

# WISCONSIN JOB CENTER SYSTEM GUIDANCE

This document provides state policy and guidance on the job center system in Wisconsin. Requirements mandated by the Workforce Innovation and Opportunity Act (WIOA) of 2014 as well as state standards implemented by WIOA leadership are incorporated.

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## **ISSUANCE INFORMATION**

**PURPOSE:** To transmit guidance regarding Wisconsin's Job Center System

## **REFERENCES:**

- WIOA Section 121. Establishment of One-Stop Delivery Systems
- § 20 CFR 678
- Federal Vision for the One-Stop Delivery System under the Workforce Innovation and Opportunity Act of 2014 (Jointly Issued through DOL-ETA TEGL 04-15, DOE-OSERS TAC 15-01, and DOE-OCTAE PMO 15-03, DOL-ETA TEGL 15-16, DOL-ETA TEGL 16-16 and DOL-ETA TEGL 17-16 )
- DOL-ETA Unemployment Insurance Program Letter 20-15: Unemployment Insurance and the Workforce Innovation and Opportunity Act of 2014

**BACKGROUND:** In this Job Center System Guidance, Wisconsin confirms state adherence to requirements of the federal Workforce Innovation and Opportunity Act and sets state policy.

**UPDATES:** Components of this guidance are taken from the Final Regulations and has been updated to transmit that at this time.

## **VISION**

Wisconsin hereby adopts the federal vision for one-stop centers under WIOA, as articulated in joint guidance issued by the United States Departments of Labor and Education.

The publicly funded workforce system envisioned by WIOA is quality-focused, employer-driven, customer-centered, and tailored to meet the needs of regional economies. It is designed to increase access to, and opportunities for, the employment, education, training, and support services that individuals need to succeed in the labor market, particularly those with barriers to employment. It aligns workforce development, education, and economic development

programs with regional economic development strategies to meet the needs of local and regional employers, and provide a comprehensive, accessible and high-quality workforce development system. This is accomplished by providing all customers access to high-quality one-stop centers that connect them with the full range of services available in their communities, whether they are looking to find jobs, build basic educational or occupational skills, earn a postsecondary certificate or degree, or obtain guidance on how to make career choices, or are businesses and employers seeking skilled workers.

Under WIOA, partner programs and entities that are jointly responsible for workforce and economic development, educational, and other human resource programs collaborate to create a seamless, customer-focused one-stop delivery system that integrates service delivery across all programs and enhances access to the programs' services. The one-stop delivery system includes six core programs (Title I adult, dislocated worker, and youth programs; Title II adult education and literacy programs; Title III Wagner-Peyser program; and Title IV vocational rehabilitation program), as well as other required and optional partners identified in WIOA. Through the one-stop centers, these partner programs and their service providers ensure that businesses and job seekers — a shared client base across the multiple programs identified above — have access to information and services that lead to positive employment outcomes.

Under WIOA, one-stop centers and their partners:

- provide job seekers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages;
- provide access and opportunities to all job seekers, including individuals with barriers to employment, such as individuals with disabilities, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;
- enable businesses and employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce;
- participate in rigorous evaluations that support continuous improvement of one-stop centers by identifying which strategies work better for different populations; and

- ensure that high-quality integrated data is available to policymakers, employers, and job seekers so they are able to make informed decisions.

The management of the one-stop delivery system is the shared responsibility of States, local boards, elected officials, the core WIOA partners, other required partners, and one-stop center operators. The Department of Workforce Development encourage all of these entities to integrate the characteristics below into their work, including developing state, regional, and local strategic plans; establishing one-stop center certification criteria; examining the state, regional, and local footprint of one-stop centers; conducting competitions for selecting one-stop center operators; developing local Memoranda of Understandings (MOUs); updating other one-stop center policies and procedures; and operating and delivering services through the one-stop centers.

#### **ESTABLISHMENT OF A JOB CENTER SYSTEM**

Ref: WIOA Section 121(a); 121(e)

**(1) IN GENERAL** - There shall be established in each local WDA a Job Center System to—

- (A) Provide the career services (See TABLE A);
- (B) Provide access to training services as described in WIOA section 134(c)(3), including serving as the point of access to training services for participants in accordance with section 134(c)(3)(G) [Individual Training Accounts];
- (C) Provide access to the employment and training activities carried out under section 134(d) (See TABLE B), if any;
- (D) Provide Business Services consistent with WIOA Section 134(d)(1)(A)(See TABLE C)
- (E) Provide access to programs and activities carried out by Job Center partners; and
- (F) Provide access to labor market data, information, and analysis, as well as all job searches, placement, recruitment, and other labor exchange services authorized under the Wagner-Peyser Act.

**(2) WDB ROLE** - The Workforce Innovation and Opportunity Act (WIOA), requires that local Workforce Development Boards (WDBs):

- (1) Develop and enter into the memorandum of understanding (MOU) with Job Center partners;
- (2) Designate or certify one-stop operators (OSOs); and
- (3) Conduct oversight with respect to the Job Center System in the local area.

Fulfillment of the above requirements must be done consistent with an approved State plan and with the agreement of the chief elected official (CEO) for the local workforce development area (WDA).

## TABLE A: CAREER SERVICES

Career services consist of three types:

- 1) Basic career services
  - 2) Individualized career services
  - 3) Follow-up services – for up to 12 months after first day of employment
- 1) Basic career services
    - a) Eligibility determinations for I-B programs
    - b) Job Center outreach, intake (including profiling) and orientation
    - c) Initial assessment of skill levels, (including literacy, numeracy, and English language proficiency) aptitudes, abilities (including skills gaps), and supportive service needs
    - d) Labor exchange services
    - e) Referrals to and coordination with other programs and services
    - f) Provision of workforce and labor market employment statistics information
    - g) Provision of information on ETP performance and related program costs
    - h) Provision of information about local area achievement in performance measures and OSO performance
    - i) Information and referrals to supportive services or assistance
    - j) Provision of information and assistance regarding filing claims for UI
    - k) Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA
  - 2) Individualized career services
    - a) Comprehensive and specialized assessments of skill levels and service needs of adults and dislocated workers
    - b) Development of an individual employment plan
    - c) Group counseling
    - d) Individual counseling
    - e) Career planning
    - f) Short-term pre-vocational services
    - g) Internships and work experiences that are linked to careers
    - h) Workforce preparation activities
    - i) Financial literacy services
    - j) Out-of-area job search assistance and relocation assistance
    - k) English language acquisition and integrated education and training programs



## **TABLE B: EMPLOYMENT AND TRAINING ACTIVITIES**

TRAINING SERVICES MAY INCLUDE: [Ref: WIOA 134(d)]

- a) occupational skills training, including training for nontraditional employment;
- b) on-the-job training;
- c) incumbent worker training;
- d) programs that combine workplace training with related instruction, which may include cooperative education programs;
- e) training programs operated by the private sector;
- f) skill upgrading and retraining;
- g) entrepreneurial training;
- h) transitional jobs;
- i) job readiness training provided in combination with services described in any of clauses (i) through (viii);
- j) 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
- k) Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

## TABLE C: BUSINESS SERVICES

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)

**(3) ONE-STOP DELIVERY** —the Job Center System—

(A) at a minimum, shall make each of the programs, services, and activities described in paragraph (1) accessible at not less than 1 comprehensive center in each local area; and

(B) May also make programs, services, and activities described in paragraph (1) available—

(i) through a network of affiliated Job Center sites that can provide 1 or more of the programs, services, and activities to individuals; and

(ii) Through a network of eligible Job Center partners—

(I) in which each partner provides 1 or more of the programs, services, and activities to such individuals and is accessible at an affiliated site that consists of a physical location or an electronically or technologically linked access point; and

(II) that assures individuals that information on the availability of the career services will be available regardless of where the individuals initially enter the statewide workforce development system, including information made available through an access point described above;

(C) May have specialized centers to address special needs, such as the needs of dislocated workers, youth, or key industry sectors or clusters; and

(D) As applicable and practicable, shall make programs, services, and activities accessible to individuals through electronic means in a manner that improves efficiency, coordination, and quality in the delivery of Job Center partner services.

**(3) COLOCATION OF WAGNER-PEYSER SERVICES** —In order to improve service delivery, avoid duplication of services, and enhance coordination of services, including location of staff to ensure access to services in underserved areas, the employment service offices in each State shall be co-located with Job Center.

**(4) USE OF COMMON ONE-STOP DELIVERY SYSTEM IDENTIFIER**

(A) In addition to using the State or locally developed identifier, each Job Center System shall include in the identification of products, programs, activities, services, electronic resources, facilities, and related property and new materials, a common Job Center System Identifier. Such common identifier may consist of a logo, phrase, or other identifier that informs users of the one-stop delivery system that such products, programs, activities, services, facilities, property, or materials are being provided through such system.

(B) The proposed federal common identifier is "American Job Center." Should that proposed identifier remain unchanged upon issuance of final regulations in August of 2016, the Wisconsin common identifier shall be "**American Job Center of Wisconsin**"

(C) Further guidance on branding has been issued in the WIOA policy update 16-04 (TEGL 36-11) American Job Center Network Branding Guidance issuance of federal regulations.

(D) The Final Regulations require that each Job Center will have to include the state identifier on all products, programs, activities, services ,electronic resources, facilities, and related property and new materials used in the one-stop system by November 16, 2016. The American Job Center Network identifier is required to be on all products, programs, activities, services, electronic resources, facilities and related property and new materials used in the one-stop delivery system as of July 1, 2017. DOL-ETA released TEGL 16-16 on the One Stop operations guidance for the American Job Center Network. The purpose of this TEGL is to provide general guidance for the implementation of operational requirements under WIOA pertaining to the One-stop delivery system, branded nationally as the American Job Center Network.

