

Title: Adult and Dislocated Worker Transitional Jobs Policy

Date: Adopted March 14, 2018

## **Workforce Alliance of South Central Kansas Adult and Dislocated Worker Transitional Jobs Policy**

Transitional jobs are time-limited subsidized work experiences for clients with barriers to employment who are chronically unemployed or have an inconsistent work history. Transitional jobs are designed to assist those clients in developing a work history, demonstrate success in the workplace, and develop the skills that lead to entry into and retention in unsubsidized employment. Transitional job services shall be combined with comprehensive employment and supportive services.

No more than 10 percent of the Adult and Dislocated Worker funds allocated to the local area may be used for transitional jobs.

### **LOCAL AREA IV CRITERIA FOR TRANSITIONAL JOBS**

- Clients must be unemployed and have at least one barrier to employment to be placed in a transitional job. Barriers to employment include displaced homemakers, low income individuals, Indians, Alaska Natives, and Native Hawaiians, individuals with disabilities, individuals 55 or older, ex-offenders, homeless individuals, English language learners, migrant and seasonal farmworkers, individuals within 2 years of exhausting lifetime eligibility under TANF, single parents, and long-term unemployed individuals.
- In order to be placed in a transitional job, clients must be chronically unemployed or have an inconsistent work history. Chronically unemployed is defined as having been unemployed for 16 weeks or longer or having been unemployed for at least 16 weeks of the past 52 weeks. Inconsistent work history is defined as having held 3 or more jobs in the last 52 weeks.
- Prior to being placed in a transitional job, the client must have received basic and individual career services, including an Individual Employment Plan
- Transitional jobs shall not be used to take the place of unsubsidized part-time or full-time employment
- Clients are limited to no more than 29 hours per week for 4 weeks, a total of 116 hours per transitional job. Clients could have successive transitional jobs but may not exceed 8 weeks or 232 hours per program year.
- Wages must be at a rate which is no less than the highest of one of the following standards: 1) federal minimum wage; 2) state minimum wage. The reimbursement amount for transitional jobs is 100%.
- Clients may be placed at a public, private for profit, or non-profit worksite. There is no expectation that the worksite will hire the client permanently.
- No client may be placed at a worksite if a member of the client's immediate family is directly supervised by or directly supervises that client.
- Clients may not be placed at a worksite to carry out the construction, operation, or maintenance of any part of any facility used for sectarian worship.

Title: Adult and Dislocated Worker Transitional Jobs Policy

Date: Adopted March 14, 2018

- Clients may not be placed at a worksite to participate in any partisan political activity. This includes but is not limited to lobbying, fund-raising, delivering speeches, assisting political meetings, distributing pamphlets, etc.
- Worksites must not have any other individual on layoff from the same or substantially equivalent positions. No permanent employees shall be displaced by a client participating in a transitional job.
- Worksites must provide a safe and healthy environment and adhere to the provisions of labor laws, all applicable laws, ordinances, codes of State, Federal, and local government as well as any special provisions pertaining to the WIOA regulations.
- The worksite must ensure that a supervisor is on-site and available to direct and oversee the work of the client when the client is present at the worksite. However, the worksite is not the employer of record.
- All supportive services available in the appropriate supportive service policy are available to clients in transitional jobs.
- Any exceptions to this policy must be approved by a committee consisting of at least two WA Senior Staff members.

Title: Adult and Dislocated Worker Training Policy

Date: Revised June 17, 2015

## **Workforce Alliance of South Central Kansas Adult and Dislocated Worker Training Policy**

### **LOCAL AREA IV CRITERIA FOR TRAINING PLAN APPROVAL**

Training may be available to assist participants in obtaining the requisite skills associated with demand occupations, as determined by the Local Workforce Development Board, in order to obtain permanent, unsubsidized employment in the Local Area IV labor market at a self-sufficient wage.

- Training may be provided only to participants who after an interview, evaluation, or assessment and career planning have been determined unable to obtain or retain permanent employment at self-sufficient wages or wages comparable to or higher than wages from previous employment through Career Services and have been assessed and found to have the necessary skills to complete training.
- Participants must have a high school diploma or GED prior to being placed in occupational skills training. Participants who do not have a high school diploma or GED prior to the commencement of training must participate in Adult Education and Literacy Activities in combination with their occupational skills training.
- Training funds must lead to a recognized post-secondary credential.
- Training will not be approved for positions with compensation based upon commission, unless the position includes a permanent base pay that is at or above the self-sufficient wage.
- Training costs for participants shall be the same as charged to any other enrollee.
- Training funds may be used for the last two years of a longer training program if the participant is unable to complete the training without WIOA assistance. Enrollment shall be based on successful achievement and progress to date.
- Participants must make application for other sources of training payment or reimbursement for which they may be eligible; including federal, state and local grants/assistance, scholarships, private grants, gifts, and educational assistance available from Community Based Organizations, before WIOA funds are approved.
- A participant's unmet financial need is determined by calculating the cost of attendance, minus Federal Pell Grant eligibility, minus financial aid from other sources. The total amount of training assistance the participant may receive may not exceed the participant's unmet needs.
- Scholarships are available for maximum of \$4,500 and for training programs completed within 2 years or less, with the exception of the following:
  - Aviation Manufacturing-\$6,000 ITA limit
  - Healthcare-\$6,000 ITA limit
  - Information Technology-\$5,000 ITA limit
- Any exceptions to this policy must be approved by a committee consisting of at least two WA Senior Staff members.
- Priority for training services under the Adult Program shall be given based on the WA Priority of Services Policy.
- ITAs are only available for training programs and training providers approved and appearing on the Eligible Training Provider list or Registered Apprenticeships.

Objective 4.24

Title: Adult and Dislocated Worker Training Policy, Attachment A

Date: Revised by the Workforce Alliance Board May 18, 2010

**Local Area IV Self-Sufficient Wage for Training**

For those in the Adult program, \$12.02 per hour or higher

For those in the Dislocated Worker program, \$15.38 per hour or higher

Title: Adult, Dislocated Worker, and Youth Credential Policy

Date: Revised June 17, 2015

## **Workforce Alliance of South Central Kansas Adult, Dislocated Worker and Youth Credential Policy**

Credential documents are recognized in accordance with the following:

A credential is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed or endorsed by employers.

### **1. Vocational & Other Training Providers**

- a) High school diploma, GED, or an associate or bachelor degree from a state education agency or a state agency responsible for administering vocational and technical education.
- b) A program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons
- c) Job Corps centers that issue certificates

### **2. Public & Private Schools, Colleges and Universities,**

High school diploma, GED, or an associate or bachelor degree issued by a currently accredited private or public institution, legally authorized to offer post-secondary education, and recognized by the Kansas Board of Regents, or other appropriate agency, as a duly accredited institution of higher learning.

### **3. Industry/Occupational Training & Apprenticeships**

Certificates of training/employment in this category include:

- a) Certificate from a public regulatory agency, upon an individual's fulfillment of educational, work experience, or skills requirements that are legally necessary for an individual to use an occupation or professions title or to practice an occupation or professions (e.g., FAA aviation mechanic certification)
- b) Certificate recognizing successful completion of a National and/or State registered apprenticeship program stating attainment of a skill level designation.
- c) Certificate from a professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification) or a product manufacturer or developer (e.g., Certified Novell Engineer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities

### **4. Other Competency or Skill Credentials**

For all circumstances regarding credentialing/certification not covered by the above options, approval must be sought from a committee consisting of at least two WA Senior Staff members.

## **Workforce Alliance of South Central Kansas Adult Needs Related Payments Policy**

Needs related payments may be available when necessary to enable a client to participate in training activities.

### **SECTION – I LOCAL AREA IV CRITERIA FOR NEEDS RELATED PAYMENTS APPROVAL**

- Needs related payments may only be provided when:
  - Client is participating in Training services, AND
  - the service is necessary to participate in training activities, AND
  - the client is in compliance with all aspects of the program.
  
- The WA reserves the right to make the determination that funds are limited. In the event of such a determination, services will be allocated using the WA Priority of Services Policy.

### **SECTION – II NEEDS RELATED PAYMENTS**

#### Needs Related Payments

Needs related payments differ from supportive services in that needs related payments provide financial assistance for the purpose of enabling clients to participate in training. Prior to offering needs related payments to a client, staff shall consult their supervisor. A gap analysis and resolution plan must be considered when considering needs related payments.

Needs related payments may be provided in the event the client cannot participate in training due to financial circumstances unrelated to the training. Clients may receive needs related payments while waiting to start a training program if they have been accepted into the training program and the training program begins within 30 calendar days.

All needs related assistance must meet the following conditions:

1. Client is unemployed
2. Client does not qualify for, or has ceased qualifying for unemployment compensation
3. Client is enrolled in a training program approved by the WA

Needs related payments are limited to the poverty level for an equivalent period.

## **Workforce Alliance of South Central Kansas Adult Supportive Services Policy**

Supportive services may be available when necessary to enable a client to participate in employment and training activities. The Supportive Services made available in this policy have been chosen due to their limited availability from other federal, state, local, and community based agencies.

### **SECTION – I LOCAL AREA IV CRITERIA FOR SUPPORTIVE SERVICE APPROVAL**

- Supportive services may only be provided when:
  - Client is participating in Career or Training services, AND
  - the service is necessary to participate in employment or training activities, AND
  - the client is in compliance with all aspects of the IEP.
  
- The WA reserves the right to make the determination that supportive service funds are limited. In the event of such a determination, supportive services will be allocated using the WA Priority of Services Policy.

### **SECTION – II SUPPORTIVE SERVICES**

#### **Transportation**

- Fuel assistance - available for clients who have a valid driver's license and access to a vehicle that has valid tags, registration, and insurance. The actual miles driven by the client must be documented using MapQuest or Rand McNally. Only the miles driven to and from the client's primary residence to a required activity or place of instruction will be reimbursed. The client must travel 10 or more miles round trip in a single day to receive fuel assistance. The current mileage reimbursement rate is \$0.35/mile, up to \$300.00 per month. Reimbursements will not be made for amounts less than \$50.00. Reimbursement amounts under \$50.00 will be held until the amount reaches \$50.00. Fuel assistance is limited to the first four months of training.

For SCSEP participants, fuel assistance is limited to no more than six months from SCSEP program participation.

When considering fuel assistance for training, if it would be less expensive to pay for the client's lodging, the least expensive option may be chosen.

- Bus Passes - the least expensive option, such as discounted passes or unlimited use passes, shall be used. Bus passes are limited to the first four months of training.

For SCSEP participants, bus passes are limited to no more than six months from SCSEP program participation.

- Car Repair - limited to a maximum of \$1,000 during program participation.
  - All car repairs must meet the following conditions:
    1. Client is the owner or co-owner of the vehicle

2. The vehicle's value is more than the cost of the car repair as determined by Kelley Blue Book ([www.kbb.com](http://www.kbb.com)) using the Private Party Value and the applicable condition of the vehicle in consultation with the repair shop providing the estimate for the car repair.
3. Client has valid driver's license and insurance
4. The vehicle has valid tags and registration
5. The requested repair is related to the function or safety of the vehicle, excluding preventative maintenance; e.g., no oil changes, repairs to stereo systems, cosmetic body work, etc.
6. Client obtains written estimates for the necessary repairs from three local repair shops
7. The repair must be done at a repair facility by a person employed by the facility, and who is certified for the type of repair performed

### Child and Dependent Care

- Child care assistance - funds may only be used to pay for child care assistance provided by an individual or center that is licensed. Child care assistance is limited to the first four months of training.

All child care assistance must meet the following conditions:

1. Legally dependent children under age thirteen
2. Not eligible for Federal, State, or local supported child care services
3. Care must be at the provider's address, not at the client's home
4. There is not an available legally responsible adult in the home
5. Child care payments are limited to the rates as established annually by the State of Kansas
6. The amount of child care assistance needed will be calculated based on the client's required seat time for training

### Employment Related Expenses

- Employment Related Expenses - limited to the cost of tools, protective clothing, uniforms, or shoes, necessary to secure offered employment or retain employment, or costs for securing required licenses and testing fees (not tuition). Comparison shopping must be conducted and documented by the client prior to purchase. The least expensive retailer shall be utilized; if employer mandates the retailer, documentation must be present to indicate such mandate.

### Subsistence

In order to receive subsistence assistance, the client must show a significant change in circumstances that would preclude participation in the IEP. Client must also propose a solution to ensure resolution.

- Housing assistance is limited to \$1,200 for a single occurrence, in a twelve month period. The lease or mortgage must be in the client's name. The amount to be paid must bring the client's account current.



- Utilities assistance is limited to \$1,000 for a single occurrence in a twelve month period, per utility. The utility must be in the client's name, and the amount to be paid must bring the client's account current. Utilities assistance is limited to natural gas, electricity, and water.
- Medical assistance is limited to \$1,000 in a twelve-month period for medically necessary prescriptions or procedures.

### **Additional Requirements**

- All supportive services requests must be accompanied by appropriate documentation (e.g. utility bill, repair estimate, etc.). Documentation and justification shall be maintained in the client file.

### **Exceptions**

Any exceptions to this policy must be approved by a committee consisting of at least two WA Senior Staff members.

Title: Apprenticeship Training Policy

Date: Adopted by the Workforce Alliance Board January 15, 2020

## **Workforce Alliance of South Central Kansas Apprenticeship Training Policy**

Apprenticeship is an employer-driven training model that combines on-the-job training with related technical instruction. Apprenticeship training may be available to assist participants in obtaining the requisite skills associated with demand occupations, as determined by the Local Workforce Development Board, in order to obtain permanent, unsubsidized employment in the Local Area IV labor market at a self-sufficient wage.

- Apprenticeship Training may be provided only to participants who are unemployed or unable to obtain or retain permanent employment at self-sufficient wages and have been assessed and found to have the necessary skills to complete training. If employers want to upskill existing workers using apprenticeship or other training options, it must fall within the guidelines of the Work Based Training policy.
- Participants must be determined eligible for applicable programs prior to beginning apprenticeship activities. Participants must have a high school diploma, GED, or meet the employer's hiring requirements prior to being placed in training.
- Training will not be approved for positions with compensation based upon commission, unless the position includes a permanent base pay that is at or above the self-sufficient wage.
- Training costs for participants shall be the same as charged to any other enrollee.
- Training funds may be used for the first year that an apprentice participates in an apprenticeship and must lead to a recognized credential at the end of the first year of training.
- Participants must make application for other sources of training payment or reimbursement for which they may be eligible; including federal, state and local grants/assistance, scholarships, private grants, gifts, and educational assistance available from Community Based Organizations, before funds are approved.
- A participant's unmet financial need is determined by calculating the required cost of the apprenticeship, minus other sources of funding, minus financial aid from other sources. The total amount of training assistance the participant may receive may not exceed the participant's unmet needs.
- Training assistance may be available for out of pocket costs that are required for the apprenticeship. Out of pocket costs may include required cost of tuition, regular student fees, books, supplies, tools, uniforms and other costs required to be paid by the apprentice for the apprenticeship program. The training assistance only applies to the first year an apprentice participates in an apprenticeship program. Training assistance under the WIOA program follows the ITA limits identified in the Adult and Dislocated Worker Training Policy. For other programs the limits are set by program. This shall be dependent on funding availability and if allowed under grant funding.
- Apprenticeships may be combined with other training types if allowable.
- Any exceptions to this policy must be approved by a committee consisting of at least two WA Senior Staff members.
- Priority for training services under the Adult Program shall be given based on the WA Priority of Services Policy.
- ITAs are only available for training programs and training providers approved and appearing on the Eligible Training Provider list or Registered Apprenticeships.

## **Workforce Alliance of South Central Kansas Dislocated Worker Needs Related Payments Policy**

Needs related payments may be available when necessary to enable a client to participate in training activities.

### **SECTION – I LOCAL AREA IV CRITERIA FOR NEEDS RELATED PAYMENTS APPROVAL**

- Needs related payments may only be provided when:
  - Client is participating in Training services, AND
  - the service is necessary to participate in training activities, AND
  - the client is in compliance with all aspects of the IEP.
  
- The WA reserves the right to make the determination that funds are limited. In the event of such a determination, services will be allocated using the WA Priority of Services Policy.

### **SECTION – II NEEDS RELATED PAYMENTS**

#### Needs Related Payments

Needs related payments differ from supportive services in that needs related payments provide financial assistance for the purpose of enabling clients to participate in training. Prior to offering needs related payments to a client, staff shall consult their supervisor. A gap analysis and resolution plan must be considered when considering needs related payments.

Needs related payments may be provided in the event the client cannot participate in training due to financial circumstances unrelated to training. Clients may receive needs related payments while waiting to start a training program if they have been accepted into the training program, and the training program begins within 30 calendar days.

All needs related payments assistance must meet the following conditions:

1. Client is unemployed and has ceased qualifying for unemployment compensation or trade readjustment allowance under the TAA programs, and is enrolled in a training program approved by the WA by the end of the 13<sup>th</sup> week after the most recent layoff that resulted in their eligibility as a dislocated worker, or, if later, by the end of the 8<sup>th</sup> week after the worker is informed that a short term layoff will exceed 6 months.
- OR**
2. Client is unemployed and did not qualify for unemployment compensation or trade readjustment assistance under TAA.

Needs related payments are limited to the following

1. For clients who were eligible for unemployment compensation, the payment may not exceed the applicable weekly level of the unemployment compensation benefit
2. For clients who did not qualify for unemployment compensation, the weekly payment may not exceed the poverty level for an equivalent period.

## **Workforce Alliance of South Central Kansas Dislocated Worker Supportive Services Policy**

Supportive services may be available when necessary to enable a client to participate in employment and training activities. The Supportive Services made available in this policy have been chosen due to their limited availability from other federal, state, local, and community based agencies.

### **SECTION – I LOCAL AREA IV CRITERIA FOR SUPPORTIVE SERVICE APPROVAL**

- Supportive services may only be provided when:
  - Client is participating in Career or Training services, AND
  - the service is necessary to participate in employment or training activities, AND
  - the client is in compliance with all aspects of the IEP.
- The WA reserves the right to make the determination that supportive services funds are limited. In the event of such a determination, supportive services will be allocated using the WA Priority of Services Policy.

### **SECTION – II SUPPORTIVE SERVICES**

#### Transportation

- Fuel assistance - available for clients who have a valid driver's license and access to a vehicle that has valid tags, registration, and insurance. The actual miles driven by the client must be documented using MapQuest or Rand McNally. Only the miles driven to and from the client's primary residence to a required activity or place of instruction will be reimbursed. The client must travel 10 or more miles round trip in a single day to receive fuel assistance. The current mileage reimbursement rate is \$0.35/mile, up to \$300.00 per month. Reimbursements will not be made for amounts less than \$50.00. Reimbursement amounts under \$50.00 will be held until the amount reached \$50.00.

When considering fuel assistance for training, if it would be less expensive to pay for the client's lodging, the least expensive option may be chosen.

- Bus Passes - the least expensive option, such as discounted passes or unlimited use passes, shall be used.
- Car Repair - limited to a maximum of \$1,000 during program participation.  
All car repairs must meet the following conditions:
  1. Client is the owner or co-owner of the vehicle
  2. The vehicle's value is more than the cost of the car repair as determined by Kelley Blue Book ([www.kbb.com](http://www.kbb.com)) using the Private Party Value and the applicable condition of the vehicle in consultation with the repair shop providing the estimate for the car repair.
  3. Client has valid driver's license and insurance
  4. The vehicle has valid tags and registration

5. The requested repair is related to the function or safety of the vehicle, excluding preventative maintenance; e.g., no oil changes, repairs to stereo systems, cosmetic body work, etc.
6. Client obtains written estimates for the necessary repairs from three local repair shops
7. The repair must be done at a repair facility by a person employed by the facility, and who is certified for the type of repair performed

### Child and Dependent Care

- Child care assistance - funds may only be used to pay for child care assistance provided by an individual or center that is licensed.

All child care assistance must meet the following conditions:

1. Legally dependent children under age thirteen
2. Not eligible for Federal, State, or local supported child care services
3. Care must be at the provider's address, not at the client's home
4. There is not an available legally responsible adult in the home
5. Child care payments are limited to the rates as established annually by the State of Kansas
6. The amount of child care assistance needed will be calculated based on the client's required seat time for training

### Employment Related Expenses

- Employment Related Expenses - limited to the cost of tools, protective clothing, uniforms, or shoes, necessary to secure offered employment or retain employment, or costs for securing required licenses and testing fees (not tuition). Comparison shopping must be conducted and documented by the client prior to purchase. The least expensive retailer shall be utilized; if employer mandates the retailer, documentation must be present to indicate such mandate.

### Subsistence

In order to receive subsistence assistance, the client must show a significant change in circumstances that would preclude participation in the IEP. Client must also propose a solution to ensure resolution.

- Housing assistance is limited to \$1,200 for a single occurrence, in a twelve-month period. The lease or mortgage must be in the client's name. The amount to be paid must bring the client's account current.
- Utilities assistance is limited to \$1,000 for a single occurrence in a twelve-month period, per utility. The utility must be in the client's name, and the amount to be paid must bring the client's account current. Utilities assistance is limited to natural gas, electricity, and water.
- Medical assistance is limited to \$1,000 in a twelve-month period for medically necessary prescriptions or procedures.

Additional Requirements

All supportive services requests must be accompanied by appropriate documentation (e.g. utility bill, repair estimate, etc.). Documentation and justification shall be maintained in the client file.

Exceptions

Any exceptions to this policy must be approved by a committee consisting of at least two WA Senior Staff members.

Title: Eligibility Determination Policy for WIOA Adult Program

Date: Revised June 17, 2015

## **Workforce Alliance of South Central Kansas Eligibility Determination Policy for WIOA Adult Program**

**I. Background and Purpose:** The integration of staff representing partners within a Workforce Center providing services from varying programs with different eligibility requirements creates a need to formulate customer service flow in a manner that expedites service and meets compliance requirements for the participating partner programs. Additionally, each Local Board is responsible for setting self-sufficiency standards for program eligibility.

**II. Policy:** It is the policy of the Workforce Alliance to determine eligibility for WIOA programs for all Adult customers who receive WIOA funded staff assisted career services beyond informational activities. The Local Board periodically determines the self-sufficiency standard for Adult program eligibility. Any exception must be approved by a committee consisting of at least two WA Senior Staff members.

Adults must meet all the below criteria to be eligible to receive career services:

- Age 18 or over
- Compliant with Selective Service requirements
- Eligible to work in the United States

Adults must meet the below criteria to be eligible to receive individualized career services:

- Be in need of individualized career services in order to obtain employment or retain employment

Adults must meet all the below criteria to be eligible to receive training services:

- Meet the eligibility requirements for career services
- After an interview, evaluation, or assessment, and career planning are:
  - Unlikely or unable to retain employment that leads to self-sufficiency or wages comparable to or higher than wages from previous employment through career services
  - In need of training services to obtain or retain employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment
  - Have the skills and qualifications to participate successfully in training services
- Selected a program of training services that is directly linked to employment opportunities either in the local area or in another local area where the individual is willing to relocate
- Unable to obtain grant assistance from other sources to pay the cost of training, including such sources as State funded training funds, Trade Adjustment Assistance, Federal Pell Grants established under Title IV of the Higher Education Act of 1965, or require WIOA assistance in addition to other sources of grant assistance, including Federal Pell Grants

Priority of Service should be given to recipients in accordance with the Priority of Service Policy.

**III. Senior Community Service Employment Program:** The Workforce Alliance deems eligible participants in the SCSEP eligible for the WIOA Adult Program.

**IV. Procedures:** Staff will determine eligibility for the WIOA Adult program or refer to a partner program if appropriate. WIOA self-sufficiency standards are found in the following attachments:

Attachment A: Self Sufficiency Standards

Title: Eligibility Determination Policy for WIOA Adult Program, Attachment A

Date: Revised June 17, 2015

## **Attachment A Self Sufficiency Standards**

Self sufficiency for the Adult program is no higher than \$12.02 per hour or \$25,001.15 per year.



Title: Eligibility Determination Policy for WIOA Dislocated Worker Program

Date: Revised June 17, 2015

## **Workforce Alliance of South Central Kansas Eligibility Determination Policy for WIOA Dislocated Worker Program**

**I. Background and Purpose:** The integration of staff representing partners within a Workforce Center providing services from varying programs with different eligibility requirements creates a need to formulate customer service flow in a manner that expedites service and meets compliance requirements for the participating partner programs. Additionally, each Local Board is responsible for setting self-sufficiency standards for program eligibility.

**II. Policy:** It is the policy of the Workforce Alliance to determine eligibility for WIOA programs for all Dislocated Worker customers who receive WIOA funded staff assisted career services beyond informational services. The Local Board periodically determines the self-sufficiency standard for Dislocated Worker program eligibility. Any exceptions to this policy must be approved by a committee consisting of at least two WA Senior Staff members.

Dislocated Workers must meet all the below criteria to be eligible to receive career services:

- Age 18 or over
- Compliant with Selective Service requirements
- Eligible to work in the United States
- One of the following Dislocated Worker options
  - Has been terminated or laid off, or has received a notice of termination or layoff from employment; and is eligible for, or has exhausted entitlement to unemployment compensation; or has been employed for a duration sufficient to demonstrate attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that was not covered under a State unemployment compensation law; and is unlikely to return to a previous industry or occupation
  - Has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff, at a plant, facility or enterprise
  - Is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days
  - For non-individualized career services only, is employed at a facility at which the employer has made a general announcement that such facility will close
  - An individual who is self-employed (including employment as a farmer, rancher, or fisherman), but is unemployed as a result of a natural disaster, or “economic conditions” in the community where the individual resides
  - An individual who has been providing unpaid services to family members in the home; and who has been dependent on the income of another family member but is no longer supported by that income; and is unemployed or underemployed and is experiencing difficulty obtaining or upgrading employment
  - An individual who has been providing unpaid services to family member in the home and who is the dependent spouse of a member of the Armed Forces on active duty and who family income is significantly reduced because of a deployment, a call or order to active duty, a permanent change of station, or the service-connected death or disability of the member and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment

## Title: Eligibility Determination Policy for WIOA Dislocated Worker Program

Date: Revised June 17, 2015

- Is the spouse of a member of the Armed Forces on active duty and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member
- A spouse who leaves his/her job to follow his/her spouse to a new duty assignment might be considered a dislocated worker if the spouse has been terminated or laid off, or has received a notice of termination or layoff from employment; or the spouse is unable to continue an employment relationship due to the service member's permanent change of military station; or the spouse loses employment as a result of the spouse's discharge from the military; and is eligible for or has exhausted entitlement to unemployment compensation; or has been employed for a duration sufficient to demonstrate attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that was not covered under a State unemployment compensation law; and is unlikely to return to a previous industry or occupation

Dislocated Workers must meet the below criteria to be eligible to receive individualized career services:

- Be in need of individualized career services in order to obtain employment or retain employment

Dislocated Workers must meet all the below criteria to be eligible to receive training services:

- Meet the eligibility requirements for career services
- After an interview, evaluation, or assessment, and career planning are:
  - Unlikely or unable to retain employment that leads to self-sufficiency or wages comparable to or higher than wages from previous employment through career services
  - In need of training services to obtain or retain employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment
  - Have the skills and qualifications to participate successfully in training services
- Selected a program of training services that is directly linked to employment opportunities either in the local area or in another local area where the individual is willing to relocate
- Unable to obtain grant assistance from other sources to pay the cost of training, including such sources as State funded training funds, Trade Adjustment Assistance, Federal Pell Grants established under Title IV of the Higher Education Act of 1965, or require WIOA assistance in addition to other sources of grant assistance, including Federal Pell Grants

**III. Procedures:** Staff will determine eligibility for the WIOA Dislocated Worker program or refer to a partner program if appropriate. WIOA self-sufficiency standards are found in the following attachments:

Attachment A: Self Sufficiency Standards

Title: Eligibility Determination Policy for WIOA Dislocated Worker Program, Attachment A  
Date: Revised June 17, 2015

## **Attachment A Self Sufficiency Standards**

Self sufficiency for the Dislocated Worker program is no higher than \$15.38 per hour or \$31,990.40 per year; or up to 80% of the participant's pre-dislocation wages.

Title: Eligibility Determination Policy for WIOA Youth Program

Date: Issued April 01, 2015

## **Workforce Alliance of South Central Kansas Eligibility Determination Policy for WIOA Youth Program**

**I. Background and Purpose:** The integration of staff representing partners within a Workforce Center providing services from varying programs with different eligibility requirements creates a need to formulate customer service flow in a manner that expedites service and meets compliance requirements for the participating partner programs.

**II. Policy:** It is the policy of the Workforce Alliance to determine eligibility for WIOA programs for all Youth customers who receive a service beyond eligibility determination. Any exceptions, including use of the five percent exception, must be approved by a committee consisting of at least two WA Senior Staff members.

For any given program year, at least 75% of the funds allocated to the youth program shall be used to serve out of school youth. Additionally, at least 20% of the funds allocated to the youth program shall be used to provide paid or unpaid work experiences, summer employment opportunities and other opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.

Out of School Youth must meet all the below criteria:

- Between the ages of 16 and 24
- Not attending any school
- Compliant with Selective Service requirements
- Eligible to work in the United States
- One of the following options
  - School dropout
  - A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter
  - An individual who is subject to the juvenile or adult justice system
  - A homeless individual, homeless child, or youth
  - A runaway
  - In foster care or has aged out of the foster care system
  - A child eligible for assistance under Section 477 of the Social Security Act
  - An out of home placement
  - Pregnant
  - Parenting
  - Individual with a disability
  - Recipient of a secondary school diploma or its recognized equivalent and is low income and basic skills deficient or an English language learner
  - Low income individual who requires additional assistance to enter or complete an educational program or to secure and hold employment

Title: Eligibility Determination Policy for WIOA Youth Program

Date: Issued April 01, 2015

In School Youth must meet all the below criteria:

- Between the ages of 14 and 21
- Attending school
- Compliant with Selective Service requirements
- Eligible to work in the United States
- Low income
- One of the following options
  - Basic skills deficient
  - An English language learner
  - Offender
  - A homeless individual, homeless child or youth
  - A runaway
  - In foster care or has aged out of the foster care system
  - A child eligible for assistance under Section 477 of the Social Security Act
  - An out of home placement
  - Pregnant
  - Parenting
  - Individual with a disability
  - Individual who requires additional assistance to complete an educational program or to secure and hold employment
    - Eligibility under this option is limited to 5% of in school youth

**III. Procedures:** Staff will gather information for eligibility determination for the WIOA Youth program or refer to a partner if appropriate. WIOA eligibility requirements and acceptable documentation standards are found in the appropriate protocols.

Title: Priority of Service for Veterans and Eligible Spouses Policy  
Date: Revised June 17, 2015

## **Workforce Alliance of South Central Kansas Priority of Service for Veterans and Eligible Spouses Policy**

### **Introduction**

The requirement to provide priority of service applies to all Workforce Innovation and Opportunity Act (WIOA) and Wagner-Peyser funded activities, including technology-assisted activities; the Senior Community Service Employment Program (SCSEP); and any other current or future qualified job training program. All program activities, regardless of how they are procured, must be administered in compliance with priority of service requirements.

### **Understanding What it Means to Provide Priority of Service**

Priority of service means that veterans and eligible spouses are given priority over non-covered persons for the receipt of employment, training, and placement services provided under a qualified job training program. Priority means that veterans and eligible spouses are entitled to precedence over non-covered persons for services. This means that a veteran or an eligible spouse either receives access to a service earlier in time than a non-covered person or, if the resource is limited, the veteran or eligible spouse receives access to the service instead of or before the non-covered person.

For a service such as classroom training, priority of service applies to the selection procedure, as follows. First, if there is a waiting list for the formation of a training class, priority of service is intended to require a veteran or eligible spouse to go to the top of that list. Second, priority of service applies up to the point at which an individual is both: a) approved for funding, and, b) accepted or enrolled in a training class. Therefore, once a non-covered person has been both approved for funding and accepted/ enrolled in a training class, priority of service is not intended to allow a veteran or eligible spouse who is identified subsequently to "bump" the non-covered person from that training class.

### **Identifying Veterans and Eligible Spouses**

Veterans and eligible spouses must be given the opportunity to identify themselves at the point of entry to the system or program, and veterans and eligible spouses must be given the opportunity to take full advantage of the priority. When identifying veterans and eligible spouses, veterans and eligible spouses must be made aware of:

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

### **Eligibility for Priority of Service**

Veterans and eligible spouses, including widows and widowers as defined in the statute and regulations, are eligible for priority of service. For the purposes of implementing priority of service, the broad definition of veteran found in 38 U.S.C. 101(2) is used:

Title: Priority of Service for Veterans and Eligible Spouses Policy

Date: Revised June 17, 2015

- Veteran
  - A person who served at least one day in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2).
  
- Active service
  - Includes full-time Federal service in the National Guard or a Reserve component. Active service does not include full-time duty performed strictly for training purposes (i.e., that which often is referred to as "weekend" or "annual" training), nor does it include full-time active duty performed by National Guard personnel who are mobilized by State rather than Federal authorities.
  
- Eligible spouse defined at section 2(a) of the JVA (38 U.S.C. 4215[a]) means the spouse of any of the following:
  - Any veteran who died of a service-connected disability
  - Any member of the Armed Forces serving on active duty who, at the time of application for the priority, is listed in one or more of the following categories and has been so listed for a total of more than 90 days.
    - Missing in action
    - Captured in the line of duty by a hostile force
    - Forcibly detained or interned in the line of duty by a foreign government or power
  - Any veteran who has a total disability resulting from a service-connected disability, as evaluated by the Department of Veterans Affairs.
  - Any veteran who died while a disability was in existence
    - A spouse whose eligibility is derived from a living veteran or service member would lose his or her eligibility if the veteran or service member were to lose the status that is the basis for the eligibility (e.g. if a veteran with a total service-connected disability were to receive a revised disability rating at a lower level). Similarly, for a spouse whose eligibility is derived from a living veteran or service member, that eligibility would be lost upon divorce from the veteran or service member.

