the activities as they have been proposed.

---

Name of Bargaining Agent (please print clearly)

---

Name and Title of Authorized Representative (please print clearly)

---

Signature

Date

Mail to: Milwaukee Area Workforce Investment Board, Inc. 2338 N. 27<sup>th</sup> Street, Milwaukee, Wisconsin 53210

**Attachment 8**  
**CERTIFICATE 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 23 CFR part 98, Section 98.510, participant's 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 explanation to this proposal.

Charles K. Sweeney II Vice President – Contracts, MAXIMUS Human Services, Inc.

Name and Title of Authorized Representative (please print clearly)

*Charles K. Sweeney II*

Signature

April 12, 2017

Date

**INSTRUCTION TO COMPLETE THE ABOVE FORM.**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies, including suspension and/or debarment.
3. The prospective of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if any time the prospective recipient of Federal assistance funds learns that it is certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarment," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposed," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of Rules Implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspension, declared ineligibility, or voluntary excluded from participation in this covered transaction, unless authorized by DOL.
6. The prospective recipient of Federal assistance funds agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the list of parties excluded from procurement or non-procurement programs.
8. Nothing contained in the forgoing shall be constructed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and / or debarment.

## Attachment 9

CONFLICT OF INTEREST AND DISCLOSURE STATEMENT

Name: MAXIMUS Human Services, Inc.

Affiliation with the Milwaukee Area Workforce Investment Board (Grantor): (check one)

- ☐ Member  
☐ Employee  
☐ Grant Applicant  
☒ Sub grantee

Do you, or any member of your immediate family have any ownership interest in, investment in, employment with, contractual relationship with, fiduciary or professional relationship with any organization or entity which receives or may seek to receive funds from, or which does business or may seek to do business with the Grantor?

- ☐ a. Yes ☒ b. No

If yes, please explain, giving the name of every such organization and the nature of your association with it.

Questions 1 and 2 refer to the individuals of the grant applicant's and Sub grantee's board of directors, officers, employees, or any of their immediate family members.

1. Are you a member of the Grantor?

- ☐ a. Yes ☒ b. No

2. Do you have a business or employment relationship with any member of the Grantor Board or Staff?

- ☐ a. Yes ☒ b. No

If yes, please explain:

3. Does any member of the Grantor Board or Staff serve on your organization's Board of Directors?

- ☐ a. Yes ☒ b. No

If yes, please provide the name(s) of any such member(s):

Charles K. Sweeney II  
Signature

Charles K. Sweeney II Vice President – Contracts

April 12, 2017

Date



## Attachment 10

### CERTIFICATE REGARDING LOBBYING

#### Certification For Contracts, Grants, Loans And Cooperative Agreements

THIS CERTIFICATE AND THE FOLLOWING STANDARD FORM LLL-A ARE REQUIRED TO BE SUBMITTED BY THE SUB GRANTEE OR ANY OF ITS SUBSUBRECIPIENTS ONLY IF THE CONTRACT OR SUBCONTRACT EXCEEDS \$100,000.

☐ **CHECK THIS BOX ONLY IF CONTRACT IS \$100,000 OR LESS**, skip #1 and #2 below, and sign at bottom of this page.

**OTHERWISE** continue by checking #1 or #2 below, whichever is applicable, and then sign at the bottom of the page.

The undersigned certifies, to the best of his/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 or a member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

☒ **CHECK THIS BOX IF APPLICABLE, and sign below. DO NOT complete Standard Form LLL-A.**

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 or a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL-A "Disclosure of Lobbying Activities," in accordance with its instructions.

☐ **CHECK THIS BOX IF APPLICABLE, sign below, AND complete Standard Form LLL-A.**

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 Sub grantees, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.W. Code. Any person who fails to submit 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.

MAXIMUS Human Services, Inc.

Workforce Services - One Stop Operator, Adult & Dislocated Worker

Sub grantee Organization

Program Title

Charles K. Sweeney II, Vice President – Contracts

Name and Title of Authorized Representative (please print clearly)

Charles K. Sweeney II

April 12, 2017

Signature

Date

## Attachment 10

**STANDARD FORM LLL-A DISCLOSURE OF LOBBYING ACTIVITIES**

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan Guarantee <input type="checkbox"/> f. Loan Insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. Bid / Offer / Application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award	<b>3. Report Type:</b> <input type="checkbox"/> a. Initial Filing <input type="checkbox"/> b. Material Change: Year _____ Quarter _____ Date of Last Report: _____
<b>4. Name &amp; Address of Reporting Entity:</b> _____ _____ _____ <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier: _____ Congressional District, if known: _____		<b>5. If Reporting Entity in item 4 is Subawarded, enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, if known: _____
<b>6. Federal Department / Agency:</b> _____ _____ _____ _____	<b>7. Federal Program Name / Description:</b> _____ _____ _____ CFDA Number, if known: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10a. Name and Address of Lobbying Entity:</b> (If Individual: Last Name, First Name, MI) _____ _____ _____ _____	<b>10b. Individuals Performing Services: (If different from 10a)</b> _____ _____ _____ (Attach SF-LLL-A Continuation Sheet(s), if necessary)	
<b>11. Amount of Payment: (check all that apply)</b> \$ _____ <input type="checkbox"/> a. Actual <input type="checkbox"/> b. Planned	<b>12. Form of Payment: (check all that apply)</b> <input type="checkbox"/> A. Cash <input type="checkbox"/> B. In-kind: Specify Nature _____ Value _____	

## Attachment 10

<p>13. Type of Payment: (check all that apply)</p> <p><input type="checkbox"/> a. Retainer</p> <p><input type="checkbox"/> b. one-time Fee</p> <p><input type="checkbox"/> c. Commission</p> <p><input type="checkbox"/> d. Contingent Fee</p> <p><input type="checkbox"/> e. Deferred</p> <p><input type="checkbox"/> f. Other:</p> <p style="margin-left: 40px;">Specify _____</p>	<p>14. Brief Description of Services Performed or To Be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) Contracted for Payment.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(Attach SF-LLL-A Continuation Sheet(s), if necessary)</p>									
<p>15. Standard Form LLL-A Continuation Sheet(s) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>										
<p>Information required through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31 U.S.C. Section 1352 to be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>										
<p>16. _____</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center; border: none;">Signature</td> <td style="width: 50%; text-align: center; border: none;">Print Name</td> </tr> <tr> <td style="height: 40px; border: none;"></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;"></td> </tr> <tr> <td style="width: 33%; text-align: center; border: none;">Title</td> <td style="width: 33%; text-align: center; border: none;">Telephone</td> <td style="width: 34%; text-align: center; border: none;">Date</td> </tr> </table>		Signature	Print Name					Title	Telephone	Date
Signature	Print Name									
Title	Telephone	Date								

<p>Reporting Entry:</p>	<p>Page _____ of _____</p>
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Authorized for Local Reproduction of Standard Form LLL-A

**Billing Codes:**

3410-C; 6450-01-C; 6690-01-C;  
 8025-01-C; 7510-01-C; 3510-FE-C; 8120-01-C;  
 4710-24-C; 6116-01-C; 6151-01-C; 8230-01-C;  
 4810-25-C; 3801-01-C; 4000-01-C; 3820-01-C;  
 6560-50-C; 6820-61-C; 4310-RF-C; 5716-01-C;  
 4150-04-C; 7555-01-C; 7537-01-C; 7536-01-C;  
 4310RF-C; 5716-01-C; 6050-28-C; 4910-62-C.

## Attachment 10

**INSTRUCTIONS FOR COMPLETION OF**  
**SF-LLL-A DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity. Where subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published.

1. Identify the type of covered Federal action for which lobbying activity is and / or has been secured to influence the outcome of covered Federal action.
2. Identify the status of a covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawards include but are not limited to sub-contracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action identified in Item 1, if known, enter the full Catalog of Federal Domestic Assistance (CFDA) Number of grants, cooperative agreements, loans, and loan commitments.
8. Enter the Federal action number of the Federal program name or description for the covered Federal action as identified in item 1 (e.g. Request For Proposal (RFP) number, Invitation For Bid (IFB) number, grand announcement number, the contract grant or loan award number, or the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For the covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award / loan commitment for the prime entity identified in item 4 or 5.
- 10a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- 10b. Enter the full name, address, city, state, and zip code of the individuals performing services if different from 10a.
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity as identified in item 4 to the lobbying entity. Indicate whether the payment has been made (actual) or will be made (planned). If this is a material change report, enter the cumulative amount of payment made or plan to be made. Check all boxes that apply.
12. Enter the form of payment. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all boxes that apply.
13. Enter the type of payment. Check all boxes that apply. If other, specify name.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s), officer(s), employee(s), or member(s) of Congress that were contracted for payment as indicated in item 11.
15. Indicate whether or not a Standard Form LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project (03-48-0046), Washington D.C. 20503.