**JOB CENTER PARTNERS**

Ref: WIOA Section 121(b), 121(f)

**(1) REQUIRED PARTNERS**

(A) ROLES AND RESPONSIBILITIES OF JOB CENTER PARTNERS.—each entity that carries out a program or activities described in subparagraph (B) in a local area shall—

- (i) Provide access through the Job Center System to such program or activities carried out by the entity, including making the career services that are applicable to the program or activities available at the Job Centers (in addition to any other appropriate locations);
- (ii) Use a portion of the funds available for the program and activities to maintain the Job Center System, including payment of the infrastructure costs of Job Center centers;
- (iii) Enter into a local memorandum of understanding with the local board, relating to the operation of the Job Center System;
- (iv) participate in the operation of the Job Center System consistent with the terms of the memorandum of understanding, the requirements of WIOA, and the requirements of the Federal laws authorizing the program or activities; and
- (v) Provide representation on the State board to the extent provided under section 101.

(B) PROGRAMS AND ACTIVITIES.—the programs and activities referred to in subparagraph (A) consist of—

- (i) Programs authorized under Title IB of WIOA;
- (ii) Wagner-Peyser programs;
- (iii) Adult education and literacy activities authorized under title II of WIOA;
- (iv) Vocational Rehabilitation Programs;
- (v) The Senior Community Service Employment Program;
- (vi) Career and Technical Education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006;
- (vii) Trade Adjustment Assistance Programs;

(viii) Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.

(ix) Job counseling, training, and placement services for veterans authorized under chapter 41 of title 38;

(x) Employment and training activities carried out under the Community Services Block Grant Act;

(xi) U.S. Department of Housing and Urban Development (HUD) employment and training programs;

(xii) Unemployment Compensation programs;

(xiii) Programs authorized under the Second Chance Act of 2007, Section 212 (reintegration of ex-offenders); and

(xiv) Programs authorized under the Social Security Act Title IV, Part A, subject to subparagraph (C) [Temporary Assistance to Needy Families - TANF].

**(C) DETERMINATION BY THE GOVERNOR.—**

(i) **IN GENERAL.**—WIOA allows that an entity that carries out a state's TANF program shall be included as a required Job Center partner for the local area unless the Governor provides the notification in writing to the Secretaries of Labor and Health and Human Services.

(ii) Governor Scott Walker has provided such notification to the Secretaries of Labor and Health and Human Services. As such, TANF is not a required partner for Wisconsin Job Centers.

**(2) ADDITIONAL PARTNERS**

(A) **IN GENERAL.**—With the approval of the local board and chief elected official, in addition to the required partners, other entities that carry out workforce development programs described in (B) may be Job Center partners for the local area and carry out the responsibilities described in paragraph (1)(A).

(B) **PROGRAMS.**—The programs referred to in subparagraph (A) may include—

- (i) The U.S. Social Security Administration (SSA) employment and training program (i.e. Ticket to Work programs);
- (ii) Employment and training programs carried out by the Small Business Administration;
- (iii) Programs authorized under section 6(d)(4) of the Food and Nutrition Act of 2008;
- (iv) Work programs authorized under section 6(o) of the Food and Nutrition Act of 2008;
- (v) The Vocational Rehabilitation Client Assistance Program;
- (vi) National and Community Service Act Programs; and
- (vii) Other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector.

***(3) APPLICATION TO CERTAIN VOCATIONAL REHABILITATION PROGRAMS***

Ref: WIOA Section 121(f)

(A) LIMITATION. — Nothing in this section shall be construed to apply to part C of title I of the Rehabilitation Act of 1973 (29 U.S.C. 741).

(B) CLIENT ASSISTANCE.—Nothing in this Act shall be construed to require that any entity carrying out a client assistance program authorized under section 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732)—

- (i) be included as a mandatory Job Center partner; or
- (ii) if the entity is included as an additional Job Center partner—
  - (I) violate the requirement of section 112(c)(1)(A) of that Act (29 U.S.C. 732(c)(1)(A)) that the entity be independent of any agency that provides treatment, services, or rehabilitation to individuals under that Act; or
  - (II) carry out any activity not authorized under section 112 of that Act (including appropriate Federal regulations).

**(4) PARTNER ENTITIES**

(A) The entity serving as one-stop partner for programs in local areas is defined as “the grant recipient, administrative entity, or organization responsible for administering the funds of the specified program in the local area.”

(i) Does not include the service providers that contract with, or are sub recipients of, the local administrative entity.

(ii) For programs that do not include the local administrative entities, the responsible State agency is the partner.

(B) If a program or activity listed as a required partner is not carried out in a local area, the requirements relating to a required Job Center partner are not applicable to such program or activity in that local Job Center System.

**MEMORANDUM OF UNDERSTANDING**

Ref: WIOA Section 121(c)

**(1) DEVELOPMENT** —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 Job Center partners), consistent with paragraph (2), concerning the operation of the Job Center System in the local area.

**(2) CONTENTS** —Each memorandum of understanding shall contain—

(A) Provisions describing—

(i) The services to be provided through the Job Center System consistent with the requirements of this guidance, including the manner in which the services will be coordinated and delivered through such system;

(ii) How the costs of such services and the operating costs of such system will be funded, including—

(I) Funding through cash and in-kind contributions (fairly evaluated), which contributions may include funding from philanthropic organizations or other private entities, or through other alternative



financing options, to provide a stable and equitable funding stream for ongoing Job Center System operations; and

(II) Funding of the infrastructure costs of Job Centers;

(iii) Methods of referral of individuals between the one-stop operator and the one-stop partners for appropriate services and activities;

(iv) Methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the Job Center System; and

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

(B) Such other provisions as the parties to the agreement determine to be appropriate.

**(3) EXECUTION AND MAINTENANCE**

(A) To be fully executed, the MOU must contain signatures of the Local Board, Job Center partners, Chief Elected Official, and time period in which the agreement is effective. The MOU must be updated not less than every three years to reflect changes in the signatory official of the Board, one-stop partners, CLEOs, or Job Center partners.

(B) Must be updated to reflect the final Job Center partner infrastructure cost contributions, should a Job Center partner's appeal to the State regarding infrastructure costs result in a change to the Job Center partner's infrastructure cost contributions.

(C) Separate MOUs between the local WDB and each partner are not required but are allowable.

(D) Local WDBs may negotiate financial agreements with each partner annually to update funding of services and operating costs of the system under the MOU.

(E) Negotiation requirements:

- (i) Local boards and partners must enter into good-faith negotiations. Local WDBs, CLEOs and partners may request assistance from the State.
- (ii) Local WDB must report to the State Board, Governor and relevant State agency when MOU negotiations with Job Center partners have reached an impasse.

## **ONE-STOP OPERATORS**

### **Ref: WIOA Section 121(d)**

**(1) LOCAL DESIGNATION AND CERTIFICATION** —Consistent with paragraphs (2) and (3), the local board, with the agreement of the chief elected official, is authorized to designate or certify one-stop operators (OSOs) and to terminate for cause the eligibility of such operators.

(A) WIOA makes the selection of the one-stop operator competitive, as clarified in §678, Part D.

- (i) The Local Board must select the one-stop operator through a competitive process at least once every four years. A State may choose to require, or a Local Board may choose to implement, a competitive selection process more than once every four years.
- (ii) All other non-Federal entities, including local areas, must use a competitive process based on the principles in the OMB Super Circular.
- (iii) Local areas must prepare written documentation explaining the determination concerning the nature of the competitive process to be followed in selecting an OSO.
- (iv) The competition for an OSO must clearly articulate the role of the OSO.

(B) Timeline for OSO Selection, as proposed by §678, Part D:

- (i) Local WDBs were notified of this requirement on May 1, 2015. The WIOA Local Plan Guidelines issued on September 11, 2015, require that WDBs describe how the WDB is preparing for the competitive process for OSO selection in the WIOA Local Plan, due March 31, 2016. The description must include how market research, requests for information, and conducting a cost and price analysis were conducted as part of that preparation.

- (ii) By June 30, 2016, every Local Board must demonstrate it is taking steps to prepare for competition of its one-stop operator. This demonstration may include, but is not limited to, market research, requests for information, and conducting a cost and price analysis.
- (iii) No later than June 30, 2017, OSOs selected under the competitive process described in this subpart must be in place and operating the Job Center.

Role of the OSO	Functions an OSO may not Perform
The OSO must coordinate the service delivery of required one-stop partners and service providers.	Convene system stakeholders to assist in the development of the local plan
The OSO may coordinate service providers within the Job Center and across the Job Center System.	Prepare and submit local plans
The OSO may be the primary provider of services within the center.	Be responsible for oversight of itself
The OSO may provide some of the services within the center.	Manage or significantly participate in the competitive selection process for OSO
Coordinating service delivery in a multi-center area	Select or terminate OSOs, career services, and youth providers
	Negotiate local performance accountability measures
	Develop and submit budget for activities of the local WDB in the local WDA

Any entity serving as a one-stop operator, that also serves a different role within the one-stop delivery system, may perform some or all of these functions when it is acting in its other role, if it has established sufficient firewalls and conflict of interest policies and procedures. The policies and procedures must conform to the specifications in 20 CFR 679.430 for demonstrating internal controls and preventing conflict of interest.

Any organization that has been selected to perform more than one of these functions must develop a written agreement with the Local WDB and CEO to clarify how the organization will carry out its responsibilities while demonstrating compliance with WIOA regulations and corresponding regulations, relevant Office of Management and Budget circulars and the State's conflict of interest policy.