The priority of service regulations refer to those veterans and spouses who are eligible for priority of service as "covered persons" and refer to those not eligible for priority of service as "non-covered persons." In the interest of specificity, this policy refers to those eligible as "veterans and eligible spouses." However, in the interest of brevity, this policy also adopts the regulatory terminology by referring to those who are not eligible as "non-covered persons."

### **Verifying Status**

It is neither necessary nor appropriate to require verification of the status of a veteran or eligible spouse at the point of entry, unless the individual who self-identifies as a veteran or eligible spouse:

Title: Priority of Service for Veterans and Eligible Spouses Policy

Date: Revised June 17, 2015

- is to immediately undergo eligibility determination and be registered or enrolled in a program, and
- the applicable program requires verification of veteran or eligible spouse status at that time

Even in those instances in which eligibility determination and enrollment occur at the point of entry, a veteran or eligible spouse should be enrolled and provided immediate priority and then be permitted to follow-up subsequently with any required verification of his or her status as a veteran or eligible spouse. For programs or services that cannot rely on self-attestation (e.g., classroom training), verification only needs to occur at the point at which a decision is made to commit outside resources to one individual over another. In contrast, the commitment of staff effort does not require verification of status by a veteran or eligible spouse. For example, if a veteran or eligible spouse self-identifies, staff should be permitted to deliver any appropriate career services, while permitting the veteran or eligible spouse to follow-up subsequently with verification of his or her status.

### **Applying Priority of Service**

The application of priority of service varies by program depending on the eligibility requirements of the particular program. Qualified job training programs fall into two basic categories: universal access programs and programs that require prospective participants to meet specified eligibility criteria. The first two subsections below describe how priority of service applies to these two basic types of programs.

- Universal access programs
  - For programs that operate or deliver services to the public as a whole without targeting specific groups, veterans and eligible spouses must receive priority of service over all other program participants. For example, the primary universal access services are the "career" services delivered through the One-Stop system under the Wagner-Peyser and WIOA programs. Veterans and eligible spouses receive the first level of priority in universal access programs.
- Programs with Eligibility Criteria
  - Eligibility criteria identify basic conditions that each and every participant in a specific program is required to meet. For example, for the Senior Community Service Employment Program (SCSEP) every participant is required to meet four criteria: a) age 55 or over; b) low-income; c) resident of a designated area; and, d) not job- ready. It is important to note that a veteran or eligible spouse must first meet any and all of the statutory eligibility criteria in order to be considered eligible for: a) enrollment in the program; b) receipt of priority for enrollment in the program; and c) priority for receipt of services.

In addition to the eligibility criteria that all participants are required to meet, some programs also have priorities that establish a rank order to be observed in enrolling or serving participants. These priorities can be of two types: a) statutory; or, b) discretionary. The following two subsections provide guidance on how priority of service interacts with these two types of priorities.



Title: Priority of Service for Veterans and Eligible Spouses Policy

Date: Revised June 17, 2015

- Programs with Statutory Priorities
  - Some programs are required by law to provide a priority or preference for a particular group of individuals or require the program to spend a certain portion of program funds on a particular group of persons. An example of this type of priority is the priority for low-income individuals and for recipients of public assistance for the WIOA adult formula programs. For programs with this type of mandatory priority, program operators must determine the status of each individual veteran or eligible spouse and apply priority of service as described below:
    - Veterans and eligible spouses who meet the mandatory priorities or spending requirement or limitation must receive the highest level of priority for the program or service.
    - Non-covered persons who meet the program's mandatory priority or spending requirement or limitation then receive the second level of priority for the program or service.
    - Veterans and eligible spouses outside the program-specific mandatory priority or spending requirement or limitation then receive the third level of priority for the program or service.
    - Non-covered persons outside the program-specific mandatory priority or spending requirement or limitation then receive the fourth level of priority for the program or service.
- Programs with Discretionary Priorities
  - Some qualified job training programs may include a focus on a particular group or make efforts to provide a certain level of service to a particular group without the authorizing law specifically mandating that the target group be served before other eligible individuals. Because a discretionary focus of this type is not a statutorily mandated priority or targeting requirement, veterans and eligible spouses must receive the highest priority for programs or services with a discretionary targeting requirement. Non-covered persons within the discretionary targeting group then receive the second level of priority. Non-covered persons outside the discretionary targeting group receive the third level of priority. With respect to priority of service, the only feature that distinguishes discretionary targeting programs from universal access programs is the additional application of the discretionary targeting criterion to the non-covered persons. Therefore, for veterans and eligible spouses, priority of service applies to discretionary targeting programs and services the same way that it applies to universal access programs, i.e., veterans and eligible spouses first.

### Exceptions

No exceptions to this policy will be allowed.

Title: Priority of Service Policy

Date: Revised June 17, 2015

## **Workforce Alliance of South Central Kansas Priority of Service Policy**

**Background:** Section 134 of WIOA specifies that priority will be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient.

**Policy:** Priority of Service for career and training services in LAIV shall be given as follows:

1. Receives or is a member of a family who is receiving or in the past six months has received SNAP, TANF, Supplemental Security Income, or state or local income based public assistance
2. Member of a family with a total family income that does not exceed the poverty line or 70% of the lower living standard income level
3. Homeless
4. Receives or is eligible to receive free or reduced school lunches
5. Foster child
6. Individual with a disability whose own income does not exceed the poverty line or 70% of the lower living standard income level, but who is a member of a family whose income does not meet the requirements
7. Basic skills deficient defined as: An individual who is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society

Definitions and documentation requirements regarding Priority of Service are found in the Priority of Service Supporting Documentation Requirements Protocol.

**This policy applies only to the WIOA Adult Program.**

Other funding streams or programs are not subject to Priority of Service determinations by WIOA.

Title: Senior Community Service Employment Program Participant Termination Policy  
 Date: Revised by the Workforce Alliance Board February 13, 2019

## **Workforce Alliance of South Central Kansas Senior Community Service Employment Program Participant Termination Policy**

There are six (6) reasons a participant may be involuntarily terminated from the Senior Community Service Employment Program (SCSEP). The reasons are listed below along with an explanation. This policy will be followed fairly and equitably when involuntarily terminating participants. Participants will not be terminated based on age as there is no upper age limit for participation in SCSEP. Except as noted below in the case of serious violations, participants will receive progressive discipline and an opportunity for corrective action before a formal termination notice is issued. In all cases, participants will receive a 30 day termination letter notifying them of the exit date, reason for termination, and the right to appeal under the Workforce Alliance of South Central Kansas Grievance and Complaint Policy. A copy of the policy will be attached to the termination letter. Participants will receive both a copy and a verbal explanation of the SCSEP Participant Termination Policy during orientation. This policy is based on the Older Americans Act Amendments of 2006 and the SCSEP Final Rule, effective on October 1, 2010.

### **Types of Involuntary Terminations**

A participant may be involuntarily terminated from SCSEP for six (6) reasons. The reasons are:

- Knowingly providing false information during the eligibility process
- Incorrectly determined eligible at enrollment or an annual recertification
- Determined no longer eligible at recertification
- Reaching the maximum 48 months participation limit
- Becoming employed during enrollment
- For cause, including refusing to accept a reasonable number of job offers or referrals to unsubsidized employment based on the Individual Employment Plan (IEP), with no extenuating circumstances hindering the participant from moving to unsubsidized employment

#### Knowingly Providing False Information During the Eligibility Process

A participant may be terminated for fraudulent actions, such as intentionally providing inaccurate information to qualify for SCSEP. If this occurs, the participant will be placed on leave without pay immediately, and a 30 day notification of termination will be sent.

#### Incorrectly Determined Eligible

A participant will be terminated if found ineligible for participation, through no fault of the participant, in SCSEP either after enrollment or after an annual recertification. A participant may be enrolled or deemed eligible for continued enrollment based on an error in determining program eligibility, e.g. income may be recorded or calculated inaccurately. When this occurs, the participant will be notified of the error and immediately sent a 30 day notification of termination letter. The participant will be able to continue participating in the program until the exit date noted in the letter.

Title: Senior Community Service Employment Program Participant Termination Policy

Date: Revised by the Workforce Alliance Board February 13, 2019

#### Determined No Longer Eligible at Recertification

Annually, or more frequently if there is a substantial change in circumstances, each participant is recertified to determine if he or she continues to be eligible to participate in SCSEP. During the recertification, a participant may be determined no longer eligible due to a change in eligibility criteria such as income, change in disability status, employment status, and number of household members. The participant will be notified and immediately sent a 30 day notification of termination letter. The participant will be able to continue participating in the program until the exit date noted in the letter.

#### Reaching the 48 Month Participation Limit

A participant will be terminated when he or she meets the 48 month maximum participation limit. The participant receives notification of this limit prior to enrollment in the program and again 30 days before the 48 month maximum participation limit is reached. Prior to reaching the limit a plan to transition the participant to unsubsidized employment or other assistance will be developed.

Participants with particular barriers are allowed a one-time program participation extension of 12 months. The barriers to be eligible to receive this one-time 12 month extension are severe disability, frail, 75 or older, meets Social Security age requirements but does not receive Social Security benefits, lives in an area of persistent unemployment and has severely limited employment prospects, limited English proficient, or low literacy skills. Any participant that has reached the 48 month limit and can document that they meet one of the barrier categories will be allowed to extend their program participation by 12 months.

#### Becoming Employed During Enrollment

To qualify for enrollment in SCSEP, a participant has to be unemployed. All participants are informed that they must be unemployed while participating in the program and to notify a SCSEP staff member immediately upon gaining employment. A participant who is discovered to be employed while enrolled, without having notified the program of the employment, will be terminated from the program. If this occurs, the participant will be placed on leave without pay immediately, and a 30 day notification of termination will be sent.

#### For Cause

There are several reasons to terminate a participant "for cause." When warranted, a participant may be terminated for certain behaviors. The following are specific reasons; however, other similar reasons that demonstrate willful misconduct or an intentional disregard of program rules may cause involuntary termination:

- IEP related reasons: Refusing to accept a reasonable number of job offers or referrals to unsubsidized employment, or for not complying with the IEP. A participant may be subject to disciplinary action up to and including termination when he or she refuses a total of three job offers, referrals to job openings, or fails to follow through with objectives to achieve goals based on the IEP. If the participant fails, without good cause, to cooperate fully to accomplish the goals of his or her service strategy,

Page 2 of 5

"Equal Opportunity Employer/Program - Auxiliary aids and services are available upon request to individuals with disabilities. Any individual with a disability may request accommodations by contacting the Disability Resource Coordinator at the Workforce Centers, 316-771-6800, TDD: 711 or 1-800-766-3777, (admin@workforce-ks.com)."

Title: Senior Community Service Employment Program Participant Termination Policy

Date: Revised by the Workforce Alliance Board February 13, 2019

an IEP related termination “for cause” may be in order. Examples of a lack of cooperation to accomplish IEP service strategies may include but are not limited to the following when provided for in the participant’s IEP:

- Refusing to search for a job
  - Sabotaging a job interview. For example, a participant tells the interviewer that he or she is not interested in the job or tells the interviewer that he or she is not qualified
  - Refusing to or not fully participating in training opportunities
  - Refusing to transfer to a new community service training assignment
  - Refusing to register at the One-Stop/Job Service Center
  - Refusing to take advantage of Workforce Investment Act opportunities
  - Refusing to accept, or a lack of follow through in, obtaining supportive services that will enhance the participant’s ability to participate in a community service assignment consistent with their IEP
  - Refusing to cooperate with IEP related referrals
  - Refusal to cooperate with the assessment or IEP process
- Non IEP related reasons:
    - Refusal to cooperate in recertifying eligibility. For example, refusing to provide required documentation to determine continued eligibility or refusing to attend or be available for the recertification appointment
    - Failure or refusal to perform assigned duties. For example, refusing without good cause to do assignments that are part of the training description and required to increase skills and knowledge
    - Falsification of official records, such as timesheets. For example, intentionally signing the signature of the host agency supervisor on a timesheet or other official document, or including hours on a time sheet that are not accurate
    - Intentional disclosure of confidential or private information obtained from the host agency, grantee, or local project. For example, informing others of information that is supposed to be kept private or confidential
    - Frequent tardiness or unauthorized absences, including reporting to the assignment late or not reporting to the assignment without notifying the supervisor. Generally, three instances of absence without good cause or without proper notice may warrant termination
    - Insubordination, defined as intentionally refusing to carry out the direction or instructions of a host agency supervisor or SCSEP staff member, provided there were no extenuating circumstances and the directions or instructions were reasonable
    - Workplace harassment or discrimination on the basis of sex, race, color, religion, national origin, age, marital status, or disability
    - Obscene, abusive, harassing, or threatening language or behavior
    - Physical violence or intentional destruction of property. For example, being violent, threatening violence, or carrying out threats that physically harm individuals or property

Page 3 of 5

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Title: Senior Community Service Employment Program Participant Termination Policy

Date: Revised by the Workforce Alliance Board February 13, 2019

- Theft, meaning illegally taking or withholding the property of another without permission
- Causing an imminent threat to the health or safety of the participant or others
- Non-compliance with drug and alcohol free policy, which prohibits participants from consuming, selling, purchasing, manufacturing, distributing, possessing or using any illegal or non-prescribed drug, from being under the influence of alcohol or drugs while performing their host agency assignment, or while carrying out objectives required by the IEP. Legally prescribed medications are excluded if they do not affect the participant's ability to perform his or her duties or compromise the safety of the participant or others
- Exceeding approved leave without pay by failing to return from an approved break by the required date without due notice or good cause

### **Participant Corrective Action and Warning**

Participants will be given opportunities to correct behavior, or to comply with IEP requirements, except in cases involving serious harm or imminent threat to health, safety, property, etc. At any point, if a participant makes positive progress or the participant's lack of action is justified, corrective action will be discontinued. The following steps for corrective action will be taken:

- **Step 1: First Formal Warning**  
If a participant displays behavior outlined in the reasons under "for cause" terminations or refuses to comply with IEP requirements, the participant will be given a verbal warning and counseled to correct his or her actions. Absent extenuating circumstances, the participant will be informed in writing by the Program Manager of the requirement to correct his or her behavior
- **Step 2: Second Formal Warning**  
When a participant for a second time displays behavior outlined in the reasons under "for cause" terminations or refuses to comply with IEP requirements, the participant will be verbally warned and counseled to correct his or her actions. Absent extenuating circumstances, the Program Manager will send the participant a written warning that he or she has 30 days from the date of the letter to correct his or her behavior. In the case of an IEP violation, the participant may be directed to complete specific IEP related tasks. The written warning will include a statement that failure to make improvement or complete the IEP related tasks will result in termination
- **Step 3: When a participant does not make improvement in his or her actions or for a third time displays behavior outlined in the reasons under "for cause" terminations, a letter will be sent notifying the participant that he or she will be exited 30 days from the date of the letter**

For example, a participant's training goal is to become computer literate in preparation for a clerical position. First the Workforce Professional (WP) identified a community service assignment at the library but the participant refused it because she wouldn't have her own cubicle, she would be in an open area, so she turned down that opportunity. Next, the WP identified a training site in a school, but the participant turned down that opportunity. Finally, the WP

Title: Senior Community Service Employment Program Participant Termination Policy

Date: Revised by the Workforce Alliance Board February 13, 2019

tried the local museum, and the participant refused the training assignment at the museum, too. The WP spoke with the participant, and she had no legitimate reason for refusing the training offered at various assignments. After the first refusal, the WP asked the Program Manager to send the participant the first written warning letter. The Program Manager then sent her the second warning letter stating that she risked being terminated if she continued to fail to follow her IEP or to take corrective action. When the participant turned down a third assignment and there were no extenuating circumstance, the Policy Manager sent a 30-day notification of termination letter

**For Cause Terminations that Require Immediate Removal from Host Agency and Leave without Pay Pending Termination**

When a participant's violation of policy is of a serious nature, immediate action to remove the participant from the host agency may be required. In this case, the participant will be placed on leave without pay and a written 30 day notice of termination sent. Examples of circumstances warranting immediate removal from the host agency and leave without pay include, but are not limited to:

- Gross misconduct such as violating a drug or alcohol policy or intentionally endangering the lives of themselves or others
- Violence, including but not limited to physical or extreme verbal violence at the training site

Title: SCSEP Rotation Policy  
Date: Approved March 8, 2017

## SCSEP Rotation Policy

The purpose of placing SCSEP participants at a specific Host Agency (HA) is to help them gain and develop skills in order to be job ready and self-sufficient. When the HA can no longer provide a participant with any new job skills, the process for finding another suitable HA will begin.

Every year during the participants recertification process, during the assessment of the Individual Employment Plan, a review of the HA and client suitability will take place. The case manager (CM) will review what skills the participant has already learned at the HA and what new skills the participant plans to still learn. If the participant has new skills to learn, are having difficulty learning skills, etc., the HA is still a suitable placement for the participant. This must be documented as well as a detailed case note entered into KANSASWORKS. If the participant has learned all the skills the HA can provide, CM and participant will determine what skills are still needed in order to be job ready and self-sufficient. Once those skills are determined, CM can begin looking for placement with a HA that is suitable for the participant. Although participant preferences are considered, the critical factor in assigning or reassigning a participant to a HA is the determination of where the participant can acquire the needed skills to become job ready and self-sufficient.

In addition, if the participant has already spent significant time with the prior HA and that was not sufficient to prepare the participant for unsubsidized employment, the participant may benefit from the experience of a different HA to develop any missing skills.

Exceptions may apply to certain participants. However, approval and case note from the Program Supervisor is required in order for an exception to be valid.



Title: WIOA Work Based Training Policy

Date: Revised September 13, 2017

## **Local Area IV Workforce Development Board WIOA Work Based Training Policy**

### **Definitions and Types of Work-Based Learning**

#### **On-the-Job Training**

On-the-Job Training (OJT) is defined by the Workforce Innovation and Opportunity Act (WIOA) Section 3(44) as training by an employer that is provided to a paid client while engaged in productive work in a job that provides knowledge or skills essential to the full and adequate performance of the job; is made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the participant for the extraordinary costs of providing training and additional supervision related to the training; and is limited in duration as appropriate to the occupation for which the client is being trained, taking into account the content of the training, the prior work experience of the client, and the service strategy of the client, as appropriate. The goal of OJT is to prepare the client for permanent, unsubsidized employment through placement with a contracting employer in a demand industry or position at a self-sufficient wage.

#### **Customized Training**

Customized training is defined as training designed to meet the special requirements of an employer (including a group of employers); that is conducted with a commitment by the employer to employ an individual upon successful completion of the training; and for which the employer pays for not less than 50 percent of the cost of the training.

#### **Incumbent Worker Training**

Incumbent Worker Training is designed to meet the special requirements of an employer (including a group of employers) to retain a skilled workforce or avert the need to layoff employees by assisting the workers in obtaining the skills necessary to retain employment.

### **Requirements for On-the-Job Training**

Payments to employers for On-the-Job Training are considered training payments made to a training provider (the employer) as cost reimbursement for training services received and, as such, are not to be marketed as “wage subsidy” or “wage reimbursement program”. The fair market value of the payment is determined to be equal to a percentage of the hourly wage the trainee received in consideration of the costs incurred by the employer for providing the training service.

OJT is provided under a contract with an employer or registered apprenticeship program in the public, private non-profit, or private sector. Through the OJT contract, occupational training is provided for the WIOA participant in exchange for the extraordinary costs of providing the training and supervision related to the training. Employer reimbursement is typically up to 50 percent of the wage rate of the WIOA participant.

All regulations governing OJT contracts shall be applied equally to all employers, regardless of any representation on the Local Workforce Development Board (LWDB), Chief Elected Officials Board (CEOB), or the state workforce board. However, no board member shall participate in any decisions regarding an employer with which he or she has a material interest or is in an employer-employee relationship.

Title: WIOA Work Based Training Policy

Date: Revised September 13, 2017

OJT contracts must not be entered into with an employer who has received payments under previous contracts (under WIOA or WIA) if the employer has exhibited a pattern of failing to provide OJT participants with continued long-term employment as regular employees with wages and employment benefits (including health benefits) and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Examples of a pattern of failure would include but are not limited to:

1. Terminating an OJT employee or multiple OJT employees without sound justification shortly after the end of the OJT contract. If at least 80% of previous OJT employees were not retained, reasons for termination will be determined. If the reasons for termination are determined to be valid, additional contracts may be written.
2. Paying OJT employees a substantially lower wage than other employees at the same level after the end of the OJT contract
3. Not providing OJT employees with employment benefits after the end of the OJT contract

The following performance criteria shall also be evaluated when considering employers for OJT contracts:

1. Client wages at completion of training
2. Percentage of training completers who obtain unsubsidized employment in the industry/occupation in which they were trained; and
3. Percentage of training completers who obtain unsubsidized employment in the industry/occupation in which they were trained and who are employed at six months

As part of follow-up services under WIOA, staff will regularly monitor the status of OJT employees after the OJT contract has ended to check for potential patterns of failure.

OJT contracts must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. To determine appropriate contract length, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participants' Individual Employment Plan (IEP).

OJT contracts may be written for eligible employed workers when the employee is not earning a self-sufficient wage or wages comparable to or higher than wages from previous employment; when the requirements of 20 CFR 680.700 are met; and the OJT relates to the introduction of new technologies, new production or service procedures, upgrading to new jobs that require additional skills, or workplace literacy.

OJT payments to employers are considered compensation for the extraordinary costs associated with training participants. Potentially there is lower productivity of participants during the OJT. Employers are not required to document such extraordinary costs. Employers may be reimbursed up to 50 percent (50%) of the wage rate of an OJT participant.

OJT contracts may be entered into with registered apprenticeship program sponsors or participant employers in the registered apprenticeship programs for the OJT portion of the registered apprenticeship. Both Individual Training Account (ITA) and OJT funds may be used when placing participants in the registered apprenticeship program.

Title: WIOA Work Based Training Policy

Date: Revised September 13, 2017

### **On-the-Job Training Employer Selection Criteria**

The criteria for OJT employer selection includes, but is not limited to:

1. Position is a demand position or in a demand industry as identified by the LWDB
2. Entry wage is in conformance with the self sufficiency guidelines established by the LWDB or is an entry level position on a clear career ladder that results in achievement of self-sufficient wages within a specified period of time
3. Stability of employer and its work force
4. Employee turnover rate is less than the published standard for the industry and occupation
5. Clients considered for OJT program would not otherwise have been employed without WIOA training assistance
6. Work schedules
7. Work environment
8. Supervision and training available
9. Past placement performance

No more than one trainee may be placed with employers with fewer than 6 permanent employees. For larger employers, no more than one trainee may be placed for every 6 permanent full time employees. Exceptions may be made when an employer has demonstrated that adequate instruction, supervision and mentoring are available.

### **Payments to Employers**

Total training costs for an individual WIOA OJT client shall not exceed the ITA or scholarship limits set in the Training Policy, including both classroom training, OJT training or OJT reimbursements to the employer.

### **OJT Activity for Youth Participants**

OJT is not a service encouraged for Youth. Work Experience is the preferred service for Youth. OJT may be available to youth clients over age 18 when appropriate based on the needs identified by the objective assessment. It is preferred that clients obtain a certificate, which can include the WorkReady Certificate, prior to being placed in OJT. If a client is an out of school youth who is determined basic skills deficient, the client may enter OJT while concurrently working to increase their basic skills.

### **Requirements for Customized Training**

Customized training can be used for both unemployed and employed workers and must be conducted with commitment by the employer (including a group of employers) to employ an individual upon successful completion of the training, and employers must pay for a significant cost of the training. Customized training can only be used for employed workers when the employee is not earning a self-sufficient wage or wages comparable to or higher than wages from previous employment; and the training relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, or workplace literacy.

The LWDB considers an employer (or group of employers) contributing 51% or more to the cost of the training to be significant.

All regulations governing customized training contracts shall be applied equally to all employers, regardless of any representation on the LWDB, CEOB or the state workforce board. However, no board member shall

Title: WIOA Work Based Training Policy

Date: Revised September 13, 2017

participate in any decisions regarding an employer with which he or she has a material interest or is in an employer-employee relationship.

Staff authorized to execute customized training contracts shall not develop or approve any contract that will result in personal gain for themselves individually, members of their immediate families, or the contracted agency and any division thereof.

### **Customized Training Selection Criteria**

The following performance criteria shall be evaluated when considering employers for customized training contracts:

1. Entry wage of training completers who obtain unsubsidized employment in the industry/occupation for which training was delivered;
2. Number of trainees/students by industry/occupation;
3. Percentage of training completers;
4. Percentage of training completers who obtain unsubsidized employment in the industry/occupation for which training was delivered; and
5. Percentage of training completers who obtain unsubsidized employment in the industry/occupation in which they were trained and who are employed at six months.

### **Customized Training Costs**

WIOA funding for customized training projects shall be limited to the cost of training and shall not exceed the ITA limits set in the WA Training Policy for each client. All vacancies created as a result of a WIOA funded customized training shall be filled from a prescreened WIOA identified labor pool.

### **Requirements for Incumbent Worker Training**

Incumbent Worker Training (IWT) is designed to meet the needs of an employer or group of employers to retain a skilled workforce or to avert layoffs. IWT is not permitted to be used to provide training for new hires.

IWT can be used to either:

- Help avert layoffs of employees as part of a lay-off aversion strategy, or
- Obtain the skills necessary to retain employment, such as increasing the skill levels of employees so they can be promoted within the company and create backfill opportunities

Up to 20% of Adult and Dislocated Worker funds may be used to provide the federal share of the IWT cost.

Determining an employer's eligibility for participation in IWT must be based on the following factors which help to evaluate whether training would increase the competitiveness of the employees or both the employees and the employer:

- The characteristics of the individuals in the program (e.g. individuals with barriers to employment);
- Whether the training improves the labor market competitiveness of the employees or both the employees and the employer; and
- Other factors including
  - The number of employees participating in the training;
  - Wage and benefit levels of those employees (both pre and post-training earnings);
  - The existence of other training and advancement opportunities provided by the employer;

Title: WIOA Work Based Training Policy

Date: Revised September 13, 2017

- Credentials and skills gained as a result of the training;
- Layoffs averted as a result of the training;
- Utilization as part of a larger sector and/or career pathway strategy; or
- Employer size

For an employer to receive IWT funds, the individual(s) receiving the training must be employed, meet the Fair Labor Standards Act requirements for an employer-employee relationship, and employment history requirement-have an established employment history with the employer for 6 months or more (which may include time spent as a temporary or contract worker performing work for the employer receiving IWT funds).

There is one exception to the six month requirement, which is that in the event incumbent worker training is being provided to a cohort of employees, not every employee in the cohort must have an established employment history with the employer for six months or more as long as the majority of those employees being trained meet the employment history requirement.

An incumbent worker does not have to meet the eligibility requirements for career and training services for adults and dislocated workers under WIOA, unless they are receiving career and/or training services in addition to (not a part of) incumbent worker services.

Generally IWT should be provided to private sector employers; however there may be instances where non-profit and government entities may be recipients of IWT funds.

The non-Federal share of the training cost shall be established by taking into consideration such other factors as the number of employees participants in the training, the wages and benefit levels of the employees (both pre and post-training earnings), the relationship of the training to the competitiveness of the employers and employees, and the availability of other employer-provided training and advancement opportunities. The non-Federal Share shall not be less than:

- 10 percent (10%) of the cost for employers with not more than 50 employees;
- 25 percent (25%) of the cost for employers with more than 50 employees but not more than 100 employees;
- 50 percent (50%) of the cost for employers with more than 100 employees.

The non-Federal share provided by an employer may include the wages paid by the employer to the participant while the participant is attending the training.

IWT contracts shall not be approved for employees who will receive a wage rate less than the prevailing wage for the local labor shed.

### **Providing Services by Contract**

#### **On-the-Job Training Contracts**

OJT contracts shall be selected in response to the employment needs of individual employers and WIOA clients. Neither employers nor clients are pooled with the expectation of eventual matches.

Title: WIOA Work Based Training Policy

Date: Revised September 13, 2017

No OJT contracts will be executed for temporary or leased positions. No OJT contracts will be executed for commission positions unless the position includes a permanent base wage equal to the self sufficiency wage determined by the LWDB and where the base wage is fixed and not dependent upon any level of sales.

An OJT contract must include the following provisions:

1. Occupation(s) for which training is to be provided;
2. Duration of training;
3. Wage rate to be paid by the employer to the trainee;
4. Reimbursement rate to be paid to the employer;
5. Maximum amount of the contract (e.g.; not to exceed X amount of dollars);
6. Outline that reflects the work skills for the position for which the employer will provide the employee training and method(s) for evaluating proficiency attainment;
7. Description of any other classroom training that may be provided by the employer; and
8. Employers' agreement that they will maintain and make available time and attendance, payroll and other records to support amounts claimed for reimbursement under the contract.
9. Employer assurance that funds provided under the OJT contract will not be used to directly or indirectly assist, promote or deter union organizing.
10. Employer assurance the OJT does not displace (including partial displacement such as a reduction in non-overtime hours, compensation or benefits) any currently employed worker.
11. Employer assurance the OJT does not infringe on the promotional opportunities of currently employed workers.
12. Employer assurance no former employee has been involuntarily terminated with the intention of filling the vacancy with an OJT candidate.
13. Employer assurance no other individual is currently on lay-off from the same or substantially equivalent job.

The President/Chief Executive Officer may at his discretion enter into contracts with businesses if five or fewer participants and/or less than \$40,000 are committed to training. Any contract exceeding these limits or outside the demand occupations approved by the LWDB must be approved by either the Executive Committee or LWDB prior to execution. Contracts approved by the President/Chief Executive Officer must be consistent with the requirements outlined in this policy, and the training must result in an introductory or gained wage at the current self-sufficiency rate set by the LWDB. The Executive Committee will be notified by email of any contracts approved by the President/Chief Executive Officer, and will affirm the decision at the next scheduled meeting.

Individuals who participate in training provided through exceptions to ITAs, including on-the-job training, customized training, and incumbent worker training are required to use providers approved by the LWDB. These eligible providers are posted as public information on the Workforce Centers of South Central Kansas website as a supplement to the Eligible Training Provider list managed at **KANSASWORKS.com**.

Staff authorized to execute OJT contracts shall not develop or approve any contract that will result in personal gain for themselves individually, members of their immediate families, or the contracted agency and any division thereof.

The length of OJT training plans shall be based on the determination of appropriate time required for a client to acquire the skills associated with the position; OJT training plans generally should not exceed six months. OJT

Page 6 of 9

"Equal Opportunity Employer/Program - Auxiliary aids and services are available upon request to individuals with disabilities. Any individual with a disability may request accommodations by contacting the Disability Resource Coordinator at the Workforce Centers, 316-771-6800, TDD: 711 or 1-800-766-3777."

Title: WIOA Work Based Training Policy

Date: Revised September 13, 2017

training plans may exceed six months when an industry requires a longer period of OJT for a specific occupation. OJT training plans exceeding six months may be approved by a committee consisting of at least two Workforce Alliance Senior Staff members.

### **Customized Training Contract**

A customized training contract should address the following:

1. Special training requirements of the employer (or group of employers);
2. Agreement that the employer will pay 51 percent (51%) or more of the cost of the training; and
3. Agreement that the employer will employ (or in the case of persons already working, continue to employ) an individual on successful completion of the training.
4. Employer assurance that funds provided under the Customized Training Contract will not be used to directly or indirectly assist, promote or deter union organizing.

### **Incumbent Worker Contracts**

An incumbent worker training contract should address the following:

1. The positions that are a potential threat for layoff;
2. The skills necessary to retain employment and that will be addressed under the contract;
3. Characteristics of individuals in the program;
4. If the training increases the competitiveness of the employees, the employer, or both;
5. Other factors including;
  - a. The number of employees participating in the training
  - b. Wage and benefit levels of the employees (both pre and post-training)
  - c. Other advancement opportunities provided by the employer;
  - d. Credentials and skills gained;
  - e. Number of layoff averted;
  - f. Utilization as a part of a larger sector and/or career pathway strategy; or
  - g. Employer size
6. Employment history of the employees with the employer;
7. The non-Federal share of the training cost paid by the employer which shall not be less than
  - a. 10 percent (10%) of the cost for employers with not more than 50 employees;
  - b. 25 percent (25%) of the cost for employers with more than 50 employees but not more than 100 employees;
  - c. 50 percent (50%) of the cost for employers with more than 100 employees.
8. Employer assurance that funds provided under the Incumbent Worker Training Contract will not be used to directly or indirectly assist, promote or deter union organizing.

### **Eligible Training Provider List**

Providers of on-the-job training, customized training, and incumbent worker training are not subject to the requirements applicable to entities listed on the eligible training provider list, and are not included on the State list of eligible training providers and programs.

Title: WIOA Work Based Training Policy

Date: Revised September 13, 2017

### **Special Requirements, Exclusions and Restrictions**

#### **Rate of Compensation for On-the-Job Training Participants**

In accordance with WIOA Sec. 181(a)(1)(A), individuals participating in on-the-job training or individuals employed in activities under WIOA must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills, and such rates shall be in accordance with applicable law. Such rates shall not be less than the higher of either the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the applicable State or local minimum wage law.