## Attachment 11

### AFFIRMATIVE ACTION PLAN

SUBGRANTEE/CONTRACTOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Ms. Elizabeth Jankowski, Contracts & Financial Compliance Manager, Employ Milwaukee, 2342 N 27<sup>th</sup> Street, Milwaukee, WI 53210 [Telephone No.: (414) 270-1759].

SUBGRANTEE/CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with the following: The Office of Federal Contract Compliance Programs.

If a current plan has been filed, indicate where filed and the year covered.

MAXIMUS has filed its corporate plan with OFFCS; it covered 2016-2017

SUBGRANTEE/CONTRACTOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

### **Employees**

SUBGRANTEE/CONTRACTOR certifies that it has (No. of Employees) 22 employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and (No. of Employees) 1,015 (MAXIMUS has 18,000 employees worldwide) employees in total.

<u>Charles K. Sweeney II</u>	<u>Charles K. Sweeney II</u>	
Signature	Print Name	
<u>Vice President – Contracts MAXIMUS Human Services, Inc.</u>	<u>303.285.7557</u>	<u>April 12, 2017</u>
Title	Telephone	Date

## Attachment 12

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The grantee certifies that it will 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 a 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 employees 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 of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 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; 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).

Charles K. Sweeney II Vice President – Contracts, MAXIMUS Human Services, Inc.

Typed Name and Title of Certification Official

*Charles K. Sweeney II*

Signature

April 12, 2017

Date

**Attachment V: Rapid Response Policy and Procedure**

	<b>Adult Services Business Services Administration – Fiscal Administration - Data</b>	<b>SOP #</b>	
		<b>Revision #</b>	
		<b>Implementation Date</b>	July 1, 2015
<b>Page Number</b>	1 of 4	<b>Last Reviewed/Update Date</b>	January 13, 2016
<b>SOP – MAWIB Rapid Response</b>		<b>Approval</b>	

## Rapid Response Standard Operating Procedure

*I. Purpose*

## Rapid Response Process

In accordance with the Wisconsin Department of Workforce Development (DWD) Rapid Response Redesign, the following process has been developed and shall be implemented subject to approval by the Department.

*II. Scope*

The MAWIB Rapid Response Process sets forth the process by which the MAWIB will:

- a) Build and Maintain a Local Rapid Response Framework by identifying by role and responsibility MAWIB, Department of Workforce Development Job Service (DWD JS) and AFL-CIO Labor Education & Training Center (LETC) partner staff designated to provide Rapid Response services.
- b) Manage Specific Layoff Events that are the result of notices of layoffs whether they be formal as in the case of Worker Adjustment and Retraining Notification (WARN) Act notification, or informal, as in the case of layoffs not subject to the stipulations set forth in the Act.
- c) Provide DWD with data specifically related to Quality Assurance in the delivery of Rapid Response services through predetermined reporting methodologies as required by DWD.

The process described herein shall be utilized and adhered to by all Rapid Response partners as specified by contractual requirement. Prior written approval must be granted by the MAWIB prior to any deviation from said process.

*III. Prerequisites*

All parties involved in Rapid Response activities must be identified by contractual or other specified agreement with the MAWIB prior to engaging in Rapid Response activities. Rapid Response Team Partners include:

- Milwaukee Area Workforce Investment Board, Inc.
- Wisconsin Department of Workforce Development – Job Service
- Wisconsin Department of Workforce Development – Unemployment Insurance Division
- AFL-CIO Labor Education & Training Center

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*IV. Responsibilities*

- MAWIB – Lead Agency in all Rapid Response Activities including Business Services for employer related activities as requested.
- LETC– Informational Sessions
  - Registration Sessions
  - Orientation/Intake Sessions
  - Workshop Modules
  - On-Site Transition Center staffing
- Wisconsin Department of Workforce Development Job Service – Informational Sessions
  - Job Center of Wisconsin Registration Assistance
- Wisconsin Department of Workforce Development – Unemployment Insurance Division – Informational Sessions

*V. Procedure***Build and Maintain Rapid Response Framework**

1. The MAWIB will work directly with DWD staff in all Operational and Fiscal matters related to Rapid Response.
2. As the lead agency, the MAWIB shall delegate responsibility for all Rapid Response activities.
3. As indicated in *Section IV-Responsibilities*, the MAWIB has identified the roles and responsibilities and DWD JS and LETC as described.
4. As needed, the MAWIB will designate other partner agency staff and resources to meet the needs of individual layoff events.
5. As an ongoing concern, the MAWIB communicates with DWD JS and LETC on each Rapid Response event to ensure full participation and maintain flexibility in delivery of Rapid Response services.
6. The MAWIB evaluates funding to guarantee appropriate levels of funding for maintaining Rapid Response infrastructure to respond to the needs within the WDA.

**Manage Specific Layoff Events**

1. The MAWIB and/or Wisconsin Department of Workforce Development (DWD) receives WARN or other notice of layoff or closure.



**Attachment V: Rapid Response Policy and Procedure**

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2. The MAWIB Director of Adult Services and Business Services staff designee, makes initial contact with affected company to:
  - a) confirm content of notice,
  - b) gather general facts and other pertinent information which may not have been included in the notice; including, but not limited to, Limited English Proficient workers and workers requiring accommodations, and
  - c) arrange an initial onsite visit/meeting with company officials and other relevant parties.
3. The MAWIB Director of Adult Services organizes and manages initial onsite visit with company officials, and union officials, when applicable, to:
  - a) communicate information on dislocated worker program and other resources,
  - b) determine layoff schedule and collect additional data,
  - c) determine potential TAA applicability, and
  - d) work with impacted parties to conduct onsite/offsite worker informational meetings and other enhanced services.
4. The MAWIB Director of Adult Services identifies and requests the participation of other Rapid Response Team partners at the initial meeting, depending on the size and scope of the dislocation.
5. The MAWIB Director of Adult Services, in collaboration with other Rapid Response Team members, sets the date(s) for worker informational meetings. Rapid Response Team develops worker meeting agenda, manages logistics, and identifies speakers/resources.

Generally, worker informational meetings will include:

- a) overview of Dislocated Worker program services (including TAA, if applicable),
  - b) overview of Job Center of Wisconsin services and resources (including availability of job search assistance, labor market information, career counseling, and specialized services for veterans and individuals with disabilities), and
  - c) overview of Unemployment Insurance Compensation eligibility, benefits, and procedures.
6. The Rapid Response Team provides guidance to impacted workers on how to access Job Center of Wisconsin and assists them in online registration. Rapid Response Team distributes and collects completed Department of Workforce Development Dislocated Worker surveys.
  7. The MAWIB Director of Adult Services analyzes and summarizes worker surveys and submits surveys to DWD Dislocated Worker staff.

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8. The MAWIB Director of Adult Services, in consultation with other Rapid Response Team partners, arranges any subsequent worker informational meetings. Additional topics of discussion will be determined through consultation with impacted parties based on interest and need in accordance with guidelines set forth by DWD.
9. MAWIB Director of Adult Services assigns Dislocated Worker program case manager(s) to the affected group for general services and potential program enrollment. Dependent on demand, specific workshops will be developed and delivered, and may include resume development, interviewing skills, computer literacy skills, and financial literacy.
10. Local Labor Market Information is utilized to determine a strategy for re-employment for impacted workers. With the assistance from the MAWIB Business Services designee, the Rapid Response Team organizes targeted recruitment events to quickly “match” dislocated workers to current job openings.
11. Rapid Response Team oversees provision of other Job Center partner services to workers, including career assessments, career counseling, and career fairs.
12. Dislocated Worker case management staff enrolls workers into the program, provides ongoing WIOA “career services” and, when applicable, assists with training opportunities as documented in detailed career plans.
13. MAWIB Dislocated Worker program staff coordinate delivery of approved training (as listed on the state ITA list) to program participants. When applicable, Dislocated Worker program staff coordinate with TAA staff to assure seamless service delivery.
14. Rapid Response partners attend monthly Dislocated Worker conference call to share Rapid Response activities with WDBs.
15. Key MAWIB personnel work with DWD staff to secure appropriate funding levels for specific Rapid Response activities through Rapid Response, Rapid Response Additional Assistance or, when applicable criteria is met, National Dislocated Worker Grants.