**(2) ELIGIBILITY** —to be eligible to receive funds made available under this subtitle to operate a Job Center, an entity (which may be a consortium of entities)—

(A) Must be designated or certified as a one-stop operator through a competitive process; and

(B) Must be an entity (public, private, or nonprofit), or consortium of entities (including a consortium of entities that, at a minimum, includes 3 or more of the required Job Center partners), of demonstrated effectiveness, located in the local area, which may include—

(i) an institution of higher education;

(ii) an employment service State agency established under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), on behalf of the local office of the agency;

(iii) a community-based organization, nonprofit organization, or intermediary;

(iv) a private for-profit entity;

(v) a government agency; and

(vi) another interested organization or entity, which may include a local chamber of commerce or other business organization, or a labor organization;

(vii) Indian Tribes, tribal organizations, Alaska Native entities, Indian-controlled organizations serving Indians, or Native Hawaiian organizations (collectively referred to herein as "Indian Tribes").

(viii) local WDBs, if approved by the Chief Elected Official (CEO) and the Governor as required in WIOA sec. 107(g)(2). (TEGL 15-16)

**(3) EXCEPTION** —Elementary schools and secondary schools are not eligible for designation or certification as one-stop operators, except that nontraditional public secondary schools and area career and technical education schools may be eligible for such designation or certification.

**(4) ADDITIONAL REQUIREMENTS** —The State and local boards shall ensure that in carrying out activities under WIOA, one-stop operators—

- (A) disclose any potential conflicts of interest arising from the relationships of the operators with particular training service providers or other service providers;
- (B) do not establish 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; and
- (C) comply with Federal regulations, and procurement policies, relating to the calculation and use of profits.

**(5) COMPETITIVE SELECTION PROCESS**

- (A) Local areas and other entities must first determine the nature of the process to be used to comply with the competitive OSO selection. Acceptable processes, as noted in the federal regulations, are:
  - (i) Procurement by sealed bids;
  - (ii) Procurement by competitive proposals; or
  - (iii) Procurement by sole source, permitted only if:
    - (I) Analysis of market conditions and other factors lead to a determination that it is necessary to use sole-source procurement because:
      - (aa) There is only one entity that could serve as an operator; or
      - (bb) Unusual and compelling urgency will not permit a delay resulting from competitive solicitation; or

(II) Results of the competition conducted under paragraphs were determined to be inadequate.

(B) Governors may not approve a written request for sole source selection of a Local Board unless it complies with Process (iii) above.

(C) The OSO may operate one or more Job Centers. There may be more than one one-stop operator in a local area.

#### ***(6) OSOs AS SERVICE PROVIDERS***

(A) An OSO can be a service provider, but there must be appropriate firewalls in place in regards to the competition, and subsequent oversight, monitoring, and evaluation of performance of the service provider.

(B) The OSO cannot develop, manage or conduct the competition of a service provider in which it intends to compete.

(C) There must also be firewalls and internal controls within the operator-service provider entity, as well as specific written policies and procedures at the Local Board level regarding oversight, monitoring, and evaluation of performance of the service provider.

#### **CERTIFICATION AND CONTINUOUS IMPROVEMENT OF ONE-STOP CENTERS**

Ref: WIOA Section 121(c)

***(1) IN GENERAL*** - The State board, in consultation with chief elected officials and local boards, is required to establish objective criteria and procedures to use when certifying American Job Centers. The State WDB, in consultation with chief elected officials and Local WDBs, must review and update the criteria every two years as part of the review and modification of State Plans pursuant to § 676.135 of this chapter. The Department of Workforce Development expects that all local area core program partners will complete the certification process using the State developed criteria and procedures by the end of the Program Year 2016 (June 30, 2017.) The criteria must be consistent with the Governor's and State WDB's guidelines, guidance, and policies on infrastructure funding decisions, described in § 678.705.

**(2) CRITERIA** — The criteria must evaluate the one-stop centers and one-stop delivery system for effectiveness, including customer satisfaction, physical and programmatic accessibility, and continuous improvement. The criteria and procedures must include standards relating to service coordination achieved by the Job Center System with respect to the programs administered by the Job Center partners at the Job Centers.

Such criteria and procedures shall—

(A) be developed in a manner that is consistent with the guidelines, guidance, and policies provided by the Governor and by the State board, in consultation with the chief elected officials and local boards; and

(B) include such factors relating to the effectiveness, accessibility, and improvement of the Job Center System as the State board determines to be appropriate, including at a minimum how well the Job Center—

(i) supports the achievement of the negotiated local levels of performance for the indicators of performance described in section 116(b)(2) for the local area;

(ii) integrates available services; and

(iii) meets the workforce development and employment needs of local employers and participants.

**(3) LOCAL CRITERIA** — Consistent with the criteria developed under paragraph (1) by the State, a local board in the State may develop additional criteria relating to service coordination achieved by the Job Center system, for purposes of assessments described in paragraph (1), in order to respond to labor market, economic, and demographic, conditions and trends in the local area.

**(4) EFFECT OF CERTIFICATION** — Job Centers certified through the state's policy shall be eligible to receive the infrastructure funding described in WIOA Section 121(h).

**(5) REVIEW AND UPDATE** —The criteria and procedures established will be reviewed and updated by the State board or the local board, as the case may be, as part of the biennial process for review and modification of State and local plans described in sections 102(c)(2) and 108(a).

Additional Wisconsin Guidance: See Appendix 1 for Wisconsin State Job Center Certification Policy

## **APPENDIX 1: WISCONSIN JOB CENTER CERTIFICATION POLICY**

### **BACKGROUND:**

Certification of Job Centers is required for Job Centers to receive infrastructure funding described in WIOA Section 121(h).

### **WISCONSIN CERTIFICATION CRITERIA:**

Meet or exceed the standards established for each area



Focus Area	Criteria To Be Used	Standards To Meet
<p><b>Integration of available services</b></p>	<ul style="list-style-type: none"> <li>• Service Coordination Agreements</li> </ul>	<p>At a Minimum</p> <ul style="list-style-type: none"> <li>• MOU in place</li> <li>• MOU includes all required partners</li> <li>• Co-enrollment is addressed</li> <li>• Referral procedure for all programs is in place</li> <li>• Demonstrated improvements in the level of integration in the past 3 years</li> </ul>
<p><b>Effectiveness</b></p>	<ul style="list-style-type: none"> <li>• Performance accountability of Job Center programs as outlined in grant agreements and expenditure authorizations</li> <li>• Local Performance Measures</li> <li>• Enrollment objectives for targeted populations</li> <li>• Alignment of services with needs of participants and employers the area</li> <li>• Fiscal Responsibility</li> <li>• Integrated Services for participants and businesses</li> <li>• Operates in a cost-efficient manner</li> <li>• Coordinates services among the Job Center partner programs, and</li> <li>• Provides maximum access to partner program services even outside regular business hours</li> </ul>	<ul style="list-style-type: none"> <li>• Outcomes defined in grant agreements and expenditures authorizations</li> <li>• Thresholds related to negotiated performance targets</li> <li>• Coordination of goal setting across programs</li> <li>• Active involvement in initiatives and discretionary grants</li> <li>• Met expected outcomes for initiatives and discretionary grants</li> <li>• Strategies based on an analysis of the area</li> <li>• Satisfaction of employers with services provided</li> <li>• Expenditure rate in compliance the minimum requirement to maintain compliance</li> </ul>

<p><b>Physical and programmatic accessibility</b></p>	<ul style="list-style-type: none"> <li>• Compliance with WIOA Section 188</li> <li>• Compliance with ADA Guidelines</li> </ul>	<ul style="list-style-type: none"> <li>• In compliance as shown by an inspection, audit, or review within last 3 years.</li> <li>• Any WDB with a monitoring compliance finding relating to this issue must have the finding resolved, per DWD-DET, before the certification is complete.</li> </ul>
<p><b>Continuous Improvement</b></p>	<ul style="list-style-type: none"> <li>• A regular process for identifying and responding to technical assistance needs</li> <li>• A regular system of continuing professional staff development</li> <li>• Having systems in place to capture and respond to specific customer feedback</li> <li>• How well the Job Center supports the achievement of the negotiated local levels of performance</li> </ul>	<ul style="list-style-type: none"> <li>• Standards are connected to current goals and may shift as goals change</li> <li>• Business Services activities in compliance with annual goals</li> <li>• Re-employment and Youth activities in compliance with annual goals</li> <li>• Marketing and Outreach activities in compliance with annual goals</li> </ul>

Local boards are required to have policies and procedures in place for assessing the Job Centers and the Job Center delivery system by June 30, 2017.

Local workforce boards were granted conditional approval of the Local Plans from June 30, 2016 to June 30, 2017 and should start to develop policies and procedures to have in place by June 30, 2017. The policies and procedures:

- Must include the criteria outlined within this state policy;
- Should include additional criteria beyond the items outlined in this policy;
- Should be submitted to DWD-DET for review prior to approval by the local WDB;
- Must be incorporated into the Local WIOA Plan, following WDB approval; and
- Will be incorporated into the compliance review procedures conducted by DWD's monitoring teams.

**Certification should be completed by the local board prior to the beginning of the second program year under WIOA beginning July 1, 2016**, and at least every three years thereafter. A statement of certification must be incorporated as a component of the local plan. If certification is not completed within the required timeframes, the Job Centers and the Job Center system become ineligible to receive infrastructure funding from partners or the state funds for those areas that utilize the state infrastructure funding mechanism.

When DWD-DET receives the record of the certification determination, it will be reviewed and a statement will be issued that acknowledges that a board has certified the Job Center. This policy is an interim policy, effective through Program Year 2016, which ends June 30, 2017. Future iterations of this policy shall incorporate further monitoring, state standard setting, and assessments conducted by Job Center partners. Future changes to this policy will be done by the state board in consultation with local boards and chief elected officials.