#### **Benefits and Working Conditions for On-the-Job Training Participants**

In accordance with WIOA Sec. 181(a)(5), individuals in on-the-job training or individuals employed in programs and activities under WIOA must be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.

#### **Exclusion of Allowances, Earnings, and Payments**

In accordance with WIOA Section 181(a)(2), allowances, earnings, and payments to individuals participating in programs under WIOA Title I are not considered *income* for purposes of determining eligibility for and the amount of income transfer and in-kind furnished under any Federal or Federally assisted program based on need, other than as provided under the Social Security Act (42 U.S.C. 301 et seq.).

#### **Assisting, Promoting or Deterring Union Organizing**

Funds provided to employers for work based training may not be used to directly or indirectly assist, promote, or deter union organizing (20 CFR 680.830).

#### **Employment Generating Activities, Economic Development, and Similar Activities**

In accordance with WIOA Section 181(e), WIOA funds may not be used for employment generating activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, economic development activities, or similar activities, that are not directly related to training for eligible individuals. Employer outreach and job development activities are directly related to training for eligible individuals under WIOA Title I.

#### **Business Relocation**

In accordance with WIOA Section 181(d), WIOA Title I funds may not be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in the loss of employment for any employee of such business at the original location and such original location is within the United States.

No funds provided under WIOA Title I for an employment or training activity shall be used for customized or skill training, on-the-job training, incumbent worker training, or company-specific assessment of job applicants or employees, for any business or part of a business that has relocated, until the date that is 120 days after the date on which such business commences operations at the new location, if the relocation of such business or part of a business results in loss of employment for any employee of such business at the original location and such original location in within the United States.



Title: WIOA Work Based Training Policy

Date: Revised September 13, 2017

### **Supportive Services**

WIOA funded supportive services shall not be made generally available to incumbent worker training and customized training clients. Any request for supportive services will be handled on a case-by-case basis. When determined appropriate, payments for supportive services shall be made, in accordance with the policies of the LWDB and only after all other resources available in the community to satisfy the need have been exhausted.

Title: Youth Client Incentive Policy

Date: Revised March 09, 2016

## Workforce Alliance of South Central Kansas Youth Client Incentive Policy

The goal of incentives is to recognize the achievements of Youth Program clients as they attain education and employment goals. Clients may receive monetary incentives as personal milestones and performance measures are met.

Incentives may be earned during active participation through the first quarter after exit, as funding allows. Only clients who are actively participating in the Youth Program in accordance with their Service and Training Plan(s) will be eligible for incentives.

The achievements that result in monetary incentives and the amounts of such incentives are as follows:

Increase of One Educational Functioning Level (for those out-of-school youth determined basic skills deficient) <i>Acceptable Documentation: CASAS Pre and Post Test Scores</i>	\$100 <i>per increase in educational functioning level until client has exited or is no longer basic skills deficient</i>
Obtaining High School Diploma <i>Acceptable Documentation: Photocopy of High School Diploma</i>	\$100 <i>(one time payment)</i>
Obtaining Recognized Occupational Skills Certificate <i>Acceptable Documentation: Photocopy of Occupational Skills Certificate</i>	\$100 <i>(one time payment)</i>
Passing individual GED tests <i>Acceptable Documentation: Photocopy of passing scores for each test</i>	\$50 per test with a maximum of \$200
Successfully Completion of 1 <sup>st</sup> year of a Registered Apprenticeship Training Program and Enrollment in 2 <sup>nd</sup> year <i>Acceptable Documentation: Photocopy of Advancement Letter and Credentials Earned and proof of enrollment in 2<sup>nd</sup> year</i>	\$100 <i>(one time payment)</i>
Increase one level in a skills assessment through individual practice or tutoring sessions <i>Acceptable Documentation: Print out from skills assessment showing practice time and increase of one level</i>	Gift card in the range of \$10-\$25
Attend scheduled appointment for CASAS or TABE testing <i>Acceptable Documentation: CASAS or TABE test results</i>	Gift card in the range of \$10-\$25

The client shall provide documentation of any achievement that will result in award of incentive within 60 days of achievement or graduation. Acceptable documentation is listed in the chart above. Any exceptions to this policy must be approved by a committee consisting of at least two WA Senior Staff members.

## **Workforce Alliance of South Central Kansas Youth Supportive Services Policy**

Supportive services may be available when necessary to enable a client to participate in employment and education activities. The Supportive Services made available in this policy have been chosen due to their limited availability from other federal, state, local, and community based agencies.

### **SECTION – I LOCAL AREA IV CRITERIA FOR SUPPORTIVE SERVICE APPROVAL**

- Supportive services may only be provided when:
  - The service is necessary to participate in employment or education activities AND
  - the client is in compliance with all aspects of their Individual Service Strategy.
- The WA reserves the right to make the determination that supportive services funds are limited. In the event of such a determination, supportive services will be allocated using the WA Priority of Services Policy.

### **SECTION – II SUPPORTIVE SERVICES**

#### Transportation

- Fuel assistance - available for clients, or the client's parent or guardian if they are transporting the client, who have a valid driver's license and access to a vehicle that has valid tags, registration, and insurance. The actual miles driven must be documented using MapQuest or Rand McNally. Only the miles driven to and from the client's primary residence to a required activity or place of instruction will be reimbursed. The client must travel 10 or more miles round trip in a single day to receive fuel assistance. The current mileage reimbursement rate is \$0.35/mile, up to \$300.00 per month. Reimbursements will not be made for amounts less than \$50.00. Reimbursement amounts under \$50.00 will be held until the amount reaches \$50.00. Fuel assistance is limited to the first four months of training or the first 60 days of a work experience.

When considering fuel assistance for training, if it would be less expensive to pay for the client's lodging, the least expensive option may be chosen.

- Bus Passes - the least expensive option, such as discounted passes or unlimited use passes, shall be used. Bus passes are limited to the first four months of training or the first 60 days of a work experience.
- Car Repair - limited to a maximum of \$1,000 during program participation.  
All car repairs must meet the following conditions:
  1. Client is the owner or co-owner of the vehicle

Title: Youth Supportive Services Policy

Date: Revised January 17, 2020

2. The vehicle's value is more than the cost of the car repair as determined by Kelley Blue Book ([www.kbb.com](http://www.kbb.com)) using the Private Party Value and the applicable condition of the vehicle in consultation with the repair shop providing the estimate for the car repair.
3. Client has valid driver's license and insurance
4. The vehicle has valid tags and registration
5. The requested repair is related to the function or safety of the vehicle, excluding preventative maintenance; e.g., no oil changes, repairs to stereo systems, cosmetic body work, etc.
6. Client obtains written estimates for the necessary repairs from three certified local repair facilities
7. The repair must be done at a repair facility by a person employed by the facility, and who is certified for the type of repair performed

### Child and Dependent Care

- Child care assistance - funds may only be used to pay for child care assistance provided by an individual or center that is licensed. Child care assistance is limited to the first four months of training or the first 60 days of a work experience.

All child care assistance must meet the following conditions:

1. Legally dependent children under age thirteen
2. Not eligible for Federal, State, or local supported child care services
3. Care must be at the provider's address, not at the client's home
4. There is not an available legally responsible adult in the home
5. Child care payments are limited to the rates as established annually by the State of Kansas
6. The amount of child care assistance needed will be calculated based on the client's required seat time for training

### Employment Related Expenses

- Employment Related Expenses - limited to the cost of tools, protective clothing, uniforms, or shoes, necessary to secure offered employment or retain employment, or costs for securing required licenses and testing fees (not tuition). Comparison shopping must be conducted and documented by the client prior to purchase. The least expensive retailer shall be utilized; if employer mandates the retailer, documentation must be present to indicate such mandate.

### Subsistence

In order to receive subsistence assistance, the client must show a significant change in circumstances that would preclude participation in Service and Training Plans. Client must also propose a solution to ensure resolution.

Title: Youth Supportive Services Policy

Date: Revised January 17, 2020

- Housing assistance is limited to \$1,200 for a single occurrence, in a twelve-month period. The lease or mortgage must be in the client's name. The amount to be paid must bring the client's account current.
- Utilities assistance is limited to \$1000 for a single occurrence in a twelve-month period, per utility. The utility must be in the client's name, and the amount to be paid must bring the client's account current. Utilities assistance is limited to natural gas, electricity, and water.
- Medical assistance is limited to \$1,000 in a twelve-month period for medically necessary prescriptions or procedures.

### **Additional Requirements**

- All supportive services requests must be accompanied by appropriate documentation (e.g. utility bill, repair estimate, etc.). Documentation and justification shall be maintained in the client file.
- Supportive Services may be offered to clients during a follow-up period, which is defined as the first 90 days after the date of exit. Expenses must be necessary to allow the client to continue in employment. The same supportive services policy requirements apply to services provided during follow-up.

### **Exceptions**

Any exceptions to this policy must be approved by a committee consisting of at least two WA Senior Staff members.

Title: Youth Training Policy  
Date: Revised January 15, 2020

## **Workforce Alliance of South Central Kansas Youth Training Policy**

### **LOCAL AREA IV CRITERIA FOR TRAINING PLAN APPROVAL**

Training may be available to assist youth in obtaining the requisite skills associated with demand occupations, as determined by the Local Workforce Development Board, in order to obtain permanent, unsubsidized employment in the Local Area IV labor market at a self-sufficient wage.

- Youth must have a high school diploma or GED prior to being placed in occupational skills training. Youth who do not have a high school diploma or GED may only attend occupational skills training if they are currently participating in high school or a GED program and the occupational skills training is offered through a partnership with a USD and the youth obtains high school credit for the occupational skills training or the occupational skills training is offered as a portion of the GED program.
- Training must be outcome-oriented and focused on an occupational goal specified in the individual service strategy, be of sufficient duration to impart the skills needed to meet the occupational goal and result in the attainment of a recognized post-secondary credential.
- Training may only be provided to youth who have been assessed and found to have the necessary skills to complete training in accordance with Service and Training Plans.
- Training will not be approved for positions with compensation based upon commission, unless the position includes a permanent base pay that is at or above the self-sufficient wage.
- Training costs for youth shall be the same as charged to any other enrollee.
- Training funds may be used for the last two years of a longer training program if the youth is unable to complete the training without WIOA assistance. Enrollment shall be based on successful achievement and progress to date.
- Youth must make application for other sources of training payment or reimbursement for which they may be eligible; including federal, state and local grants/assistance, scholarships, private grants, gifts, and educational assistance available from Community Based Organizations, before WIOA funds are approved.
- Loans may not be considered a source of funds.
- A youth's unmet financial need is determined by calculating the cost of attendance, minus Federal Pell Grant eligibility, minus financial aid from other sources. The total amount of training assistance the youth may receive may not exceed the youth's unmet needs.

Title: Youth Training Policy

Date: Revised January 15, 2020

Scholarships are available for maximum of \$4,500 and for training programs completed within 2 years or less, with the exception of the following:

- Aviation Manufacturing - \$6,000 Scholarship limit
- Healthcare - \$6,000 Scholarship limit
- Information Technology - \$5,000 Scholarship limit
- Any exceptions to this policy must be approved by a committee consisting of at least two WA Senior Staff members.
- The WA reserves the right to make determinations that training funds are limited. In the event of such a determination, training scholarships will be allocated using the WA Priority of Services Policy.
- Scholarships are only available for training programs for which the WA has an approved youth services contract.

Title: Youth Work Experience Policy

Date: Revised November 18, 2015

## **Workforce Alliance of South Central Kansas Youth Work Experience Policy**

Work experience is a planned, structured learning experience designed to enable youth to gain exposure to the world of work and its requirements. The goal of work experience is to assist youth in acquiring the personal attributes, knowledge, and skills needed to obtain employment and advance within a particular agency or field. Work experience must include academic and occupational education. At least twenty percent of the funds allocated to the youth program must be spent on work experiences.

The purpose of work experience is to assist the youth in gaining work readiness skills and in making decisions regarding academic and career choices. This may include summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships, and job shadowing.

### **LOCAL AREA IV CRITERIA FOR WORK EXPERIENCE**

- Prior to being placed in work experience, a youth's need for work experience must be documented
- All youth participating in a work experience shall attend a work readiness orientation that includes job readiness training prior to the start of the work experience
- Work experiences may include instruction in employability skills or generic workplace skills, exposure to various aspects of an industry, progressively more complex tasks, and integration of basic academic skills into work activities
- Work experience shall not be used to take the place of unsubsidized part-time or full-time employment
- Work experience may be paid or unpaid, subsidized or unsubsidized
- Only youth age 16 and older may participate in a work experience. Youth are limited to one 500 hour work experience per calendar year.
- Wages must be at a rate which is no less than the highest of one of the following standards: 1) federal minimum wage; 2) state minimum wage
- A youth may be placed at a public, private for profit, or non-profit worksite. Only one youth may be placed at a worksite with fewer than six permanent employees. For larger worksites, no more than one youth may be placed for every six permanent full-time employees.
- No youth may be placed at a worksite if a member of the youth's immediate family is directly supervised by or directly supervises that youth.
- Youth may not be placed at a worksite to carry out the construction, operation, or maintenance of any part of any facility used for sectarian worship.
- Youth may not be placed at a worksite to participate in any partisan political activity. This includes but is not limited to lobbying, fund-raising, delivering speeches, assisting political meetings, distributing pamphlets, etc.

Page 1 of 2

“Equal Opportunity Employer/Program - Auxiliary aids and services are available upon request to individuals with disabilities. Any individual with a disability may request accommodations by contacting the Disability Resource Coordinator at the Workforce Centers, 316-771-6800, TDD: 711 or 1-800-766-3777.”



Title: Youth Work Experience Policy

Date: Revised November 18, 2015

- Worksites must provide a safe and healthy environment and adhere to the provisions of child labor laws, all applicable laws, ordinances, codes of State, Federal, and local government as well as any special provisions pertaining to the WIOA regulations.
- The worksite must ensure that a supervisor is on-site and available to direct and oversee the work of the youth when the youth is present at the worksite. However, the worksite is not the employer of record.
- Any exceptions to this policy must be approved by a committee consisting of at least two WA Senior Staff members.

Title: Adult Education Provider Applications Review Policy  
Date: Revised January 11, 2017

## Adult Education Provider Applications Review Policy

The Kansas Board of Regents (KBOR) has implemented a competitive process for distributing federal WIOA Title II (Adult Education) funds and allow eligible entities to compete for these funds by demonstrating their proven success in providing adult literacy services and by indicating how their programming aligns to and supports the 13 considerations found in Sec. 231(e) of the WIOA legislation. The competition application process will include the involvement of Local Workforce Development Boards.

Whenever KBOR opens the procurement process for distributing federal WIOA Title II funds, KBOR staff will send Local Workforce Development Boards an estimated number of Adult Education applications that will be submitted that that will provide adult education services in their workforce development area. This estimate will be based on potential applicants submitting a letter of intent to apply.

Local Workforce Development Boards will decide who will read and provide feedback on their area's Adult Education provider applications. Representatives must include one or more local board members, and may include workforce center representatives, and/or other designees. Local Workforce Development Boards need to submit the representative(s) information to the designated staff at KBOR that will be announced before the procurement process.

In selecting application reviewers, careful consideration must be given to avoid conflicts of interest. Reviewers should not be local grantees, and should not stand to benefit financially from the grant awards.

The Chair of the Local Workforce Development Board and the President/CEO will receive the Adult Education provider applications from staff at KBOR. Designated representative(s) will review the applications and document feedback. Feedback should focus on the "Collaboration and Contextualization" section of the applications and highlight how well the Adult Education provider application aligns to the local workforce development plan as well as strengths, recommendations and questions about the application. Feedback will be documented on a form provided by KBOR. Representative(s) can either conduct the review virtually or collectively in-person:

- A. If done virtually, each local board should submit one form per applicant. Feedback should be compiled to create one composite form per applicant.
- B. If done collectively in-person, representative(s) should develop and submit one collective form per applicant.

All reviews should be submitted by email to KBOR by the designated deadline date ([adulthoodreports@ksbor.org](mailto:adulthoodreports@ksbor.org)). The Local Workforce Development Board feedback will be provided to the KBOR review team.

Title: Attendance, Nominations, and Succession Policy

Date: Revised July 17, 2017

## **Attendance, Nominations, and Succession Policy**

### **Attendance:**

The Local Workforce Development Board (LWDB) conducts regularly scheduled quarterly meetings. On occasion special meetings are called. The LWDB complies with the Kansas Open Meeting Act (KOMA). LWDB members are expected to attend all scheduled meetings of the Board that occur during the member's term of appointment. Three consecutive absences may constitute grounds for removal.

Many LWDB members also serve on committees and task forces appointed by the LWDB Chair. These members are expected to attend all scheduled meetings of the committees or task forces that occur during the member's term of appointment. Three consecutive unexcused absences in a row annually may constitute grounds for removal by the LWDB Chairperson with the approval of the Chief Elected Officials Board. Absent means both not physically present and not represented by a proxy holder.

It is understood that work commitments, medical issues or family reasons may create conflicts with scheduled meetings. An exception may be made when the absences were for good cause and the affected member requests retention, in writing, and receives approval from the Executive Committee. LWDB members are asked to notify staff or the Chair in advance of the event they are not able to attend.

### **Appointment Process to the Workforce Alliance Local Workforce Development Board**

The Workforce Innovation and Opportunity Act (WIOA) establishes Local Workforce Development Boards (LWDBs) for the purpose of collaborating with local government officials to oversee publicly funded workforce development programs. The Workforce Alliance of South Central Kansas Inc. serves as the administrative entity for Local Area IV in South Central Kansas (Butler, Cowley, Harper, Kingman, Sedgwick and Sumner counties).

The Chief Elected Officials Board (CEOB) as outlined in WIOA for Local Area IV appoints the members of the LWDB in accordance with Federal and State criteria. WIOA mandates membership of a number of public agencies, labor representatives, and partner organizations to the LWDB, but requires that a majority of the members, at least fifty one percent, be representatives of businesses in the local area. Additionally, at least twenty percent of the members of the LWDB must be workforce representatives including labor representatives. The LWDB must also include a representative from Adult Education and Vocational Rehabilitation. Members appointed to the LWDB must have optimal policy making authority as specified in WIOA to maximize the effectiveness of the LWDB. Private sector appointments shall require the support of a local business organization. The CEOB will work to ensure there is geographic balance in the membership of the LWDB.

Title: Attendance, Nominations, and Succession Policy

Date: Revised July 17, 2017

Members of the LWDB are appointed for a term of three years beginning at the July LWDB meeting and terms are staggered so that approximately one-third of the member's terms expire each year.

The Chief Elected Official (CEO) shall send letters to business groups and organizations in each county of Local Area IV, and the outgoing private sector members, requesting nominations of private sector members to the LWDB. The CEO shall also send letters to each public agency or mandated member of the LWDB with a term expiring or vacant position to request a nomination.

Nominations for membership to the LWDB may be submitted to the CEOB for consideration and appointment.

In the event an LWDB member resigns prior to the completion of the appointed term, the CEOB shall appoint an individual with similar credentials if it is a private sector member and, in compliance with WIOA criteria if it is a mandated or public sector member.

The Kansas Department of Commerce will be informed of any and all membership changes to the LWDB within 5 days of action by the CEOB.

### **LWDB Officers**

#### **Officers:**

The LWDB will elect a Chair and a Vice Chair. The Immediate Past Chair will also be an officer. The Chair shall preside at all LWDB meetings or in his/her absence the Vice Chair. The term of Chair and Vice Chair shall be two (2) years. The term of the Immediate Past Chair shall be at least one (1) year. Officers may serve more than one term in each position. Officers must have served as a member of the LWDB for a minimum of one (1) year to be nominated for an officer position.

Officers shall be nominated by a Nominating Committee.

#### **Officer Duties:**

- *Chair:*
  - Must be a private sector member
  - Shall serve jointly as the Chair of the Executive Committee
  - Shall preside over meetings of the LWDB and Executive Committee
  - Represent or send a representative from the private sector membership of the LWDB to the National Association of Workforce Boards (NAWB) annual conference
  
- *Vice Chair:*
  - Must be a private sector member
  - Shall serve jointly as the Chair of the Finance Committee

Title: Attendance, Nominations, and Succession Policy

Date: Revised July 17, 2017

- In the absence of the Chair, shall preside over meetings of the LWDB and Executive Committee
- Immediate Past Chair:
  - Serve on the LWDB and Executive Committee for at least one year

**Succession:**

Officers shall begin in the position of Vice Chair, move to the position of Chair, and then the Immediate Past Chair. The term of Chair and Vice Chair shall be two (2) years. The term of the Immediate Past Chair shall be at least one (1) year. Officers shall succeed their position or term at the July meeting of the LWDB.

In the event that an officer resigns their position on the LWDB during their term, the remaining officers shall move to the next position in succession. The LWDB Chair shall reappoint the Nominating Committee to fill the remaining officer vacancy.

**Nominating Committee:**

The Chair shall appoint a Nominating Committee of three (3) to five (5) members as needed based on the terms of officers. The duty of the Nominating Committee is to identify quality candidates for positions. Members serving on the committee can be nominated.

The Committee shall report the nominations of leadership to the LWDB. The LWDB Chair can then take additional nominations from the floor. Any member can bring forth a nomination.

A member can decline a nomination any time during the nominating process.

If more than one candidate is nominated for a position a majority vote will determine the winner. Any LWDB member not present during the vote forfeits their right to participate in the election. If one nominee is presented for each open position the LWDB Chair may accept a single motion to appoint the nominated members.

Title: Audit, Audit Resolution, and Sanctions

Date: Revised June 17, 2015

## **AUDIT, AUDIT RESOLUTION, AND SANCTIONS**

Nothing contained in this Policy shall be construed to act in any way to alleviate, supersede, modify or alter the requirements found in pertinent WIOA Regulation and Rules, OMB circulars and Directives, or other Federal and State rules and regulations.

### **I. AUDIT**

The Workforce Alliance requires an annual independent audit of its own operations and all contractors and/or other recipients of WIOA funds. The required audit shall be conducted using appropriate WIOA procurement guidelines including relevant WIOA Regulations, OMB Circulars, and other Federal, State and local directives.

For the purposes of this Section, the term "AUDIT" includes the results of any independent audit conducted in response to this section, formal USDOL and/or State reviews, and the oversight/monitoring activities of the Workforce Alliance.

(Note: Auditing under 2 CFR Part 200 is to cover the auditee's fiscal year, which might not coincide with the Workforce Alliance's fiscal year. Request to delay the performance and issuance of an audit under 2 CFR Part 200 report must be directed to the Single Audit Coordinator, Office of Performance & Financial Accountability Audit, U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4633, Washington, D.C. 20212. The audited entity must provide copies of its audit report to all federal agencies from which it received and expended funds.)

- a) Results of the AUDIT will be submitted to the Workforce Alliance administrative office which will notify the Finance Committee of its receipt.
- b) The AUDIT period shall coincide with the Program Year of the Workforce Alliance; July 01 through June 30, or quarterly portions thereof.
- c) Notwithstanding any inquiry and response, findings contained in the submitted AUDIT shall be declared final and resulting corrections, alterations or commentary requiring corrective action shall become binding upon the recipient ninety (90) days from the date of submission.
- d) Requests for extension of the time period allotted to perform the AUDIT must be submitted by the due date to the appropriate parties and the Workforce Alliance notified.
- e) Failure to maintain an AUDIT in compliance with this policy may result in sanctions placed against the recipient.

Title: Audit, Audit Resolution, and Sanctions

Date: Revised June 17, 2015

## II. AUDIT RESOLUTION

Findings, Inquiries, Corrections, Corrective Action Plans and/or Comments requiring corrective action arising as a result of the AUDIT shall be transmitted to Workforce Alliance administrative office, in writing, within (30) days of receipt of AUDIT.

- a) All corrective actions shall be approved by the Workforce Alliance prior to implementation.
- b) Written plans to address any finding, correction, corrective action and/or comment requiring a corrective action plan as a result of the AUDIT shall be submitted to the Workforce Alliance no later than forty five (45) days after receipt of same.
- c) The Workforce Alliance reserves the right to make requests for alteration of any corrective actions submitted for approval prior to implementation.
- d) When any disbursement of WIOA funds is determined to be in question, the Workforce Alliance shall notify the recipient within thirty (30) days of submission of AUDIT results detailing the questionable aspects of the disbursement.
- e) Approved corrective actions must be fully implemented within sixty (60) days of approval.
- f) In the event the recipient disagrees with any result of the AUDIT, the recipient may submit a written response to the results of the AUDIT together with any additional documentation supporting the disagreement within thirty (30) days of receipt of the result.
- g) The Workforce Alliance shall, at its sole discretion, notify the recipient of acceptance or rejection of any disagreement. Such notice shall be made in writing within thirty (30) days of receipt of disagreement. In the event the disagreement is accepted, the recipient shall modify its corrective actions accordingly. For disagreements rejected by the Workforce Alliance, corrective actions shall proceed on the schedule outlined herein.
- h) The working papers of auditors shall be requested and retained for a period of three years.

## III. SANCTIONS

The Workforce Alliance reserves the right to impose sanctions on any recipient determined to be in non-compliance with relevant Federal, State or Local regulation and/or in concurrence with, or in addition to, any sanction, exclusion or debarment issued by the USDOL, USOMB, State of Kansas, Local Area, and/or other Local Workforce Development Boards.

- a) Sanctions may take the form of reimbursement of WIOA funds; termination of contract, MOU, or any other agreement between the recipient and the Workforce Alliance; debarment of recipient from participation in any future Workforce Alliance solicitations; or all of these actions.

Page 2 of 3

"Equal Opportunity Employer/Program - Auxiliary aids and services are available upon request to individuals with disabilities. Any individual with a disability may request accommodations by contacting the Disability Resource Coordinator at the Workforce Centers, 316-771-6800, TDD:

711 or 1-800-766-3777"

A proud partner of the  American Job Center network

Title: Audit, Audit Resolution, and Sanctions

Date: Revised June 17, 2015

- b) The sanctions herein contemplated may be reported to the USDOL, USOMB, State of Kansas, and other Local Workforce Development Boards for further action as that entity may deem appropriate.
  
- c) Sanctions may be appealed within thirty (30) days of issuance, by sending written notice of the intent to appeal to the Workforce Alliance administrative office. Upon receipt of such notice, the Workforce Alliance will request that the Workforce Compliance and Oversight, Legal Division of the Kansas Department of Commerce, 1000 S.W. Jackson, Suite 100, Topeka, KS 66612 designate a hearing officer to ensure the appeal receives fair and impartial treatment. The hearing must be conducted within 45 days from the date the appeal is filed. The hearing officer will schedule a formal hearing and mail a written notice to the appellant, the Workforce Alliance, and any other interested party at least seven business days prior to the hearing. The notice will include the date, time, and place of the hearing. Parties may present witnesses and documentary evidence, and question others who present evidence and witnesses. Attorneys or other designated representatives may represent each party. All testimony will be taken under oath or affirmation. The hearing will be recorded either in writing or audiotape. The hearing officer's recommended resolution will include a summary of factual evidence presented during the hearing and the conclusions upon which the recommendation is based. The Workforce Alliance will review the recommendation of the hearing officer and issue a final decision within 60 calendar days from the date the appeal is filed. The decision of the Workforce Alliance shall be considered final.



Title: Board Member Conference Attendance and Reimbursement Policy  
Date: Revised June 17, 2015

## **BOARD MEMBER CONFERENCE ATTENDANCE AND REIMBURSEMENT POLICY**

### **1. GENERAL**

The Workforce Alliance (WA) encourages the participation of WA Board and Committee members and Task Force members in events designed to impart a greater understanding of workforce issues. Great benefit can be realized when the membership of workforce organizations stay abreast of current practices and concepts.

The WA shall notify the WA Board and Committee members of upcoming events that may be of interest to them as soon as the event is made known, and as far in advance as possible.

### **2. PARTICIPATION**

It shall be the policy of the WA to encourage the voluntary rotation of attendance among Board and Committee/Task Force members to allow the greatest chance of participation equally to all concerned.

WIOA related conference attendance, whenever personal schedules allow, is encouraged for all WA Board and Committee/Task Force members to promote understanding and knowledge of WIA related programs and strategies

The WA, through its Executive Committee, reserves the right to limit the number of conference participants whenever funding restrictions require such action. In such circumstances, the Chairman shall determine the member(s) most appropriate to attend.

Requests for participation in any event shall be made as far in advance of the event as possible, but not less than thirty (30) days prior to the event.

### **3. PAYMENT FOR PARTICIPATION EXPENSES**

When adequate time is available prior to the planned participation, advance registration, travel and hotel reservations will be made through the administrative offices of the WA. Advance payment will be accomplished for these items using the regular voucher system of the WA.

When adequate time is not available for the WA to accomplish advance accommodations or payment, attendees may submit requests for reimbursement of event related expenses such as travel, hotel, event registration fees, meals and other relevant participation expenses. *Reimbursement shall be limited to the direct expenses of the individual attendee exclusive of expenses to accommodate spouse, companion, or others.*

Page 1 of 2

“Equal Opportunity Employer/Program - Auxiliary aids and services are available upon request to individuals with disabilities. Any individual with a disability may request accommodations by contacting the Disability Resource Coordinator at the Workforce Centers, 316-771-6800, TDD: 711 or 1-800-766-3777”

Title: Board Member Conference Attendance and Reimbursement Policy

Date: Revised June 17, 2015

Expense reimbursement will be made according to current WA payment processing. Reimbursement payments are generally made within thirty (30) days of submission; however, delays may be experienced due to the absence of all required documentation. WA staff may provide reminders and make requests for receipts to assist in payment processing; nevertheless, *it is the sole responsibility of the individual requesting expense reimbursement to provide the necessary documentation.*

Reimbursement for expenses not directly related to attendance of a conference event will not be made. Examples of non-reimbursable expenses may include clothing, extended hotel stay, sightseeing/tour, vehicle rental, alcoholic beverages, meals and/or meeting expenses when not a part of the published event schedule, travel to and from home to point of embarkation, mileage reimbursement for travel in excess of direct travel to and from event site, etc.

Mileage reimbursement shall be limited to the actual mileage driven and will be compensated at the current WA authorized rate.

Reimbursement for event related expenses shall be limited to the actual cost of each item and requests for reimbursement shall be accompanied by an original receipt(s). Acceptance of photocopied receipts, although not generally accepted, may be determined on a case by case basis by the President/Chief Executive Officer, in consultation with the WA Chairman.

For the purposes of this Policy the term “original receipt(s)”, is defined as the actual receipt offered by the agency or firm from which the expensable item was purchased, or an original copy of a credit statement displaying the payment of the expense(s) including a description of the item(s) purchased, amount of each purchase, date and place of purchase, and the name of the company or establishment from whom the purchase was made.

Title: Code of Business Conduct and Ethics

Date: Revised 8/2018

**CODE OF BUSINESS CONDUCT  
AND ETHICS**

The Workforce Alliance of South Central Kansas Inc. (Workforce Alliance) is a not-for-profit corporation.

The Workforce Alliance Board of Directors appoints a President/Chief Executive Officer responsible for general management and oversight of the workforce and community development programs for which it is responsible, including the management of personnel. The President/Chief Executive Officer reports to and serves at the pleasure of the Board of Directors of the Workforce Alliance.

The policies and procedures contained in the attached Handbook apply to all officers of the Board, and employees; and may be discontinued or changed at the discretion of the Workforce Alliance Board of Directors. The Senior Staff include: President and Vice Presidents. The Workforce Alliance subscribes to the employment-at-will doctrine, and nothing contained in this Handbook constitutes or implies an employment contract between the Workforce Alliance and its employees. The policies and procedures in this Handbook supersede and replace all prior communication.

The Code of Business Conduct and Ethics serves to (1) emphasize the Workforce Alliance's commitment to ethics and compliance with the law; (2) set forth basic standards of ethical and legal behavior; (3) provide reporting mechanisms for known or suspected ethical or legal violations; and (4) help prevent and detect wrongdoing; and (5) outline the personnel policies and procedures to be followed by the employees of the Workforce Alliance.

The Code of Business Conduct and Ethics is a policy adopted by the Board of the Workforce Alliance and does not constitute a contract between the Workforce Alliance and its employees, and should not be construed as such. The policies and information contained in this Handbook may be changed or amended at any time by the Workforce Alliance with or without notice. Employment by the Workforce Alliance is "at will," not for a definite term. An employee may resign at any time and the Company may release an employee any time. Only the President/Chief Executive Officer or the Board of Directors (and only if done in written form) have authority to enter into an agreement for employment for any specified period of time or make any binding representations or agreements inconsistent with this Handbook.

Attachment: Code of Business Conduct and Ethics Handbook

CODE OF BUSINESS CONDUCT  
AND ETHICS HANDBOOK

**Sign-off Page for Code of Business Conduct and Ethics:**

I acknowledge that I have received a copy of the Workforce Alliance of South Central Kansas Code of Business Conduct and Ethics. I agree to read it thoroughly. I agree that if there is any policy or provision that I do not understand I will seek clarification from my supervisor. I understand that Workforce Alliance of South Central Kansas is an "at will" employer, and as such, such employment with Workforce Alliance of South Central Kansas is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. In addition, I understand that these policies and practices are in effect on the date of publication. I understand that nothing contained herein may be construed as creating a promise of future benefits or a binding contract with Workforce Alliance of South Central Kansas for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

I understand that failure to comply with guidelines, policies, work rules and procedures may result in disciplinary action, up to and including, termination of employment.