#### *VI. References*

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- i. DWD Rapid Response Process Map
- ii. DWD Rapid Response Matrix
- iii. WIOA Interim Guidance
- iv. WDA-2 Process Map
- v. <http://www.dol.gov/compliance/laws/comp-warn.htm>

## Attachment V: Rapid Response Policy and Procedure

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### VII. Definitions

- DWD – Wisconsin Department of Workforce Development
- DWD JS - Wisconsin Department of Workforce Development – Job Service
- DWD UI - Wisconsin Department of Workforce Development – Unemployment Insurance Division
- LETC – AFL-CIO Labor Education & Training Center
- Rapid Response – previously known as Special Response – formal process to address layoffs affecting 25 or more workers in a single event
- TAA – Trade Adjustment Assistance - a federal program of the United States government to act as a way to reduce the damaging impact of imports felt by certain sectors of the U.S. economy. The current structure features four components of **Trade Adjustment Assistance**: for Workers, Firms, Farmers, and Communities.
- WDB – Workforce Development Board - part of the Public Workforce System, a network of federal, state, and local offices that support economic expansion and develop the talent of the nation's workforce. Milwaukee County, serves as one of eleven WDBs across the state of Wisconsin.
- WARN - The Worker Adjustment and Retraining Notification Act (WARN) protects workers, their families, and communities by requiring most employers with 100 or more employees to provide notification 60 calendar days in advance of plant closings and mass layoffs.

Employee entitled to notice under WARN include managers and supervisors, as well as hourly and salaried workers. WARN requires that notice also be given to employees' representatives, the local chief elected official, and the state dislocated worker unit.

Advance notice gives workers and their families some transition time to adjust to the prospective loss of employment, to seek and obtain other jobs, and, if necessary, to enter skill training or retraining that will allow these workers to compete successfully in the job market.

Generally, WARN covers employers with 100 or more employees, not counting those who have worked less than six months in the last 12 months and those who work an average of less than 20 hours a week.

**Attachment V: Rapid Response Policy and Procedure**

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Employees entitled to advance notice under WARN include managers and supervisors as well as hourly and salaried workers.

Regular federal, state, and local government entities that provide public services are **not** covered by WARN.



## WIOA GRIEVANCE PROCEDURE

### I. General Information

#### A. Background

The Workforce Innovation and Opportunity Act (WIOA) requires grantees to establish and maintain complaint/grievance and appeal procedures that conform to WIOA and other applicable federal and state requirements. In accordance with those requirements, Employ Milwaukee has established a grievance procedure applicable to all EMPLOY MILWAUKEE staff, program applicants and participants, and program operators. These are the procedures to use to resolve complaints/grievances and appeals regarding alleged violations of DWD grants, its related regulations, applicable Wisconsin statutes, other applicable federal or state requirements, the provisions of this document or the terms of a DWD grant agreement. WIOA Sections 181(c) and 188 are the applicable statutory citations.

#### B. Acceptance of Complaints

Program operators are required to accept complaints from staff, applicants and participants of EMPLOY MILWAUKEE funded programs according to established grievance procedures. Complaints that should be directly filed with Employ Milwaukee include:

- EMPLOY MILWAUKEE staff complaints
- Issues between Employ Milwaukee and program operators
- Issues between two or more program operators
- Issues involving Employ Milwaukee's operations
- Complaints alleging discrimination (may be sent directly to the agencies listed below bypassing EMPLOY MILWAUKEE)

**Complaints that include alleged discrimination** may also be submitted to, or submitted directly to:

**David Durán**  
**Wisconsin Dept. of Workforce Development**  
**201 East Washington Avenue, Room G100**  
**P.O. Box 7972**  
**Madison, WI 53707-7972**  
**(608) 266-6889 (voice)**  
**(866) 275-1165 (TTY)**

OR

**Director – Civil Rights Center (CRC)**  
**ATTN: Office of External Enforcement**  
**U.S. Department of Labor**  
**Room N-4123**  
**200 Constitution Avenue NW**  
**Washington, D.C. 20210**

**Attachment W: Grievance Procedure**

Complaints that include alleged incidents of discrimination, which are submitted to one of the agencies named above, **may** also be cross-filed with the Equal Rights Division (ERD) of the Wisconsin Department of Workforce Development. Complaints that include alleged incidents of discrimination under the Wisconsin Fair Employment Statutes **must** be filed with the ERD:

**Equal Rights Division  
819 N Sixth Street – Room 255  
Milwaukee, WI 53203  
(414) 227-4384 (voice)  
(414) 227-4081 (TTY)**

**Complaints Alleging Incidents of Fraud and Abuse Violations of DET Funded Programs** shall be filed by completing an Incident Report form and submitting it to the DET according to the procedures on the back of the form. You may request a Wisconsin WIOA Fraud and Abuse Incident Report from the Complaint Officer. **If you fear reprisal or that your position may be compromised you may contact the Federal Office of Inspector General Hotline toll-free (800) 347-3756 or you may call DWD, David Durán, at (608) 266-6889 or (TTY) (866) 275-1165.**

**C. Limitations**

Except for allegations of fraud and abuse violations, complaints alleging noncriminal violations other than discrimination **must be filed within one year of occurrence**. Discrimination complaints **must be filed within 180 days of the alleged occurrence**. Complaints alleging a violation of The State of Wisconsin's Fair Employment Statute, 111.31-111.395, Stats., regarding discrimination **must be filed within 300 days after the alleged discrimination occurred**. Complaints filed after this time period will not be accepted.

**D. Amendments**

Written amendments that are related in law and in fact to the original complaint will be permitted up to the day of resolution. Written amendments concerning harassment due to the filing of the pending formal complaint may be included in the request for hearing. Amendments not related in law and in fact to the original complaint and amendments that substantially change the nature and scope of the complaint will be deemed new complaints.

**E. Joinder and Class Actions**

Each individual is entitled to a fair hearing. However, joinder and class actions will not be allowed, except in the rare circumstances where Employ Milwaukee Chief Executive Officer (CEO) determines that several complaints share the same operative fact situation and the same question of law, and that it would be in the interest of efficiency to grant a joint or class hearing. Failure of the CEO to join shall not be actionable grounds for complaint.

**F. Requirements**

All program operators shall:

1. Post their grievance procedure in a prominent place and ensure all program staff, applicants and participants are made aware of their rights regarding complaints, appeals, and hearings.
2. Retain on file a sample notice of the grievance procedure which may be modified to meet individual program operations.

**Attachment W: Grievance Procedure**

3. Have participants sign and date a notice of rights and benefits and retain a copy of that notice in the participant's file. As an alternative, a staff person may give the participant the notice of rights and benefits and sign and date the receipt on the participant's behalf.
4. Ensure that any employer of a WIOA participant has an established grievance procedure, and that WIOA participants are made aware of their rights regarding complaints with an employer.
5. Program operators shall retain all records pertaining to a complaint for a period of three years, or beyond three years if the complaint is not resolved or is under audit or investigation.

Employ Milwaukee shall:

1. Post their grievance procedure in a prominent place and ensure all staff are made aware of their rights regarding complaints, appeals, and hearings.
2. During new employee orientation provide employee with a copy of Employ Milwaukee's grievance procedure.

## **II. PROCEDURES FOR COMPLAINTS ALLEGING NONCRIMINAL VIOLATIONS OTHER THAN DISCRIMINATION**

### **A. Filing of a Complaint**

Steps one, two, and three, below, shall take place at the program operator level if the complaint is filed by that operator's staff, applicant, or participant, and must be addressed within 12 calendar days from the filing of a written complaint, as Employ Milwaukee is required to grant a hearing within 30 days of the filing of a complaint. In the event of a complaint being filed directly with Employ Milwaukee, step one begins at Employ Milwaukee. Accordingly, each program operator must designate a Complaint Officer who will be responsible for addressing complaints. Additionally, program participants must be provided a statement of Rights and Benefits that incorporates this procedure.