**V. IMPLEMENTATION DATE:** Immediately upon receipt of final issuance.

#### **FUNDING OF ONE-STOP INFRASTRUCTURE**

Ref: WIOA Section 121(h)

##### ***(1) IN GENERAL.***

(A) OPTIONS FOR INFRASTRUCTURE FUNDING.— [See Appendix 2.]

(i) LOCAL OPTIONS.—The local board, chief elected officials, and Job Center partners in a local area may fund the costs of infrastructure of Job Centers in the local area through—

(I) methods agreed on by the local board, chief elected officials, and Job Center partners (and described in the MOU); or

(II) If no consensus agreement on methods is reached under sub clause (I), the State infrastructure funding mechanism.

(ii) FAILURE TO REACH CONSENSUS AGREEMENT ON FUNDING METHODS.—

Beginning July 1, 2017, if the local board, chief elected officials, and required Job Center partners in a local area fail to reach consensus agreement on methods of sufficiently funding the costs of infrastructure of Job Centers for a program year, the State infrastructure funding mechanism shall be applicable to such local area for that program year and for each subsequent program year for which those entities and individuals fail to reach such agreement.

(B) GUIDANCE FOR INFRASTRUCTURE FUNDING.—In addition to carrying out the requirements relating to the State infrastructure funding mechanism, the Governor, after consultation with chief elected officials, local boards, and the State board, and consistent with the guidance and policies provided by the State board, shall provide, for the use of local areas funding infrastructure through the locally-determined and agreed upon methods—

(i) guidelines for State-administered Job Center partner programs, for determining such programs' contributions to a Job Center System, based on such programs' proportionate use of such system consistent with chapter II of title 2, Code of Federal Regulations, including determining funding for the costs of infrastructure, which contributions shall be negotiated pursuant to the memorandum of understanding; and

(ii) guidance to assist local boards, chief elected officials, and Job Center partners in local areas in determining equitable and stable methods of funding the costs of infrastructure of Job Centers in such areas.

**(2) STATE ONE-STOP INFRASTRUCTURE FUNDING.**

(A) DEFINITION.—In this paragraph, the term "covered portion", used with respect to funding for a fiscal year for a program that is a required partner, means a portion determined under subparagraph (C) of the Federal funds provided to a State (including local areas within the State) under the Federal law authorizing that program for the fiscal year (taking into account the availability of funding for purposes related to infrastructure from philanthropic organizations, private entities, or other alternative financing options).

(B) PARTNER CONTRIBUTIONS.—Subject to subparagraph (D), for local areas in a State that are not covered by the local option of infrastructure funding, the covered portions of funding for a fiscal year shall be provided to the Governor from the required partner programs, to assist in paying the costs of infrastructure of Job Centers in those local areas of the State not adequately funded under the local consensus funding option.

(C) DETERMINATION OF GOVERNOR.—

(i) IN GENERAL.—Subject to clause (ii) and subparagraph (D), the Governor, after consultation with chief elected officials, local boards, and the State board, shall determine the portion of funds to be provided under subparagraph (B) by each Job Center partner from each program described in subparagraph (B). In making such determination for the purpose of determining funding contributions, for funding pursuant to clause (i)(II) or (ii) of paragraph (1)(A) by each partner, the Governor shall calculate amounts for the proportionate use of the Job Centers in the State, consistent with chapter II of title 2, Code of Federal Regulations (or any corresponding similar regulation or ruling), taking into account the costs of administration of the Job Center System for purposes not related to Job Centers, for each partner. The Governor shall exclude from such determination of funds the amounts for proportionate use of Job Centers attributable to the programs of Job Center partners for those local areas of the State where the costs of infrastructure of Job Centers are funded under the local consensus funding option. The Governor shall also take into account the statutory requirements for

each partner program and the partner program's ability to fulfill such requirements.

(ii) SPECIAL RULE.—In a State in which the State constitution or a State statute places policymaking authority that is independent of the authority of the Governor in an entity or official with respect to the funds provided for adult education and literacy activities authorized under title II, postsecondary career and technical education activities authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), or vocational rehabilitation services offered under a provision covered by section 3(13)(D), the determination described in clause (i) with respect to the programs authorized under that title, Act, or provision shall be made by the chief officer of the entity, or the official, with such authority in consultation with the Governor.

(D) LIMITATIONS.—

(i) PROVISION FROM ADMINISTRATIVE FUNDS.—

(I) IN GENERAL.—Subject to sub clause (II), the funds provided under this paragraph by each Job Center partner shall be provided only from funds available for the costs of administration under the program administered by such partner, and shall be subject to the program's limitations with respect to the portion of funds under such program that may be used for administration.

(II) EXCEPTIONS.—Nothing in this clause shall be construed to apply to the programs carried out under this title, or under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.).

(ii) CAP ON REQUIRED CONTRIBUTIONS.—For local areas in a State that are not covered by the local consensus funding option, the following rules shall apply:

(I) WIOA FORMULA PROGRAMS AND EMPLOYMENT SERVICE.—The portion of funds required to be contributed under this paragraph from a program authorized under chapter 2 or 3, or the Wagner/Peyser Act (29

U.S.C. 49 et seq.) shall not exceed 3 percent of the amount of Federal funds provided to carry out that program in the State for a fiscal year.

(II) OTHER ONE-STOP PARTNERS.—The portion of funds required to be contributed under this paragraph from a required partner program other than the programs described in sub clause (I) shall not exceed 1.5 percent of the amount of Federal funds provided to carry out that program in the State for a fiscal year.

(III) VOCATIONAL REHABILITATION.—notwithstanding subclasses (I) and (II), an entity administering a program described in (b)(1)(B)(iv) [Vocational Rehabilitation services] shall not be required to provide from that program, under this paragraph, a portion that exceeds—

(aa) 0.75 percent of the amount of Federal funds provided to carry out such program in the State for Program Year 2016;

(bb) 1.0 percent of the amount provided to carry out such program in the State for Program Year 2017;

(cc) 1.25 percent of the amount provided to carry out such program in the State for Program Year 2018; and

(dd) 1.5 percent of the amount provided to carry out such program in the State for each succeeding full program.

(iii) FEDERAL DIRECT SPENDING PROGRAMS.—For local areas in a State that are not covered by the local consensus funding option, an entity administering a program funded with direct spending as defined in section 250(c)(8) of the Balanced Budget and Emergency Deficit Control Act of 1985, as in effect on February 15, 2014 (2 U.S.C. 900(c)(8)) shall not be required to provide, for purposes of this paragraph, an amount in excess of the amount determined under subparagraph (C)(i) to be equivalent to the cost of the proportionate use of the Job Centers for the Job Center partner for such program in the State.

(iv) NATIVE AMERICAN PROGRAMS.—Job center partners for Native American programs established under section 166 of WIOA shall not be subject to the

provisions of WIOA Sections 121 (h) [Funding of One Stop Infrastructure] or WIOA Section 121 (i) [Other Funds]. For purposes of funding infrastructure costs, the method for determining the appropriate portion of funds to be provided by such partners to pay for the costs of infrastructure of a Job Center shall be determined as part of the development of the memorandum of understanding for the Job Center and shall be stated in the MOU.

(E) APPEAL BY JOB CENTER PARTNERS.

(i) The Governor has established a process, described under section 102(b)(2)(D)(i)(IV), for a required Job Center partner to appeal a determination regarding the portion of funds to be provided under this paragraph in the WIOA State Plan. Such a determination may be appealed under the process on the basis that such determination is inconsistent with the requirements of this paragraph. Such process shall ensure prompt resolution of the appeal in order to ensure the funds are distributed in a timely manner.

(ii) The state's appeal process, as outlined in the state plan, is as follows: One-stop partners may submit a written appeal to the Governor's Council on Workforce Investment Chair and Executive Director within fifteen (15) calendar days of receiving a written determination notification. Appeals submitted after this time will not be considered.

The appealing entity must explain why it believes the determination is contrary to the provisions of WIOA 102(b)(2)(D)(i)(IV). No other cause for appeal will be considered. The CWI Chair will convene a special meeting of a designated committee to review and respond in writing to such an appeal within thirty (30) calendar days of its receipt.

If the petitioning entity is denied, further appeal to the Secretary of Labor may occur if the entity alleges that the area meets the requirements of WIOA 102(b)(2) or that the entity was not accorded procedural rights under the State appeal process described herein. All such appeals to the Secretary must be submitted within fifteen (15) calendar days of receipt of the notification of denial



by the CWI on behalf of the Governor. The appealing entity must simultaneously notify the Governor and the CWI of such an appeal to the Secretary of Labor. The Secretary of Labor will make a final decision within thirty (30) calendar days after the appeal is received. The Secretary of Labor will notify the Governor and the appellant in writing of the Secretary's decision.

Pending the Secretary of Labor's decision, the original determination of infrastructure costs will be implemented.

**(3) ALLOCATION BY GOVERNOR**

(A) IN GENERAL.—From the funds provided under paragraph (1) [Guidance for Infrastructure Funding], the Governor shall allocate the funds to local areas described in subparagraph (B) [State Funding Mechanism] in accordance with the formula established under subparagraph (B) for the purposes of assisting in paying the costs of infrastructure of Job Centers.

(B) ALLOCATION FORMULA.—The State board shall develop a formula to be used by the Governor to allocate the funds provided under paragraph (1) to local areas not funding costs of infrastructure under the local consensus funding option. The formula shall be based on factors including the number of Job Centers in a local area, the population served by such centers, the services provided by such centers, and other factors relating to the performance of such centers that the State board determines are appropriate.