I understand that any outstanding payment(s) I owe the Workforce Alliance of South Central Kansas (e.g. insurance payment, equipment purchase, etc.) is (are) considered to be a cash advance. Therefore, I thereby authorize the Payroll Department to deduct any balances due the Workforce Alliance from my final paycheck(s) if my employment with Workforce Alliance of South Central Kansas should terminate.

I authorize the use of my photograph or video for the purposes of general promotion of programs or services. If the use of my photograph or video directly relates to me I will be provided the opportunity to approve or deny the usage.

Please sign and date this receipt and return it to the Human Resources Department.

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

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

Print Name: \_\_\_\_\_

**CODE OF BUSINESS CONDUCT AND ETHICS OF  
THE WORKFORCE ALLIANCE OF SOUTH CENTRAL KANSAS**

**TABLE OF CONTENTS**

<b>1</b>	<b><i>ETHICAL STANDARDS</i></b> .....	<b>5</b>
	<b>A. AT WILL EMPLOYMENT</b> .....	<b>5</b>
	<b>B. CONFLICTS OF INTEREST</b> .....	<b>5</b>
	<b>C. CORPORATE OPPORTUNITIES</b> .....	<b>6</b>
	<b>D. PROHIBITIONS ON SOLICITATION, DISTRIBUTION AND ACCESS TO PROPERTY</b> .....	<b>6</b>
	<b>E. FAIR DEALING</b> .....	<b>7</b>
	<b>F. CONFIDENTIALITY</b> .....	<b>7</b>
	<b>G. PROTECTION AND PROPER USE OF CORPORATE ASSETS</b> .....	<b>7</b>
	<b>H. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS</b> .....	<b>8</b>
	<b>I. TIMELY AND TRUTHFUL PUBLIC DISCLOSURE</b> .....	<b>8</b>
	<b>J. REPORTING SUSPECTED FRAUD OR ABUSE</b> .....	<b>8</b>
	<b>K. DEALING WITH THE MEDIA</b> .....	<b>9</b>
	<b>L. SOCIAL MEDIA</b> .....	<b>9</b>
	<b>M. SIGNIFICANT FISCAL DEFICIENCIES</b> .....	<b>9</b>
	<b>N. COMPLIANCE PROCEDURES- HOW TO COMPLY WITH THIS CODE</b> .....	<b>9</b>
	<b>O. DISCIPLINARY ACTIONS</b> .....	<b>10</b>
	<b>P. SUSPECTED ILLICIT ACTIVITY</b> .....	<b>11</b>
<b>2</b>	<b><i>ENVIRONMENTAL CONCERNS</i></b> .....	<b>11</b>
	<b>A. INCLEMENT WEATHER</b> .....	<b>11</b>
	<b>B. TORNADO PROCEDURES</b> .....	<b>12</b>
	<b>C. FACILITY CLOSED</b> .....	<b>12</b>
	<b>D. FACILITY OPEN</b> .....	<b>12</b>
	<b>E. ADA POLICY</b> .....	<b>12</b>
	<b>F. ALCOHOL AND DRUG FREE WORKPLACE</b> .....	<b>13</b>
	<b>G. WEAPON FREE WORKPLACE</b> .....	<b>14</b>
	<b>H. TOBACCO FREE WORKPLACE</b> .....	<b>14</b>
	<b>I. SAFETY STANDARDS</b> .....	<b>14</b>
<b>3</b>	<b><i>PERSONNEL POLICIES AND PROCEDURES</i></b> .....	<b>16</b>
	<b>A. EEO &amp; AFFIRMATIVE ACTION</b> .....	<b>16</b>
	<b>B. ANTI-HARASSMENT POLICY</b> .....	<b>16</b>
	<b>C. NON-FRATERNIZATION POLICY</b> .....	<b>17</b>
	<b>D. CHAIN OF COMMAND</b> .....	<b>17</b>
	<b>E. HIRING POLICY</b> .....	<b>18</b>
	<b>F. PERFORMANCE REVIEWS</b> .....	<b>18</b>
	<b>G. COMPENSATION</b> .....	<b>19</b>
	<b>H. BENEFITS</b> .....	<b>19</b>
	<b>I. LEAVE TIME</b> .....	<b>20</b>
	<b>J. LEAVE REQUEST POLICY/PROCEDURES AND TIME/LEAVE DOCUMENTS</b> .....	<b>24</b>
	<b>K. BUSINESS HOURS</b> .....	<b>25</b>
	<b>L. OVERTIME</b> .....	<b>25</b>
	<b>M. ATTENDANCE/TARDINESS</b> .....	<b>26</b>
	<b>N. FAMILY AND MEDICAL LEAVE ACT</b> .....	<b>26</b>
	<b>O. TRAVEL APPROVAL</b> .....	<b>29</b>
	<b>P. REIMBURSEMENTS/PRE-APPROVED BY THE PRESIDENT/CHIEF EXECUTIVE OFFICER</b> .....	<b>30</b>
	<b>Q. IT NETWORK POLICY</b> .....	<b>30</b>
	<b>R. CELL PHONE USE POLICY</b> .....	<b>31</b>
	<b>S. COMPANY ISSUED CELL PHONES AND ELIGIBILITY FOR CELL PHONE REIMBURSEMENT</b> .....	<b>32</b>
	<b>T. CHANGE OF PERSONAL INFORMATION</b> .....	<b>32</b>
	<b>U. USE OF PHOTOGRAPHS OR VIDEOS OF EMPLOYEES</b> .....	<b>32</b>
	<b>V. REQUEST FOR INFORMATION ABOUT EMPLOYEES</b> .....	<b>32</b>
	<b>W. PERSONAL APPEARANCE</b> .....	<b>32</b>
	<b>X. JOB ABANDONMENT</b> .....	<b>34</b>

# 1 ETHICAL STANDARDS

## A. AT WILL EMPLOYMENT

Employment by the Workforce Alliance is "at will," not for a definite term. An employee may resign at any time and the Company may release an employee at any time. Only the Board of Directors (and only if done in written form) has any authority to enter into any agreement for employment for any specified period of time or make any binding representations or agreements inconsistent with this Handbook.

## B. CONFLICTS OF INTEREST

A conflict of interest exists when a person's private interest interferes in any way with the interests of the Workforce Alliance. A conflict may arise when an employee takes actions or has interests that may make it difficult to perform his or her work objectively and effectively. Conflicts of interest may also arise when an employee, or members of his or her family, receives improper personal benefits as a result of his or her position. Conflicts of interest may not always be clear-cut: if there is a question consult with a supervisor or manager or, if circumstances warrant, the Vice President/Chief Operating Officer. Any employee who becomes aware of a conflict or potential conflict should bring it to the attention of a supervisor, manager or other appropriate personnel.

Staff members should avoid all conflict of interest, both actual and perceived. Staff involved in the procurement process are prohibited from accepting gifts, favors or anything of monetary value from existing or potential contractors or parties to sub-agreements. Every reasonable course of action shall be taken in order to maintain the integrity of the expenditure of public funds and to avoid any favoritism or questionable conduct. Any situation suggesting a decision was influenced by prejudice, bias, special interest or personal gain shall be avoided. Before being awarded a contract a person may be required to ensure, in writing, such person has not been retained in violation of the ethical standards. Failure to do so constitutes a breach of ethical standards.

In order to avoid conflicts of interest, if an individual has a conflict of interest, whether real or perceived, they must notify the Vice President/Chief Operating Officer, remove themselves from the discussion, and abstain from voting on and participating in the procurement.

The following create conflicts of interest and must be avoided by all staff of the organization in procuring goods or services with federal/state funds:

- Gratuities - Soliciting, demanding, accepting or agreeing to accept or to offer, give or agree to give, from/to another person any economic opportunity, future employment, gift, loan, special discount, trip, favor or service, except nominal gifts as specified in state requirements
- Procurement Documents - Any individual's participation in the development of procurement documents, review of procurement packages prior to release to potential bidders, acceptance by deadline, initial review of procurement packages, negotiation, selection, discussion, award or administration of a procurement supported by funds where, to the individual's knowledge, any of the following has a financial or other substantive interest in any organization which may be considered for award:
  - The individual
  - Any member of his or her immediate family
  - His/her partner or
  - Any organization in which any of the above has a material financial or other substantive interest
- Contingent Fees - To solicit or secure a contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee except for retention of bona fide employees or established commercial selling agencies for the purpose of securing business
- Confidentiality and Nondisclosure – Certain information may not be disclosed until a particular

point in the procurement process has been reached. Other information must be kept confidential permanently. The following are examples of procurement information not to be used by any person for actual or anticipated personal gain or for the gain of any other person:

- Information about the funds available or related data, until the information is made known to all bidders
- Number and names of bidders until the contract is awarded and the decision is made public
- Technical or cost/price information to anyone not officially involved in the procurement while the procurement is in progress and
- Certain technical or proposal information the bidder has designated as proprietary or trade secret, even after the award is made and publicized
- Illegal Acts - Accepting or paying bribes or kickbacks, conspiring to thwart the competitive procurement process
- Other Actions – Other actions which create real or apparent conflicts of interest

Substantive interest means any interest of a substantial nature, whether or not financial in nature, including membership on an organization's governing board, acting as the agent for an organization or employed as an officer of an organization.

Immediate family means any person related within the second degree of affinity (marriage) or within third degree of consanguinity (blood) to the party involved. The prohibited relationships are as follows:

- First degree of affinity Husband, wife, spouse's father or mother, son's wife, daughter's husband
- Second degree of affinity Spouse's grandfather or grandmother, spouse's brother or sister
- First degree of consanguinity Father, mother, son, daughter
- Second degree of consanguinity Grandfather, grandmother, brother, sister, grandson, granddaughter and
- Third degree of consanguinity Great grandfather, great grandmother, uncle, aunt, brother or sister's son or daughter, great grandson, great granddaughter

Individuals who violate this policy will face disciplinary action and may be terminated.

### **C. CORPORATE OPPORTUNITIES**

Employees are prohibited from taking for themselves opportunities that are discovered through the use of corporate property, information or position without the consent of the President/Chief Executive Officer. No Employee may use corporate property, information or position for improper personal gain and no employee may compete with the Workforce Alliance directly or indirectly without the knowledge and consent of the President/Chief Executive Officer. Employees owe a duty to advance the legitimate interests of the Workforce Alliance whenever possible.

### **D. PROHIBITIONS ON SOLICITATION, DISTRIBUTION AND ACCESS TO PROPERTY**

The Workforce Alliance wants to avoid distractions and uninvited interruptions while employees are at work. Therefore, the following rules apply:

1. Solicitation of any kind by one employee of another is strictly prohibited while either is on working time. "Working time" does not include break time, meal time or immediately before and after the work day begins. Solicitation includes, but is not limited to sale of raffle tickets, household goods (such as Avon Products), food products or personal items. Exceptions are allowed for certain charitable contributions.



2. Distribution by an employee of advertising material, handbills, printed or written literature, of any kind which doesn't pertain to the mission or vision of the Workforce Alliance, is strictly prohibited during working time and in work areas at all times. Work areas include interior and exterior locations where work-related activities are conducted.

3. Hourly (non-exempt) employees are not permitted access to the interior of our facilities and all working areas when they are not scheduled to work for safety and security reasons without notification of a supervisor/manager.

#### **E. FAIR DEALING**

Employees shall behave honestly and ethically at all times and with all people. They shall act in good faith, with due care, and shall engage only in fair and open practices, by treating ethically suppliers, customers, and colleagues. No employee should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair practice. The offer or acceptance of cash gifts by any employee is prohibited. Employees should discuss with their supervisors, managers or other appropriate personnel any gifts or proposed gifts which may be inappropriate.

#### **F. CONFIDENTIALITY**

Covered Parties must maintain the confidentiality of private, protected information entrusted to them, except when disclosure is authorized by an appropriate legal officer of the Workforce Alliance or required by laws or regulations. Confidential information includes all non-public information. It also includes information that customers have entrusted to the Workforce Alliance. The obligation to preserve confidential information continues even after employment ends.

All Workforce Alliance employees are required to keep all customer information confidential and take steps to ensure customer information is safe guarded as defined in The Handling and Protection of Personally Identifiable Information Policy. The Workforce Alliance also has a Transportation of Records Policy and any Workforce Alliance representative should follow this policy to maintain confidentiality.

All communications that contain information which is protected as private information should include the following confidentiality statement which is posted on the Public Network Drive:

*“All information in this Communication, including attachments, is strictly confidential and intended above solely for delivery to and authorized use by the addresses(s) identified above, and may contain privileged, confidential, proprietary and/or trade secret information entitled to protection and/or exempt from disclosure under applicable law. If you are not the intended recipient, please take notice that any use, distribution or copying of this Communication, and/or any action taken or omitted to be taken in reliance upon it, is unauthorized and may be unlawful. If you have received this Communication in error, please notify the sender and delete this Communication.”*

#### **G. PROTECTION AND PROPER USE OF CORPORATE ASSETS**

All employees should endeavor to protect the Workforce Alliance's assets and ensure their efficient use. Theft, carelessness, and waste have a direct impact on the Workforce Alliance. Any suspected incident of fraud or theft should be immediately reported for investigation. Equipment should not be used for non-corporate business; incidental personal use is permitted.

The obligation of employees to protect assets includes its proprietary information. Proprietary information includes intellectual property such as trade secrets, patents, trademarks, and copyrights, as well as business, marketing and service plans, engineering and manufacturing ideas, designs, databases, records, and any unpublished financial data and reports. Unauthorized use or distribution of this information would violate policy. It could also be illegal and result in civil or criminal penalties.

Any supply (including computers) or equipment shall be protected while on location or during transportation and used at an approved off site work location. Staff shall not leave assets in a car or unattended location for any period of time with the exception of quick stops. Workforce Alliance prefers assets to be out of view of others if at all possible when secured.

#### **H. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**

Obeying the law, both in letter and in spirit, is the foundation on which the Workforce Alliance's ethical standards are built. In conducting business employees shall comply with applicable governmental laws, rules and regulations at all levels of government. Although not all employees are expected to know the details of these laws; it is important to know enough about the applicable local, state and national laws to determine when to seek advice from supervisors, managers or other appropriate personnel.

#### **I. TIMELY AND TRUTHFUL PUBLIC DISCLOSURE**

In reports and documents filed or submitted, and in other public communications, the employees involved in the preparation of such reports and documents (including those who are involved in the preparation of financial or other reports and the information included in such reports and documents) shall make disclosures that are full, fair, accurate, timely and understandable. Where applicable, these employees shall provide thorough and accurate financial and accounting data for inclusion in such disclosures.

#### **J. REPORTING SUSPECTED FRAUD OR ABUSE**

Employees are required to report suspected fraud or abuse of any kind timely. Suspected fraud can include misapplication of funds, gross mismanagement, or abuse of authority. Fraud can be, but not limited to, bribery, forgery, extortion, embezzlement, theft, kickbacks, misuse of funds, misrepresentation of information.

Employees are protected by Whistleblower's Act (Kansas Statue No. 75-2973) and Whistleblowers posters are posted along with other legally required employment notices.

Employees are required to report to any suspected fraud or abuse by contacting one of the two following individuals.

President & CEO Keith Lawing 300 W Douglas, Suite 850 Wichita, KS 67202 316-771-6604 Keith@Workforce-KS.com	VP and Chief Operating Officer Chad Pettera 300 W Douglas, Suite 850 Wichita, KS 67202 316-771-6602 Chad@Workforce-KS.com
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If the employee is not comfortable reporting suspected fraud or abuse to either of the two named individuals they can contact the current Local Workforce Development Board Chair, which has current contact information posted at [www.workforce-ks.com](http://www.workforce-ks.com) or they can report to the state of Kansas at:

Kansas Department of Commerce  
 Director or Regulatory Compliance  
 1000 SW Jackson St, Suite 100  
 Topeka, KS 66612-1354  
 785-296-2122  
 (fax) 785-296-3612  
[crc@kansascommerce.com](mailto:crc@kansascommerce.com)

or to the United States Department of Office of the Inspector General (OIG/USDOL) at 1- 800-347 3756.

Workforce Alliance Management that are made aware of suspected fraud or abuse in federally funded programs must report such reports to the Kansas Department of Commerce within 1 business day and complete the Kansas Department of Commerce's Fraud and Abuse Incident Report Form found at [www.kansasworksstateboard.org/PoliciesandProcedures](http://www.kansasworksstateboard.org/PoliciesandProcedures). If the situation is an emergency or serious allegations are being made those reports must be made immediately to the United States Department of Labor Office of Inspector General at 1-816-285-7240 with follow up to the Kansas Department of Commerce.

## **K. DEALING WITH THE MEDIA**

No employee of the Workforce Alliance shall communicate or interact with the media except for the Communications Manager/Public Information Officer or the President/Chief Executive Officer, or unless given prior approval by the Public Information Officer or the President/Chief Executive Officer.

## **L. SOCIAL MEDIA**

The Five Core Values of the Workforce Alliance in the Online Social Media Community are:

1. Transparency in every social media engagement. The Workforce Alliance does not condone manipulating the social media flow by creating "fake" destinations and posts designed to mislead followers and control a conversation.
2. Protection of our customer's and/or fellow staff member's privacy. The collection, storage, usage, or sharing of Personally Identifiable Information (PII) should be done pursuant to applicable privacy and information policies and laws and shall not be shared via Social Media without consent.
3. Respect of copyrights, trademarks, rights of publicity, and other third party rights including regard for user generated content. Consult with management to make informed, appropriate decisions.
4. Responsibility in the use of technology. Do not use or align the Company with any organizations or websites that deploy the use of excessive tracking software, adware, malware, or spyware.
5. Utilization of best practices, listening to the online community, and compliance with applicable regulations to ensure that these Online Social Media Principles remain current and reflect the most up-to-date and appropriate standards of behavior.

## **M. SIGNIFICANT FISCAL DEFICIENCIES**

Stewardship of the company's funds dollar is the utmost expectation. Stealing or misuse of corporate funding will not be tolerated and will result in disciplinary action including and up to termination. When any suspected activities of fiscal deficiencies are noticed, staff should follow section J on reporting suspected fraud or abuse.

## **N. COMPLIANCE PROCEDURES- HOW TO COMPLY WITH THIS CODE**

Staff must work together to ensure prompt and consistent action against violations of this code. In some situations, however, it is difficult to know if a violation has occurred. Because every situation that will arise cannot be anticipated, it is important that there is a process to approach a new question or problem. These are the steps to keep in mind:

- Make sure all the facts are known. In order to reach the right solutions, it is necessary to be as informed as possible.

- Ask the question: What specifically is being asked? Does it seem unethical or improper? Use judgment and common sense. If something seems unethical or improper, it probably is.
- Clarify responsibilities and roles. In most situations, there is shared responsibility. Are colleagues informed? It may help to get others involved and discuss the problem.
- Discuss the problem with a supervisor. This is the basic guidance for all situations. In many cases, the supervisor will be more knowledgeable about the questions, and he or she will appreciate being consulted as part of the decision-making process.
- Seek help from Workforce Alliance resources. In rare cases where it would be inappropriate or uncomfortable to discuss an issue with a supervisor, or where it is believed the supervisor has given an inappropriate answer, discuss it locally with a member of Senior Staff.
- Ethical violations may be reported in confidence without fear of retaliation. If the situation requires that a person's identity be kept secret, anonymity will be protected to the maximum extent consistent with the legal obligations. The Workforce Alliance in all circumstances prohibits retaliation of any kind against those who report ethical violations in good faith. Any employee may report any violation to their supervisor or other Senior Staff. The employee may report any violations of the Whistle Blowers Act by calling 1-800-572-2249.
- Ask first, act later. If unsure of what to do in any situation, seek guidance before acting.

## O. DISCIPLINARY ACTIONS

The Workforce Alliance has adopted a progressive discipline policy to identify and address employee and employment related problems. This policy applies to any and all employee conduct that the company, in its sole discretion, determines must be addressed by discipline. Of course, no discipline policy can be expected to address each and every situation requiring corrective action that may arise in the workplace. Therefore, the Workforce Alliance takes a comprehensive approach regarding discipline and will attempt to consider all relevant factors before making decisions regarding discipline.

Most often employee conduct that warrants discipline results from unacceptable behavior, poor performance or violation of the Workforce Alliance's policies, practices or procedures. However, discipline may be issued for conduct that falls outside of those identified areas. Equally important, the Workforce Alliance need not resort to progressive discipline, but may take whatever action it deems necessary to address the issue at hand. This may mean that more or less severe discipline is imposed in a given situation. Likewise, some policies like harassment, contain specific discipline procedures.

Progressive discipline may be applied to employees even when the conduct that leads to more serious discipline is not the same that resulted in less severe discipline. That is, violations of different rules shall be considered the same as repeated violations of the same rule for purposes of progressive action.

The Workforce Alliance will normally adhere to the following progressive disciplinary process:

1. **Verbal Warning:** An employee will be given a verbal warning when a problem is identified that justifies a verbal warning or the employee engages in unacceptable behavior during the period a verbal caution is in effect. Verbal warnings are documented and placed in the employee's personnel file.
2. **Written Warning:** A written warning is more serious than a verbal warning. A written warning will be given when an employee engages in conduct that justifies a written warning. Written warnings are maintained in an employee's personnel file.

3. Suspension: A suspension without pay is more serious than a written warning. An employee will be suspended when he or she engages in conduct that justifies a suspension or the employee engages in unacceptable behavior.

4. Decision Making Leave: Generally following a suspension, an employee will be reprimanded then sent home for the day on decision making leave. This is intended to help the employee decide whether they should continue employment with the Workforce Alliance. If the employee returns they will be expected to improve performance, and to follow the Workforce Alliance's policies and procedures and continue their employment without interruption. The other option is the employee may choose to resign.

5. Termination: An employee will be terminated when he or she engages in conduct that justifies termination or does not correct the matter that resulted in less severe discipline.

Again, while the Workforce Alliance will generally take disciplinary action in a progressive manner, it reserves the right, at its sole discretion, to decide whether and what disciplinary action will be taken in a given situation.

## **P. SUSPECTED ILLICIT ACTIVITY**

The people that the Workforce Alliance serve shall not be subjected to physical or verbal abuse, neglect, or any form of mistreatment by staff or visitors of the Workforce Alliance.

- Definition: Illicit activity is any activity perpetrated against a person that is in violation of that person's rights, including, but not limited to, assault, rape or sexual assault, abuse, theft or criminal conduct.

Any alleged violation shall be immediately reported to the supervisor who is responsible for initiating a thorough investigation and ensuring the details are written and presented to the President/Chief Executive Officer. If the act is a direct threat to any individual the employee is to contact the appropriate emergency services (policy, fire, etc.) before contacting a supervisor or other employee or partner. Failure to report any incident may be grounds for dismissal. The supervisor will maintain confidentiality as far as possible by reminding staff not to discuss the incident with anyone except the supervisor and President/Chief Executive Officer.

If the allegation is substantiated, the President/Chief Executive Officer shall be responsible for invoking appropriate discipline up to, and including, termination. This action will be recorded and will be placed in the employee's personnel file. The President/Chief Executive Officer will report the incident to the appropriate authorities.

## **2 ENVIRONMENTAL CONCERNS**

### **A. INCLEMENT WEATHER**

If inclement weather is affecting any part of its service area, the Workforce Alliance will make a determination on the operational status of any of the Workforce Centers.

If a decision is made to close a Workforce Center or open late, the decision will be made by 6:15 a.m., and the information will be relayed to staff and the public. Staff of the Workforce Center can call the staff operation phone line at 316-771-6677. A recorded message will be left by 6:15 a.m. relaying the status of any of the Workforce Centers.

## **B. TORNADO PROCEDURES**

In the event of a tornado threat, all employees shall evacuate to the identified designated safety area:

- Wichita Workforce Center – The Eisenhower, McConnell, and Jabara rooms should be filled first, then overflow into the Air Capital Room
- Garvey Center- Interior space away from windows or the basement of either of the facilities
- Butler Workforce Center – South Central Mental Health has a designated shelter on the south side of the building
- Cowley Workforce Center – in the Community National Bank
- Sumner Workforce Center – the interior restroom

Once in the designated safety area, persons shall:

- Stay away from all glass windows and doorways
- Remain in the safety area until given the all clear from Emergency Coordinators

Employees and/or customers with disabilities should discuss what to do in case of a tornado with their supervisor on duty and Emergency Coordinator.

Tornado drills will be held annually each spring.

## **C. FACILITY CLOSED**

If the facility is announced to be closed on a given day, the Workforce Alliance staff will receive regular pay for the day of closure. If the facility makes the decision to open at the regular time, but close early, or open late, all staff will be paid for the duration of their schedule for that particular work day.

## **D. FACILITY OPEN**

If the facility remains open on an adverse weather day, employees who report to work will receive normal pay for the day, i.e., exempt staff will receive their regular salary and hourly employees will be paid at their base rate for all hours worked. If an employee elects not to report to work on a facility open day, the employee can elect to 1) use any accrued paid time off for the missed day or 2) the employee will not be paid for the day.

## **E. ADA POLICY**

The Americans with Disabilities Act (ADA) and ADA Amendments Act (ADAAA) of 2008 requires employers to reasonably accommodate qualified individuals with disabilities. It is the policy of The Workforce Alliance to comply with all Federal and state laws concerning the employment of persons with disabilities.

It is Workforce Alliance policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

The Workforce Alliance will reasonably accommodate qualified individuals with a temporary or long-term disability so that they may perform the essential functions of a job.

An individual who can be reasonably accommodated for a job, without undue hardship, will be given the same consideration for that position as any other applicant.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable

accommodation, will not be hired. Current employees who pose a direct threat to the health of safety of the other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employee's immediate employment situation.

### **Definitions**

As used in this policy, the following terms have the indicated meaning and will be adhered to in relation to the ADA policy.

"Disability" refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual. An individual who has such an impairment, has a record of such an impairment, or is regarded as having such an impairment is a "disabled individual."

"Direct threat to safety" means a significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.

A "qualified individual" means an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or has applied for.

"Reasonable accommodation" means making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, adjustment or modification of examinations, adjustment or modification of training materials, adjustment or modification of policies, and similar activities.

"Undue hardship" means an action requiring significant difficulty or expense by the employer. The factors to be considered in determining an undue hardship include: (1) the nature and cost of the accommodation; (2) the overall financial resources of the facility at which the reasonable accommodation is to be made; (3) the number of persons employed at that facility; (4) the effect on expenses and resources or other impact upon that facility; (5) the overall financial resources of the Workforce Alliance; (6) the overall number of employees and facilities; (7) the operations of the particular facility as well as the entire Workforce Alliance; and (8) the relationship of the particular facility to the Workforce Alliance. These are not all of the factors but merely examples.

"Essential job functions" refers to those activities of a job that are the core to performing said job for which the job exists that cannot be modified.

## **F. ALCOHOL AND DRUG FREE WORKPLACE**

This policy establishes guidelines for maintaining an Alcohol and Drug Free Workplace as delineated in the Federal Drug Free Workplace Act.

All employees are prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances. Any staff member violating this policy is subject to discipline, up to and including termination, for a first offense. Controlled substances include, but are not limited to:

- Alcohol
- Narcotics (heroin, morphine, etc.)
- Cannabis (marijuana, hashish)
- Stimulants (cocaine, methamphetamine, etc.)
- Depressants (tranquilizers)
- Hallucinogens (PCP, LSD, "designer drugs", etc.)

Any employee convicted of violating a criminal drug statute must inform the Workforce Alliance of such conviction (including a plea of guilty or nolo contendere) within five days of the conviction. Failure to inform the Workforce Alliance subjects the employee to disciplinary action up to and including termination for the first offense.

The Workforce Alliance may test employees for drug usage at any time.

## **G. WEAPON FREE WORKPLACE**

To ensure that the Workforce Alliance maintains a workplace safe and free of violence for all employees, the possession or use of perilous weapons on Workforce Alliance property is prohibited. A license to carry a weapon does not supersede Workforce Alliance policy. Any employee in violation of this policy will be subject to prompt disciplinary action, up to and including termination. All Workforce Alliance visitors are subject to this provision, including contract and temporary employees, and customers on Workforce Alliance property.

"Workforce Alliance property" is defined as all Workforce Alliance owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways and parking lots under the Workforce Alliance's ownership or control.

"Dangerous weapons" include, but are not limited to, firearms, explosives, knives and other weapons which may be considered dangerous or that could cause harm.

Employees are responsible for making sure that any item possessed by the employee carried onto Workforce Alliance property is not prohibited by this policy.

The Workforce Alliance reserves the right at any time and at its discretion to search all Workforce Alliance-owned or leased vehicles and all vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures and persons entering its property, for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this policy.

## **H. TOBACCO FREE WORKPLACE**

Smoking, e-cigarettes, or the use of smokeless tobacco shall not be permitted in any enclosed Workforce Alliance facility. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, cafeterias, employee lounges, stairs, restrooms, and all other enclosed facilities. This policy applies to all employees, clients, contractors, and visitors. Smoking shall be permitted only at a reasonable distance of at least 20 feet outside entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited; so as to insure that tobacco smoke does not enter those areas.

Those employees who smoke, use e-cigarettes, or use smokeless tobacco and would like to take this opportunity to quit are invited to call the free Kansas Tobacco Quitline (1-800-QUIT-NOW) for telephone cessation counseling and support. The success of this policy will depend on the thoughtfulness, consideration, and cooperation of both smokers and nonsmokers. All employees share in the responsibility for adhering to and enforcing this policy.

## **I. SAFETY STANDARDS**

Since the Workforce Alliance strives to ensure a safe workplace, it will be the responsibility of each staff member to adhere to the following:

- Work according to good safety practices as posted, instructed and discussed;
- Refrain from any unsafe act that might endanger oneself, the people served or co-workers;



- Use all safety devices provided for his or her protection; failure to comply with safety requirements could result in immediate dismissal;
- Report any unsafe situation or acts immediately to the supervisor;
- Assume his or her share of the responsibility for thoughtless or deliberate acts that cause injury to oneself, co-workers or those we serve; and
- The workplace may be monitored by security personnel and security cameras to help protect employees.

Employees who are injured while at work must notify their supervisor immediately.

Note: Employees are not expected to perform first aid nor subject themselves to risks arising from blood borne or bodily fluid exposure. Every employee should feel free to call 911 for emergency assistance. No approval is needed from supervisors or managers. Informing them that the call was placed is necessary in order to direct services.

## 1. Fire Prevention and Emergency

- Electrical equipment should be turned off when not in use.
- Employees should notify a supervisor of any equipment that has cracked or exposed wiring, is causing a shock or emitting sparks, or appears to be a potential fire hazard.
- Employees should familiarize themselves with the location of fire exits, alarms and extinguishers.
- If an employee sees smoke or fire, the fire alarm should be pulled to alert the people on the floor and in the building. If it is a small fire, a nearby fire extinguisher may be used as necessary after the fire department is notified.
- Only if time permits before evacuation of the building, secure classified information; turn out lights, shut off equipment and close doors.

In the event of an emergency, all employees shall evacuate to the identified designated evacuation area:

- Wichita Workforce Center – in the parking lot north of Walmart
- Garvey Center- In front of the Metro Chamber of Commerce
- Butler Workforce Center – Parking lot away from the facility
- Cowley Workforce Center – directly across Main Street
- Sumner Workforce Center – directly across Washington Street

Staff shall not interfere with any emergency personnel but shall provide assistance if requested by emergency personnel.

## 2. Bomb Threats

Bomb threats may be made in a variety of ways. The majority of threats are received through phone calls, but can be communicated in person, in writing, or by a recording. Information you collect is vital in helping authorities in the investigation. All employees must have access to the Workforce Center Bomb Threat Checklist form; keep a blank copy near your phone. If a threat is made or a suspicious device or package noticed, call 911.

An electronic version of the form will be made available to all partner agencies. Additionally, a printable PDF version of the form may be accessed through the Workforce Alliance website by following the steps below:

1. Go to [www.workforce-ks.com](http://www.workforce-ks.com)
2. Log into the Intranet
3. Click on “Documents”
4. Type Bomb Threat Checklist in the search field and click enter

5. Click on link to open the document

### **3 PERSONNEL POLICIES AND PROCEDURES**

#### **A. EEO & AFFIRMATIVE ACTION**

##### **EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

The Workforce Alliance believes that equal opportunity for all employees is important for the continuing success of the organization. In accordance with state and federal law, the Workforce Alliance will not discriminate against an employee or applicant for employment because of race, disability, color, creed, religion, sex (including marital status), age, national origin, ancestry, citizenship, veteran status, sexual orientation, gender expression and gender identity or non-job related factors in hiring, promoting, demoting, training, benefits, transfers, layoffs, terminations, recommendations, rates of pay or other forms of compensation. Opportunity is provided to all employees based on qualifications and job requirements. Employees may address questions or concerns about Equal Employment Opportunity to their supervisor, Vice President/Chief Operating Officer, or the President/Chief Executive Officer.

##### **AFFIRMATIVE ACTION STATEMENT**

The Workforce Alliance provides equal employment opportunity to all persons without regard to race, disability, color, creed, religion, sex (including marital status), age, national origin, ancestry, citizenship, veteran status, sexual orientation, gender expression and gender identity or non-job related factors, and promotes the full realization of this policy through a positive, continuing program of affirmative action. The Workforce Alliance is committed to equal opportunity for all applicants and employees in personnel matters including recruitment and hiring, benefits, training, promotion, compensation, transfer and layoff or termination. The Workforce Alliance strives for a staff which reflects the diversity of the community it serves.

#### **B. ANTI-HARASSMENT POLICY**

The Workforce Alliance promotes a productive work environment and does not tolerate verbal or physical conduct by any employee that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment.