<b><u>Steps</u></b>	<b><u>Timetable</u></b>
1. File Written Complaint	Day one
2. Investigation	Through day 12
3. Informal Resolution	Through day 12
4. Request for Hearing	No later than day 15
5. Hearing	No later than day 30
6. Final Local Decision	No later than day 60

### **1. Submission of the Written Complaint**

- a. Every complaint must be filed in writing, and shall be sufficiently accurate and complete to be evaluated on its own merit.
- b. The following information should be included whenever a complaint is filed:
  - i. The full name, telephone number, and address of the complainant;
  - ii. The full name and address of the respondent against whom the complaint is being made;

**Attachment W: Grievance Procedure**

- iii. A clear and concise statement of the facts, including pertinent dates, stating the alleged violation;
  - iv. Provision of WIOA or other program regulations, if known, which the complainant believes was violated;
  - v. A statement disclosing whether the complaint has been cross-filed with any other jurisdiction and whether these other proceedings have been commenced or concluded, including dates, authorities, and other pertinent information; and
  - vi. A statement of the resolution which the complainant seeks.
- c. The respondent shall acknowledge receipt of a complaint in writing within 5 working days.

**2. Investigation**

- a. The Complaint Officer must investigate the complaint to determine both the complainant's and respondent's version of the facts and to determine which provision of the law, program regulations, or contract apply. If a complaint is filed by an EMPLOY MILWAUKEE staff person, the Executive Director is responsible for the investigation and informal resolution process.
- b. The Complaint Officer prepares a written report on his or her investigation giving both the complainant and respondent a copy.
- c. The complainant is notified, in writing, that the investigation has been completed.

**3. Informal Resolution**

- a. Complainants must be offered an opportunity to informally resolve their complaints.
- b. The Complaint Officer conducts a fact finding appointment, which is a meeting between the complainant, the respondent, and the Complaint Officer seeking to settle the complaint through informal channels. The informal resolution is strongly recommended, but is not required as a prerequisite to request a fair hearing from Employ Milwaukee.
- c. The complainant is notified, in writing, of the right to request a hearing from Employ Milwaukee within three days of the fact finding appointment if no settlement has been reached.
- d. If a settlement has been reached on any or all issues raised by the complainant, a Settlement Agreement will be executed. Employ Milwaukee has included with this grievance procedure a sample Settlement Agreement as Attachment I.

**4. Request for Hearing**

- a. If the complainant has exhausted the program operator's complaint process and is not satisfied, then the complainant has the right to request a hearing from Employ Milwaukee. This request must take place within three days of the fact finding appointment (no later than 15 days from the filing of the written complaint). The hearing request is to be addressed to:

**Paul Wechter, Employ Milwaukee**  
**2342 N. 27<sup>th</sup> Street**  
**Milwaukee, WI 53210**  
**(414) 270-1767; TRS Relay Number 711**

- b. The request for a hearing must include a copy of the complaint and the reasons the complainant is not satisfied with the informal resolution process.



**Attachment W: Grievance Procedure**

- c. Upon receipt of the complaint, Employ Milwaukee will investigate, prepare a report of facts, schedule a Grievance Committee hearing (no later than 30 days from filing date), and notify all parties.
- d. The Grievance Committee will review the staff's report, which identifies pertinent issues, and formulate appropriate questions for the hearing.

**5. Hearing**

- a. In attendance should be the complainant, his/her representative and witnesses; the respondent, his/her representatives and witnesses; and EMPLOY MILWAUKEE staff and the members of Employ Milwaukee Grievance Committee.
- b. The hearing is open to the public, and will be tape recorded by staff.
- c. The complainant will present his/her case and the respondent or representative responds accordingly.
- d. All evidence is presented in writing or through witnesses.

**6. Final Local Determination**

- a. The Grievance Committee examines the evidence, laws, regulations, and policies relevant to the case.
- b. Using a consensus-based approach, the Committee issues a written decision to the complainant and respondent within 30 days of the hearing and no later than 60 days from the date the complaint was filed.
- c. The parties are informed of their right to appeal to the State of Wisconsin, DWD/DET within the following time period:
  - (1) Ten calendar days after the complainant received the decision; or
  - (2) If the complainant did not receive a decision, the complainant must file the appeal within 15 calendar days after the decision was due.

**B. Responsibilities of Program Operator in the Processing of Complaints**

Each Program Operator must designate a Complaint Officer to be responsible for processing complaints. That person will be responsible for:

- 1. Adhering to Employ Milwaukee issued Grievance Procedure and the Workforce Programs Guide, Division of Workforce Solutions, Part 1, Administration of Workforce Programs Policy and Procedure Manual, Sec. III (S);
- 2. Accepting written complaints and processing them within prescribed timelines;
- 3. Investigation of the complaint;
- 4. Providing the complainant with required written notices and an opportunity for an informal resolution; and
- 5. Maintaining a case file that includes all correspondence related to the hearing.

**III. PROCEDURES FOR COMPLAINTS OF DISCRIMINATION****A. Filing Deadline**

**Attachment W: Grievance Procedure**

Complaints must be filed **within 180 days after the alleged discrimination occurred**. An extension may be granted for good cause by the Director of the Directorate of Civil Rights (DCR). Any extension is for the administrative convenience of the Directorate and does not create a defense for the respondent.

**B. Where to File a Complaint**

The complaint may be filed with either:

**David Duran**  
**Wisconsin Dept. of Workforce Development**  
**201 East Washington Avenue, Room G100**  
**P.O. Box 7972**  
**Madison, WI 53707-7972**  
**(608) 266-6889**  
**(608) 275-1165 (TTY)**

**OR**  
**Director - Civil Rights Center (CRC)**  
**ATTN: Office of External Enforcement**  
**Department of Labor**  
**Room N-4123**  
**200 Constitution Avenue NW**  
**Washington, DC 20210**

Any person who elects to file a complaint with DWD/DET (DET), shall allow DET 90 calendar days to process the complaint.

DET allows any party to a discrimination complaint to request Alternative Dispute Resolution (ADR) or mediation of their complaint. ADR allows disputes to be resolved in a less adversarial manner and is totally voluntary. The complainant may file a complaint with the Director/CRC within thirty (30) days, should ADR fail to provide a satisfactory resolution of the complaint. The Equal Rights Division of DWD will provide ADR or mediation for the parties requesting this method of resolving discrimination complaints.

If by the end of 90 calendar days DET has not completed processing the complaint, has failed to notify the complainant of the resolution or has offered a resolution not acceptable to the complainant, including ADR, the complainant may after the ninety (90) calendar days have passed, file a complaint with the Director/CRC by completing and submitting CRC's Complaint Information and Privacy Act Consent Forms. The complaint must be filed no later than thirty (30) calendar days after DET has issued a final decision or ninety days have passed. In any event the complaint must be filed with CRC no more than one hundred twenty (120) days after the complaint was initially filed.

A discrimination complaint may be cross-filed with the Equal Rights Division (ERD) of the Department of Workforce Development. If the discrimination is based on the Wisconsin Fair Employment Statutes, **it must be filed with the ERD within 300 days after the alleged discrimination took place.** It is important to note that the Wisconsin Fair Employment Statutes recognize protected classes in addition to those covered by federal Civil Rights Statutes, such as marital status, sexual orientation, source of income, etc. To file your complaint with the ERD, contact:

Equal Rights Division  
 819 N Sixth Street – Room 255  
 Milwaukee, WI 53203  
 (414) 227-4384 (voice)  
 (414) 227-4081 (TTY)

**C. Discrimination Based on State Fair Employment Statutes**

Complaints alleging a violation of Fair Employment, s. 111.31-111.395, Stats., regarding discrimination must be filed with the DILHR-ERD within 300 days after the alleged discrimination took place. Complaints filed with DOL-DCR may be cross filed with the state DILHR-ERD. Complaints filed with DILHR-ERD must be filed using ERD Discrimination Complaint Form .

#### IV. PROCEDURES FOR REPORTING FRAUD, PROGRAM ABUSE, AND CRIMINAL CONDUCT

[See also Sec. I (B) above.]

Detailed reporting procedures are provided in the Workforce Programs Guide, Division of Workforce Solutions, Part 1, Administration of Workforce Programs Policy and Procedure Manual, Sec. III (S) (5) and (6), and those procedures shall be used to report any incident of fraud, program abuse, or criminal conduct in the WIOA program, which is available upon request from the Complaint Officer.