**(4) COSTS OF INFRASTRUCTURE** —The term "costs of infrastructure", used with respect to a Job Center, means the non-personnel costs that are necessary for the general operation of the Job Center, including the rental costs of the facilities, the costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the Job Center, including the center's planning and outreach activities.

**OTHER FUNDS**

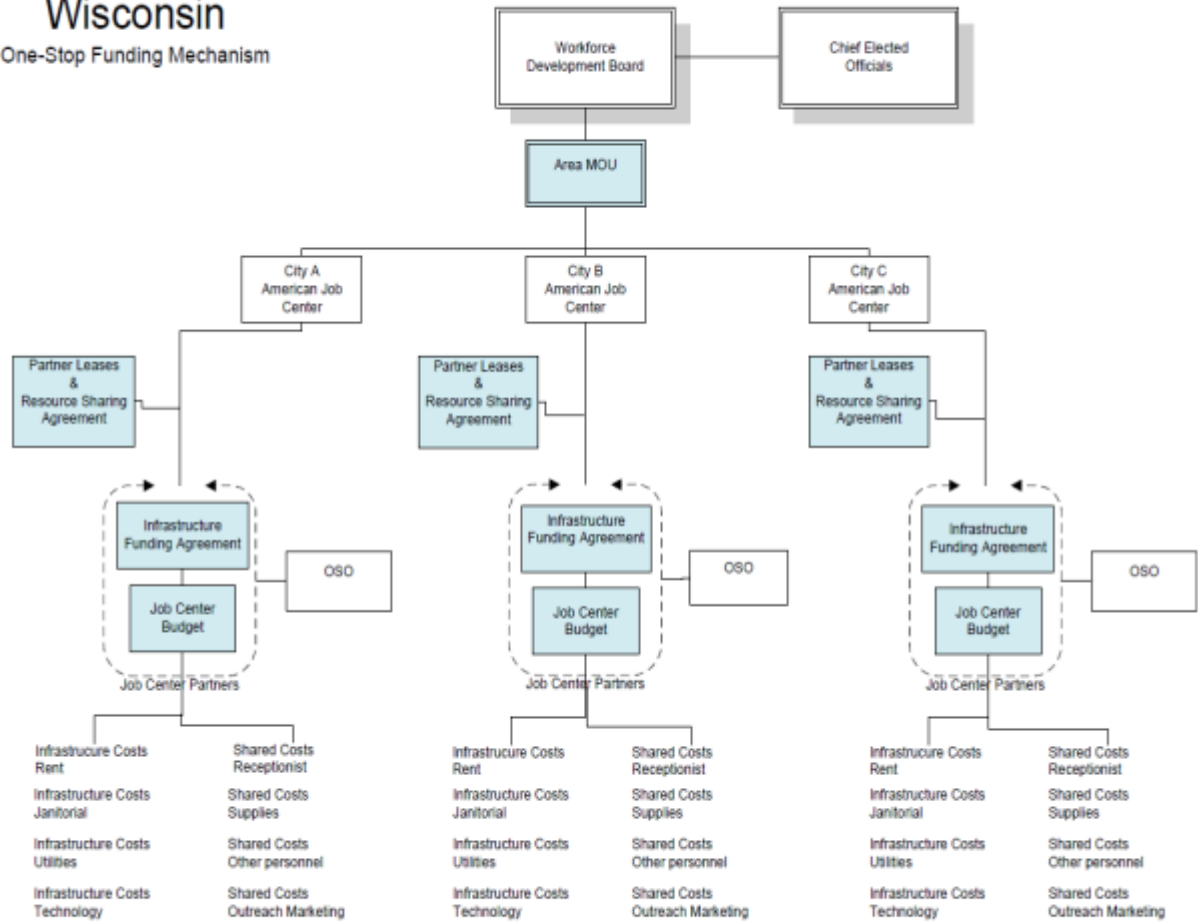
Ref: WIOA Section 121(i)

**(1) IN GENERAL** —Subject to the memorandum of understanding for the Job Center System involved, in addition to the infrastructure funds, a portion of funds made available under Federal law authorizing the required partner programs and administered by Job Center partners, or the noncash resources available under such programs, shall be used to pay the additional costs relating to the operation of the Job Center System that are not paid from the infrastructure funds, as determined in accordance with paragraph (3), to the extent not inconsistent with the Federal law involved. Such costs shall include the costs of the provision of career services applicable to each program and may include common costs that are not paid from the infrastructure funds.

**(2) SHARED SERVICES.** —The costs described under paragraph (1) may include costs of services that are authorized for and may be commonly provided through the Job Center partner programs to any individual, such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other Job Center partners, and other similar services.

**(3) DETERMINATION AND GUIDANCE.** —The method for determining the appropriate portion of funds and noncash resources to be provided by the Job Center partner for each program for a Job Center shall be determined as part of the development of the memorandum of understanding for the Job Center and shall be stated in the memorandum. The State board shall provide guidance to facilitate the determination, for purposes of the memorandum of understanding, of an appropriate allocation of the funds and noncash resources in local areas, consistent with the requirements of section 101(d)(6)(C).

# Wisconsin One-Stop Funding Mechanism



SAMPLE BUDGET  
**Job Center FY17 Budget (July 1, 2017 – June 30, 2018)**

Prepared by the \_\_\_WDB Executive Leadership July 1, 2017

<u>Infrastructure Costs</u>	<u>Budget</u>	<u>Actual</u>
Rent	\$90,000.00	
Janitorial	included	
Utilities	included	
Taxes	included	
Insurance	included	
Resource Room Phones/internet	\$0.00	
Security	\$0.00	
Maintenance/repairs	\$0.00	
Pest control	\$0.00	
Equipment for assistive technology	\$0.00	
Equipment (Copier, Computers, furniture)	\$0.00	
Technology for outreach activities	\$0.00	
Common identifier costs (signs, website)	\$0.00	
General Supplies (copy paper, etc.)	\$0.00	
Other	\$0.00	
<b>Infrastructure Total</b>	<b>\$90,000.00</b>	<b>0.00</b>

<u>Additional Delivery Systems Costs</u>				
	<u>Hours</u>	<u>salary/benefits</u>		<u>Total</u>
		<u>Per hr.</u>		
Receptionist	2000.0	\$33.50		\$67,000.00
Office Manager	0.0	\$0.00		\$0.00
IT Services	0.0	\$0.00		\$0.00
WDB Admin	0.0	\$0.00		\$0.00
Marketing	N/A	N/A		0.00
Board Meeting costs	N/A	N/A		0.00
Resource Room Materials	N/A	N/A	0.00	
Strategic Data Gathering	N/A	N/A	0.00	
Other				0.00
<b>Additional Costs Total</b>			<b>\$67,000.00</b>	<b>0.00</b>

<b>Total Expenditures</b>	<b>\$157,000.00</b>	
<b>0.00</b>		
 <u>Cash Contributions</u>		
Grant Cash Contributions	(\$5,000.00)	
Reserve Draw-down	(\$2,200.00)	
Employer Events	(\$0.00)	
Room Rental	(\$0.00)	
Other	(\$0.00)	
<b>Total Revenues</b>	<b>(\$7,200.00)</b>	<b>0.00</b>

<b>Total Allocated Budget</b>	<b>\$149,800.00</b>
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## **CUSTOMER POPULATIONS**

(1) Employers. Business Services are provided through the Job Center System. All business services and strategies must be reflected in the local plan. There is no requirement that a fee-for-service be charged to employers. A fee may be charged for optional and allowable business services.

(A) Required Business Services:

- (i) 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.
- (ii) 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 –
  - (aa) Job vacancy listings in labor market areas
  - (bb) Information on job skills necessary to obtain the vacant jobs listed
  - (cc) Information relating to local occupations in demand and the earnings, skill requirements and opportunities for advancement for those jobs.
- (iii) No fee may be charged for the above required services.

(B) Optional Business Services:

- (i) Customized screening and referral of training participants
- (ii) Customized services on employment-related issues
- (iii) Customized recruitment events including targeted job fairs
- (iv) Human resource consultation services
- (v) Customized labor market information for specific employers, sectors, industries, or clusters
- (vi) 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 include, but are not limited to:

- (i) Developing and implementing industry sector strategies
- (ii) Customized assistance or referral for assistance in the development of a Registered Apprenticeship program
- (iii) Development and delivering innovative workforce investment services and strategies to meet needs of area employers and workers
- (iv) Assistance to area employers in managing reductions in coordination with rapid response activities and layoff aversion strategies
- (v) Marketing of business services to appropriate area employers
- (vi) Assisting employers with accessing local, State and Federal tax credits

(2) Youth and Young Adults

(A) The Department of Workforce Development (DWD) has a goal to meet the needs of youth through the Job Center delivery system. Since WIOA is designed to help job seekers and the future workforce access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy, DWD will create and develop an initiative to ensure that all appropriate staff, including Career Counselors, at the Job Centers will be prepared to provide outstanding customer service and have the requisite knowledge and sensitivity to meet the needs for both in-school and out-of-school youth participants that will enable staff to efficiently and effectively serve youth.

(B) WIOA youth staff will partner and collaborate with the other core program staff including Titles II, III, IV, as well as, the Departments of Public Instruction, Children and Families, and Corrections to develop the materials, information and trainings pertaining to WIOA youth that will be provided to appropriate Job Center staff. This type of cross-training will increase staff knowledge and understanding of the youth coming into the Job Center looking for programs and services, as well as, create opportunities for youth participants that have different skills and experience levels.

## **JOB CENTER STANDARDS OF SERVICE**

The Job Center Service Standards define expectations for serving customers within Job Centers across the State of Wisconsin. The standards will also continue the focus on quality service and ensure consistency of service across the state. The WDB is responsible for ensuring that their comprehensive center(s) and any other Job Centers meet these standards of service.