Employees are expected to maintain a productive work environment that is free from harassing or disruptive activity. No form of harassment will be tolerated.

Each supervisor and manager has a responsibility to keep the workplace free of any form of harassment, in particular, sexual harassment.

No supervisor or manager is to threaten or insinuate, either explicitly or implicitly, that an employee's refusal or willingness to submit to sexual advances will affect the employee's terms or conditions of employment.

Other sexually harassing or offensive conduct in the workplace, whether committed by supervisors, managers, non-supervisory employees, partners or non-employees, is also prohibited. Prohibited conduct includes, but is not limited to:

- Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions;
- Verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, and offensive personal references;
- Demeaning, insulting, intimidating, or sexually suggestive comments about an individual;

- The display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, or photographs;
- Demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages.

Any of the above conduct, or other offensive conduct, directed at individuals because of their of race, disability, color, creed, religion, sex (including marital status), age, national origin, ancestry, citizenship, veteran status, sexual orientation, gender expression and gender identity or any other characteristic protected by law is also prohibited.

Any employee who believes that a supervisor, manager, other employee, or non-employee's actions or words constitute unwelcome harassment has a responsibility to report/complain about the situation as soon as possible. Correspondingly, The Workforce Alliance expects any supervisor, manager, or employee who receives information indicating that this policy has been violated by any person to report such information to the proper level of authority. The report/complaint should be made to the employee's supervisor; or to any member of senior management, up to and including the President/Chief Executive Officer if the complaint involves the supervisor or manager.

Employees always have a viable means to report violations of this policy to upper management, and will not be retaliated against for reporting violations at any level.

All complaints of harassment will be investigated promptly and in as impartial and confidential a manner as possible. Employees are required to cooperate in any investigation. A timely resolution of each complaint should be reached and communicated to the parties involved.

Any employee, supervisor, or manager who is found to have violated the harassment policy may be subject to appropriate disciplinary action, up to and including termination. The Workforce Alliance prohibits any form of retaliation against employees for bringing bona fide complaints or providing information about harassment.

### **C. NON-FRATERNIZATION POLICY**

While the Workforce Alliance does not wish to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct and relationships may interfere with the organization's legitimate business interests. To prevent unwarranted sexual harassment claims, uncomfortable working relationships, morale problems among other employees, and even the appearance of impropriety, managers and supervisors of the Workforce Alliance are strictly prohibited from engaging in consensual romantic or sexual relations with any managers/supervisors or lower-level employees of the Workforce Alliance.

This policy is intended to supplement our existing sexual harassment policy. If you have any questions concerning the intent of this policy or its application to any existing or contemplated relations, please consult the human resources staff. All such inquiries will be treated as confidentially as possible under the circumstances and consistently with the business needs of the organization.

### **D. CHAIN OF COMMAND**

The Workforce Alliance Board of Directors is responsible for approving policies for its operations. The Board employs the President/Chief Executive Officer to whom it delegates responsibility for the day-to-day administration of the Workforce Alliance. The President/Chief Executive Officer manages the staff using policies approved by the Board of Directors.

Workforce Alliance staff members are accountable to the President/Chief Executive Officer. In the absence of the President/Chief Executive Officer, the Vice President/Chief Operating Officer has the

authority to act in the President/Chief Executive Officer's behalf. Senior Staff include the President and the Vice Presidents.

All staff members are encouraged to provide input and suggestions concerning overall operation and programs of the Workforce Alliance, following the proper channels of communication. Staff members should initially bring their comments to their immediate supervisor. In those cases, where this may not be appropriate; employees may approach the President/Chief Executive Officer or the Vice President/Chief Operating Officer,

The Workforce Alliance operates in an "open door" manner. All staff input is considered and may be presented without fear of personal recrimination against the staff member or his/her position.

## **E. HIRING POLICY**

All vacant positions will be posted both internally and for the general public. At the discretion of the President/Chief Executive Officer a posting may be limited to current employees only or a promotion maybe awarded based on performance to a current employee. The posting will include instructions for applying, a statement of Equal Opportunity compliance and accommodation, a closing date.

Following a review of all complete applications, the Workforce Alliance will determine which candidates most nearly meet the posted requirements and merit an interview. Interview panels must consist of a minimum of two Workforce Alliance employees, unless a written waiver by the President/Chief Executive Officer has been issued due to unusual circumstances. Interview panels will use a set of standard questions which each applicant will be asked, and the responses scored by the panel. Additional questions maybe asked during the interview to clarify or expand the panel's understanding of the responses. Each interview team will determine a consistent and fair process for evaluating the application, including the written application and the interview, in order to make a recommendation which may lead to a conditional job offer.

The President/Chief Executive Officer, or his designee, will make conditional offers of employment to those candidates recommended by the interview panel. The conditional job offer is based on: the applicant's written assent to acknowledge Workforce Alliance policies, consenting to and passing all necessary drug, background and reference checks, and any other condition set by the Workforce Alliance that must be met before the candidate is considered an employee. The Workforce Alliance is an Equal Opportunity Employer.

Following an acceptance of an offer of employment, all new employees will be given a start date and location to report for an orientation session. Authorization forms and policies must be signed and returned within two business days. Time spent in orientation is paid. During the orientation new employees will be given a copy of the Employee Handbook and other workplace rules, policies and information about their positions.

In accordance with state and federal law, the Workforce Alliance will not discriminate against an employee or applicant for employment because of race, disability, color, creed, religion, sex (including marital status), age, national origin, ancestry, citizenship, veteran status, sexual orientation, gender expression and gender identity or non-job related factors in hiring, promoting, demoting, training, benefits, transfers, layoffs, terminations, recommendations, rates of pay or other forms of compensation. Opportunity is provided to all employees based on qualifications and job requirements.

## **F. PERFORMANCE REVIEWS**

All employees shall receive, at least annually, a performance review which will objectively assess his/her performance and accomplishments relative to the position description. Performance reviews will be given to all employees within 30 days of a due date set by the President/CEO.

New employees will have performance reviews given at the completion of three months' employment. If that three months' review is due within 45 days of the set annual review, the annual review will be sufficient.

If an existing employee is placed in a new role that significantly changes their primary job duties, an evaluation may be completed (decision to be made by the of the supervisors involved in the employee transfer and human resources). The existing employee that transfers positions may request a review at 3 months of employment in the new position.

A performance review may be given at any time at the discretion of the President/Chief Executive Officer or an employee's supervisor.

All employees must be given the opportunity to review and receive copies of performance reviews. Employees are encouraged to include written comments on the performance review if appropriate. Employees who disagree with performance reviews are encouraged to discuss areas of disagreement with their supervisor or a member of senior staff. Employees must sign and date the performance review after all comments have been noted.

Performance reviews become a permanent part of the employee's personnel file. This information will be held in strict confidence and may only be released to an outside party with the prior written approval of the employee.

## **G. COMPENSATION**

Compensation will be reviewed by the Workforce Alliance annually. Base Workforce Alliance wages/salary will be based on labor statistics gathered to ensure compensation is in-line with the regional averages for the work performed. Salary/Workforce Alliance wage ranges will be established based on the labor data for each position and posted on the position descriptions provided to employees.

Salary increases are based on merit and performance as indicated in the employee's written evaluation. The fulfillment of a certain period of time in a position does not, in itself, justify a salary increase.

Salary increases depend on the Workforce Alliance's ability to meet its budget and performance standards.

Incentive awards may be awarded by the President/Chief Executive Officer based on the organization's and/or individual's performance.

## **H. BENEFITS**

Employees with a normal scheduled work week of 30 hours or more will be eligible for all benefits. The employee will be eligible for participation in the retirement plans after successful completion of six months' employment. Employees will be eligible for health, dental, and other insurance plans 30 days after their start date, but benefits will not begin until 1st day of the following month. Part-time employees will be eligible for the different leave with pay categories addressed in the sections below.

Voluntary deductions are made only with written authorization of the employee which is kept on file with the HR Office. Voluntary deductions include sums designated for the retirement plan and other insurance plans. If errors in deductions occur, the employee shall notify the HR Office of the error. WA will correct any errors in deductions the pay period following the notification of error. Forms are available on the Public Network Drive or by contacting the HR Office. Changes to insurance plans may only be made during the open enrollment period which will be 30 days in November into December of each year. If certain qualifying life events occur, a change may be permitted, but the benefit provider will set the determining life events criteria.

**Health Insurance** will be available through a contracted provider. The Workforce Alliance will share in the costs associated with the plan.

**Dental Insurance** will be available through a contracted provider. The Workforce Alliance will match the cost at the same percentages as the health insurance.

**Medical Flex Spending Account** may be available through a contracted provider. The Workforce Alliance will not match any part of the benefit and will be solely funded by the employee.

**Dependent Care Spending Account** may be available through a contracted provider. The Workforce Alliance will not match any part of the benefit and will be solely funded by the employee.

Other Insurances (disability, life, etc.) may be available through a contracted provider. The Workforce Alliance will not match any part of the benefit and will be solely funded by the employee.

**Workers Compensation Insurance** will be provided for all employees. This insurance covers medical care for work related injuries and financial income (in certain situations). All on the job accidents should be reported to the employee's supervisor/manager as soon as possible after the accident. The supervisor/manager will provide the instructions and procedures to follow.

**Unemployment Insurance** will be provided for all employees through the State of Kansas. Unemployment Insurance provides financial assistance (weekly benefit payments) during a time when an employee is unemployed. Benefits are based on eligibility determined by the State of Kansas.

## I. LEAVE TIME

### 1. Paid Time Off (PTO)

The Workforce Alliance provides paid time off (PTO) for rest and relaxation which the Workforce Alliance believes is important for employees' physical and mental health.

Full time employees accrue PTO time per pay period according to the accrual schedule below. Part time employees will accrue PTO at a prorated level of actual hours worked based on the accrual schedule below:

<u>Years of Service</u>	<u>Pay Period Accrual</u>	<u>Annual Accrual</u>	<u>Maximum Balance</u>
0-2	4.62 hours	120 hours	240 hours
3-5 Years	6.15 hours	160 hours	240 hours
6-9 Years	6.92 hours	180 hours	300 hours
10+ Years	7.31 hours	190 hours	300 hours

No more than 10 consecutive leave days may be taken without approval from a member of Senior Staff.

Employees that terminate employment will be paid out their PTO balance at the following rates.

<u>Years of Service</u>	<u>Pay Out %</u>
<1	0% of Balance
1-5	50% of Balance
6+	100% of Balance

Once an employee gives notice of termination (required two weeks) or quits without two weeks' notice, any PTO scheduled prior to the termination date or taken during the final two weeks of employment will be changed to leave without pay. However, employees with PTO leave approved at least 60 days prior to the termination date will be allowed to take PTO leave. Unused PTO may not be used if an employee has been placed on suspension or administrative leave.

## 2. LONG TERM SICK LEAVE ACCOUNT (LTSL)

Long term sick leave (LTSL) is an account for employees to accumulate leave for planned or unplanned absences due to illness or medical leave for themselves or immediate family members or any FMLA approved absence. LTSL may only be taken on absences of greater than 4 consecutive working days. Any leave time less than or equal to 4 days will be charged to PTO if available or leave without pay. On June 1<sup>st</sup> of each year, if an employee has more than 140 hours of PTO available, the employee may transfer part or all of those excess hours into this account. If the employee wishes to transfer PTO hours to LTSL, the employee has until June 15<sup>th</sup> to notify HR of any PTO hours they wish to transfer. The maximum Long Term Sick Leave account balance will be 800 hours.

Upon employee termination, any employee with a balance in their LTSL account will be eligible for payout based on the following schedule.

<u>Length of Service</u>	<u>% paid out</u>
0-2 Years	0%
3-5 Years	15%
6-9 Years	25%
10+ Years	50%

Once an employee gives notice of termination (required two weeks) or quits without two weeks' notice any LTSL scheduled during the final two weeks of employment will be changed to leave without pay.

## 3. LEAVE WITHOUT PAY

Leave without pay may only be approved by a member of Senior Staff. Leave without pay is not generally accepted, unless in unforeseen circumstance. Full Time hourly paid employees are expected to be in pay status for 40 hours each week unless otherwise scheduled. Leave without pay is not reported on the timesheet. A pattern or continual usage or requests for leave without pay will result in implementation of the Discipline Policy (section O).

## 4. BEREAVEMENT LEAVE

With the recommendation of the supervisor and the approval of the President/Chief Executive Officer, the employee may be granted up to five (5) days of bereavement leave depending upon the relationship to the deceased and necessary travel time.

Generally, bereavement leave may be approved based on the following relationships:

- Spouse
- Parent (natural, step, adopted, or foster)
- Child (natural, step, adopted, or foster),
- Grandparent or grandparent-in-law,
- Grandchild (natural, step, adopted, or foster),
- Brother or sister (natural, half-, step, or adopted),
- Father- or mother-in-law,
- Son- or daughter-in-law, and
- Aunt or uncle

Exceptions to the above may be granted by the President/Chief Executive Officer.

Proof of funeral leave taken (e.g., copy of funeral announcement from newspaper or memorial service announcement) must accompany the Workforce Alliance employee's time sheet for the pay period during which leave was taken. The following information must be included with the leave request: relationship of the deceased to the employee, place (city and state) and date of the funeral, and the date of death.

All employees are paid funeral leave based on the number of their regular scheduled hours per day; e.g. an employee who works 6 hours per day may receive 6 hours paid funeral leave.

## **5. MILITARY LEAVE**

A member of the National Guard or Reserves, who is directed to participate in periodic field training, will receive unpaid military leave for a maximum period of 15 calendar days annually. Such leave shall not affect the vacation leave in any way. This benefit shall be available to Part-Time Employees.

Employees who are indefinitely deployed in active service or an act authorizing the President to order to active duty the National Guard and reserve components of the Navy, Coast Guard, Army, Air Force or Marine Corps are entitled to military leave. Military leave is a leave of absence without pay and terminates either 90 days after the employee's discharge from the service, or one year after the employee is released from hospitalization continuing after discharge. The employee will be reinstated to his or her former position or to a position of similar seniority, status and pay if the Workforce Alliance is informed of the discharge no fewer than 60 days prior to the employee's planned return.

## **6. JURY DUTY & SUBPOENAED LEAVE**

If employees are called to serve on jury duty, they should notify their supervisors immediately. All full time employees will be on paid status while serving jury duty. Part-time employees will be on paid status if the leave falls on a normally scheduled work day.

Employees will be paid the difference between their regular salary and the amount received as jury pay. A copy of the jury summons must be submitted to supervisors in order for employees to receive pay.

If an employee is served with a subpoena requiring him or her to serve as a witness, the employee will be permitted time off to attend hearings/trial without loss of job. If the subpoena is directly related to work, the time spent shall not result in any loss in pay. Subpoenaed employees will be paid the difference between their regular salary and the amount received as any fee that may be earned from the court. Documentation of witness times and any payment must be submitted to the employee's supervisor.

## **7. LEAVE OF ABSENCE**

At the discretion of the President/Chief Executive Officer, a leave of absence may be granted without pay to employees who have been employed at least six months by the Workforce Alliance. The Family and Medical Leave Act (FLMA) policy would supersede this section if FLMA is applicable.

## **8. PAID HOLIDAYS**

The Workforce Alliance will follow the State of Kansas Official Holidays. The holidays can be found at the following web link:

<https://admin.ks.gov/offices/personnel-services/holidays>

All full time employees will receive the Workforce Alliance recognized holidays with pay, at their individual regular rate. The number of hours received for holiday pay depends on the normal scheduled hours for that day of the week.

Hourly Employees required to work (ordered by a Senior Staff Member) will be paid at twice their normal rate for that day. Salaried employees required to work a scheduled holiday will



receive the number of hours worked credited to their PTO account at 1.5 times the hours worked.

Part time employees whose officially scheduled work day falls on a holiday will receive holiday pay based on the normal number of hours that would normally be worked during that day. Part time employees will receive compensation at a rate equal to his or her regular hourly rate.

Employees who are absent, without prior approval from their supervisor, on either the day before or the day after a holiday must bring a slip from a physician, detailing the reason for the absence.

Failure to furnish this physician's slip will result in the staff member not being paid for the holiday, as well as the day missed. This policy is subject to the requirements of the Family and Medical Leave Act.

The President/Chief Executive Officer has the discretion to modify the Holiday Schedule.

## **9. VOLUNTEER TIME OFF (VTO)**

### **Purpose/Goal:**

The purpose of this volunteer time off is to support activities and organizations that enhance and serve communities in which we live and work and impact quality of life.

The intention is to participate in giving back and supporting the community and to allow the employees of the Workforce Alliance to share in that effort. At the same time, the Workforce Alliance recognizes that participating in these sorts of activities enriches the lives of its employees. Community is not defined as just local community, but may encompass the global community.

### **Amount of Time:**

Employees can donate up to 18 work hours per calendar year. Time must be taken in hourly increments, and must occur during the employees' normal work hours. Time taken must not put an employee at more than 40 hours in a work week.

This donated time, up to 18 hours per calendar year, will be considered paid leave time (Volunteer Time Off or VTO).

Employees will be granted additional PTO hours at a rate of  $\frac{1}{2}$  of the time volunteered into their PTO Account up to 9 hours.

### **Eligibility:**

All full time employees are eligible to participate in this program after six months of continuous employment. Employees can choose a charity of their choice or work together with other employees on a team effort. Opportunities sponsored or directed by the Workforce Alliance will not count towards VTO. Employees must provide documentation upon completion of VTO verifying volunteer activities completed.

### **Ineligibility:**

You are ineligible to participate in the Program, if:

- The employee's employment terminates for any reason.
- The employee is on a Corrective Action Plan.
- The Program is discontinued. The Workforce Alliance reserves the right to amend or terminate this program at any time. The Workforce Alliance also reserves the right to revoke approval if it is felt that the employee is misusing the Program.

### **Approval Process:**

Approval of time is dependent upon ensuring our Workforce Centers are adequately staffed to

provide service to our customers. Not all requests will be granted. This is a privilege not a right, and all requested will be reviewed by the employee's supervisor and HR. Employees must submit a request by email describing the volunteer activity at least two weeks before the start of the requested time off.

Sponsored VTO may not be used for organizations that discriminate based on creed, race, religion or sexual orientation.

Examples of appropriate uses for VTO:

- Election Day Work or other Public Service Opportunities
- Building a house for Habitat for Humanity
- Donating time at a food bank
- Donation of Blood to Red Cross
- Disaster Clean Up
- Cleaning up the highway or park
- Coaching a basketball team of inner city disadvantaged young adults
- Participating in Big Brother/Big Sister programs or other mentoring programs organized by a not for profit or governmental organization

Inappropriate examples:

- Taking a ski vacation and charitably giving ski lessons
- Coaching your kid's basketball team
- Attending your kid's PTA conference, or school/daycare field trips
- Attending a professional, religious, political or personal interest conference

#### **10. Infant at Work Policy**

Employees with newborns (less than 6 months of age) can request to bring their infant to work. Depending on staff's assignment, bringing an infant to work may or may not be appropriate. Staff must submit a plan to their supervisor prior to bringing an infant to work. The plan must include the hours the infant would be in the workplace, identify at least two staff not in their current department to provide care for the infant when the staff member must attend a function the infant cannot, and how the employee will minimize disruptions to the work place while the infant is at work. Workforce Alliance management staff must review and approve any plan prior to allowing an infant to come to work. Workforce Alliance may also revoke a plan if the infant is too disruptive for the work environment. Every step will be taken to work with the employee to ensure smooth transition to other care if the plan must be revoked.

#### **11. Breast Feeding at Work**

Employees who are recent mothers (up to 1 year after the child's birth) will be provided reasonable time and a private space to express breast milk for her nursing child. Arrangements to express breast milk will be made with the employee's supervisor.

### **J. LEAVE REQUEST POLICY/PROCEDURES AND TIME/LEAVE DOCUMENTS**

#### **1. Leave Request and Approval**

All requests for time off (paid or unpaid), regardless of the length of time being requested, must be made using the Leave Request Form and submitted through the electronic file approval process.

The supervisor indicates whether the time off is approved or not approved and notifies the employee immediately. If approved, the supervisor signs the request. The original request once approved is returned to staff to be attached to the appropriate time sheet. Leave approval is always subject to available staff and workloads.

Employees are expected to provide as much advance notice as possible when requesting leave time and to follow all policies and procedures in place. Generally, two weeks' advance notice for the use of vacation leave is required.

An ill employee is required to personally notify his/her immediate supervisor that he/she will not be reporting to work due to illness as soon as possible. It is preferred that contact be made verbally, rather than by e-mail or text message.

If the employee has advance notice he/she will be taking leave, the employee is required to complete the Leave Request form prior to the absence. The supervisor may request a doctor's statement, which includes prognosis, diagnosis, and expected date of return. Workforce Alliance may request a doctor's authorization to return to work.

Bereavement leave (discussed further on Section H 4) must be requested on the Leave Request form. The following information must be included: relationship of the deceased to the employee, place (city and state) and date of the funeral, and the date of death.

Non-exempt employees must take leave time in fifteen-minute increments. Exempt employees take leave time in half day increments. PTO leave must be used before seeking approval to use leave without pay.

## **2. Time and Leave Documents**

Time and Leave Documents are maintained on a bi-weekly basis, beginning on Sunday of each bi-weekly pay period. The exact bi-weekly schedule is determined by the Vice President/Chief Operating Officer.

Each employee is responsible for his/her Time and Leave Documents. Time reported, whether it is time worked or time off for any reason, will be accurately recorded on a daily basis.

The employee is responsible for totaling his/her times and signing the Time and Leave Documents at the end of the pay period. The employee is responsible for submitting the document to his/her supervisor no later than 9:00 a.m. Monday following the end of the pay period through the electronic approval process.

Supervisors must review and approve Time and Leave Documents before they are sent to the Vice President/Chief Operating Officer. If the immediate supervisor is not available, then the documents are reviewed and approved by the next available supervisor.

## **K. BUSINESS HOURS**

Business hours are 7:00 a.m. to 6:00 p.m., Monday through Thursday and 8:00 a.m. to 12:00 p.m. on Fridays. Employees will be scheduled for a period of hours by their supervisor during business hours. Employees are expected to work those hours, unless arrangements have been made between the supervisor and employee. No non-exempt employee shall be onsite outside of normal office hours, unless prior arrangements have been made and approved. Time for lunch breaks is to be scheduled by the supervisor. Breaks are given at the discretion of the Workforce Alliance. No time is accumulated for breaks not taken; nor may breaks be combined or taken in lieu of requesting leave time.

Staff parking is available to all employees. Employees must park in the staff designated area(s).

## **L. OVERTIME**

Overtime must be approved in advance by Senior Staff. Overtime is any time worked by a non-exempt employee which exceeds 40 hours per work week. Overtime will be paid at 1-1/2 times the hourly rate of the employee.

Overtime Compensation- Overtime may be paid to the employee through the normal payroll cycle.

Exempt – Senior Management and/or Supervisors. Exempt staff typically work more than 40 hours per week.

Non-Exempt – Secretary/Admin., Workforce Professionals, Program Monitors/Quality Control, Asst./Temp/PT

## **M. ATTENDANCE/TARDINESS**

Employees are expected to be on the job between the hours assigned by management. If the employee expects to be late, he/she is required to contact the supervisor. If an employee needs to be absent during any part of the day, the absence must be approved by the supervisor prior to the departure. If tardiness or absenteeism becomes an ongoing problem, the employee will be counseled and repeated offenses will result in the Disciplinary Actions (section 1.O.). Full time employees are expected to be in paid status for the scheduled number of hours established by the supervisor/manager. If an employee is absent or tardy PTO must be taken or the work hours adjusted (see Leave Time Section H). If an employee doesn't have adequate PTO to cover the absence, Leave without Pay noted in section H.3. will apply.

## **N. FAMILY AND MEDICAL LEAVE ACT**

Eligible employees may take up to twelve (12) workweeks of unpaid, job-protected leave under the Family and Medical Leave Act ("FMLA") in a 12-month period for specified family and medical reasons.

### Employee Eligibility

To be eligible for FMLA leave, an employee must:

- have worked at least 12 months for The Workforce Alliance;
- have worked at least 1,250 hours for The Workforce Alliance over the preceding 12 months;
- and
- worked at a location where there are at least 50 employees within 75 miles.

### Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

- birth of a child, or to care for a newly-born child;
- placement of a child with the employee for adoption or foster care;
- to care for an immediate family member (spouse, child, or employee's parent) with a serious health condition; or
- because of the employee's serious health condition which makes the employee unable to perform the functions of the employee's job.

### Duration of Leave

Eligible employees may receive up to 12 work weeks of unpaid leave during any "rolling" 12-month period, measured backward from the date of any FMLA leave.

FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement.

FMLA leave may be taken intermittently, or by reducing the normal weekly or daily work schedule, when medically necessary for personal or an immediate family member's serious health condition. Intermittent leave is not permitted for birth of a child, to care for a newly born child or for placement of a child for adoption or foster care. Employees who require intermittent

leave or reduced-schedule leave must try to schedule their leave so that it will not disrupt the organization's operations.

#### Intermittent Leave or a Reduced Work Schedule

An employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

The Workforce Alliance may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the Workforce Alliance and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with their supervisor before taking intermittent leave or working a reduced-hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

#### Benefits during Leave

Depending on the purpose of the leave request, the employee may choose (or the organization may require) the use of accrued paid leave, if available, concurrently with some or all of the FMLA leave.

In addition, there is no eligibility to accrue seniority or benefits, including vacation and holidays, during any period of an FMLA leave.

#### Maintenance of Health Benefits

If an employee and/or his family participate in the group health plan, the Workforce Alliance will maintain coverage under the plan during FMLA leave on the same terms as if he had continued to work.

If applicable, arrangements must be made to pay the employee's share of health plan premiums while on leave. In some instances, the Workforce Alliance may recover premiums it paid to maintain health coverage or other benefits for an employee and family.

#### Job Restoration

Upon returning from FMLA leave, the employee will normally be restored to his original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

#### Notice and Medical Certification

When seeking FMLA leave, the following must be provided:

- Thirty (30) days advance notice of the need to take FMLA leave, if the need is foreseeable, or notice as soon as practicable in the case of unforeseeable leave;
- Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member must be returned before leave begins, or if not possible, within fifteen (15) days of the organization's request to provide the certification. If the employee fails to do so, the commencement of leave may be delayed or the designation of FMLA leave withdrawn, in which case the leave of absence would be unauthorized, subjecting the employee to discipline up to and including termination. Second or third medical opinions and periodic recertification may also be required;
- Periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work; and
- Medical certification of fitness for duty before returning to work, if the leave was due to a serious health condition.

Failure to comply with the foregoing requirements may result in delay or denial of leave.

#### Failure to Return after FMLA Leave

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement may be subject to termination of employment.

#### Limited Nature of This Policy

This policy is intended to provide only those leave benefits and protection required by FMLA.

#### Service Member Family and Medical Leave

As of January 28, 2008 the federal Family and Medical Leave Act ("FMLA") was amended. It now entitles eligible employees to take leave for a covered family member's service in the Armed Forces of the United States of America ("Armed Forces"). This leave is known as Service Member FMLA Leave ("Service Member FMLA").

This policy is in addition to the FMLA policy and provides a summary and notice of an eligible employee's rights to Service Member FMLA Leave. An eligible employee's rights and obligations to Service Member FMLA Leave are also governed by existing FMLA policy, with the following additions and exceptions:

#### An Eligible Employee's Service Member FMLA Leave

Service Member FMLA provides eligible employees with an *unpaid*, job protected leave for a combination or for any one of the following reasons:

- A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan; and/or
- To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces, provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.

#### Length of Service Member FMLA Leave

- *When Leave is Because of a "Qualifying Exigency"*: Eligible employees may receive up to 12 work weeks of *unpaid*, (unless otherwise provided for by law) **job protected** leave during any "rolling" 12- month period, measured backwards from the date of any FMLA / Service Member FMLA leave. To care for the service member.
- *Leave To Care for an Injured or Ill Service Member*: Eligible employees may receive up to 26 workweeks of *unpaid*, (unless otherwise provided for by law) job protected leave during any

"rolling" 12- month period, measured backwards from the date of any FMLA / Service Member FMLA leave to care for the Service Member.

- Leave to care for an injured or ill Service Member, when combined with other FMLA qualifying leave, may not exceed 26 weeks in a single "rolling" 12-month period.
- Service Member FMLA runs concurrent with any other leave entitlements provided under federal, state and local law.

#### Military Leave Of Absence

The Workforce Alliance provides unpaid military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Act of 1994 (USERRA) and applicable state laws.

Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for examinations to determine fitness for any such duty. Supervisors should be notified as far in advance as possible and presented a copy of the official call to duty orders.

#### O. TRAVEL APPROVAL

Employees of The Workforce Alliance may be required to travel on official business. In order to contain the cost of travel and lodging, all employees will meet the following criteria:

- The President/Chief Executive Officer or Vice President must approve conference, seminar and overnight travel in advance.
- Overnight travel arrangements will be made by the HR Office or Senior Management. Those arrangements will only be made once an overnight travel request has been approved by a Vice President or the President/CEO. Arrangements will be coordinated with the staff traveling.
- All itemized receipts for parking fees, toll charges, airfare, taxis, etc. will be attached to the employee travel expense report and will be submitted for reimbursement on the appropriate form.
- All personal vehicles used for official travel shall be kept in good cosmetic and operating condition. All employees using personal vehicles for official travel shall maintain continuously in force with respect to all such vehicles a policy of liability insurance having a limit of at least \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage.

#### Lodging/Meals

Meals will be reimbursed at the federally defined per diem rate when overnight stay is involved. If day travel is required, that is not part of a normal daily schedule, and the employee will be in work status during the following normal meal times, the employee will be paid the per diem rate for those meals.

Breakfast	Work Day Starts before 6:30 a.m.
Lunch	Between hours of 11 and 2
Dinner	Work Day Ends after 7 p.m.

Per Diem Rates will be paid based on the Federal Government allowable rates. Current rates can be found at [www.gsa.gov](http://www.gsa.gov) and usually vary by location.

The Workforce Alliance will not pay for expenses incurred by anyone other than Workforce Alliance approved travelers.

All travel expenses should not exceed Government Accounting Office (GAO) rates if the vendor offers GAO rates to The Workforce Alliance.

#### **P. REIMBURSEMENTS/PRE-APPROVED BY THE PRESIDENT/CHIEF EXECUTIVE OFFICER**

Workforce Alliance designated training/conference/meeting expenses shall be approved by the President/Chief Executive Officer prior to the event.

Meals for meetings which have an approved business purpose must include the business purpose and people in attendance in the documentation for reimbursement.

Mileage and Per Diem reimbursements will be paid at no more the federal approved rate. Actual reimbursement rates shall be set by the President/Chief Executive Officer. All reimbursements will be turned in **biweekly** along with the appropriate time sheet. For mileage to be reimbursed it must exceed 10 miles round trip in a single day. If an employee travels more than 10 miles round trip in a single day all miles will be eligible for reimbursement if the mileage is work related. If travel is more cost effective by rental car, an employee maybe directed to rent a car in lieu of employee's private transportation.

#### **Q. IT NETWORK POLICY**

Computers and telecommunications should be used as a tool to assist each employee in accomplishing duties and assignments. The first obligation as an employee is to protect information assets. The data and information that comprise the computer network are private information and should be protected as such. Here are the general principles for computer and telephone usage for work purposes are:

- Material that would be considered inappropriate, offensive or disrespectful to others will not be accessed or stored;
- Software must be downloaded or installed by the IT Staff only;
- Use only network services with authorization to access; and;
- All products, emails, documents, web postings, and/or materials produced on Workforce Alliance equipment and/or while a staff member is being compensated by Workforce Alliance is the property of Workforce Alliance

Non-exempt staff shall not routinely access the IT Networks of the Workforce Alliance after their scheduled working hours without prior approval of their supervisor.

Any device that accesses email, calendars, network drives, or voicemail (work computer network) must be protected with a PIN or password to ensure the device is secure. If a personal device has been configured to access work becomes lost or stolen, the WA IT department must be notified immediately to reduce risks of unauthorized access.

Passwords to access computer networks must be keep secure and only known by the employee. Password requirements are set by the servers being accessed, and must be changed on a regular schedule and may not repeat the last 10 passwords.

#### **Proximity Cards**

A Proximity cards, also known as a "prox card" provides access and security to a location by using an embedded metallic antenna that stores cardholder information. The Workforce Centers use prox cards to control access to several buildings, records areas and to print to the Network Copy Machines.

All employees and partners will be issued a prox card by the Workforce Alliance IT Department.



Prox Cards are to be used only by the authorized employee or partner, they are not transferable and any unauthorized use by anyone other than the employee or partner, whom the card has been issued, is grounds for confiscation of the card.

A lost or stolen Prox Card must be reported immediately to your supervisor (if applicable), either in person or via email, and to the WFA IT Department via email at helpdesk@workforce-ks.com. Normal daily use of a prox card has a lifespan of 2 plus years from the time of issue. If you lose or damage your card within 2 years, it will be replaced as described below and your 2-year cycle will start over from your replacement date.

- The first time a card is lost or damaged the replacement is free.
- The second (or subsequent) time a card is lost or damaged there will be a \$10.00 replacement fee, cash only, payable when new card is received.
- Damaged cards will be replaced in person, and brought to the WFA IT Department, before a replacement card can be issued.
- Worn out cards, more than 2 years old, may be replaced without charge.

If a card malfunctions, and is not damaged, bring the card in person to the WFA IT Department, staff will determine the cause of the malfunction, and will fix or replace as needed.