The Department of Labor, in conjunction with the Office of Inspector General (OIG), has established a nationwide system to report any suspected or actual incident of fraud and/or program abuse. Under this system, the following procedures will apply.

1. Individuals who become aware of any allegation or complaint/grievance about possible fraud, misfeasance, nonfeasance, or malfeasance, misapplication of funds, gross mismanagement and employee or participant misconduct involving DET grant programs or operations should report that information as follows:

(a) Staff of WDAs or statewide grantees shall within one working day, file an Incident Report using the DET Grant Fraud and Abuse Incident Report form and submit it to DET according to procedures on the back of the form.

(b) Staff of program operators other than WDAs or statewide grantees or members of the public may report suspected incidents of fraud and abuse either to the local WDA Administrative Entity or to DET.

(c) It is not the intent of the DOL or DET to limit use of the Incident Report to elicit information only after an act or allegation has already been determined legally prosecutable. On the contrary, any act which raises questions concerning possible illegal expenditures or other unlawful activity should be reported immediately.

2. **Complainants who fear that their positions will be compromised** if they submit information through the WDA/DET reporting system may send an Incident Report directly to:

**Office of Inspector General  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Room S-5506  
Washington, D.C. 20210**

or **telephone OIG's hotline** that is maintained for public use by individuals who want to report a suspected wrongdoing. The toll free number is **(800) 347-3756**. The OIG is required to respond to hotline referrals within 30 days.

3. The identity of individuals who provide information will not be disclosed unless they consent or the OIG determines that disclosure is unavoidable during the course of an investigation. The DOL prohibits reprisal against any employee who discloses information about wrongdoing or makes a valid complaint/grievance. Wisconsin's "Whistle Blower Law" provides similar protection for most state employees (230.80-230.89, Stats. & 895.65, Stats.)



## **POLICY ON CUSTOMIZED SKILLS TRAINING**

**Effective July 1, 2017**

### **Background**

Customized training is designed to meet the special requirements and specific training needs of an employer or group of employers. Under the terms of a customized training contract, the employer agrees to pay for a significant cost of the training and to employ the participant upon successful completion of training. Customized training may be developed for an employer who is hiring new employees as well as those currently employed by the employer.

### **Policy**

#### **A. Selection of Participants for Customized Training**

At a minimum, an individual must receive at least one individualized career service, such as development of an individual employability plan with a case manager or individual counseling and career planning, before the individual may receive training services. An individual referred by an employer, including those who may already be employed by the employer, may be considered for customized training only after meeting eligibility requirements. In addition, the case file must contain a determination of need for training services as identified in the individual employment plan, comprehensive assessment, or through any other individualized career service received.

#### **B. Customized training can be offered to eligible incumbent workers under the following conditions:**

1. The employed individual is not earning a self-sufficient wage, or wages comparable to or higher than wages from previous employment as determined by Employ Milwaukee, Inc. (EMI).
2. It is designed to meet the special requirements of the employer(s), includes a commitment to employ an individual upon successful completion of the training, and the employer pays for a significant cost of the training as determined by EMI (see Section I. of this policy).
3. The training relates to the introduction of new technologies, new products or service procedures, upgrading to new jobs that require new skills, workplace literacy, or other purposes identified by EMI.

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#### C. Selection of Employers for Customized Training

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

EMI will ensure that customized training contracts are not written with employers who have failed to provide agreed upon employment to previous participants completing required training. EMI will take into consideration an employer's past history with any Customized and On-the-Job Training contracts, finances, layoffs, relocations, labor disputes, as well as the occupational and industry outlook, as a basis for assessing an employer's viability for customized training contracts.

Customized training contracts shall not be written to provide skills for temporary or intermittent employment.

#### D. Occupational Eligibility

Customized training is allowable for occupations which are consistent with the participant's capabilities, are in demand occupations which will lead to employment opportunities, as defined below, enabling the participant to become economically self-sufficient and which will contribute to the occupational development and upward mobility of the participant on a career pathway.

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

1. Full time permanent positions (minimum of 32 hours per week);
2. 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 compensation where the employer is normally required to provide such coverage to its employees.
3. The position provides the participant benefits per company policy that have a monetary value (i.e., insurance, paid leave, profit sharing) other than those required by law.

Occupations under which individuals may not participate in customized training include, but are not limited to the following:

1. Occupations depending on commission as the primary income source.
2. Professional occupations requiring licenses.
3. Occupations dependent on tips or gratuities as the primary income source.

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4. An occupation that is not sufficiently skilled to normally require a training period of at least six weeks.

#### E. Pre-Award Review

Prior to the development of a customized training contract, a pre-award review will be conducted to ensure that a business, or part of a business has not relocated from another location in the U.S., if the relocation results in any employee losing his or her job at the original location.

#### F. Customized Training Contract

The length of the training will be determined by an assessment of the job difficulty, the minimum participants' skills, education, previous work experience, as identified by the employer, job accommodations that may be required, and discussions with the employer. Information gathered is used to design a training outline that will become the work statement of the agreement and followed as a guide when delivering the training. The customized training agreement will identify the occupation(s), the skills and competencies to be learned, and the length of time the training will be provided. In addition, the agreement should identify the total cost of the training (including those costs associated with accommodations, e.g. new software for such things as speech recognition, modified workstations, and workplace supports such as job coaching), which costs are extraordinary for the employer and thus will qualify as in-kind, and what must be paid by the employer in cash.

The employer may contribute in-kind costs to replace their cash contribution if the in-kind costs are above and beyond what the employer normally spends on training and operations. These costs must be specifically related to the customized training. As indicated in the examples below, the value of any asset or material that is retained by the employer after the training may is not permitted as an in-kind cost.

Examples are:

1. Training rooms – If the employer had to rent a “special” room in which to specifically conduct the customized training versus one that is routinely available and requires no additional payment by the employer. That “special” room could count as in-kind costs because it is an extraordinary expense to the employer and is directly associated to the customized training.
2. Training materials – If these materials are developed specifically for the customized training and are not in the employer's possession for use after the training occurs, they may count as an in-kind contribution by the employer.
3. Training equipment – If additional equipment is purchased for the customized training, it cannot count as in-kind since the equipment would be a part of the employer's assets/inventory.

These in-kind contributions will be documented in the files just as cash contributions are for future audit purposes.

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Customized training contracts will specify:

1. Name and address of requesting organization, business, or agency
2. Contact official, title, and telephone number
3. Cost of the proposed training
  - Total cost of the training
  - Total WIOA funds requested
  - Total employer contribution (described in detail)
4. Description of proposed training
  - Need for training
  - Occupational demand for trained individuals
  - Type of training to be provided
  - Length of proposed training
  - Location of training site
  - Target group for training
  - Number of individuals to receive training
5. Training Plan
  - Objectives of the training
  - Specific skills to be learned
  - Method of instruction
  - Measurement of objectives and skill attainment of trainees
6. Qualifications of training staff
7. Employer involvement and commitment
  - Curriculum design meeting needs of employer
  - Commitment of the employer to employ participants who successfully complete the training
8. Budget
  - Provide a narrative explaining how the funds will be utilized
  - Provide an itemized budget
9. Special health or safety equipment or precautions required, if any
10. Special tools or uniforms required, if any, and whether or not the employer will supply them.



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Customized training contracts are to contain appropriate assurances and certifications including:

1. Compensation for the participant at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills. Such rates may not be less than the highest of the federal or State minimum wage.
2. Provision of benefits and working conditions at the same level and extent as other employees of similar longevity 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. The employer must also secure worker's compensation or other insurance coverage for work-related injury of trainees.
3. Maintenance, retention, and access to records by the WDB, State, and Department of Labor personnel to support the training activity and associated reimbursements, i.e., time and attendance records, payroll records, invoice and reimbursement documents, and other information necessary to respond to monitoring reviews or audits (documentation of extraordinary costs are not required).
4. Prohibition on the use or proposed use of WIOA funds as an inducement to a business or part of a business to relocate if the relocation results in any employee losing his/her job at the original location, if the original location is within the United States.
5. Prohibition on the use or proposed use of WIOA training funds on any business or part of a business that has relocated from any location in the U.S., until the company has operated at the new location for 120 days, if the relocation resulted in any employee losing his/her job at the previous location.
6. A customized training contract cannot infringe upon the promotion of or displacement of any currently employed worker or a reduction in their hours.
7. Prohibition that the same or a substantially equivalent position is open due to a hiring freeze.
8. All customized training positions must be additions to the employer's workforce that would otherwise not be financed by the employer without financial assistance under WIOA (maintenance of effort).
9. No participant shall be employed or job opening filled when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose training is subsidized under this Act.
10. Prohibition on customized training contracts if any person in the same or substantially equivalent position is on layoff, involved in a work stoppage or on strike.
11. No customized training contract shall impair: (a) existing contracts for services; or (b) existing collective bargaining agreements, unless the employer and labor organization concur in writing with respect to any elements of the proposed activities which affect such agreement.
12. Assurance that adequate supervision will be provided at all time while the trainee is participating in the customized training.
13. Health and safety standards under Federal and State law equally applicable to customized training participants.
14. The employer must comply with civil rights law and regulations, including non-discrimination.
15. Prohibition on use of funds to assist, promote, or deter union organizing.
16. Prohibition against political activity and lobbying.