The Service Standards are broadly stated to allow flexibility in local and regional program design and local implementation of services. The Service Standards state “what” is to be done; it is up to local groups responsible for the planning and implementation of Job Center services to decide “how” local activities will meet the Service Standards.

The standards are crafted around two customer groupings: Administrative/Partner, and Employers and Job Seekers.

### **Administrative/Partner Expectations:**

1. The Job Center has a MOU with all partners that clearly delineates roles and responsibilities in the service delivery system.
2. The Job Center meets ADA physical and program accessibility requirements. The Job Center provides equal access to all services and programs (including resource room materials and services) for all customers, including persons with disabilities and limited English-speaking ability.
3. Veterans and qualified spouses shall be given priority over non-veterans in the receipt of any employment, training, and placement services provided in Wisconsin Job Centers.
4. The Resource Room/customer service area of the Center is staffed all hours the Center is open. One person who can triage customer needs and refer to programs as appropriate must be on duty at all times the center is open.
5. Staff at the Job Center will provide access to all other required WIOA partner programs.
6. Staff at the Job Center will provide information about available job training and make referrals as needed.
7. The Job Center has a credentialed employment counselor who works with all job seeker customers and is on-site each week.
8. The Job Center addresses the needs of youthful job seekers

9. The Job Center is participating in a continuous improvement program. The Job Center's effectiveness in providing services to job seekers and employers will be available to the public.
10. The continuous improvement program must ensure a trained, competent staff and that staff participates in a credentialing program. Staffs providing services through Job Centers are trained and demonstrate competence in providing consistent, high quality service to business and job seeker customers. Staff possess the following knowledge:
  - a. Knowledge of available community resources.
  - b. Knowledge of referral process to all partner programs and services as appropriate for the customer's needs.
  - c. Knowledge and assistance with all Job Center tools, technologies, Internet, and computer systems.
  - d. Knowledge and assistance with special needs and overcoming barriers to employment, as needed. Understands special employment needs of diverse populations.
  - e. Knowledge of privacy and confidentiality requirements for all customers.
  - f. Knowledge of customer service techniques including maintaining a professional relationship.
11. The Job Center has exterior signage using the common identifier. Interior signage ensures that all customers are able to use the Job Center effectively and includes required posters, room locations and directions in English and alternate language(s) as appropriate to customer demographics.
12. Services are coordinated across programs and not duplicated to improve efficiency and service to the customer.
13. Customers receive services through the Job Center system regardless of race, gender, ethnicity, age, or disability status and in accordance with any other legal protections.
14. Privacy and confidentiality is provided for all customers.
15. All customers are served in a timely manner. (Each WDB will decide what it considers a timely manner for customer service.)



16. The Job Center has a Business Services Team that will provide business services in an integrated, non-duplicative manner and is consistent with the local *Business Services Plan*.

Employer and Job Seeker Expectations: Every customer using the Job Center should expect:

1. Access to JobCenterofWisconsin.com to make connections between job seekers and employers
2. The level of service provided will be appropriate to individual customer's needs and consistent with program requirements
3. Regularly scheduled financial literacy education and assistance, information about and referral to credit rehabilitation counseling
4. Veterans and qualified spouses shall be given priority over non-veterans in the receipt of any employment, training, and placement services provided in Wisconsin Job Centers.
5. Access to all other required WIOA partner programs.
6. Information about available job training and receive referrals as needed.
7. Access to an employment counselor who works with all job seeker customers and is on-site each week.
8. To make informed choices, within available services, and be assisted in determining service options
9. Services are coordinated across programs and not duplicated, to improve efficiency and service to the customer
10. Program information is accessible in various delivery formats to ensure understanding by the customer, e.g., oral/written translation services, interpreter services/sign language, etc.
11. Accommodations are made for customers' special needs (physical and programmatic)
12. Customers receive services through the Job Center system regardless of race, gender, ethnicity, age, or disability status and in accordance with any other legal protections.
13. Privacy and confidentiality is provided for all customers.
14. Staff providing services through Job Centers are trained and demonstrate competence in providing consistent, high quality service to business and job seeker customers

15. All customers are treated with respect and served in a timely manner.
16. Information on education, employment and training services.
17. Information on local services, potential eligibility requirements, and how and where to access those services.
18. Information about support services needed to maintain employment.
19. Initial, comprehensive and specialized assessments as appropriate to the customers' needs and program requirements.
20. Career planning with an emphasis on jobs in the area that provide family-supporting wages and benefits, including nontraditional occupations.
21. Current job openings, the qualifications associated with these openings, and application.
22. Assistance with job search, including resume writing, interviewing, seeking nontraditional employment positions, using labor market information, career pathways, and high wage, high demand occupations.
23. Information on the UI filing and claims update processes.
24. Financial literacy training such as the wise use of credit and financial asset building, and credit rehabilitation counseling.
25. Be greeted by someone who can determine customer needs and refer customers programs, as appropriate.

**ATTACHMENT A**

**MEMORANDUM OF UNDERSTANDING**

Memorandum of Understanding  
Pursuant to the Workforce Innovation and Opportunity Act of 2014  
For the \_\_\_\_\_ Job Center

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

a. (Insert name of the local Workforce Development Board or "WDB" and its acronym.)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Contact person and telephone number)

\_\_\_\_\_  
(Fax number and e-mail address)

b. (Insert the name and title of the Chief Elected Official.)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Contact person and telephone number)

\_\_\_\_\_  
(Fax number and e-mail address)

c. (Insert the name(s) of the agency(ies) selected as the One-Stop Operator OSO.)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(contact person and telephone number)

\_\_\_\_\_  
(fax number and e-mail address)

d. (Insert name of the Job Center Partner (hereafter Partner) organization name, acronym and related fund source description if needed to identify as required partner.)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(contact person and telephone number)

\_\_\_\_\_  
(fax number and e-mail address)

e. Partner (Insert additional partners as needed.)

The information above may be updated as needed by giving written notice to all parties.  
Agreement between WDB, Chief Elected Official, the One-Stop-Operator(s) and the WIOA  
Required One-Stop Partners

- 1) A description of services to be provided through the Job Center System;
  - a) The services/functions provided at this job center.
  - b) The career services provided by each partner per their respective program/funding at the job center, and the arrangements for providing those services.
  - c) The business services provided by each partner, where appropriate, at each Comprehensive Job Center.
  
- 2) Agreement of funding costs of services and operating costs for the Job Center System;
  - a) How the costs of such services and the operating costs of the One-Stop delivery system will be funded. (By Comprehensive Job Center and/or the system within the Workforce Development Area).
  - b) In order to meet these requirements of WIOA, a current Budget, Cost Allocation Plan, and Resource Sharing Agreement must be attached to the MOU.
  
- 3) Methods for Referral of Individuals between One-Stop Operator and the Job Center Partners and between the Job Center Partners;
  - a) The methods for referral of individuals between the One-Stop Operator and the One-Stop Partners, for the appropriate services and activities at each job center.
  - b) OPTIONAL: Any special agreements for confidentiality and data sharing.
  
- 4) Methods to Ensure the Needs of Workers and Youth, and Individuals with Barriers to Employment, including Individuals with Disabilities;
  - a) The methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the job center system
  
- 5) Duration and process for Amending the MOU;
  - a) This MOU shall remain in effect for three program years, until terminated by the repeal of the Workforce Innovation and Opportunity Act of 2014 (WIOA), otherwise by action of law, or in accordance with this section.
  - b) Withdrawal from the MOU – length of notice required before withdrawal; process for notifying all parties; and detail on what does remain in effect if any partner withdraws;
  - c) Resolution of disputes;
  - d) Amendment of the MOU; and
  - e) Severability of the MOU.
  
- 6) Withdrawal: Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 120 calendar days in advance of the effective withdrawal date.

a) Notice of withdrawal shall be given to all parties at the addresses shown in Section 1 of this MOU, and to the contact persons so listed, considering any information updates received by the parties pursuant to Section 1.

b) Should any Job Center Partner withdraw, the MOU shall remain in effect with respect to other remaining Job Center Partners until the MOU is renegotiated.

c) Any failure to execute an MOU between a local WDB and a required partner must be reported to the Governor or State Board. In addition, any local area in which a local WDB has failed to execute an MOU with all of the required partners is not eligible for State incentive grants.

7) Amendments:

a) The MOU may be amended at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties.

b) Severability: If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force.

8) Other provisions.

a) Any partner that delivers service to business shall participate in the development and implementation of the Comprehensive Job Center's Business Services Plan and the Business Services Team.

b) Any other provisions as determined locally.

9) Attachments:

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

b) Attach Cost Allocation Plan and Resource Sharing Agreements

10) Authority and Signatures

The individuals signing below have the authority to commit the party they represent to the terms of the MOU, and do so commit by signing below. Each signatory also agrees to work towards Job Center system measures and program performance measures.

FINAL DRAFT, 16 February 2017

FOR THE (Insert name of WDB)

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Name and Title

FOR THE (insert name of Mandatory One-Stop Partner)

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Name and Title

FOR THE (WTCS ) \_\_\_\_\_

Signature and Date

\_\_\_\_\_  
Name and Title

FOR THE (One-Stop Operator)

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Name and Title

FOR THE (CHIEF ELECTED OFFICIAL)

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Name and Title

FOR THE DEPARTMENT OF WORFORCE DEVELOPMENT

\_\_\_\_\_  
Signature and Date

ASSISTANT DEPUTY SECRETARY

\_\_\_\_\_  
Name and Title

## ATTACHMENT B

### INFRASTRUCTURE FUNDING AGREEMENT FY17

#### I. INTRODUCTION

This Infrastructure Funding Agreement (IFA) shall determine how the Local Board and partners will fund the infrastructure costs and shared costs at the \_\_\_\_\_ Comprehensive Job Center in \_\_\_\_\_, WI. The \_\_\_\_\_ Workforce Development Board, (chief elected officials), and one-stop partners hereby agree to amounts and methods of calculating amounts each partner will contribute for one-stop infrastructure funding as determined herein.