Please take the following into consideration:

- Do not use the card for any other purpose other than for access control.
- Do not leave it in direct sunlight, for example on the dash of a car.
- Do not expose it to extreme heat or open flame, for example clothes washers, dryers or irons.
- Do not expose it to organic solvents, thinners, mineral spirits, etc.
- Do not use it as an ice scraper or scraping tool.
- Do not crimp, bend, or twist the card
- Do not machine wash or submerge in water

**Specifically, telecommunications, computers, or the Internet should not be used:**

- For personal gain or profit;
- To represent yourself as someone else;
- To provide information about employees to persons or businesses not authorized to possess that information;
- When it interferes with your job or the jobs of other employees. This includes employee owned cell phones and other electronic devices;
- When it interferes with the operation of the Internet for other users; or;
- Consult with a supervisor if in doubt about any use of the Internet.

Computer and telecommunications usage is monitored and inappropriate usage may lead to disciplinary actions including termination.

**R. CELL PHONE USE POLICY**

In order to be respectful of other staff and customers, Workforce Center staff are to follow the below guidelines regarding cell phone and electronic devices at the Workforce Center.

- Cell phone or other electronic device ringers should be turned off or changed to mute or vibrate during work hours.
- Personal cell phone calls should be made during break or lunch times to the maximum extent possible.
- Frequent or lengthy cell phone calls are not acceptable as they may adversely affect productivity and disturb others. Cell phone use is prohibited when meeting with customers.
- The use of cameras on cell phones or other electronic devices during work time is prohibited without the express consent of management and of the person(s) present at the time to protect the privacy of fellow employees and customers.

- Cell phones or other electronic devices shall not be left unattended in the work place. Employees assume the risk of loss or damage to cell phones or electronic devices carried during their workday.
- Streaming music, video, etc. is allowed as long as it does not interfere with staff productivity and is not done while seeing customers. Staff is not to use Workforce Center WiFi and must use their own data for streaming. Staff streaming music must use headphones. However, headphones must be left at staff desks.

#### **S. COMPANY ISSUED CELL PHONES AND ELIGIBILITY FOR CELL PHONE REIMBURSEMENT**

The Workforce Alliance may issue a company paid cell phone or cellular connect device based on the fact that the employee needs the device due to consistent travel requirements or has the requirement to be in contact with other management to deal with operational issues on an ongoing and regular basis during any hour of the day. If a company paid cell phone or cellular device is issued no other reimbursements maybe granted. If an employee doesn't have a company issued phone and is contacted by management staff to conduct urgent business and the supervisor feels the situation is such that it warrants a reimbursement of the employee's monthly cell phone costs, the employee may submit to their supervisor a request for a \$25 reimbursement at the supervisor's direction. The employee must also submit the cover page of their cell phone bill with the request. Those reimbursements are submitted via expense report with approval of the supervisor or director.

#### **T. CHANGE OF PERSONAL INFORMATION**

Any time an employee's personal information or status changes, he or she must report the change to the Vice President/Chief Operating Officer. Change forms are provided for this purpose and can be found on the public network drive.

#### **U. USE OF PHOTOGRAPHS OR VIDEOS OF EMPLOYEES**

Employee's give the consent for the use of photographs or videos that include an image of them in a general sense for the promotion of programs and services. If a photograph or video in which an employee will be named specifically; the employee will be given notice and the ability to approve or deny the usage of the photograph or video.

#### **V. REQUEST FOR INFORMATION ABOUT EMPLOYEES**

The Workforce Alliance recognizes the individual employee's right to privacy. Therefore, all requests for information about a current, retired or terminated employee must be transferred to the President/Chief Executive Officer or Vice President/Chief Operating Officer who may disclose to prospective employers dates of employment, final title or position and job location.

The Workforce Alliance will require each employee involved in record keeping, to adhere to this policy and practice, and violations may result in disciplinary action up to and including termination.

#### **W. PERSONAL APPEARANCE**

The appearance of employees at work influences the public's perception of the Workforce Centers competence and professionalism. The Workforce Centers rely on employees to present a positive, professional, business-like image to internal and external customers through dress and personal appearance for their position. This includes the appearance of the work areas.

It is important to remember that clothing, body art/tattoos, piercings, hair color, and other grooming techniques that impair performance or disrupt the transaction of public business are not permitted. Below is guidance on personal appearance; please note that supervisors and senior leadership may

use their discretion in specific events or occasions when appropriate. Employees should consult their supervisors if they have questions as to what constitutes appropriate appearance for their position.

### **Guidance**

To facilitate customer service and safety, everyone working in the Centers is given an ID badge and an engraved name tag. Name tag or ID badge shall be worn at all times including networking events or other off-site events where the employee is representing the Workforce Center

- Name tags and ID badges should not be modified in any way
- ID badges may be worn on decorative lanyards as long as they present a professional image

The general standard of dress is *Business Casual*; however, there may be times when specific attire may be requested by senior management based on business needs or special occasions; *Business Professional* or *Workplace Casual* will be announced by senior management.

Accessories should be tasteful and not to excess. Head coverings, including scarfs-not worn as bandanas, are permitted as long as they do compliment the other clothing items and present a professional image. Outdoor hats do not present a professional image and are not permitted.

Visible tattoos are permitted under Business Casual Dress Code guidelines with the exception of tattoos that display words or images of violence, hate, gore, blood, obscene language, or that may violate a staff member or customer's equal opportunity protections under the law.

Body piercings other than those in the ears and nose are not permitted. Nose rings are limited to small/tiny studs.

### **Business Professional dress code guidelines:**

#### ***Women***

- Dresses, suits, and business-like skirts or dress slacks with coordinating blouse, sweater, jacket, vest, or blazer
- Denim or jean-like material does not reflect a professional image and is not considered appropriate
- Skirts should be of proper length for the business environment; specifically, no shorter than three inches above the knee when standing
- Dress shoes and dress boots

#### ***Men***

- Dress shirt, tie, and dress slacks. However, a suit or jacket projects a more professional image
- Denim or jean-like material does not reflect a professional image and is not considered appropriate
- Dress shoes and dress boots

### **Business Casual dress code guidelines:**

#### ***Women***

##### **Tops**

- Sleeveless blouses are permitted as long as the entire top of the shoulder is covered
- Blouses and shirts that have sheer or lace material on the shoulders are permitted; sheer or lace material should not extend to the middle of the back where undergarments are exposed
- Blouses and dress should cover the entire top of the should, back, and midriff

##### **Bottoms**

- Dress pants (full-length, ankle-length/cropped style, or Capris) may be worn, but must be below the knee in length and should be professional and in good condition. Styles that are extremely casual, faded, frayed, wrinkled, or worn are not permitted
- Jeans may not be worn at any time
- Stirrup and stretch pants and pants that fit like hosiery do not project a professional image and are not permitted
- Leggings that are designed as a stand-in for pants are not permitted
- Skirts should be of proper length for the business environment; specifically, no shorter than three inches above the knee when standing
- Dresses should be of proper length for the business environment; specifically, no shorter than three inches above the knee when standing

#### Hosiery/Foot Coverings/Misc.

- Leggings are permitted only when worn in the same manner as hosiery
- Tennis shoes and sport shoes are not permitted
- Sandals and other open-toed shoes must have a discernable heel; foam-soled footwear is not permitted
- Flip flops or beach/pool sandals are not permitted
- Flats are permitted; flats should not resemble house shoes or slippers
- Cowboy, combat and work boots are not permitted
- Hairstyles should be well-groomed and clean

#### **Men**

##### Tops

- Button down and polo shirts are permitted

##### Bottoms

- Jeans may not be worn at any time
- Dress pants recommended, but khakis are allowed. Styles that are extremely casual, faded, frayed, wrinkled or worn are not permitted

#### Hosiery/Foot Coverings/Misc.

- Cowboy, combat and work boots are not permitted
- Sandals, flip flops, tennis shoes, or sport shoes are not permitted
- Hairstyles should be well-groomed and clean
- Facial hair must be neat and closely trimmed

#### **Workplace Casual dress code guidelines:**

Senior Management may permit jeans and tennis shoes to be worn from time to time. Announcements will be made by Senior Management or from the Communications/Employee Activities Committee email accounts along with the parameters for wearing this specific attire or fundraising activities.

- Jeans may be worn only when authorized by Senior Management; styles that are extremely casual, faded, frayed, wrinkled, worn, or torn/with holes, even if by design, are not permitted. Women may wear skirts, dresses, ankle-length/cropped style, or Capri jeans as long as they adhere to the lengths designated above.
- Tennis shoes and sport shoes may be worn only when specifically announced by Senior Management; styles that are faded, frayed, or worn are not permitted.
- Unless noted, all other dress code guidelines will be in effect.

## **X. JOB ABANDONMENT**

Employees who miss work for two consecutive days without notifying their supervisor or the

Workforce Alliance Administrative Staff in the absence of their immediate supervisor, or have two consecutive days of unexcused absences, are considered to have resigned.

Title: Compensation Policy  
Date: Revised June 17, 2015

## **Workforce Alliance of South Central Kansas Compensation Policy**

**I. Background and Purpose:** WIOA section 683.290, limits salary and bonus compensation for individuals who are paid by funds appropriated to the Employment and Training Administration and provided to recipients and sub-recipients. All recipients of ETA appropriated funds, including Local Workforce Development Boards are required to inform staff, sub-recipients, and contractors of the salary and bonus limitations.

**II. Policy:** The information contained within this document should be made available to all staff and Board members responsible for workforce development programs administered by the Workforce Alliance of South Central Kansas in Kansas Local Area IV.

No funds available under title I of WIOA or the Wagner-Peyser act may be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of the annual rate of basic pay prescribed for level II of the Executive Schedule under 5 U.S.C. 5313, which can be found at [www.opm.gov](http://www.opm.gov).

In instances where funds awarded under title I of WIOA or the Wagner-Peyser Act pay only a portion of the salary or bonus, the WIOA title I or Wagner-Peyser funds may only be charged for the share of the employee's salary or bonus attributable to the work performed on the WIOA title I or Wagner-Peyser grant. That portion cannot exceed the proportional Executive level II rate. The restriction applies to the sum of salaries and bonuses charged as either direct costs or indirect costs under title I of WIOA and the Wagner-Peyser Act.

The limitation described above will not apply to contractors (as defined in 2 CFR 200.23) providing goods and services. In accordance with 2 CFR part 200.330, characteristics indicative of contractor are the following:

- 1) Provides goods and services within normal business operations;
- 2) Provides similar goods or services to many different purchasers;
- 3) Normally operates in a competitive environment;
- 4) Provides good or services that are ancillary to the operation of the Federal program; and
- 5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons

If a state is a recipient of such funds, the State may establish a lower limit than is provided above for salaries and bonuses of those receiving salaries and bonuses from a subrecipient of such funds, taking into account factors including the relative cost of living in the State, the compensation levels for comparable State or local government

Title: Compensation Policy  
Date: Revised June 17, 2015

employees, and the size of the organizations that administer the Federal programs involved.

When an individual is working for the same recipient or subrecipient in multiple offices that are funded by title I of WIOA or the Wagner-Peyser Act, the recipient or subrecipient must ensure that the sum of the individual's salary and bonus does not exceed the prescribed limit.

**III. Procedures:** this policy will be strictly adhered to by Local Area IV sub-recipients when determining salary and bonus compensation for employees.

## Objective 3.6

## Title: Continuity of Operations Plan

Adopted by the Workforce Alliance Board 8/19/2008

## CONTINUITY OF OPERATIONS PLAN

- A. Declaration that the plan is in effect is made by the Executive Director in consultation with the Chairperson of the Board.
- B. Contact is made with the insurance carrier and the landlord to determine scope.
- C. All staff will be notified using a calling tree. Contact information is to be kept updated by the personnel office. Individual partners will be responsible for their own continuity plans. The Workforce Alliance will be responsible for Career Center operations. See attachment.
- D. Media contacts are to be made by the Executive Director or his designee. See attachment.
- E. If Workforce Center leased space is untenable other space made available by the landlord will be used temporarily. If there is no suitable space the partner agencies will be approached, then the Local Elected Officials Board. If donated space is not available then emergency procurement procedures will be instituted.
- F. Access to electronic data is stored offsite and accessible via the Internet.
- G. Every effort will be made to lessen any disruption of services to the public.



Objective 2.11

Title: Development and Issuance of Policy

Date: Revised August 16, 2013

## **Workforce Alliance of South Central Kansas Development and Issuance of Policy**

**I. Background and Purpose:** This document applies to all workforce development and administrative policies of the Workforce Alliance of South Central Kansas.

**II. Policy:** The procedures described in this document should be made available to all staff and Board members responsible for workforce development programs administered by the Workforce Alliance of South Central Kansas.

### **III. Procedures:**

- A. The author of the policy sends the **draft** policy by email to the Policy Manager using the format established by the Workforce Alliance.
- B. The draft policy is reviewed by the Workforce Alliance executive and administrative staff. The President/Chief Executive Officer will determine if the proposed policy is to be denied and the author notified, to be placed on the agenda of the Board or its committee(s), or released and circulated as final.
- C. The Policy Manager releases the **final** policy, posts it, and notifies interested parties.
- D. The same procedure is to be employed when modifications or additions to existing policies are requested.

Title: Equal Access Policy  
Date: Revised June 17, 2015

## Workforce Alliance of South Central Kansas Equal Access

- I. Background:** In order to comply with the requirement that a public entity must operate each service, program, or activity so that the service, program or activity, when viewed in its entirety is readily accessible to and useable by individuals with disabilities the Workforce Alliance adheres to all rules, laws, and regulations applicable to providing workforce development services in Local Area IV. These may include but are not limited to: WIOA Section 188; Americans with Disabilities Act Section 35.150; Wagner-Peyser Act; and U.S. Department of Labor Regulations 29 CFR, Part 37.
- II. Policy:** The WA also complies with State Policy 1-12-01 and any subsequent revisions which address Basic Access Standards. These may include but are not limited to:

### Architectural Access

Each workforce center shall be housed in a facility that meets the standards for architectural access as provided by the ADA Accessibility Guidelines for Buildings and Facilities. These standards for access include, but are not limited to, standards for building access, accessible parking, Braille, raised letter signage, and visual alerting.

### Program Access

Each workforce center shall provide program access, including communication access, as required by WIOA and ADA. Unlike architectural access, there are no national standards for program and communication access.

### Communication Access

In providing alternative methods of oral communication access, each workforce center shall provide a full range of communication options. Each workforce center shall have procedures and time lines in place to provide information in an alternate format if a person with a visual or reading impairment requests it or a sign language interpreter if a person with a hearing or speech impairment requests one.

#### Telephones

Each workforce center shall provide the following basic assistive technology that ensures effective communication with voice telecommunications for individuals with disabilities:

1. *Amplified Telephone*
2. *TTY with Printout*
3. *Hands-Free Speaker Phone with Large Number Pad*

#### Computers

Each workforce center shall provide the following basic assistive technology to ensure effective communication with computer input and output for individuals with disabilities:

Title: Equal Access Policy  
Date: Revised June 17, 2015

1. *Large Monitor with Moveable Mounting Arm* - A large monitor (19"- 21") with a moveable mounting arm is effective for persons with low-vision. It provides for increased character size in proportion to monitor dimensions and provides a crisper, sharper image.
2. *Screen Enlargement Software* - Screen enlargement software is effective for persons with low vision and can be paired with a large monitor.
3. *Speech Synthesizer and Screen Reading Software* - Speech synthesizer and screen reading software is effective for persons with visual disabilities and reading limitations.
4. *Flatbed Scanner* – A flatbed scanner is effective for persons with all types of disabilities who need information in digital rather than print form.
5. *Trackball* - A trackball is an alternative to the mouse for persons who have gross motor skills, but lack fine motor skills.
6. *Alternative Keyboard* - An alternative keyboard is a modified version of the standard keyboard which supports key selection by variable hand and finger motion.
7. *Word Prediction Software* - Word prediction software enables the user to reduce the number of keystrokes used in typing by the selection of a desired word from an on-screen list or prediction window.
8. *Large Keyboard Caps and Keyboard Orientation Aids* - These key markings assist low vision users by enlarging letters and numbers on the keyboard.
9. *Height Adjustable Table* - Conventional tables are often not functional for wheelchair users or people of short stature.

#### Printed Material

In providing alternative methods of print access, each workforce center must be able to produce a full range of alternative format materials either with internal staff or by securing the services through external resources. Career services, such as brochures, shall be available in all alternative formats without special request. For all other materials, each center shall have established procedures and timelines for consumers to request the alternative format needed. Staff responsible for communications are to assure promotional materials, in a variety of accessible formats and media, shall be available to market the availability of accessible technologies and services at the One Stop centers.

#### Oral Communication

Each workforce center shall provide effective communication with print materials via the following assistive technology:

- *Tape Recorder* - A tape recorder can be used by staff to record printed information for individuals who have visual disabilities or reading disabilities, so they can listen to the information instead of reading.

Title: Equal Access Policy  
Date: Revised June 17, 2015

- *Electronic Enlarging* - The magnification of printed material by a closed-circuit television system allows low vision users to read a full range of printed materials. Electronic enlarging devices should have stationary beds for material placement, rather than hand-held cameras, and at least a 14-inch display monitor.

Each workforce center shall provide effective communication with auditory information via the following assistive technology:

1. *Portable Assistive Listening Device* - Hard-of-hearing individuals with mild to severe hearing loss most often use assistive listening devices.
2. *Captioning Display* - Captioning display devices allow for viewing of text captions that correspond to the speech in videotapes and similar media.

The WA shall address in the Local Area Plan how the program and architectural access needs of persons with disabilities will be met. Any location where services are provided through the One Stop delivery system shall have no less than minimum ADA compliance.

The *Vice President/ Chief Operating Officer* is responsible for assuring that assistive technology shall be purchased and installed in each One-Stop Center to ensure access to telephony, computer data/sound, print, and oral communication. Details of the program and architectural access plans for the One Stop centers shall be incorporated into the Memorandum of Understanding between the One Stop partners and the WA.

The *One Stop Operator* is responsible for on-going training and/or technical assistance shall be provided to staff in each One Stop Center regarding the following:

- Installation and use of basic assistive technology purchased;
- Procedures and local resources to be used to arrange access to services such as sign language, interpreting, Braille transcription, etc.;
- Procedures for responding to a request for auxiliary aids and services beyond those provided in the Basic Access Standards.
- Guidance on disability etiquette and culture.

Title: Equal Opportunity and Affirmative Action

Date: Revised January 29, 2019

The Workforce Alliance of South Central Kansas is an Equal Opportunity Employer with equal opportunity programs and services in Local Area IV

To Accomplish this we:

- Ensure our facilities, programs, services, information and equipment are accessible to individuals with disabilities
- Expend reasonable efforts to meet the specific needs of individuals with limited English proficiency, regardless of the numerical significance of the group to which he/she belongs
- Review all local plans, contracts, and agreements to ensure they contain the required nondiscrimination assurances
- Communicate our dedication to providing equal opportunity to our community, our partners, and our customers
- Treat complaints and concerns in the prescribed manner giving them the attention they deserve
- Train our staff and partners to uphold our dedication to equal opportunity
- Designate individuals responsible for compliance with the spirit and letter of the laws regarding equal opportunity
- Notices are visibly posted to inform staff, participants, and providers of the complaint process which has been adopted as a policy by the Board of Directors
- Policies and procedures are developed in accordance with applicable laws that demonstrate our commitment to the principles of the laws and regulations
- Compliance is monitored by monitors and the State of Kansas

For additional information contact the Equal Opportunity Officer:

Chad Pettera  
Chief Operating Officer  
300 W Douglas, Suite 850  
Wichita, KS 67202  
316-771-6600  
info@workforce-ks.com

Title: Financial Management System

Date: Revised April 18, 2018

## **Financial Management System**

The Workforce Alliance of South Central Kansas (Workforce Alliance) Financial Management System ensures that the organization is able to perform the financial management functions required when operating federal and state funded grants, as well as private funding. The organization operates on a full accrual basis and follows General Acceptable Accounting Procedures (GAAP). The financial system's controls are in place to protect the organization's assets.

### **Overview of Financial System**

The Workforce Alliance contracts with an independent accounting firm to process and review all financial transactions, and to provide financial statements, reports, and books. This Paymaster service is contracted through a Request for Proposal.

#### **I. Budget Controls**

The Workforce Alliance prepares annual budgets at the beginning of each fiscal year or at the beginning of a grant. The Vice President/Chief Operating Officer has the primary responsibility for preparing all budget(s) and presenting them to the Finance and Executive Committee and the Chief Elected Officials Board (CEOB) for review and action. Upon adoption the budget(s) are given to the Paymaster for data entry into the financial management program maintained by the Paymaster. The board staff and Finance and Executive Committees review budgets monthly with the full board reviewing quarterly. Budgets are also shared with the COEB quarterly electronically and during their meetings. The organization also analyzes monthly obligation reports to track program obligations to ensure adequate funding for program services.

#### **II. Cash Management**

Cash management of federal funds will require a contract with an independent Paymaster to ensure federal funds are drawn reasonably and necessarily; and to ensure the funds are disbursed timely. The Paymaster will draw funds up to twice per week to issue payments which have been authorized for payment by the Workforce Alliance. All issuances of payment shall be made by the Paymaster within five business days of the request for payment. No funds shall be drawn in advance of reimbursement unless advance payment has been approved by the President/Chief Executive Officer due to circumstances beyond the control of the Workforce Alliance.

#### **III. Program Income**

Program income is gross income received that is directly generated by the grant supported activity or earned as a result of the grant agreement during the grant period. Program income must be reported monthly on financial reports and used to support the grant which generated the income.

Title: Financial Management System

Date: Revised April 18, 2018

#### **IV. Cost Allocations**

The purpose of this cost allocation plan is to summarize, in writing, the methods and procedures that the Workforce Alliance uses to allocate costs to various programs, grants, contracts and agreements.

2 CFR 200 and 2 CFR 2900, establish the principles for determining costs of grants, contracts and other agreements with the Federal Government. The Workforce Alliance Cost Allocation Plan is based on the Direct Allocation method described in 2 CFR 200. The Direct Allocation Method treats all costs as direct costs except general administration and general expenses.

Direct costs are those that can be identified specifically with a particular final cost objective. Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

Only costs that are allowable, allocable and reasonable, in accordance with the cost principles, will be allocated to benefiting programs.

General Approach- The general approach in allocating costs to particular grants and contracts is as follows:

- A. All allowable direct costs are charged directly to programs, grants, activities, etc.
- B. Allowable direct costs that can be identified to more than one program are prorated individually as direct costs using a base most appropriate to the particular cost being prorated.
- C. All other allowable costs that benefit all programs and cannot be identified to a specific program are allocated to programs, grants, etc. using a base that results in an equitable distribution.

Allocation of Costs- The following information summarizes the procedures that will be used by the Workforce Alliance.

- A. Compensation for Personnel Services - Documented with timesheets showing time distribution for all employees and allocated based on time spent on each program or grant. Salaries and wages are charged to the program for which work has been done. If a group of staff work within a particular group of enrolled participants, that group of staff can have costs allocated based on the number of enrollments or services within those particular programs.
  1. Health insurance, dental insurance, retirement contributions and other employment taxes are allocated to programs based on their prorata share of the entire payroll.
  2. Paid time off, holiday, and long term sick pay are allocated in the same manner as salaries and wages.

Page 2 of 6

"Equal Opportunity Employer/Program - Auxiliary aids and services are available upon request to individuals with disabilities. Any individual with a disability may request accommodations by contacting the Disability Resource Coordinator at the Workforce Centers, 316-771-6800, TDD: 711 or 1-800-766-3777, (admin@workforce-ks.com)."

Title: Financial Management System

Date: Revised April 18, 2018

- B. Supplies/Equipment/Postage/Copier - Costs for allowable equipment used solely by one program are charged directly to the program using the equipment. If more than one program uses the equipment, then an allocation of the costs will be based on the number of payroll hours charged to that/those program(s).
- C. Facilities Costs – All direct program costs will be allocated to the program. If more than one program benefits the cost will be allocated based on the number of payroll hours charged to that/those program(s).
- D. Travel Costs - Allocated based on purpose of travel. All travel costs (local and out-of-town) are charged directly to the program for which the travel was incurred. Travel costs that benefit more than one program will be allocated equally to those programs by a base established by the traveler's time documentation.
- E. Contract Services Costs – All program costs will be allocated to the program benefiting from the service. Costs that benefit more than one program will be allocated to those programs based on the number of payroll hours charged to that/those program(s).
- F. Insurance - Insurance needed for a particular program is charged directly to the program requiring the coverage. Other insurance coverage that benefits all programs is allocated based on the number of payroll hours charged to that/those program(s).
- G. Training/Conferences/Meetings – Allocated to the program benefiting from the training, conferences or meeting. Costs that benefit more than one program will be allocated to those programs based on the number of payroll hours charged to that/those program(s).

#### V. **Prepaid Expense**

Expenditures and accrued expenditures for the above categories will be processed according to GAAP. Pre-paid expenses over \$1,000 will be recorded for expenses that are incurred for a future period. Examples of a pre-paid expenses are insurance, dues, or subscriptions (software or equipment licensing).

#### VI. **Allowable Costs**

The Workforce Alliance is established as a 501(c) 3 Not For Profit Organization and follows 2 CFR Part 200 and 2 CFR 2900 for Uniform Administrative Requirements and cost principles. The organization also reviews and monitors each grant award for specific allowable activities or non-allowable activities to ensure compliance.



Title: Financial Management System

Date: Revised April 18, 2018

## **VII. Internal Controls**

The Workforce Alliance established the following controls to ensure compliance with all laws and regulations and to safeguard the organizations assets:

### ***Cash Controls-***

All administrative invoices are received by administrative support staff and are logged when received. They are then forwarded to the fiscal department for payment. Client program invoices are received by the fiscal department. A payment is generated by the fiscal department when an approved budget for the invoice exists. If an approved budget for the invoice does not exist, the invoice is routed to program staff for further investigation before a payment is generated. All payments are routed to the Vice President/Chief Operating Officer for review and approval. Once the COO approves payments, they are presented to the

President/Chief Executive Officer for approval or denial. If the payment is approved, it is then processed and allocated to the correct budget and line item and forwarded to the Paymaster. The Paymaster will review, process, and issue all payments. Checks issued for payment by the Paymaster shall be valid for no more than ninety (90) days from the date of issue. The Paymaster will provide an aging report listing all outstanding checks to the Workforce Alliance. The Workforce Alliance will perform payment follow-up activities to determine the status of each outstanding check and to remind the vendor of the check validity period. After ninety (90) days from the date of issue of any check, the Paymaster will void the check and notify the Workforce Alliance of that action. The Workforce Alliance will notify the effected vendor(s) of the invalidation of the check(s) and that a new check will be issued to accomplish payment of relevant invoice(s).

### ***Property Controls-***

*Depreciation and Capitalization-* A straight-line depreciation schedule will be used beginning the month of acquisition and ending the month prior to disposition or completed depreciation for items with an acquisition cost equal to or greater than five thousand dollars (\$5,000.00). The useful life of office equipment will be three (3) or (5) years. If items are leased and the lease is greater than \$5,000 all items associated with that lease will be capitalized, regardless of individual item costs.

*Security-*The Workforce Alliance will maintain security services for the Wichita Workforce Center. Security will safeguard property and maintain a safe and secure work environment.

*Insurance-* The Workforce Alliance will secure and maintain adequate insurance to safeguard financial assets and property, and provide general liability coverage.

Page 4 of 6

"Equal Opportunity Employer/Program - Auxiliary aids and services are available upon request to individuals with disabilities. Any individual with a disability may request accommodations by contacting the Disability Resource Coordinator at the Workforce Centers, 316-771-6800, TDD: 711 or 1-800-766-3777, (admin@workforce-ks.com)."

Title: Financial Management System

Date: Revised April 18, 2018

The Workforce Alliance will also ensure that contracts and agreements contain any required clauses to ensure the Workforce Alliance is protected and listed as an additional interest in any insurance coverage that covers the actions or non-action of any contractor or partner in which a legal agreement has been entered.

*Purchasing Authority-* Senior and management staff will have the authority to purchase supplies/equipment using authorized vendors up to a unit cost of \$500.00 not to exceed a total purchase of \$1,000.00. Any purchases over these amounts will require approval by the Vice President/Chief Operating Officer up to \$2,000. If purchases exceed \$2,000.00 approval by the President/Chief Executive Officer is required. All procurement policies established by the Federal Government, State Government, CEOB and the Board of Directors must be followed by staff making purchases.

*Training and Client Support Service Obligations-* Two staff members together have the authority to obligate client training and supportive service funds up to the current limits established in the training policies and the available budget. One staff must be management and the other fiscal staff. Final expenditures will be subject to purchasing authority.

Senior Staff utilize Credit Cards to complete some transactions. The restrictions and appropriate use of cards are as follows, *Acceptable Uses, Limits and Procedures-* Workforce Alliance Credit Cards/Credit shall be used solely for official Workforce Alliance business. Therefore, Credit Cards/Credit shall not be used for personal or private business purchases. Credit Cards/Credit shall be issued only to individuals who have appropriate purchasing authority. Authorized use of Credit Cards/Credit shall be limited to the person whose name appears on the face of the Credit Card, or who is specifically authorized by the President/Chief Executive Officer and/or Chairman of the Board to use the Card. Credit Cards shall not be loaned to other individuals. Intentional misuse or fraudulent abuse of any Credit Card may result in disciplinary action, up to and including dismissal.

*Auditing and Documentation-* The Vice President/Chief Operating Officer shall provide a copy of this policy to each employee receiving a Credit Card, and require the employee to acknowledge receipt of the policy by signing.

Documentation shall support the business purpose of all transactions made with Credit Cards, and shall include the following items:

- Copy of this policy, signed by each Card holder in the agency
- Copies of order forms, when available
- Packing slips (for goods received)
- Original cashier receipts or vendor invoices

Title: Financial Management System

Date: Revised April 18, 2018

The Workforce Alliance shall be responsible for auditing records to ensure that Credit Cards/Credit are used only by authorized users for official Workforce Alliance business.

*Security-* Card Holders shall be responsible for safeguarding Credit Cards at all times. Card Holders shall also be responsible for immediately and properly reporting lost or stolen Credit Cards. All Credit Cards shall be returned to the Workforce Alliance immediately upon request or upon termination of employment (including retirement).

### **VIII. Financial Reporting**

The paymaster will provide budget reports, grant balances, trial balances, and a general ledger update by the 20<sup>th</sup> of each month of the previous month's financial activity. Reports will be prepared according to GAAP. At the end of each quarter financial statements will be prepared including Assets, Liabilities and Net Assets, Statement of Activities, along with Trial Balances and any accompanying schedules (pre-paid, capitalization, etc). Reports will also be shared with Staff, CEOB, and Board of Directors as well as reported to the State of Kansas and the US Department of Labor as required. The Finance Committee has the primary task of reviewing all financial documents and reports.

Title: Grievance and Complaint Policy

Date: Revised January 29, 2019

## **WORKFORCE ALLIANCE OF SOUTH CENTRAL KANSAS GRIEVANCE AND COMPLAINT POLICY**

It is the policy of the Workforce Alliance of South Central Kansas (WA) that all workforce programs operated by or under the WA shall be operated in conformance with all applicable laws and regulations. It is also the policy of the WA that no program or provision of services under those programs shall allow discrimination on the basis of race, color, national origin including limited English proficiency, age, sex including pregnancy, childbirth and related medical conditions, sex stereotyping, transgender status, and gender identity, political affiliation, belief, religion, citizenship or disability.

### **Who May File**

Any applicant, participant, service provider, Operator, Partner, or other interested party may file a complaint alleging a violation of local programs, agreements or Workforce Alliance policies and activities.

### **Complainants with Disabilities**

Complainants with disabilities will be accommodated in communication and location. Alternate formats will be used on request to notify the complainant of hearings, results and any other written communication. Auxiliary aides and services, such as deaf interpreters or assistive listening devices, will be provided on request for negotiations, hearings and any other meetings where aural communication occurs. An accessible location will be used for hearings and other meetings on request.

### **Time and Place for Filing**

Complaints may be filed with the Workforce Alliance or the service provider within one year from the date of the event or condition alleged to be a violation.

### **Resolution Process**

Service providers and employers of participants must have procedures in place to process complaints related to the terms and conditions of the participant's training or employment. Employers and service providers may elect to utilize the system established by the Workforce Alliance or operate their own complaint procedures. If the employer is required to use the complaint processing procedures under a covered collective bargaining agreement, then those procedures may be used to handle general complaints.

Any hearings conducted by an employer must comply with all provisions for hearings described in this policy.

Title: Grievance and Complaint Policy

Date: Revised January 29, 2019

*Step 1 - Initial Review*

If the complaint alleges a violation of any statute, regulation, policy, or program that is not governed by WIOA, the complaint will be referred to the appropriate organization for resolution. Notice of the referral will be sent to the complainant.

The Workforce Alliance or the service provider will receive the complaint from the complainant or the complainant's designated representative. All complaints will be logged. A complaint file should be established that contains the following:

1. Application and enrollment forms;
2. Completed General WIOA Complaint Form or complainant's written statement;
3. Chronological log of events or conditions alleged to be a violation;
4. Any relevant correspondence; and
5. Record of the attempted informal resolution.

*Step 2 - Informal Resolution*

An attempt should be made by the Workforce Alliance or the service provider to informally resolve the complaint to the satisfaction of all parties. The informal resolution process must be completed within ten business days from the date the complaint is filed. If all parties are satisfied, the complaint is considered resolved and the terms and conditions of the resolution must be documented in the complaint file. When a service provider attempts the informal resolution, the service provider will forward the complaint file to the Workforce Alliance. The Workforce Alliance will review the complaint file and investigate it further if necessary.