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17. No officer, employee or other agent of the employer shall recommend hiring, decide hiring, establish salary/wage rate, or provide preferential supervisory treatment with respect to a trainee who is a member of the officer's, employee's or agent's immediate family.
18. Prohibition from being employed in the construction, operation or maintenance of any facility that is used for religious instruction or worship.
19. Prohibition on the use of funds for construction except for provision of reasonable accessibility and accommodation.
20. Modification conditions and requirements.
21. Contract termination conditions.

## G. Determining Length of Training

Customized training will be limited to the period of time required for the participants to become proficient in the occupation for which the training is being provided. The amount of training hours needs to take into account the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employability plan. The contracted training hours cannot include those types of training normally provided by the employer for new employees such as orientation to the job/business, safety procedures, etc. Training guides, such as provided in ONET, the SVP and others, can be used to help determine the length of training.

## H. Developing the Training Plan

The customized training contract will include a training plan. The training plan, including skills to be learned and the time necessary to learn each skill must be sufficiently specific to permit verification that training was provided in accordance with the contract. The following guidelines apply to the development of a training plan:

- Activities (the work statement) must be described clearly to show that the employer is obligated to conduct training.
- Skills to be learned (measurable) should be separately listed with training times estimated for each.
- Training times must be reasonable.
- Training times must be geared to both the complexity of the job and the abilities of the trainee.
- The training outline must identify the job title of the person(s) responsible for the training.
- The training outline must include measurement and evaluation procedures.
- The trainee, supervisor, and/or trainer should be knowledgeable about its contents.

## I. Employer Match Requirement

The employer is required to pay a significant portion of the cost of the training, as determined EMI (the local board). Factors used to determine "a significant portion of the cost of the training" may include, but is not limited to, the size of the employer, the number of participants in the training, wage and benefit levels of the employees (at the beginning and anticipated upon completion of the training), the

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relationship of the training to the competitiveness of a participant, and other employer-provided training and advancement opportunities.

When the training consists solely of incumbent workers, employers are required to pay the non-WIOA (non-federal) share of the cost of providing training to their incumbent workers. (WIOA Sections 134(d)(4)(C) and 134(d)(4)(D) and 20 CFR 680.820).

The employer non-WIOA (non-federal) share is based on the size of the workforce (wages paid to the participant while in training can be included as part of that share and the share can be provided as cash or in-kind that is fairly evaluated) as follows:

- At least 10 percent of the cost for employers with 50 or fewer employees
- At least 25 percent of the cost for employers with 51 to 100 employees
- At least 50 percent of the cost for employers with more than 100 employees

If the customized training consists of both incumbent workers and participants who are not incumbent workers, EMI will determine the appropriate employer cost applying the factors for each category proportionately.

When determining the funding source for customized training, EMI will use the appropriate program funds for the appropriate WIOA-eligible population. EMI may provide customized training to low-income and eligible employed adults with WIOA Adult funds, and may provide customized training to dislocated workers with WIOA Dislocated Worker funds. Customized training provided with statewide funds must serve WIOA eligible individuals.

#### **Payment to Contractor**

EMI will pay the contractor the balance of the training costs not covered by the employer's share.

#### **Monitoring**

EMI will monitor all customized training contracts in accordance with our monitoring policies and procedures to ensure that:

1. The training plan has measurable indicators of performance.
2. Evaluation of those indicators will occur to determine if skills identified in the training plan have been acquired.
3. Onsite visit(s) and other monitoring are conducted during the course of the training to determine compliance with WIOA requirements, progress toward completion of the training plan and to resolve issues for the employer and/or participants.

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## **Performance**

EMI will provide the State an annual narrative to:

- Identify what sector partnerships were involved in training activities as part of the Industry Sector Partnership Initiative as well as the employer size;
- Discuss whether the sliding scale was effective for increased employer participation, and if the training helped the employer maintain a competitive advantage; and
- What/how were the factors that contributed to the success of these programs.

## **Automated System Support for Employment and Training (ASSET) and Efforts to Outcomes (ETO) Reporting**

All participants will be appropriately recorded in ASSET and ETO.

In ASSET, the customized training service can be found in the Manage Services Menu. For adults and dislocated workers, the service is a Training Service.

In ETO, when the training record is entered, Customized should be selected. If the employer/provider is not listed in the drop down menu, a request should be made to the EMI data department to add it.

# WIOA POLICIES AND PROCEDURES

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## **Employ Milwaukee** **Incumbent Worker Training Policy**

**Effective July 1, 2017**

### **Purpose**

To establish local policy for providing services to incumbent workers under federal and state grants and the Workforce Innovation and Opportunity Act (WIOA) to identify the requirements for One Stop Operators and service providers to adhere to in providing such services to adults, dislocated workers, and youth.

### **Background**

The Incumbent Worker Training (IWT) program provides both employees and employers with the opportunity to build and maintain a quality workforce. The IWT program can be used to help avert potential layoffs of employees, or to increase the skill level of employees so they can be promoted within the company and create backfill opportunities for the company.

To qualify as an incumbent worker, the employee must [20 CFR §680.780]:

- Be directly employed by the company.
- Meet the Fair Labor Standards Act requirement for an employer-employee relationship, and
- Have an established employment history with the employer for 6 months or more unless the training is provided to a cohort of employees in which case a majority of those employees meet the employment history requirement.
- However, an incumbent worker does not have to meet the eligibility requirements for career and training services for adults and dislocated workers under WIOA, unless they also are enrolled as a participant in the WIOA adult or dislocated worker program.

Additionally, the incumbent worker must:

- Reside in Milwaukee County, under WIOA; or reside in Milwaukee, Waukesha, Ozaukee, Washington, Walworth, Racine, or Kenosha Counties, under the federal TechHire grant.
- Be at least 18 years of age.
- Work at least 32 hours per week.
- Earn an hourly wage above the state minimum wage.
- Agree to cooperate with the data collection requirements.

The training must satisfy the requirements of WIOA and other federal grant regulations and increase the competitiveness of the employee or business.

# WIOA POLICIES AND PROCEDURES

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# Attachment Y

## Policy

Employ Milwaukee supports the use of a maximum of 20 percent of the funds allocated under WIOA §133(b) [Adult Employment and Training Activities and Dislocated Worker Funds] to pay for the Federal share of the cost of providing training through a training program for incumbent workers based upon eligibility [WIOA §134 (d)(4)(A)(i)].

Agreements with businesses regarding worker training must be in writing and must ensure that all participants are provided a structured training opportunity by which to gain the knowledge and competencies necessary to retain employment and avoid lay-offs.

## **Employer Eligibility Criteria:**

The IWT Program does not limit the kinds of training that businesses may request. Training may include industry or business-specific skills, technical and computer skills, and/or “soft skills,” such as leadership and management training.

When determining the eligibility of an employer to receive IWT funding, Employ Milwaukee shall consider [WIOA §134(d)(4)(A)(ii)]:

- the characteristics of the employee participating in the training,
- the relationship of the training to the competitiveness of a participant and the employer;
- the number of employees participating in the training, the wage and benefit levels of those employees (at present and anticipated upon completion of the training), and the existence of other training and advancement opportunities provided by the employer

In addition, an eligible business for IWT must:

- Reside in Milwaukee County, under WIOA; or reside in Milwaukee, Waukesha, Ozaukee, Washington, Walworth, Racine, or Kenosha Counties, under the federal TechHire grant.
- Be in continuous operation for the 12 months immediately prior to the application submittal.
- Demonstrate training is linked to in-demand occupation(s).
- Demonstrate training will not only improve the skills of employees but also improve the business’s processes and competitiveness and/or avert a layoff.
- Demonstrate training will result in an industry recognized certificate or credential.
- Agree to cooperate with the data collection requirements.
- Training is for a group of businesses, although not required.
- Training is for a group of employees and not individual training at the business, although number of employees in the company will be taken into consideration.
- Training is provided by a registered training provider, although not required.