This agreement shall take effect on July 1, 2017 and expire on \_\_\_\_\_.

The \_\_\_\_\_ Comprehensive Job Center coordinates the delivery of services with the Division of Employment and Training, Division of Vocational Rehabilitation, \_\_\_\_\_ (Partner 3) \_\_\_\_\_, \_\_\_\_\_ (Partner 4) \_\_\_\_\_, \_\_\_\_\_ (Partner 5) \_\_\_\_\_, \_\_\_\_\_ (Partner 6) \_\_\_\_\_, \_\_\_\_\_ (Partner 7) \_\_\_\_\_. See the MOU for a list of services provided by each partner.

#### II. COST ALLOCATION METHODOLOGY

The One Stop Budget(Budget) and IFA for the \_\_\_\_\_ Job Center was prepared under the guidelines established in the OMB Circulars/ Common Rule and the One-Stop Comprehensive Financial Management Technical Assistance Guide. The standards contained in the cost principles budgetary structures and generally accepted accounting principles were combined in order to identify the direct and common characteristics of each expenditure category.

The costs in this IFA are costs that are shared jointly with the above partners. The one-stop partner program's proportionate share of funding has been calculated in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR part 200.306 based upon a reasonable cost allocation methodology whereby infrastructure and shared costs are charged to each partner in proportion to relative benefits received, and have been determined to be allowable, necessary, and allocable;

The \_\_\_\_\_ Workforce Development Board as identified in the \_\_\_\_\_ Job Center MOU, hereby certifies that this plan has been prepared in accordance with these guidelines.

This Plan has identified and equitably distributed Job Center costs by cost pools.

The infrastructure costs are funded through cash and fairly evaluated in-kind partner contributions and include any funding from philanthropic organizations or other private entities, or through other alternative financing options, to provide a stable and equitable funding stream for ongoing one-stop delivery system operations.

The Budget, attached hereto, was based on historical cost from the 20\_\_ Fiscal Year expenditures and shall be reconciled against actual costs in the current fiscal year and adjusted accordingly within the first 30 days of the beginning of each next fiscal year. Any overpayment from any partner shall be credited towards that partner's future share of costs. Any underpayment shall be paid within 30 days of receiving a copy of the reconciled budget showing actual costs AND an invoice for the total amount due.

### III. DIRECT COSTS

Each partner will pay its own direct costs relating to staff costs such as salaries and benefits. All other direct costs including but not limited to, insurance, furniture, equipment, phones, add any direct costs specific to the Job Center that are incurred by individual partners are the responsibility of the individual partner agency.

### IV. ADDITIONAL COSTS

WIOA sec. 121(i)(I); 20 CFR 678.760(a)-(b), 34 CFR 361.760(a)-(b), 34 CFR 463.760(a)-(b)

- Must include the costs of the provision of career services in WIOA sec. 134(c)(2) applicable to each program consistent with partner program's authorizing Federal statutes and regulations, and allocable based on Federal cost principles in the Uniform Guidance at 2 CFR part 200.
- May include shared operating costs and shared services that are authorized for, and may be commonly provided through, the one-stop partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other one-stop partners, and business services.

### INFRASTRUCTURE COSTS

WIOA sec. 121(h)(4); 20 CFR 678.700(a)-(b), 34 CFR 361.700(a)-(b), 34 CFR 463.700(a)-(b)

- Non-personnel costs
- Costs necessary for the general operation of the one-stop center, including but not limited to:
  - Applicable facility costs (such as rent) including costs of utilities and maintenance
  - Equipment (including assessment-related products and assistive technology for individuals with disabilities)



- Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities
- May consider common identifier costs as costs of one-stop infrastructure
- May consider supplies as defined in the Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop center.

## V. PARTNER PROVISIONS

The allocation of costs will be revised each time a partner begins or terminates delivery of service in the Job Center or at any time a partner agency substantially changes its leased premises or number of employees present at the Job Center. Accordingly, the Resource Sharing Agreement shall be adjusted to reflect changes in the allocations of costs. All partners must agree on the initial allocation and any subsequent changes to the initial allocations.

All purchases for the Job Center that would be pooled and allocated to all partners, in excess of \$1,000.00 must be approved by the One-Stop Subcommittee on Cost Allocation. After approval from the Subcommittee on Cost Allocation, the expenditures would be brought before the Funding Committee and One-Stop Consortium/Committee for review and approval before it's presented to the executive Committee or Full Board for approval.

To ensure equitable benefit among the One-Stop partners, this allocation plan shall be reviewed quarterly and modified as necessary.

The WDB will work with One-Stop partners to achieve consensus and informally mediate any possible conflicts or disagreements among the partners.

## ATTACHMENT C

### RESOURCE SHARING AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_ by and between \_\_\_\_\_  
\_\_\_\_\_(Partner 1) and \_\_\_\_\_(Partner 2)\_\_\_\_\_.

WHEREAS - (Area Workforce Development Board) has established, through a Memorandum of Understanding (the "MOU"), an integrated employment and training center (the "Job Center") to serve the public at a building (the "Building") located at \_\_\_\_\_, \_\_\_\_\_, Wisconsin; and

WHEREAS - (Area Workforce Development Board) anticipates that the Job Center will include as participants various governmental, quasi-governmental, and private not-for-profit organizations and each of said participants, including \_\_\_\_\_(Partner 2)\_\_\_\_\_, will occupy certain space within the Building; and

WHEREAS \_\_\_\_\_(Area Workforce Development Board) has established an annual budget (the "Budget") for the costs of goods and services required to operate the Job Center; and

WHEREAS \_\_\_\_\_(Partner 2)\_\_\_\_\_ desires to participate in said Job Center's Additional Delivery Costs.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the amount and sufficiency of which are acknowledged by the parties hereto, \_\_\_\_\_(Partner 1)\_\_\_\_\_ and \_\_\_\_\_(Partner 2)\_\_\_\_\_ do hereby agree as follows:

1. This Agreement shall become effective July 1, 20\_\_ and expire on June 30, 20\_\_. This Agreement can be renewed in successive 12 month periods up until, but not to exceed, the termination date of the MOU. Per (Area Workforce Development Board), the MOU for this site terminates on \_\_\_\_\_.
2. (Partner 2) shall receive a pro-rata share of goods and services as specified in the Job Center Budget, as attached to, and part of, the MOU.
3. (Partner 2) shall pay \_\_\_\_\_(Partner 1)\_\_\_\_\_ for its allocated share of costs, by monthly or annual cash payment, or by providing staff, or by providing goods and services, or by a combination of any of the above as shown in the Table 1 (Allocated Share of Costs). Cash payments shall be made in advance without prior notice on the first day of each month, except for the month of July during which the monthly installment is not due until the 15th day. Monthly and/or annual costs for the term of the Agreement shall be paid for in accordance with the following schedule:

#### EXAMPLE

<u>Inclusive Budget Year</u>	<u>Monthly Payment</u>	<u>Other</u>
July 1, 2017 – June 30, 2018	\$ _____	20 hrs. per week FTE

4. No later than July 31, (Area Workforce Development Board) shall reconcile its Job Center Budget with the actual costs of the goods and services provided for. Any over-payments made by \_\_\_\_\_(Partner 2)\_\_\_\_\_ shall be credited to (Partner 2) towards its pro-rata share of costs to occur in

the immediate following year. Any under-payment by agency shall be paid in full by Agency within 60 days of receipt of an invoice, which must be received by Agency no later than 90 days from the last day of the budget year.

5. Neither (Partner 1) nor (Partner 2) may assign or otherwise transfer its rights under this Agreement without first having obtained the other party's written authorization.
6. The default by (Partner 1) or (Partner 2) of any covenant or agreement contained in any paragraph or provision of this Agreement shall constitute a material default and shall entitle the non-defaulting party to terminate this Agreement, PROVIDED, that prior to such termination, the non-defaulting party shall provide the party in default written notice of the nature of the default and shall grant the party in default a period of sixty (60) days from the date of service of such notice to remedy or cease such act of default, and upon such remedy or cessation by the party in default within said sixty (60) days, the non-defaulting party shall waive the right to terminate for such default. In the event the act of default is such that it cannot be remedied within said sixty (60) day period, the non-defaulting party shall waive the right to terminate for such default if corrective actions are commenced within such period and diligently pursued to completion by the party in default.
7. Although each employer is responsible for its own employees' health and safety (H&S) under applicable Federal and State laws and regulations, all parties to this agreement consent to provide mutual cooperation in promptly resolving H&S issues commonly related to co-located partner employees. This includes prior project notification and provision of material safety data sheets (MSDS) by an agency to other agency on-site staff when local renovation, maintenance or cleaning work will be done by contractors or other representatives of that agency. The project notification and MSDS documents must be provided on-site no less than seven (7) work days prior to the anticipated start of the actual work. This cooperation also includes complying with reasonable H&S related requests provided by other affected agency representatives (e.g. on-site agency management staff or H&S Officer) that do not impart a financial burden to the requested agency. In cases where a financial burden is necessary to comply, there shall be a temporary suspension of the on-site operations creating the H&S issue until an equitable cost sharing agreement is negotiated among all affected parties to accomplish a resolution. If one participating agency under this agreement owns the office site or is designated to coordinate the physical facilities and building maintenance support for a multi-employer office site, that agency's on-site manager will serve as a primary local coordinating focal point for the prompt reporting and resolution of local H&S issues for all on-site staff.
8. Notice in writing referred to herein shall be given in writing, by either (a) United States certified mail, return receipt requested, postage prepaid, or (b) Federal Express or other similar nationally recognized overnight delivery service. Said notice shall be deemed to be given at the time when the same shall be received or one day after consigned to the overnight delivery service. Said notices provided hereunder shall be addressed as follows:

If to    (Partner 1) : \_\_\_\_\_  
Director,  
P. O. Box  
\_\_\_\_\_, WI 5\_\_\_\_\_  
Telephone: \_\_\_\_\_

If to    (Partner 2) : \_\_\_\_\_  
Director,  
P. O. Box  
\_\_\_\_\_, WI 5\_\_\_\_\_  
Telephone: \_\_\_\_\_

Either party may change its address for notice purposes by so advising the other party in writing.