*Step 3 - Formal Resolution*

When an informal resolution is not possible, the Workforce Alliance will issue a determination within 20 calendar days from the date the complaint was filed. If an appeal of the determination is not requested, the complaint is considered resolved and the complaint file should be documented accordingly. Any party dissatisfied with the determination may request a hearing within 14 calendar days of the date of the determination.

Title: Grievance and Complaint Policy

Date: Revised January 29, 2019

*Step 4 - Hearing*

A complaint may be amended or withdrawn at any time prior to a scheduled hearing.

If the complaint is not withdrawn, the Workforce Alliance will request that the Workforce Compliance and Oversight, Legal Services Division of the Kansas Department of Commerce, 1000 S.W. Jackson, Suite 100, Topeka, Kansas 66612 designate a hearing officer to ensure the complaint receives fair and impartial treatment. The hearing must be conducted within 45 calendar days from the date the complaint was filed. The hearing officer will schedule a formal hearing and mail a written notice to the complainant, the respondent, and any other interested party at least seven business days prior to the hearing. The notice will include the date, time, and place of the hearing.

Parties may present witnesses and documentary evidence, and question others who present evidence and witnesses. The complainant may request that records and documents be produced. Attorneys or another designated representatives may represent each party. All testimony will be taken under oath or affirmation. The hearing will be recorded either in writing or by audiotape. The hearing officer's recommended resolution will include a summary of factual evidence presented during the hearing and the conclusions upon which the recommendation is based.

*Step 5 - Final Decision*

The Workforce Alliance will review the recommendation of the hearing officer and issue a final decision within 60 calendar days from the date the complaint was filed.

*Step 6 - Appeal*

Any party dissatisfied with the Workforce Alliance's final decision, or any party who has not received either a final decision or a resolution within 60 calendar days from the date the complaint was filed, may request an appeal. The appeal must be received by the Kansas Department of Commerce (Commerce) within 90 calendar days from the date the complaint was filed at the following address:

Kansas Department of Commerce  
Workforce Compliance and Oversight  
1000 S.W. Jackson Street, Suite 100  
Topeka, Kansas 66612-1354

Commerce will review the complaint file, the hearing record, and all applicable documents and issue a final decision on the appeal within 30 calendar days from the date the appeal was received.

Title: Grievance and Complaint Policy

Date: Revised January 29, 2019

Participants receive Complaint and Grievance Procedures at enrollment. A receipt for these copies is kept in the participant file. Additional notice is given as a part of the registration process for **KANSASWORKS**.

Required postings in each One Stop Center are made according to Federal mandate and are reviewed for compliance as a part of the regular local monitoring efforts in accordance with the local monitoring policy.

The Complaint Procedure is intended to provide direction for any potential complaints. In addition, the Workforce Alliance policies regarding complaints relating to discrimination, criminal activity, non-criminal activity, and grievances of all types are designed to assure compliance with the provisions of State Policies.

The Workforce Alliance Grievance and Complaint Officer is:

Chad Pettera  
Chief Operating Officer  
300 W Douglas, Suite 850  
Wichita, KS 67202  
Telephone: 316-771-6600  
Fax: 316-771-6690  
TTY: 1-800-766-3777  
Email: [info@workforce-ks.com](mailto:info@workforce-ks.com)

Title: Handling and Protection of Personally Identifiable Information

Date: Approved by the Workforce Alliance Board March 09, 2016

## **Handling and Protection of Personally Identifiable Information**

Federal law, OMB Guidance, and Departmental and Employment and Training Administration (ETA) policies requires that Personally Identifiable Information (PII) and other sensitive information be protected. To ensure compliance with Federal law and regulations, the Workforce Alliance (WA) and employees must secure transmission of PII and sensitive data.

Employees must ensure that PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via email or stored on CDs, DVDs, thumb drives, etc. must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 compliant and National Institute of Standards and Technology (NIST) validated cryptographic module. Employees must not email unencrypted sensitive PII to any entity, including ETA or contractors.

Employees must take the steps necessary to ensure the privacy of all PII obtained from participants and/or other individuals and to protect such information from unauthorized disclosure. Employees shall ensure that any PII used has been obtained in conformity with applicable Federal and state law governing the confidentiality of information.

Employees must acknowledge that all PII data obtained shall be stored in an area that is physically safe from access by unauthorized persons at all times and the data will be processed using issued equipment, managed information technology (IT) services, and designated locations approved by the WA. Accessing, processing, and storing of PII data on personally owned equipment, at off-site locations e.g. employee's home, and non-WA managed IT services, e.g. Yahoo mail, is strictly prohibited unless expressly approved by the WA.

Employees and other personnel who will have access to sensitive/confidential/proprietary/private data will be advised of the confidential nature of the information, the safeguards required to protect the information, and that there are civil and criminal sanctions for noncompliance with such safeguards that are contained in Federal and state laws.

Employees and other personnel, before being granted access to PII, should acknowledge their understanding of the confidential nature of the data and safeguards with which they must comply in their handling of such data as well as the fact that there may be liable to civil and criminal sanctions for improper disclosure.

Access to PII must be restricted to only those employees who need it in their official capacity to perform duties in connection with their work.

All PII data must be processed in a manner that will protect the confidentiality of the records/documents and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal or any other means. Data may be downloaded to, or maintained on, mobile or portable devices only if the data are encrypted using NIST validated software products based on FIPS 140-2 encryption.



Title: Handling and Protection of Personally Identifiable Information

Date: Approved by the Workforce Alliance Board March 09, 2016

The WA will allow onsite inspections during regular business hours for the purpose of conducting audits and/or conducting investigations to assure compliance with confidentiality requirements described in this policy. The WA will make records available to authorized persons for the purpose of inspections, review, and/or audit.

The WA will retain data only for the period of time required to use it for assessment and other purposes, or to satisfy applicable Federal records retention requirements. Thereafter, all data will be destroyed, including the degaussing of magnetic tape files and deletion of electronic data.

It is required to protect PII when transmitting information, but it is also required that PII and other sensitive information be protected when collecting, storing, and/or disposing of information as well.

Unique identifiers should be used for participant tracking instead of social security numbers. Appropriate methods for destroying PII in paper files should be used (i.e. shredding or using a burn bag) and sensitivity electronic PII must be securely deleting. Records containing PII should not be left open and unattended. Documents containing PII should be stored in locked areas when not in use.

Any breach or suspected breach of PII should be reported immediately to management.

### **Definitions**

Personally Identifiable Information (PII) is any information that can be used to distinguish or trace an individual's identity; either alone or in connection with other personal or identifying information that is linked or linkable to a specific individual

Sensitive Information is any unclassified information whose loss, misuse, or unauthorized access to or modification of could adversely affect the interest or the conduct of programs, or the privacy to which individuals are entitled under the Privacy Act.

Protected Personally Identifiable Information (Protected PII) is information that if disclosed could result in harm to the individual whose name or identity is linked to that information. Examples of protected PII include, but are not limited to, social security numbers, credit card numbers, bank account numbers, home telephone numbers, ages, birthdates, marital status, spouse names, educational history, biometric identifiers (fingerprints, voiceprints, iris scans, etc.), medical history, financial information and computer passwords.

Non-sensitive PII is information that if disclosed, by itself, could not reasonably be expected to result in personal harm. Essentially it is stand-alone information that is not linked or closely associated with any protected or unprotected PII. Examples of non-sensitive PII include information such as first and last names, email addresses, business addresses, business telephone numbers, general education credentials, gender, or race. However, depending on the circumstances, a combination of these items could potentially be categorized as protected or sensitive PII.

Page 2 of 2

"Equal Opportunity Employer/Program - Auxiliary aids and services are available upon request to individuals with disabilities. Any individual with a disability may request accommodations by contacting the Disability Resource Coordinator at the Workforce Centers, 316-771-6800, TDD: 711 or 1-800-766-3777. (admin@workforce-ks.com)"

Title: Internal Control Reporting System  
Revised: Revised June 17, 2015

### **Workforce Alliance of South Central Kansas Internal Control Reporting System**

Recipients of federal funds must maintain stewardship of those funds by creating an internal control reporting system in order to ensure the integrity of the operation. Sub-grantees, vendors, participants, third parties or citizens, and employees must be informed of their rights to make public their concerns about WIOA management, and the mechanism for having those concerns addressed in an open, non-threatening manner.

It is the policy of the Workforce Alliance of South Central Kansas to inform interested parties that they may make reports directly to the U.S. Department of Labor at the DOL Hotline-Office of the Inspector General at 1-800-347-3756 or by contacting the Equal Opportunity Officer Mickayla Fink at the Wichita Workforce Center, 2021 N Amidon, 316.771.6600, or [info@workforce-ks.com](mailto:info@workforce-ks.com).

A record of each report will be made and retained using the Workforce Alliance Incident Report Form. The complainant will be afforded the opportunity to meet with Workforce Alliance staff for the for the purpose of clarifying the information and determining the desired outcome of the complainant.

A determination as to a course of action will be made by staff in consultation with legal counsel if deemed appropriate. The complainant will be apprised of the decision of the Workforce Alliance in so far as is possible without jeopardizing any future legal recourse. If informal resolution is not possible the complaint procedure of the Kansas Department of Commerce will be instituted, up to and including the formal appeal process.

This policy will be transmitted to all interested parties upon request, and the rights contained herein communicated.

Title: Inventory and Capitalization Policy

Date: Revised June 17, 2015

## **Workforce Alliance of South Central Kansas Inventory and Capitalization Policy**

The Workforce Innovation and Opportunity Act of 2014 (WIOA) and Kansas Department of Commerce Policy requires the maintenance of an accurate inventory of all equipment purchased using WIOA funds. The federal and state provisions set five thousand dollars (\$5,000) as the value of acquisitions that requires inventory tracking.

### **Acquisition and Tracking**

The Workforce Alliance (WA) has determined the tracking of all equipment or property having an acquisition or appraised value equal to or in excess of one thousand (\$1,000.00) dollars is necessary to insure the appropriate expenditure of public funds. An inventory database shall be maintained that will track the equipment or property acquired. The database must include a description of the item, date of purchase, purchase value, serial number (if present), location, and current condition. The condition of the inventory items must be updated and certified every two years.

### **Depreciation and Capitalization**

A straight-line depreciation schedule will be used beginning the month of acquisition and ending the month prior to disposition or completed depreciation for items with an acquisition cost equal to or greater than five thousand dollars (\$5,000.00). The useful life of office equipment will be three (3) years.

### **Disposition**

If equipment becomes no longer useful or is fully depreciated the item can be disposed of by two Senior Staff members. The Kansas Department of Commerce and the Federal Department of Labor must grant permission to dispose or any property with a value of five thousand (\$5,000.00) or greater. Any disposal actions will require tracking of the disposal location, means of disposal, date of disposal, and the value when disposed in the inventory database.

Title: Limited English Proficiency Policy

Date: Revised June 17, 2015

## **Workforce Alliance of South Central Kansas Limited English Proficiency Policy**

### **Introduction**

The mission of the Workforce Alliance of South Central Kansas is to develop and lead a flexible, integrated workforce system that identifies and responds to our future community need.

The vision of the Workforce Alliance of South Central Kansas for the future is a diversified, inclusive, highly skilled workforce functioning within a flexible, accessible system of education and economic development to advance the quality of life for our community.

### **Goal**

Language assistance, when necessary, is available to ensure that LEP persons are able to participate meaningfully in the programs and activities of Local Area IV.

### **LEP Coordinator**

Director of One Stop Operations  
Workforce Alliance of South Central Kansas  
2021 N Amidon Ave  
Wichita, KS 67203  
316-771-6800

### LEP Coordination Duties:

- Coordinate identification of language service needs and strategies for responding to those needs
- Ensure identification and securing of existing and needed resources (in-house, new hires contract, resource sharing with other agencies, volunteers, or other) to provide oral and written language services
- Identify and develop or recommend Directives/general orders to implement the policy
- Identify criteria for designation of languages for initial round of translation, based on demographic data and usage projections
- Create systems to distribute translated documents, post electronically, and maintain supply
- Identify training needs and provide for training to facility LEP Monitors, staff, and managers needing to use language services, as well as language service providers
- Establish protocols for ensuring quality, timeliness, cost-effectiveness, and appropriate levels of confidentiality in translations, interpretation, and bilingual staff communications
- Identify and implement a system for receiving and responding to complaints by staff, customers, or others of ineffective language assistance measures

Title: Limited English Proficiency Policy

Date: Revised June 17, 2015

- Exchange promising practices information

### **Facilities LEP Monitor**

Director of One Stop Operations  
Workforce Alliance of South Central Kansas  
2021 N Amidon Ave  
Wichita, KS 67203  
316-771-6800

#### Facility LEP Monitor Duties:

- Identify needs and strategies so that staff will have access to appropriate language services in their interactions with customers
- Ensure the facility's compliance with the LEP Policy, including all Directives/orders
- Provide training to facility staff on implementation of LEP Policy and Directives
- Establish and maintain the facility's language assistance resource list, ensuring competency; revise the list as needed
- Maintain data on selected interactions with LEP persons and provide reports to management as appropriate

### **Identification of LEP Persons**

The Census data and surveying the partners indicate that Spanish and Vietnamese are the languages most often used in Local Area IV by persons with Limited English Proficiency. If a person's primary language is not recognized by the experienced staff the language identification flashcards will be used. Staff will then contact a supervisor or the LEP coordinator for instructions unless it is an emergency. In an emergency call 911 and the responders will provide language assistance.

### **Language Assistance Measures**

For emergency situations Diane Gage, Director of the 911 Call Center for Sedgwick County states, "We use "Language Line" for all translation services. Since we are a 911 Center we have priority when we use them. If a 911 call comes in and the person cannot speak English, we do a 3 way call with them, a translator and the dispatcher. Depending on if the person is on a cell phone or a hard wire phone, we may or may not be able to start a response initially. Right now we are handling about 150 calls per month with this service. There are over 100 languages represented, though Spanish is about 98% of our translation needs at this time."

For non-emergency situations consult your supervisor or the Director of One Stop Operations for guidance.

Title: Limited English Proficiency Policy

Date: Revised June 17, 2015

### **Interpretation**

When language services are needed, Local Area IV staff should use qualified interpretation services when a non-bilingual employee needs to communicate with an LEP person or vice versa, when qualified bilingual employees are unavailable, and when available bilingual staff lack the skills, rank or assignment to provide direct communication services.

### **Resources**

Agency:	<b>American Red Cross-Midway-Kansas Chapter</b>
Address:	1900 E. Douglas Wichita, KS 67214
Phone:	(316) 219-4000
E-mail:	N/A
Languages:	Not Specified

Agency:	<b>Catholic Charities</b>
Address:	437 N. Topeka Wichita, KS 67202
Phone:	(316) 264-8344 ext. 290
E-mail:	dosio@wkscatholiccharities.org
Languages:	Vietnamese, Spanish.

Agency:	<b>Hunter Health Clinic Interpreter Services</b>
Address:	829 N. Market Wichita, KS 67214
Phone:	(316) 219-5923
E-mail:	sschwartz@hunterhealthclinic.org
Languages:	Not Specified

Agency:	<b>Wichita IndoChinese Center, Inc.</b>
Address:	2502 E. Douglas Wichita, KS 67214
Phone:	(316) 689-8729
E-mail:	email@wichindo.kscoxmail.com
Languages:	Vietnamese, Cambodian, Spanish, Lao, English.

Agency:	<b>Wichita State University Language Lab</b>
Address:	1845 Fairmount Wichita, KS 67260
Phone:	(316) 978-3422
E-mail:	N/A
Languages:	Spanish, Russian, French, Japanese, Italian, Greek, Chinese and Latin.

- Language Identification Flash Cards-included in the Centers Handbook
- Directory of Bilingual Employees-included in the Centers Handbook

Title: Limited English Proficiency Policy

Date: Revised June 17, 2015

### **Training Staff**

Training is critical so that staff understands how to access language services, and so that those staff involved in actually providing the language services are competent to do so.

- Initial and periodic training for staff coming into contact with LEP persons, as well as managers and those in charge of classifications, program, treatment eligibility, medical, disciplinary, or any other aspect of this policy, and Directives
- Including training on the Policy and implementing Directives, and tools in new employee orientation
- Providing training to staff, contact interpreters, shared interpreter resources from other agencies, and community volunteers who may provide oral or written language assistance services for LEP persons on how and when it is appropriate for them to do so, confidentiality and conflict of interest requirements, necessary terminology, language skills development, and other important guidelines
- Including in the policy and appropriate Directives what steps will be instituted in terms of staff training, and who is responsible.

### **Monitoring Plan**

- Setting forth clear expectations for staff and managers regarding language assistance
- Implementing a system to monitor effectiveness of the policy and its implementation
- Seeking feedback on the quality and effectiveness of the language service resources available and utilized by staff
- Reviewing programs, the linguistic demographics of the population, and the language resources available in an ongoing fashion, and more formally at least once per year (or as appropriate), and make adjustments as necessary and appropriate to ensure meaningful access and to reflect improves approaches to providing language access
- Including in the policy and/or Directives information on how monitoring will take place and who is responsible for it

Title: Local Area IV One Stop Certification Policy

Date: Revised September 13, 2017

## **Local Area IV Workforce Development Board One Stop Certification Policy**

The Local Workforce Development Board (LWDB) in consultation with the Chief Elected Officials Board (CEOB) is responsible for the certification of comprehensive One-Stop Centers and affiliate sites in the Local Area. There must be at least one comprehensive physical center in the Local Area.

A review team will be formed to evaluate the Comprehensive One-Stop Center and affiliate sites using a checklist approved by the LWDB. The checklist used for evaluation at a minimum must address the following items:

- A listing of partners and entities providing services through the One-Stop system who have entered into a current Memorandum of Understanding (MOU) to include:
  - Those partners required to provide program access through the one-stop delivery system who have successfully negotiated a signed MOU
  - Any additional entities or partners who provide workforce development programs in the Local Area who have entered into a MOU
- A detailed reporting of those partners required to provide program access through the one-stop delivery system who have not signed a current MOU
- A list of partners required to provide program access through the one-stop delivery system who are not providing services (not operating) within the Local Workforce Development Area and therefore are exempt from a MOU
- Verification that customers have access to the following programs, services, and activities during regular business days at a comprehensive one-stop center
  - At least one WIOA Title I staff person physically present in the Center
  - At a minimum, those career services listed in 20CFR 678.430, 34CFR 367.430, and 34CFR 463.430
  - Access to training services described in 20CFR 680.200
  - Access to any employment and training activities carried out under section 134(d) of WIOA
  - Access to programs and activities carried out by one-stop partners listed in 20CFR 678.400 through 20CFR 678.410, 34CFR 361.400 through 361.410, and 34CFR 463.400 through 463.410, including the Wagner-Peyser Act ES program
  - Provision of workforce and labor market information
- Criteria, including the use of customer feedback, for evaluating the effectiveness of the one-stop center in the integration and provision of available service for participants and business including:
  - Providing reasonable accommodations for individuals with disabilities
  - Making reasonable modifications to policies, procedures, and practices to avoid discrimination against persons with disabilities
  - Administering programs in the most integrated setting possible
  - Communicating with persons with disabilities as effectively as others
  - Providing appropriate auxiliary aids, including assistive technology devices and services
  - Providing for the physical accessibility of the one-stop to individuals with disabilities

Page 1 of 2

“Equal Opportunity Employer/Program - Auxiliary aids and services are available upon request to individuals with disabilities. Any individual with a disability may request accommodations by contacting the Disability Resource Coordinator at the Workforce Centers, 316-771-6800, TDD: 711 or 1-800-766-3777.”



Title: Local Area IV One Stop Certification Policy

Date: Revised September 13, 2017

- How the one-stop center supports achievement of the negotiated local performance goals
- Verification all applicable physical and programmatic accessibility requirements as set forth in the implementing regulations and guidance for WIOA section 168

The findings from the review team will be presented to the CEOB for review and approval.

Sites that do not meet the criteria of a Comprehensive One-Stop may be certified as additional affiliated one-stops as long as they meet the definition and criteria established in TEG 16-16.

The certified one-stops must be evaluated and recertified at least once every three (3) years. Additionally a review and update of this policy shall be a part of the bi-annual Local Plan update process.

In the event the LWDB is the One-Stop Operator in the Local Area, the Kansas Department of Commerce will certify the One-Stop.

Title: Local Workforce Development Board Member Job Description, Code of Conduct, and Conflict of Interest Policy

Date: Revised April 19, 2017

## Local Workforce Development Board Member Job Description

**Position Title:** Member, Local Workforce Development Board (LWDB)

**Mission:** The mission of the Workforce Alliance of South Central Kansas is supporting and advancing a competitive workforce in South Central Kansas.

**Vision:** Our vision is a growing regional economy through a skilled workforce.

**Purpose:**

- Identify and assess workforce issues and needs of business and the community and endeavor to establish partnerships to align LWDB services to meet the community's workforce needs.
- Solicit input and participation by the public and private sectors for joint planning and the provision of services to the residents of the Local Area IV.
- Provide overall policy guidance and oversight on the use of WIOA funds and on the approach to delivery of services.
- Establish a committee structure that insures adequate review of proposals, oversight of program operations, long-range planning, and marketing to the business community.

**Minimum Job Requirements:**

- A demonstrated interest in the economic vitality of the community and the related service goals of the LWDB.
- Specific experience and/or knowledge in at least one element: resource development, evaluation, training, program development, policy administration, finance, human resource administration, or public relations.
- Representative of some aspect or segment of the community.
- Ability to represent the interests of their sector and the best interests of the community.
- Willingness to participate actively, including regular attendance at board and committee meetings.
- Have optimum policy making or hiring authority at their organization.

**Expectations:**

- Members will attend LWDB meetings and participate in selected committees.
- Members will endeavor to engage their entity in the issues, interests and solutions developed by the LWDB.
- Take an active interest in a board function/committee e.g. marketing, fund raising, performance review, advocacy, etc.

Title: Local Workforce Development Board Member Job Description, Code of Conduct, and Conflict of Interest Policy

Date: Revised April 19, 2017

## Code of Conduct

### Local Workforce Development Board members should:

- Have a genuine concern and knowledge of local workforce development and training needs.
- Express their opinions and respect others' opinions.
- Be trustworthy and honest.
- Have a strong sense of independence in making decisions.
- Have a clear understanding of their roles and responsibilities.
- Conduct themselves in good faith and a manner that they reasonably believe to be in the best interest of the LWDB.
- Use such care, including reasonable inquiry, skills and diligence, in making decisions as a reasonable person would use under similar circumstances.
- Act without conflict of interest. (See Conflict of Interest Policy)
- Serve in a voluntary capacity (e.g. LWDB members will not be compensated for their services, however, they may be reimbursed for expenses incurred on behalf of the LWDB when such expenses are first approved by the LWDB).
- Actively seek ways in which to advocate for the LWDB and to leverage resources.
- Commit to attending all LWDB meetings and contributing effort to support committee and taskforce assignments.
- Refer requests for public comment to the appropriate spokesperson.
- Report any suspected fraud or abuse to the Kansas Department of Commerce (See KW State Policy #5-11-00) at 785-296-2122 or [crc@kansascommerce.com](mailto:crc@kansascommerce.com) or to the Office of Inspector General (OIG)/USDOL at 1-800-347-3756

Title: Local Workforce Development Board Member Job Description, Code of Conduct, and Conflict of Interest Policy

Date: Revised April 19, 2017

## Conflict of Interest

### *Local Workforce Development Board (LWDB) Members*

LWDB members should avoid all conflict of interest, both actual and perceived.

Federally funded programs have specific requirements concerning conflict of interest. Board members and staff involved in the procurement process are prohibited from accepting gifts, favors or anything of monetary value from existing or potential contractors or parties to sub-agreements.

Every reasonable course of action shall be taken in order to maintain the integrity of the expenditure of public funds and to avoid any favoritism or questionable conduct. Any situation suggesting a decision was influenced by prejudice, bias, special interest or personal gain shall be avoided. Before being awarded a contract a person may be required to ensure, in writing, such person has not been retained in violation of the ethical standards. Failure to do so constitutes a breach of ethical standards.

In order to avoid conflicts of interest, if an individual has a conflict of interest, whether real or perceived, they must declare a conflict on the official record, remove themselves from the discussion, and abstain from voting on and participating in the procurement.

The following create conflicts of interest and must be avoided by all Board members and staff of the organization in procuring goods or services with federal/state funds:

- Gratuities - Soliciting, demanding, accepting or agreeing to accept or to offer, give or agree to give, from/to another person any economic opportunity, future employment, gift, loan, special discount, trip, favor or service, except nominal gifts as specified in state requirements
- Procurement Documents - Any individual's participation in the development of procurement documents, review of procurement packages prior to release to potential bidders, acceptance by deadline, initial review of procurement packages, negotiation, selection, discussion, award or administration of a procurement supported by funds where, to the individual's knowledge, any of the following has a financial or other substantive interest in any organization which may be considered for award:
  - The individual
  - Any member of his or her immediate family
  - His/her partner or
  - Any organization in which any of the above has a material financial or other substantive interest
- Contingent Fees - To solicit or secure a contract upon agreement or understanding for a

Title: Local Workforce Development Board Member Job Description, Code of Conduct, and Conflict of Interest Policy

Date: Revised April 19, 2017

commission, percentage, brokerage or contingent fee except for retention of bona fide employees or established commercial selling agencies for the purpose of securing business

- Confidentiality and Nondisclosure – Certain information may not be disclosed until a particular point in the procurement process has been reached. Other information must be kept confidential permanently. The following are examples of procurement information not to be used by any person for actual or anticipated personal gain or for the gain of any other person:
  - Information about the funds available or related data, until the information is made known to all bidders
  - Number and names of bidders until the contract is awarded and the decision is made public
  - Technical or cost/price information to anyone not officially involved in the procurement while the procurement is in progress and
  - Certain technical or proposal information the bidder has designated as proprietary or trade secret, even after the award is made and publicized
- Illegal Acts - Accepting or paying bribes or kickbacks, conspiring to thwart the competitive procurement process
- Other Actions – Other actions which create real or apparent conflicts of interest

Substantive interest means any interest of a substantial nature, whether or not financial in nature, including membership on an organization's governing board, acting as the agent for an organization or employed as an officer of an organization.

Immediate family means any person related within the second degree of affinity (marriage) or within third degree of consanguinity (blood) to the party involved. The prohibited relationships are as follows:

- First degree of affinity Husband, wife, spouse's father or mother, son's wife, daughter's husband
- Second degree of affinity Spouse's grandfather or grandmother, spouse's brother or sister
- First degree of consanguinity Father, mother, son, daughter
- Second degree of consanguinity Grandfather, grandmother, brother, sister, grandson, granddaughter and
- Third degree of consanguinity Great grandfather, great grandmother, uncle, aunt, brother or sister's son or daughter, great grandson, great granddaughter

Individuals who violate this policy will face disciplinary action and be terminated from the Board.

Title: Monitoring Policy  
Date: Revised June 17, 2015

## **Workforce Alliance of South Central Kansas Monitoring Policy**

### **Introduction**

The purpose of this policy is to provide information and guidance regarding the monitoring of programs and operations in South Central Kansas (Local Area IV).

Staff designated by the Workforce Alliance of South Central Kansas (WA) shall conduct regular, periodic monitoring to determine compliance with federal regulations, state policies, and WA policies and procedures. Monitoring activities shall include, but are not limited to, administrative and financial activities, customer file reviews, customer interviews, worksite interviews, data validation, and performance evaluation.

Monitoring activities shall be conducted with such frequency and in such detail, both quantitative and qualitative, to provide reasonable assurance of compliance and effective program operations. Feedback regarding monitoring reviews shall be provided in a timely manner.

### **Monitoring Objectives**

Program monitoring efforts are performed under the precept that the mission is not only to carry out a review process to identify weaknesses and areas of non-compliance, but also to provide an opportunity for technical assistance and training, identify best practices, allow sufficient time for corrective action, and follow up to ensure corrective action is completed.

### **Monitoring Areas of Emphasis**

Compliance may include a review of:

- Eligibility determination
- Needs determination
- Progression towards performance achievement
- Other areas of service provision
- Administrative controls
- Personnel
- Civil rights & ADA compliance
- Audit and audit resolution
- Facilities

Fiscal may include a review of:

- Review of the payment determination process
- Source documentation
- Traceability for all transactions
- Match and leveraged resources
- Budget control

Title: Monitoring Policy  
Date: Revised June 17, 2015

- Cash management
- Program income
- Cost allocation
- Allowable costs
- Cost classification
- Financial reporting
- Training resource management
- Procurement
- Equipment
- Intangible property
- Sustainability

Performance may include the review of:

- Customer outcomes information
- Other factors directly affecting the achievement of Local Area IV negotiated performance standards and other local performance indicators
- Data validation

**Satisfaction** may include the review of:

- Interviewing customers to determine type and satisfaction of services received
- Interviewing worksites to determine type and satisfaction of services received

### **Monitoring Schedule**

- Customer files will be reviewed on a monthly basis. A minimum of 10% of customer files shall be reviewed in a program year
- Performance measures will be reviewed on a quarterly basis
- Customer and worksite interviews will be conducted on a monthly basis. A minimum of 10% of customers and worksites will be interviewed in a program year
- All other areas will be reviewed once a program year

Reports will be generated from regular monitoring data to present a timely, accurate and appropriate vehicle for staff reporting of program and overall operations efficiencies/deficiencies.

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## Occupations/Industries Approved For Training in Local Area IV PY20

July 1, 2020 to June 30, 2021

<u>Industry</u>	<u>Occupations</u>
Advanced Manufacturing Advanced Materials Aerospace*	Aviation Maintenance Technology/ A&P (Aircraft Mechanics) Avionics CAD/CAM & CATIA Composite Fabrication & Repair Computer Controlled Machine Tool Operator (CNC) Diesel Mechanics Electrician Engineering (Aerospace/Chemical/Electrical/Industrial/Mechanical) Heat Treating Equipment Setters, Operators & Tenders, Metal and Plastic Heavy Equipment Operator Industrial Equipment Operator Industrial Maintenance Technician Machine Tool Operator-Metal and Plastic Manufacturing or Production Technicians Non-Destructive Testing (NDT) or Inspection Operations Management Technical Certification Quality Control or Inspection (O*NET –Quality Control Analyst) Robotics Technician Sheet Metal Workers Supply Chain Managers Tool and Die Maker Tooling Transportation Equipment (Heavy and Tractor Trailer Truck Drivers) Welders, Cutters, Solderers, and Brazers
Agriculture*	Biological Technicians Farm Equipment Mechanics and Service Technicians Natural Sciences Managers Refuse and Recyclable Material Collectors Soil and Plant Scientists Zoologists and Wildlife Biologists
Automotive	Automotive Service Technicians and Mechanics
Construction	Carpentry HVAC
Data Services Information Technology*	Computer and Information System Managers (IM System Managers) Computer User Support Specialists Cyber Security (Information Security Analysts) Network and Computer System Administrators Software Applications Software Developers Software Engineers Web Developer
Educational Services	Teacher (ONET codes 25-2012 through 25-2054)
Health Care*	Acute Coding/Medical Billing (Billing, Posting, and Rate Clerks) Administration/Management (Medical and Health Service Managers) American Health Information Management Association Certified Coding Specialist

Page 1 of 2

“Equal Opportunity Employer/Program - Auxiliary aids and services are available upon request to individuals with disabilities. Any individual with a disability may request accommodations by contacting the Disability Resource Coordinator at the Workforce Centers, 316-771-6800, TDD: 711 or 1-800-766-3777, (admin@workforce-ks.com).”

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Health Care*	<p>Certified Nurse Aide (CNA)-Only as part of a career pathway          Certified Medication Aide (CMA)          Dental Assistant/Hygienist          Health Information Technology (HIT)          Home Health Aide (HHA)- Only as part of a career pathway          Licensed Practical Nurse (LPN)          Medical Assistant          Medical Laboratory Technician          Medical Records Technician          Medical Technology BS          Occupational Therapy Assistant          Pharmacy Technician/Pharmacy Aid          Phlebotomist          Physical Therapy Assistant (PTA)          Radiology Technician/Sonography          Registered Nurse (RN)          Respiratory Therapist          Surgical Technologist</p>
Hospitality	Chefs and Head Cooks
K-12 CTE	All Certifications and Credentials included on the KANSAS SB 155 approved list are included on the Kansas Local Area IV WIOA Approved Training List for Youth Program only.
Oil/Gas/Energy*	<p>Chemist          Equipment Operator          Geologist          Geophysical Data Technician          Industrial Controls          Inspection          Instrumentation          Radiographer</p>
On-the-Job Training	All occupations with demonstrated self-sufficient wages will be approved for OJT if employer has active contract with the Workforce Alliance.
Public Safety	<p>Emergency Medical Technicians and Paramedics          Probation Officers and Correctional Treatment Specialists          Police and Sheriff's Patrol Officers</p>
Registered Apprenticeship	All Occupations and Related Technical Instruction for Apprenticeship Programs that have been registered with the Kansas State Office of Apprenticeship for the South Central Region are included on the Kansas Local Area IV WIOA Approved Training List. RA's must also meet Local Area IV self-sufficient wage requirements.
Retail	For participants in the WIOA Youth program only.
Social Services	Social Worker
Transportation and Logistics*	CDL

\*Industry corresponds to a Career Pathway. Career Pathways allow job seekers, students, and parents to explore educational requirements and career opportunities in prevalent industry clusters within the region.