IWT program funds are limited, and are therefore awarded as funds are available. The maximum award amount is \$5,000 per participant per program year.\* The maximum duration for an IWT is 6 months s.

*\*Maximum award may be adjusted based upon funding availability each program year.*

The Governor or State board may also make recommendations to the local board for incumbent worker training that has a statewide impact [per WIOA §134(d)(4)(A)(iii)].

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The training activities for incumbent workers shall be carried out by Employ Milwaukee in conjunction with the employer, or groups of employers, of incumbent workers (which may include employers in partnership with other entities for the purposes of delivering training) for the purpose of assisting such workers in obtaining the skills necessary to retain employment or avert layoffs [per WIOA §134(d)(4)(B)].

## **Employer Share of Training Costs/Responsibilities:**

Employers participating in incumbent worker training are required to pay the non-WIOA (non-federal) share of the cost of providing training to their incumbent workers. [WIOA §134(d)(4)(C) and §134(d)(4)(D) and 20 CFR §680.820].

The employer share is based on the size of the employer's workforce (not on nationwide employer size). Wages paid to the participant while in training can be included as part of that share and the share can be provided as cash or in-kind that is fairly evaluated. The employer share is as follows:

- At least 10 percent of the cost for employers with 50 or fewer employees
- At least 25 percent of the cost for employers with 51 to 100 employees
- At least 50 percent of the cost for employers with more than 100 employees

Business(es) will keep accurate records of the project's implementation process and certify that all information provided, for the purpose of requesting reimbursements and reporting training activity, is accurate and true, including evidence that the business has paid the training expenses in accordance with the terms of the agreement prior to requesting reimbursement of allowable training costs.

All IWT grants are subject to WIOA and other federal grant reporting requirements and performance standards. The business must submit copies of all credentials, certificates of completion, or other documentation of the employee's participation within 30 days of the end of training to be considered eligible for reimbursement. Other criteria such as proof of wage increase or promotion is required, if applicable.

## **Restrictions:**

- Funds may not be used to directly or indirectly assist, promote, or deter union organizing [20 CFR §680.830].
- Funds may not be used to directly or indirectly aid in the filling of a job opening which is vacant because the former occupant is on strike, or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage [20 CFR §680.840].
- Funds provided under WIOA cannot be used to pay the wages of incumbent worker employees during their participant in an economic development activity provided through a statewide workforce development system [WIOA §181(b)(1)].
- When a relocation of a business results in the loss of employment of any employee of such business, no funds provided for employment training can be used for incumbent worker training until after 120 days has passed since the relocation that caused the loss of employment at an original business location in the United States [WIOA §181 (d)(1)].
- Businesses administering a current Wisconsin Fast Forward and/or Workforce Advancement Training (WATS) grants, or similar grants, are not eligible to receive IWT funds.
- Funds will not be used to cover training supplies, employer wages, books, etc.



# WIOA POLICIES AND PROCEDURES

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# Attachment Y

## Examples of Acceptable Trainings:

- Training to gain or maintain an industry recognized certificate/credential.
- Human Resource (HR) Certification (e.g., PHR, SPHR, GPHR, or SHRM). Please note that an HR training credential must be attained and a copy of the certification will be submitted within 30 days of completion.
- CD-10 training – training that teaches coding professionals how to become proficient in the ICD-10-CM and ICD-10-PCS coding or other similar systems.
- Training for improved process efficiency as identified by industry professionals.
- Training from a national, regional, or state trade association that offers an independently certified training curriculum and testing.
- Training provided in conjunction with the purchase of a new piece of equipment.
- Upgrade of computer skills (e.g., Microsoft Excel, Access).
- Seminars/workshops/webinars are eligible, however, they must have an assessment or “test” tied to it to be eligible for this program. Businesses must indicate in the application what assessment of skills is included for this type of training to justify it will improve economic competitiveness. Failure to include this may exclude the application from consideration.
- English Language Learning for managers or staff to enable them more effectively communicate with limited English employees.

## Examples of Unacceptable Trainings (this is not a definitive list):

- Required/regulatory training – training mandated by any other public agency or department is not eligible. These trainings may include, but are not limited to, EPA, Hazardous Waste, FDA, Workers Compensation, OSHA, etc.
- Training costs associated with professional fields in which continuous education is necessary to retain professional certification, such as Certified Public Accountants, degreed medical professionals, insurance providers, attorneys, etc.
- Training which would result in advanced degrees such as associate, bachelor, master, or doctorate.
- IWT already being reimbursed by another state or federal training program (e.g., Other Workforce Development Boards, National Emergency Grants, etc.).
- Training that leads to a professional license (e.g., doctors, lawyers, CPA accountants, etc.).
- Employee travel, food, or lodging costs related to program participation.
- Wages of trainees while being trained.
- Purchases of capital equipment or other durable (long lasting/reusable) training materials/equipment.
- Training in sectarian activities.

## Definitions

Incumbent worker – An individual who is employed, meets Fair Labor Standards Act requirements for an employer-employee relationship, and has an established history with the employer for 6 months or more. [20 CFR §680.780]

Incumbent worker training – Training designed to meet the special requirements of an employer (or group of employers) to retain a skilled workforce or avert the need to lay off employees by assisting workers in obtaining the skills necessary to retain employment. The training is conducted with a commitment by the employer to retain or avert the layoffs of the incumbent worker(s) trained. [20 CFR §680.790]