9. Either Party may at any time, terminate this Agreement, upon sixty (60) days prior written notice and in accordance with notification procedures defined herein.
10. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Agreement. The rights and remedies herein granted are cumulative and are in addition to any given by statute, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.
11. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or be binding upon any of the parties hereto.

No modification, amendment, waiver or release of any provisions of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose unless in writing and duly executed by the party against whom the same is asserted.

12. Any riders and exhibits attached to this Agreement are hereby made a part of this Agreement as though set forth in full at this point.
13. This Agreement when fully executed shall be binding upon the respective executors, administrators, successors, and assigns of the parties hereto.



**TABLE 1 : ALLOCATED SHARE OF COSTS**

<b>Partner</b>	<b>Non-Cash Contribution Service</b>	<b>Non-Cash Contribution Value</b>	<b>Cash</b>	<b>Total Annual Cash</b>
<b>DET</b>		\$ -		
	Reception	20hrs.per sk FTE	\$ 15,833.39	\$ 15,833.39
	One stop Manager		\$ 8,833.50	\$ 8,833.50
	Equipment and Supplies		\$ 1,568.03	\$ 1,568.03
	Admin/Tech Services/ Outreach		\$ 14,236.85	\$ 14,236.85
			Total	<b>\$ 40,471.77</b>
<b>Partner</b>	<b>Non-Cash Contribution Service</b>	<b>Non-Cash Contribution Value</b>	<b>Cash</b>	<b>Total Annual Cash</b>
<b>DVR</b>	Reception		\$ 4,130.44	\$ -
	One stop Manager		\$ 298.35	
	Equipment and Supplies		\$ 177.22	
	Admin/Tech Services/ Outreach		\$ 1,012.66	
			Total	<b>\$ 5,618.67</b>
<b>Partner</b>	<b>Non-Cash Contribution Service</b>	<b>Non-Cash Contribution Value</b>	<b>Cash</b>	<b>Total Annual Cash</b>
<b>UI</b>	Reception		\$	\$
	One stop Manager		\$	
	Equipment and Supplies		\$	
	Admin/Tech Services/ Outreach		\$	
			Total	\$
<b>Annual Total</b>			<b>\$</b>	<b>46,090.44</b>
<b>Monthly Total</b>			<b>\$</b>	<b>3,840.87</b>

**APPENDIX 2: INFRASTRUCTURE FUNDING OPTIONS**

For use by local boards, chief elected officials, and Job Center partners in a local area to fund infrastructure costs of Job Centers in the local area.

	<b>Local Option</b>	<b>Failure to Reach Local Consensus</b>
<b>Consensus Agreement</b>	Methods agreed on by the local board, chief elected officials, and Job Center partners	No consensus agreement on methods is reached.
<b>Effective Date</b>	Methods incorporated into MOUs by 06/30/17	State notified of failure to reach consensus agreement by 05/01/2017
<b>Guidance for Infrastructure Funding</b>	<p>Governor, after consultation with chief elected officials, local boards, and the State board, and consistent with state board guidance and policies, must provide:</p> <ul style="list-style-type: none"> <li>• Guidelines for State-administered Job Center programs, for determining such programs' contributions to a Job Center System, based on such programs proportionate use of such system, including determining funding for the costs of infrastructure, which contributions shall be negotiated pursuant to the MOU; and</li> <li>• Guidance to assist local boards, chief elected officials, and Job Center partners in local areas in determining equitable and stable methods of funding costs of infrastructure of Job Centers in such areas.</li> </ul>	

**APPENDIX 3: GOVERNORS NON CONSENSUS PROCESS**

State Funding Mechanism ( SFM) Process	Steps
<p>If the Local WDB fails to reach consensus with all of the required partners by May 1st, 2017 they must notify their Local Program Liaison in writing. Pursuant to WIOA sec. 121(h)(l)(A)(i)(l), the State Funding Mechanism is triggered .</p>	
	<p><b>Step 1:</b> Notice of failure to reach consensus given to the Governor (<b>Local Program Liaisons</b>)</p> <p><b>Step 2:</b> Local negotiation materials provided to the Governor (<b>Local Program Liaisons</b>) When notifying the Governor of the failure to reach consensus. At a minimum, the Local WDB must give the Governor:</p> <ol style="list-style-type: none"> <li>(1) the local WIOA plan;</li> <li>(2) the cost allocation methodology or methodologies proposed by the partners to be used in determining the proportionate share;</li> <li>(3) the proposed amounts or budget to fund infrastructure costs and the amount of partner funds included;</li> <li>(4) the type of funds (cash, non-cash, and third-party in-kind contributions) available;</li> <li>(5) any proposed or agreed upon one-stop center or system budget; and</li> <li>(6) any partially agreed upon, proposed, or draft IFAs.</li> </ol> <p><b>Step 3:</b> The Governor(<b>WIOA Leadership Team, Local Program Liaisons and additional Title Representatives</b>)determines one-stop center infrastructure budget(s). (June 1st, 2017)</p> <p><b>Step 4:</b> Governor (<b>WIOA Leadership Team, Local Program Liaisons and additional Title Representatives</b>) establishes cost allocation methodology (June 1st, 2017)</p> <p><b>Step 5:</b> The Governor (<b>WIOA Leadership Team, Local Program Liaisons and additional Title Representatives</b>) determine Partners' proportionate shares ( June 1st , 2017)</p> <p><b>Step 6:</b> Governor (<b>Scott McDonald Budget and Policy Supervisor</b>)calculates statewide caps( June 1st, 2017)</p> <p><b>Step 7:</b> Governor (<b>WIOA Leadership Team, Local Program Liaison's and title representatives</b>) assesses the aggregate total of infrastructure</p>



	<p>contributions as it relates to the statewide cap. (June 1st,2017)  <b>Step 8:</b> Governor (<b>Scott McDonald Budget and Policy Supervisor</b>)adjusts proportionate shares. (June 15, 2017)</p>
<p>The Governor (<b>WIOA Leadership Team, Local Program Liaison's and title representatives</b>) must take five sub-steps to calculate the applicable program cap for any given program.</p>	<p><b>Sub-Step 1:</b> The Governor must apply a partner's individual applicable limiting percentage (the statutory percentages listed in WIOA sec. 121(h)(2)(d))-which is dependent on the type of program (see chart below)-to the total Federal funding which that program receives for the affected program year to reach the maximum potential cap (MPC). The applicable limiting percentage for a program is listed below and in WIOA sec. 121(h)(2)(d), 20 CFR 678.738(c), 34 CFR 361.738(c), and 34 CFR 463.738(c). Some programs will use previous years' funding to determine the cap due to internal , program funding allocation or Re-allotment methods.</p> <p><b>Sub-Step 2:</b> The Governor must select a determining factor or factors that reasonably indicate the use of one-stop centers in the State. This could be, for example, total population, concentration of wealth, or another factor that is applicable to the State's workforce dynamic.</p> <p><b>Sub-Step 3:</b> The Governor applies the determining factor(s) to all local areas across the State, and then determines the percentage of the factor(s) that is applicable to those areas that reached consensus, or the consensus areas' factor percentage.</p> <p><b>Sub-Step 4:</b> The Governor then applies the consensus areas' factor percentage to the MPC to find the consensus areas' portion of the MPC.</p> <p><b>Sub-Step 5:</b> The Governor subtracts the amount equal to the consensus local areas' portion of the MPC from the MPC. The remaining amount is the applicable program cap for use in the local areas that have not reached consensus and are subject to the SFM.</p>

**APPENDIX 4: APPEAL PROCESS**

Appeal Process	Steps
<p>The Appeal Process could take up to 90 Days.</p>	<p><b>Step 1:</b> One-stop partners may submit a written appeal to the State Workforce Development Board Chairperson within fifteen (15) calendar days of receiving a written determination notification. Appeals submitted after this time will not be considered.</p> <p><b>Step 2:</b> The State Workforce Development Board Chairperson will convene a special meeting of a designated committee to review and respond in writing to such an appeal within thirty (30) calendar days of its receipt.</p> <p><b>If the petitioning entity is denied, further appeal to the Secretary of Labor may occur if the entity alleges that the area meets the requirements of WIOA 102(b)(2) or that the entity was not accorded procedural rights under the State appeal process described herein</b></p> <p><b>Step 3:</b> All such appeals to the Secretary must be submitted within fifteen (15) calendar days of receipt of the notification of denial by the State Workforce Development Board on behalf of the Governor. The appealing entity must simultaneously notify the Governor and the State Workforce Development Board of such an appeal to the Secretary of Labor.</p> <p><b>Step 4:</b> The Secretary of Labor will make a final decision within thirty (30) calendar days after the appeal is received. The Secretary of Labor will notify the Governor and the appellant in writing of the Secretary's decision</p>