# WIOA POLICIES AND PROCEDURES

**2018**

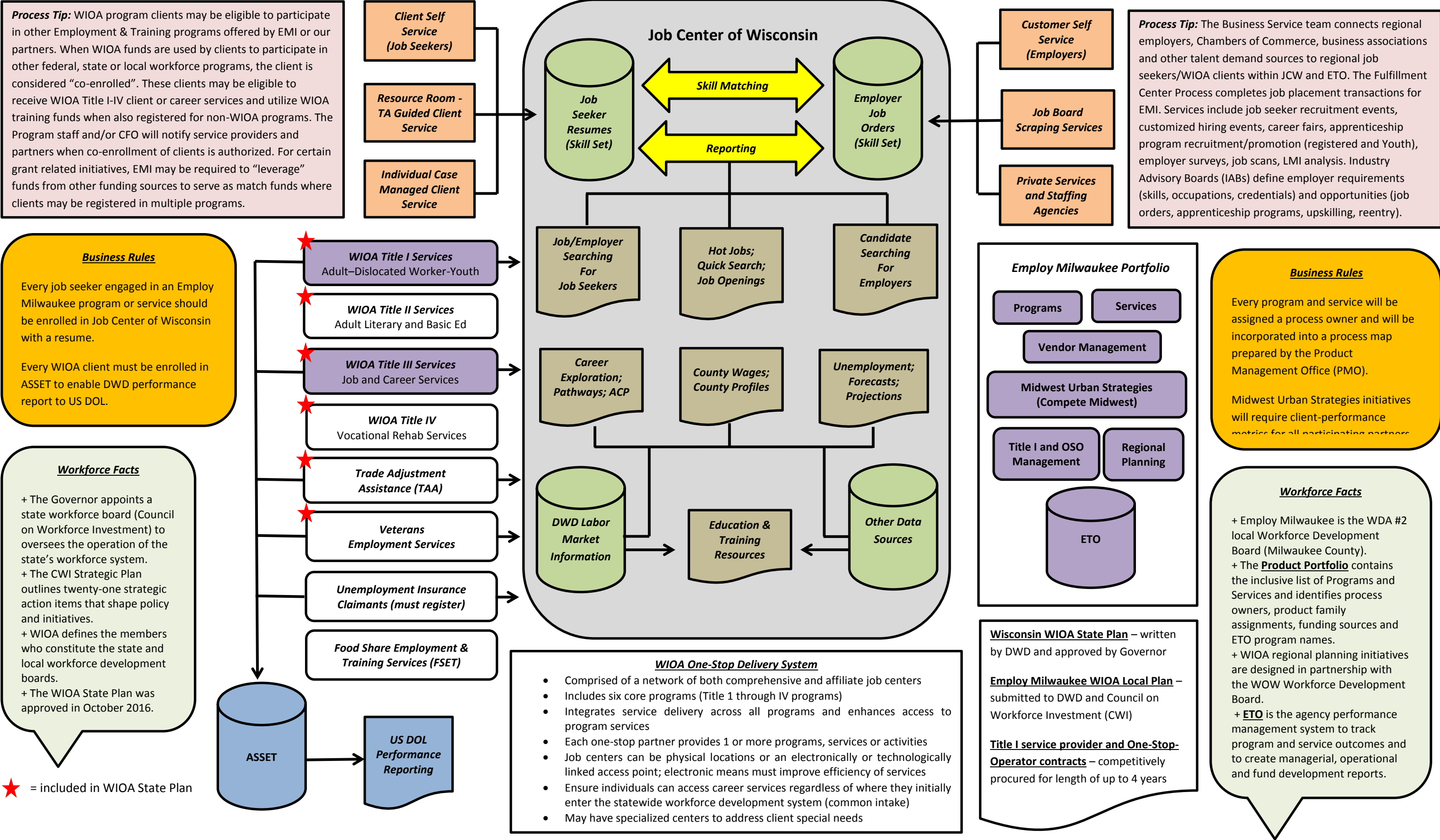
**Attachment Y**

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## In-Demand Industry Sector or Occupation – In general:

- An industry sector that has a substantial current or potential impact (including through jobs that lead to economic self-sufficiency and opportunities for advancement) on the State, regional, or local economy, as appropriate, and that contributes to the growth or stability of other supporting businesses, or the growth of other industry sectors; or
- An occupation that currently has or is projected to have a number of positions (including positions that lead to economic self-sufficiency and opportunities for advancement) in an industry sector so as to have a significant impact on the State, regional, or local economy, as appropriate.

Employ Milwaukee WIOA Implementation Concept Map – Title I and OSO services – Title III Job Service - Local WDB Programs and Services



★ = included in WIOA State Plan

WISCONSIN JOB CENTER SYSTEM GUIDANCE

- The publicly funded workforce system envisioned by WIOA is quality-focused, employer-driven, customer-centered, and tailored to meet the needs of regional economies. It is designed to increase access to, and opportunities for, the employment, education, training, and support services that individuals need to succeed in the labor market, particularly those with barriers to employment. It aligns workforce development, education, and economic development programs with regional economic development strategies to meet the needs of local and regional employers, and provide a comprehensive, accessible and high-quality workforce development system. This is accomplished by providing all customers access to high-quality one-stop centers that connect them with the full range of services available in their communities, whether they are looking to find jobs, build basic educational or occupational skills, earn a postsecondary certificate or degree, or obtain guidance on how to make career choices, or are businesses and employers seeking skilled workers.
- The one-stop delivery system includes six core programs (Title I adult, dislocated worker, and youth programs; Title II adult education and literacy programs; Title III Wagner-Peyser program; and Title IV vocational rehabilitation program), as well as other required and optional partners identified in WIOA. Under WIOA, one-stop centers and their partners:
  - ✓ provide job seekers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages;
  - ✓ provide access/opportunities to all job seekers, including individuals with barriers to employment, such as individuals with disabilities, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;
  - ✓ enable businesses and employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce;
  - ✓ participate in rigorous evaluations that support continuous improvement of one-stop centers by identifying which strategies work better for different populations; and
  - ✓ ensure that high-quality integrated data is available to policymakers, employers, and job seekers so they are able to make informed decisions.
- **Career services** consist of three types:
  - Basic career services
  - Individualized career services
  - Follow-up services – for up to 12 months after first day of employment

- **Individualized career services:**
  - ✓ Comprehensive and specialized assessments of skill levels and service needs of adults and dislocated workers
  - ✓ Development of an individual employment plan
  - ✓ Group counseling
  - ✓ Individual counseling
  - ✓ Career planning
  - ✓ Short-term pre-vocational services
  - ✓ Internships and work experiences that are linked to careers
  - ✓ Workforce preparation activities
  - ✓ Financial literacy services
  - ✓ Out-of-area job search assistance and relocation assistance
  - ✓ English language acquisition and integrated education and training programs

- **Basic career services:**
  - ✓ Eligibility determinations for I-B programs
  - ✓ Job Center outreach, intake (including profiling) and orientation
  - ✓ Initial assessment of skill levels, (including literacy, numeracy, and English language proficiency) aptitudes, abilities (including skills gaps), and supportive service needs
  - ✓ Labor exchange services
  - ✓ Referrals to and coordination with other programs and services
  - ✓ Provision of workforce and labor market employment statistics information
  - ✓ Provision of information on ETP performance and related program costs
  - ✓ Provision of information about local area achievement in performance measures and OSO performance
  - ✓ Information and referrals to supportive services or assistance
  - ✓ Provision of information and assistance regarding filing claims for UI
  - ✓ Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA

TRAINING SERVICES MAY INCLUDE: [Ref: WIOA 134(d)]

- occupational skills training, including training for nontraditional employment;
- on-the-job training;
- incumbent worker training;
- programs that combine workplace training with related instruction, which may include cooperative education programs;
- training programs operated by the private sector;
- skill upgrading and retraining;
- entrepreneurial training;
- transitional jobs;
- job readiness training provided in combination with services described in any of clauses (i) through (viii);
- adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with services described in any of clauses (i) through (vii); and
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

Business Services May Include [Ref: WIOA Section 134(d)(1)(A)]

- a) Certain career services must be made available to local employers, specifically labor exchange activities and labor market information.
- b) Customized business services may be provided to employers, employer associations, or other organizations;
  - Customized screening and referral of qualified participants in training services to employers
  - Customized services to employers, employer associations
  - Customized recruitment events and related services for employers including targeted job fairs;
  - Human resource consultation
  - services, including but not limited to
  - assistance with: Writing/reviewing job descriptions and employee handbooks; Developing performance evaluation and personnel policies; Creating orientation sessions for new workers; Honing job interview techniques for efficiency and compliance;) Analyzing employee turnover; Creating job accommodations and using assistive technologies; or Explaining labor and employment laws to help employers comply with discrimination, wage/hour, and safety/health regulations;
  - Customized labor market information for specific employers, sectors, industries or clusters; and
  - Other similar customized services.
- c) Local areas may also provide other business services and strategies that meet the workforce investment needs of area employers; Allowable activities, consistent with each partner’s authorized activities, include, but are not limited to:
  - Developing and implementing industry sector strategies (including strategies involving industry partnerships, regional skills alliances, industry skill panels, and sectoral skills partnerships)
  - Customized assistance or referral for assistance in the development of a registered apprenticeship program;
  - Developing and delivering innovative workforce investment services and strategies for area
  - employers, which may include career pathways, skills upgrading, skill standard development and certification for recognized postsecondary credential or other employer use, and other effective initiatives for meeting the workforce investment needs of area employers and workers;
  - Assistance to area employers in managing reductions in force in coordination with rapid response activities and with strategies for the aversion of layoffs, which may include strategies such as early identification of firms at risk of layoffs, use of feasibility studies to assess the needs of and options for at-risk firms, and the delivery of employment and training activities to address risk factors;
  - The marketing of business services to appropriate area employers, including small and mid-sized employers; and
  - Assisting employers with accessing local, State, and Federal tax credits.
- d) All business services and strategies must be reflected in the local plan, described in § 679.560(b)(3)



### **Employ Milwaukee's Performance Levels** **Program Year 17**

The below performance targets were proposed by the Wisconsin Department of Workforce Development and accepted by Employ Milwaukee on June 21, 2017. Upon final confirmation from DWD, these targets will be the WIOA Title I Performance Levels for PY17.

<b>WDA2 PY17 Performance Targets</b>	
<b>Common Measure</b>	<b>Performance Target</b>
Adult Q2 Unsubsidized Employment	65%
Adult Q4 Unsubsidized Employment	62%
Adult Q2 Median Earnings	\$4,000
Adult Credential Attainment Rate	60%
Dislocated Worker Q2 Unsubsidized Employment	70%
Dislocated Worker Q4 Unsubsidized Employment	70%
Dislocated Worker Q2 Median Earnings	\$6,100
Dislocated Worker Credential Attainment Rate	50%
Youth Q2 Employment/Education	60%
Youth Q4 Employment/Education	63%
Youth Credential Attainment Rate	60%