Title: Process for Appointment to the Local Workforce Development Board

Date: Revised June 17, 2015

## **Process for Appointment to the Local Workforce Development Board**

The Workforce Innovation and Opportunity Act of 2014 (WIOA) establishes a Local Workforce Development Board (LWDB) for the purpose of collaborating with local government officials to oversee publicly funded workforce development programs.

The Chief Elected Officials Board (CEOB) shall appoint the members of the LWDB in accordance with Federal and State criteria. WIOA mandates membership of a number of public agencies, labor representatives, and partner organizations to the LWDB, but requires that a majority of the members, at least fifty one percent, be representatives of businesses in the local area. Additionally, at least twenty percent of the members of the LWDB must be workforce representatives including labor representatives. The LWDB must also include a representative from Adult Education and Vocational Rehabilitation. Members appointed to the LWDB must have optimal policy making authority as specified in WIOA to maximize the effectiveness of the LWDB. Private sector appointments shall require the support of a local business organization.

The chairman of the CEOB shall send letters by April 15 to business groups and organizations in each county of Local Area IV, and the outgoing private sector members, requesting nominations of private sector members to the LWDB. The Chairman of the CEOB shall also send letters to each public agency or mandated representative of the LWDB with a term expiring to request a nomination. Members of the LWDB shall be appointed for a term of three years beginning July 1 and terms shall be staggered. Approximately one-third of the members terms expire each year.

Nominations for membership to the LWDB shall be submitted to the Chairman of the CEOB. In the event that a board member resigns prior to the completion of the appointed term, the CEOB shall appoint an individual with similar credentials.

The Kansas Department of Commerce will be informed of any and all membership changes to the LWDB within 5 days of action by the CEOB.

Title: Procurement Policy  
Date: Adopted November 09, 2016

## **Procurement Policy**

### **Responsibility for Procurement**

All procurement activities must comply with requirements imposed by federal/state statute, regulations or the terms of a federally/state funded grant. In general, compliance with standards established for federal/state funds will ensure acceptable procurement practices. All must follow these standards and guidelines for the procurement of goods and services for all programs.

A Code of Conduct is adopted and maintained to prohibit persons involved in the procurement process from accepting gifts, favors or anything of monetary value from contractors, subrecipients, or potential subrecipients. The code must address moral and ethical issues involved in procurement to including the following:

- Individual conflicts of interest occurring when persons involved in the award and administration of contracts have a financial or personal interest in prospective lower-tier subrecipients or suppliers and
- Penalties, sanctions or disciplinary actions for violators to the extent provided by state and local laws, rules or regulations

A cost or price analysis must be performed for every procurement action and documentation maintained of such in their procurement file.

### **Basic Procurement Principles**

Employees shall comply with the following principles of procurement when initiating actions to procure goods or services in support of funded programs.

#### **Procurement Authority**

The authority for procurement actions, as well as the responsibility for design and implementation of procurement systems, is vested with each entity purchasing goods and services, related to the provision of workforce services. Employees shall utilize specific program requirements in the event of a conflict with these requirements.

#### **Equal Treatment**

Equal opportunity must be available to all prospective sources of goods and services to be purchased. This means equal access to bid specification information and evaluation must be ensured for all bidders and prospective providers.

#### **Full and Open Competition**

All goods and services must be procured in a manner to provide maximum open and full competition. Such competition shall be sought for every purchase, regardless of the article or service to be obtained or the dollar value of the purchase. Where no competition exists or where it is not cost effective to obtain competitive bids, documentation shall be maintained to substantiate why there was a deviation from full and open competition.

Title: Procurement Policy

Date: Adopted November 09, 2016

In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. The OMB Uniform Guidance identifies several situations which restrict open and free competition, and the following must be avoided:

- Unreasonable requirements imposed on firms to qualify
- Unnecessary requirements for experience or bonding
- Noncompetitive pricing practices between firms or affiliated companies
- Noncompetitive awards to consultants on retainer contracts
- Organizational conflicts of interest, including related party transactions
- “Brand name” specifications
- Overly restrictive specifications
- Arbitrary actions in the procurement process and
- Exclusion of potential bidders from qualifying during solicitation period for prequalified bidders lists

#### Arms-Length Negotiations

Negotiations with bidders must be arms-length arrangements. A strict code of conduct shall be observed to prohibit favors or special treatment. Negotiations between departments within the same unit of government shall be structured to achieve an arms-length arrangement.

#### Protests and Remedies

Potential subrecipients and contractors shall have recourse to remedy a situation when it believes it was treated unfairly in the procurement/award process. Procedures include both an informal and a formal resolution process.

#### Procurement Records

Employees shall maintain fully documented files and other records sufficient to detail the significant history of procurement. Employees shall retain all records pertinent to all grants and agreements including financial, statistical, property and participant records and supporting documentation. These records must be retained for three years after acceptance of the final audit report, unless any litigation or claim has been started before the expiration of the three-year period. Then records must be retained until the completion of the action and resolution of all issues or until the end of the regular three year period, whichever is later.

Employees shall be responsible for notifying all contractors of the retention requirements. If the relationship with a contractor is terminated, the organization is responsible for the maintenance and retention of the contractor records if the contractor is unable to retain them.

Title: Procurement Policy  
Date: Adopted November 09, 2016

### Determination of Need

The process of considering and justifying the determination of the need for a purchase shall be documented and included in the procurement file. The Board may refer to their plan in satisfying this requirement. Where the need was not identified in the plan, the requirements of this section shall be followed. The extent of the needs assessment analysis is dependent upon the nature of the procurement. Simple, small purchases may require as little as concurrence from the person with the procurement authority. More complex and costly procurement requires a full assessment as described below. Decisions on the extent of assessment require justification and the organization shall ensure justification is consistent with the nature of the procurement.

Part of the process includes gathering information using objective, statistical and subjective data. Census reports, municipal and county demographic data, information from special projects and surveys may be used to determine areas of need based on the extent and complexity of the procurement. A written statement of need is compiled for the procurement record. The needs assessment shall address the following:

- Clear statement describing the population in need of services
- Statement describing the services needed
- Description of the benefit to employers and the workforce population to be served
- Description of the availability and accessibility of local and other resources to meet the identified need, including cost, location and eligibility conditions and
- Assessment of the availability of funding and the cost effectiveness of purchasing the services externally as opposed to transferring clients to other community resources providing the service

An appropriate authorization through the chain of command must be obtained and documented for each procurement. The authorization must include documentation and approval of the following:

- Needs assessment determination
- Procurement method selected
- Funding level
- Procurement time frames and
- Procurement and performance specifications, requirements and criteria

The Vice President/Chief Operating Officer is responsible for procurement and procurement authorizations.

Title: Procurement Policy  
Date: Adopted November 09, 2016

### **Conflict of Interest Policy**

The organization maintains a written Code of Conduct to govern the performance of its Board members, officers, standing committee members, employees or agents engaged in the award and administration of contracts. Each Board member, officer, standing committee member, employee or agent of the organization must sign the code of conduct. Organizational officers, standing committee members, employees and agents involved in the procurement process are prohibited from accepting gifts, favors or anything of monetary value from existing or potential contractors or parties to sub-agreements.

Every reasonable course of action shall be taken in order to maintain the integrity of the expenditure of public funds and to avoid any favoritism or questionable conduct. Any situation suggesting a decision was influenced by prejudice, bias, special interest or personal gain shall be avoided. Before being awarded a contract a person may be required to ensure, in writing, such person has not been retained in violation of the ethical standards. Failure to do so constitutes a breach of ethical standards.

### Avoidance of Conflicts of Interest

The Code of Conduct addresses real or apparent circumstances requiring declarations of conflicts, abstention from voting and abstention from participating in procurement decisions. If an individual has a conflict of interest they must declare a conflict on the official record and abstain from voting on and participating in the procurement.

The following create conflicts of interest and must be avoided by all Board members, officers, standing committee members, employees or agents of the organization in procuring goods or services with federal/state funds:

- Gratuities - Soliciting, demanding, accepting or agreeing to accept or to offer, give or agree to give, from/to another person any economic opportunity, future employment, gift, loan, special discount, trip, favor or service, except nominal gifts as specified in state requirements
- Procurement Documents - Any individual's participation in the development of procurement documents, review of procurement packages prior to release to potential bidders, acceptance by deadline, initial review of procurement packages, negotiation, selection, discussion, award or administration of a procurement supported by funds where, to the individual's knowledge, any of the following has a financial or other substantive interest in any organization which may be considered for award:
  - The individual
  - Any member of his or her immediate family
  - His/her partner or
  - Any organization in which any of the above has a material financial or other substantive interest

Title: Procurement Policy

Date: Adopted November 09, 2016

- Contingent Fees - To solicit or secure a contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee except for retention of bona fide employees or established commercial selling agencies for the purpose of securing business
- Confidentiality and Nondisclosure – Certain information may not be disclosed until a particular point in the procurement process has been reached. Other information must be kept confidential permanently. The following are examples of procurement information not to be used by any person for actual or anticipated personal gain or for the gain of any other person:
  - Information about the funds available or related data, until the information is made known to all bidders
  - Number and names of bidders until the contract is awarded and the decision is made public
  - Technical or cost/price information to anyone not officially involved in the procurement while the procurement is in progress and
  - Certain technical or proposal information the bidder has designated as proprietary or trade secret, even after the award is made and publicized
- Illegal Acts - Accepting or paying bribes or kickbacks, conspiring to thwart the competitive procurement process
- Other Actions – Other actions which create real or apparent conflicts of interest

Substantive interest means any interest of a substantial nature, whether or not financial in nature, including membership on an organization's governing board, acting as the agent for an organization or employed as an officer of an organization.

Immediate family means any person related within the second degree of affinity (marriage) or within third degree of consanguinity (blood) to the party involved. The prohibited relationships are as follows:

- First degree of affinity Husband, wife, spouse's father or mother, son's wife, daughter's husband
- Second degree of affinity Spouse's grandfather or grandmother, spouse's brother or sister
- First degree of consanguinity Father, mother, son, daughter
- Second degree of consanguinity Grandfather, grandmother, brother, sister, grandson, granddaughter and
- Third degree of consanguinity Great grandfather, great grandmother, uncle, aunt, brother or sister's son or daughter, great grandson, great granddaughter

Title: Procurement Policy  
Date: Adopted November 09, 2016

### **Procurement File**

A historical file to accurately reflect a trail of events and actions leading to the procurement of a product or service must be maintained in a secure, central, accessible location. Procurement files shall include, at a minimum, copies of the following:

- Needs assessment determination
- Procurement method selected
- Procurement authorization(s)
- Public media advertisement
- Request for Proposal (RFP)/Invitation for Bids document
- Proposals received
- Rating criteria
- Completed staff and/or Board evaluation forms
- Independent cost estimates
- Cost/price analysis forms and cost reasonableness determination
- Notes and other documentation concerning negotiations
- Notice of award/non-selection
- Fully executed contract; including amendments/modifications
- Contract performance evaluation
- Signature authorities
- General correspondence related to the specific procurement action; required reports and
- Documentation related to disputes; protests; and claims

The procurement records/files are subject to audit and must be available for review during monitoring or audits by an authorized agency.

### **Reasonableness of Cost**

As stated previously, the selection and award of contracts should reflect an assurance consideration has been given to competition, effectiveness and efficiency during the evaluation process. A reasonableness of cost analysis is a required step in this process.

It is of utmost importance the procuring organization recognize its responsibility in this area. The task should be specifically assigned, there should be a clear understanding of the steps required and the process must be thoroughly documented.

Employees shall perform a cost and/or price analysis in connection with every procurement action, including modifications, except for modifications lacking a monetary impact. The method and degree of analysis depend on the facts surrounding the particular procurement and pricing situation but, at a minimum, the organization shall make independent cost estimates before receiving bids or proposals.

Price analysis includes a comparison of prices paid for the same or similar products in the past, as well as the current market rate. Quantities, production and delivery rates should also be taken

Page 6 of 33

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Title: Procurement Policy  
Date: Adopted November 09, 2016

into consideration. Cost analysis is the element-by-element examination of the detailed costs submitted in the line item budget. Each of the costs contributes to the total price.

A cost analysis must be performed under the following circumstances:

- When the bidder is required to submit the elements of its estimated cost
- When adequate price analysis is lacking and
- For noncompetitive procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation

A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

#### Independent Cost Estimate

Employees shall, prior to release of the RFP, develop an independent cost estimate. The independent cost estimate provides an objective reference point from which the cost reasonableness is determined. It is derived from a cost breakdown of similar programs in the local market. The estimated costs should be as precise as possible. In some cases, specific costs may not be available either due to the lack of similar types of programs in the market area or due to the inability to predict the type of proposals responding to the RFP. In those cases, the estimate should be based on the best information available. The estimate is the standard from which the established reasonable cost may vary. It is not necessarily the standard to which the proposals must conform. The estimate may be derived from historical data, although allowances and adjustments for time (i.e., information from programs conducted in prior years) must be factored in. This estimate shall be included in the procurement file as an integral part of the cost/price reasonableness analysis.

#### Establishing Price Analysis

Price analysis is the process of examining and evaluating a price without looking at the estimated cost elements and proposed profit of the offer. In negotiated procurements, especially where technical factors are most important, price competition may be inadequate. In such instances, comparing the prices of offers is not usually sufficient to ensure cost reasonableness. A more detailed analysis is needed utilizing past prices, quantities, production, delivery rates and similar non-cost information. Employees will need to conduct discussions with bidders in negotiated procurements to be sure about price. Acceptable ways to seek and document price analysis include the following:

- RFP solicitation of competitive proposals
- Invitation for bid solicitation (formal advertising) with receipt of sealed bids, public opening and award to the lowest responsible and conforming bidder on a fixed price basis

Title: Procurement Policy

Date: Adopted November 09, 2016

- Small purchase method-documentation of price quotations, RFQ, received is a result of shopping for equipment, supplies or services priced by commercial contractors not in excess of the authorized local small purchase dollar threshold amount
- Catalog pricing (such as for tuition) to the extent these rates are actually relied upon to charge the public for the listed goods or services (frequent discounting would jeopardize reliance on catalog prices as a source for demonstrating reasonableness)
- Recent past pricing for similar goods or services procured locally (assumes past pricing was reasonable)
- Recent past pricing for similar goods or services procured by others in the vicinity (assumes past pricing was reasonable) and
- Yardsticks developed from models designed to identify and price the mix of resources considered necessary for achievement of delivery within the expected range of performance (seeks to predetermine the cost of the object of the procurement)

### Establishing Cost Analysis

Proposal costs analysis is used to establish the basis for negotiating contract prices where price competition is not adequate or is lacking altogether and where price analysis by itself does not ensure the reasonableness of prices. Cost analysis is the review and evaluation, element by element, of the cost estimate supporting a bidder's proposal for the purpose of pricing a contract.

This review includes analysis and evaluation of the following:

- Supporting data submitted by the bidder
- Cost elements and
- Factors the bidder considered in projecting from data to develop the estimate of cost to perform the specified work.

The following processes require specific additional cost analysis and justification to be supported as price reasonable:

- Agreements in which a written technical and cost proposal applicant has not been submitted
- Agreements funded at or above the proposed cost level
- Agreements only compared to average cost standards (i.e., per participant per training hour) and do not weigh actual differences in relative value (i.e., pre-employment skills versus occupational training)
- Agreements resulting from noncompetitive (sole source) procurement and
- Tuition-based agreements in which the rate charged is not justified by comparison to other available prices in the area

After costs are identified, they are evaluated to determine permissibility of individual items. Factors affecting permissibility are necessity, reasonableness, application of generally accepted accounting principles, practices appropriate to the particular circumstances and any regulatory or

Title: Procurement Policy

Date: Adopted November 09, 2016

contractual limitations on types or amounts of cost items.

Bidders are usually required to submit basic cost or pricing data for most training related procurements. Even when the contract type contemplated is a fixed unit price performance-based contract, the bidder will submit a detailed line-item budget. This budget shows the detailed cost elements and sub-elements the bidder estimates it will incur in carrying out the work in its technical proposal. Frequently, the bidder is requested to submit backup data to support its cost estimates, either with the cost and price proposal or at a later point in the procurement process.

Contract cost analysis is the element-by-element examination of the costs and related information presented in the cost and pricing data bidders submit. It involves analyzing cost data furnished, estimating assumptions stated and the rationale employed by bidders in reaching the amounts proposed. All these are cost factors contributing to the total price estimated by bidders.

The first step of a cost analysis is verifying the cost and pricing data submitted and evaluate the cost elements in the data to include the following:

- Judging the necessity for and reasonableness of proposed costs
- Evaluating the bidder's cost trends on the basis of current and historical costs or pricing data
- Conducting a technical appraisal of the estimated labor, material and other requirements proposed and
- Applying negotiated, audited or proposed indirect cost rates to determine the contract price, where such rates are proposed

The second step of a cost analysis is comparing the costs proposed by bidders with other data. This data includes actual costs incurred by the same bidder in the past. Cost analysis can also compare the current proposed costs with previous cost estimates from the same bidder or from other bidders for the same or similar items. It is appropriate and helpful to compare a bidder's costs with those proposed by other bidders in the same procurement. Comparison to the independent cost estimate can be helpful as well.

The third step of a cost analysis is evaluating the bidder's cost submissions against applicable contract cost principles. These cost principles define and describe the meanings and limits of a variety of costs. Costs not conforming to these meanings and limits are not allowable. State or local laws and regulations may make certain costs unallowable or place limits on costs in addition to those cited in program specific provisions and regulations.

Profit shall be negotiated as a separate element of the price. Procurements shall not permit excess program income (for nonprofit and governmental entities) or excess profit (for private for-profit entities). Under no circumstances shall fees or profits exceed 10 percent of the contract amount. To establish a fair and reasonable profit, consideration shall be given to the following:

- Complexity of the work to be performed

Title: Procurement Policy

Date: Adopted November 09, 2016

- Risk borne by the awardee
- Bidder's investment
- Amount of subcontract
- Quality of the bidder's past performance
- Industry profit rates in the surrounding geographical area for the same or similar work and
- Market conditions in the surrounding geographical area

#### Guide to Conducting Cost Reasonableness Review

The following is a guide to conduct a cost reasonableness review. The review should include, but not be limited to the following:

- Consider prior experience and effectiveness
- Conduct a line item budget analysis
- Determine the amount of profit applicable. Profit should be allocated by category according to benefits received. Profit may be identified as a fee. Excess profit (for private-for-profit entities) is not allowable. Neither is the generation of excess program income (for nonprofit and governmental entities).
- Determine the amount of the total budget
- Determine the amount of the administrative budget
- Determine the administrative percentage of the total budget
- Identify all cost items and salaries
- Ensure costs are properly allocated and classified
- Review all cost items with respect to relevancy and appropriateness in accomplishing the services provided
- List any high or questionable costs
- Ensure an organization-wide cost allocation plan is provided where the bidder has multiple sources of funding, if applicable
- List any questionable issues of purchase or lease
- Ensure the cost of audit is covered
- Review staffing resources and salaries
- Ensure the budget matches the salary distributions sheet
- Ensure staff salaries are properly allocated to administration or other applicable categories, such as training
- Determine if the staff appears adequate for the proposed activities
- List high or questionable staff salaries and benefits
- List low cost or unreasonable staffing
- Review travel reimbursement policies
- Review cost per positive termination in relation to similar training, length of time and quality

Title: Procurement Policy

Date: Adopted November 09, 2016

- Review cost per entered employment in relation to similar training, length of time and quality
- Review cost per contract hour (total participants x hours of participation for completion = contract hours)
- Perform a comparative analysis when more than one organization responds to the solicitation for same or similar services. The analysis should include a comparison of activities and services to be offered, staffing patterns and costs proposed. Use this type of comparison to assess the reasonableness of price through competition.
- Perform a comparative analysis when an item or service is currently available in the local service delivery area. This should include comparisons with current market rates to establish the reasonableness of the proposed cost and
- Compare relevant data to information gathered in the independent cost estimate. Consideration should be given to such factors as time (i.e., currently programs as compared to previous programs), similarity of programs and other relevant cost elements. Other relevant factors to be considered may be target populations (i.e., hard-to-serve individuals, dislocated workers, unemployment insurance claimants, etc.) and performance measures. These and any other relevant comparisons must be justified in terms of similarities and differences of the programs under consideration.

#### Documentation

Records must be maintained certifying an appropriate review has determined the price is reasonable. All awards must be supported with documentation establishing relevant and appropriately detailed cost and/or price data has been submitted and reviewed by assigned staff.

At a minimum, each proposal should contain the following:

- Copy of the line item budget
- Lease agreements and calculations of space and costs allocated for program purposes
- Cost allocation plans where costs to be funded are prorated between different funding sources
- Approved wage and benefit schedules for positions to be funded in the proposal submitted
- Policies on travel reimbursement
- Calculations, bids and/or documentation used to determine costs of equipment, supplies and where appropriate, start-up costs
- Cost determinations of each classroom training course based on per hour, day and week cost considerations if applicable to services offered and
- Documentation on costs of other funding sources received by the organization impacting directly or indirectly on the program services proposed

Records must be maintained certifying the name(s) of individual(s) who performed and/or approved the cost reasonableness review. Records should also be maintained to show differences

Page 11 of 33

"Equal Opportunity Employer/Program - Auxiliary aids and services are available upon request to individuals with disabilities. Any individual with a disability may request accommodations by contacting the Disability Resource Coordinator at the Workforce Centers, 316-771-6800, TDD:

711 or 1-800-766-3777"

Title: Procurement Policy  
Date: Adopted November 09, 2016

in the quality of the service or output. After completion of the review, a report outlining strengths and weaknesses of the proposed budget should be compiled and used in negotiations. All changes resulting from negotiation should be documented.

Costs or prices based on estimated costs are allowed only to the extent costs incurred or cost estimates included in negotiated prices are consistent with items of the contract and applicable federal cost principles.

### **Competitive Procurements: Small Purchase, Sealed Bid and Competitive Negotiation Methods**

Senior Management Staff will have the authority to purchase supplies/equipment using authorized vendors up to a unit cost of \$500.00 not to exceed a total purchase of \$1,000.00. Any purchases over these amounts will require approval by the Vice President/Chief Operating Officer up to \$2,000. If purchases exceed \$2,000.00 approval by the President/Chief Executive Officer is required.

Two fiscal staff members together have the authority to obligate client training and supportive service funds up to the current limits established in the training policies and the available budget. Final expenditures will be subject to purchasing authority.

#### **Micro Purchase (aggregate dollar amount < \$3,000)**

The micro purchase method shall be used for aggregate purchases not greater than \$3,000. Purchases can be made without obtaining competitive quotes if management determines the price for purchase is reasonable. Purchases under this method should be distributed among qualified suppliers.

#### **Small Purchase Method (up to Simplified Acquisition Threshold)**

The small purchase method shall be used for relatively simple, informal purchases with an aggregate cost of at least \$3,000 but not more than \$150,000. Employees shall make every reasonable effort to obtain price or rate quotations from a minimum of three responsive providers to ensure reasonable competition. Such quotations shall be documented and made part of the procurement files for review purposes. Documentation of all awards must substantiate the best price/value.

Aggregate purchases exceeding \$150,000 shall not be divided to fall within the small purchase limit and avoid competitive bidding requirements. Split purchases used to circumvent competitive bidding shall be considered flawed and may be disallowed.

#### **Formal Advertisement Methods (aggregate cost > \$150,000)**

Purchases with aggregate cost exceeding \$150,000 must be procured using one of two formal advertisement methods. The nature of the goods/services needed generally specifies the method used. The sealed bid method is generally used to obtain goods and services where precise requirements can be easily specified. The competitive proposal method is generally used to

Title: Procurement Policy  
Date: Adopted November 09, 2016

obtain services that cannot be specifically defined. Both methods solicit written responses via public invitation (advertising).

### **Sealed Bid Method**

The sealed bid procurement method shall be used if, at a minimum, the following conditions are present:

- Complete, adequate and realistic specification or purchase description is available
- Two or more responsible suppliers are willing and able to compete effectively for the award and
- Procurement lends itself to a firm fixed-price contract and lower-tier subrecipient or contractor selection based primarily on price is appropriate

In formally advertised procurements the following shall be accomplished:

- Issue invitations for bids to known suppliers and publicly advertise the invitation allowing sufficient time, considering the complexity of the item to be procured prior to the date of bid opening, to permit adequate responses
- Clearly define the items or services needed to enable bidders to respond properly
- Open all bids publicly at the time and place stated in the invitation for bids and
- Award a firm fixed-price contract (lump sum or unit price) by written notice to the responsible suppliers whose bid, conforming to the invitation for bids, is lowest in price

Factors such as discounts, transportation costs and life cycle costs shall be considered if the invitation for bids provides for their consideration. Payment discounts may be used to determine the low bid only if prior experience indicates such discounts are generally taken.

The invitation for bid should state the organization may reject any or all bids when there are sound, documented business reasons.

### **Competitive Negotiation Method**

The competitive negotiation method shall be used if the following conditions are present:

- Nature of the item or service needed precludes developing a specification or a purchase description precise enough so all interested parties have an identical understanding of the requirement
- In addition to price, other factors will be considered in making an award and
- Two or more responsible suppliers are willing and able to compete effectively for the award

When using the competitive negotiation method, the following must be accomplished:

- Solicit offers by distributing RFPs to an adequate number of qualified sources to ensure competition. This should include contacting sources included on the organization's mailing or bidders lists, publicizing the RFP and honoring requests for copies of the RFP to the maximum extent practicable

Title: Procurement Policy

Date: Adopted November 09, 2016

- Ensure the RFP identifies all significant evaluation factors, including cost or price, and the relative importance of each
- Identify the type of contract (cost reimbursement, fixed price, or fixed unit price performance based) to be awarded
- Provide mechanisms for the following:
  - Making technical evaluations of proposals received and determining responsible suppliers for the purpose of holding written or oral discussions
  - Selecting the lower-tier subrecipient or contractor whose proposals, when evaluated, are believed to have a reasonable chance of being selected for awards
  - Conducting negotiations with bidders deemed to be in the competitive range
  - Awarding the contract to the responsible bidder(s) whose proposal will be most advantageous, price and other factors considered; and
  - Notifying unsuccessful bidders of the award.

### Request for Proposal Process

The RFP process provides the opportunity for negotiation of both technical and cost/price elements with responsive and responsible bidders whose proposals are judged to be within the competitive range. In addition to price, values such as experience and apparent understanding of the quality/effectiveness of the goods or services must be considered. To assess these values equitably, a point system should be used to rate the proposals received.

All requests for offers for the provisions of goods and services must be in writing. At a minimum, an RFP process shall include the following elements:

- Bidders shall submit a line item budget
- RFP process shall require proposals are separately rated by staff and/or other qualified objective third parties using a rating method to set criteria for valuing and judging price reasonableness and consideration of past performance in a quantifiable and criteria referenced manner. Rating sheets describing the minimum qualification thresholds, dated and signed by designated reviewers, must be maintained
- RFP process shall provide for individual scores to be aggregated
- Final awards shall be consistent in dollar value and category with the stated intentions and numerical ratings in the RFP. Any inconsistencies shall be documented.
- Awards for training shall be in-demand occupations approved by the Board
- Awarded contracts shall be consistent in cost, scope and deliverables approved by the Board and any inconsistencies shall be documented and
- An RFP shall not indicate acceptable prices

This method of solicitation requires step-by-step written procedures to address the ways the proposals will be developed. The process begins with some basic decisions described in the following section.



Title: Procurement Policy  
Date: Adopted November 09, 2016

### Basic Decisions Regarding the RFP

Because the RFP is an extension of the local planning process, there are many variables to its development. Employees shall be aware each method has its own vulnerability and requires countervailing steps and measures. Basic considerations are as follows:

#### Yearly or Multi-Year Contract

The yearly method means the contract shall be for a period of one year only. In using the multi-year choice, the organization shall establish additional year continuation requirements such as whether or not an updated proposal will be required. The renewal process must be fully documented from start to finish.

#### Single or Multiple Cycle RFPs

Employees shall decide on the most effective system for issuing the RFP, whether one RFP cycle should be utilized for all procurement transactions or whether it would be more appropriate to establish varying cycles for different transactions. An important consideration is the length and timing of the cycles within the previously established frameworks.

#### Program Dollar Allocations, Single Figure or No Dollar Figure

In publishing the RFP, employees must decide whether to include the overall program allocation, the amount of the allocation set-aside for the RFP process, or omit any inclusion of available funding. It is generally preferable to not make public the amount of the set-aside allocation, as bidders may attempt to back into the amount available.

#### Open or Rolling RFP

Similar to the single/multiple cycle decision, employees should decide on the acceptability of open or rolling RFPs. Repeatedly funding an organization through noncompetitive, roll over awards creates a risk of unreasonable pricing and inadequate quality, especially in situations where the activity being sought is a tailored rather than an off-the-shelf procurement. The market should be tested periodically to signal a readiness for acceptance of change and to demonstrate no one has a lock on the procurement action.

#### RFP Development

An acceptable RFP must reflect decisions concerning funding sources, labor market conditions, program mix and federal, state and local requirements. An internal review shall be conducted to ensure all required elements have been included in the document and are described in detail, leaving nothing to assumption. If an area is to be reviewed separately (during negotiation or after selection) the RFP should make this clear.

While it is not required to publish the point scale assigned to each criterion as a part of the RFP package, the scale must be developed and established prior to the solicitation. Any requirement noted in the RFP instructions must be included in the evaluation criteria. It shall be decided, and stated in the RFP, whether proposing entities will be afforded an opportunity to submit

Title: Procurement Policy

Date: Adopted November 09, 2016

information or documentation initially omitted. It is of the utmost importance to the integrity of the RFP process proposing entities be afforded fair and equitable treatment.

The RFP package shall include general information such as the purpose, due date, information about the bidder conference, available funds, proposed grant period and type of contract to be awarded, applicable policies and procedures, assurances and certifications and the contract boilerplate (if applicable). The package shall also contain solicitation instructions including a requirement for information, as applicable, concerning the bidder's background and experience, accounting system and audit/monitoring results, as well as instructions for developing the program proposal, budget detail and performance schedule.

#### Modifications to the RFP

During the procurement process, if changes occur regarding service delivery requirements, funding, or the scope of work to be procured, the RFP may be amended. All bidders of record shall be notified of the modification(s) in writing. If modifications are substantial and may affect a bidder's right to equal and non-biased treatment, the RFP shall be withdrawn and another shall be prepared.

#### RFP Elements

A strong RFP process reflects the goals and objectives of the organization. The RFP shall be comprehensive and detailed to secure responsive proposals. If an element is not included in the RFP, it cannot be considered during the rating process. At a minimum, the RFP shall include the following:

- Proposal Outline - This element identifies the exact format and sequence for submitting responses. This can be accomplished by including a table of contents in the RFP to define the expected contents and format.
- Statement of Work - The RFP must include a statement of work. One of the most crucial parts of the RFP package is the statement of work. This provides a clear, concise description of the services to be provided and influences the bidder's actions and indicates expectations as well as whether this is a subrecipient or contractor procurement. A sufficient statement of work summarizes the key features of the proposal in terms of mandatory, optional and supplemental components and program results. A statement of work is comprehensive and includes definitions and specifications (such as units of service, standards, performance goals, objectives, activities) of the workforce development services to be purchased.

The proposed program or activity must be sufficiently detailed and adequate to protect federal/state funds. This item is developed, in negotiation with bidders, to establish acceptable levels of performance during the time period for the training.

- Time/date - This element includes statements regarding the period of time during which services are to be performed and due dates established for responses to be considered.

Title: Procurement Policy

Date: Adopted November 09, 2016

Where proposed contracts are to be multi-year, the RFP should include requirements for continuing the additional years.

- **Protest Rights** - This element establishes the recourse for bidders who believe their rights were violated in the solicitation or selection process and for those whose proposals were rejected. The RFP shall identify the process to be followed when protesting or inquiring. It shall include the name and address of the person to whom inquiries may be submitted and the time frame for submittals. Methods to be undertaken upon receipt of the inquiry, should be addressed, including who will respond and the time frame for response.
- **Right to Not Make Award** - This element includes statements regarding the soliciting organization's right to accept or reject any and all proposals received. It also addresses the organization's right to cancel all or portions of the RFP or reject any contract, and whether any of the bidder's costs in preparing or submitting a response to the RFP will be paid.
- **Negotiation Requirement** - This element establishes the soliciting organization's negotiation rights to contact the bidder to clarify, explain, or verify any aspect of a submitted proposal in response to an RFP. It also establishes the right to require the revision of any price, technical aspect, or other portion of the proposal resulting from negotiations conducted.
- **Signature Authorization Certificate** - This element includes signed statements from the responding organization to ensure the individual signing on behalf of the organization has the authority to submit the proposal and carry out services solicited in the RFP.
- **Defined Cost Data Requirement** - This element identifies fiscal compliance requirements of cost categories, allowable costs and references to cost limitations (where applicable) by specific program legislation or regulation. This element also specifies the use of specific forms (if applicable) such as use of a standard budget form to be used in responding to the RFP.
- **Line Item Budget by Cost Category** - This element includes an outline of the budget summary to be completed by the bidder. It must require sufficient detail of costs to enable an analysis of cost/price reasonableness. Planned expenditures within each cost category should be detailed by line item.
- **Responsiveness Thresholds** - This element identifies minimum standards for considering a response, as well as any component to cause a proposal to be disqualified. These components may include administrative and organizational qualifications, fiscal system standards, performance and outcome expectations, expected completeness, compliance with RFP requirements, adherence to time frames, pre- award survey results and other provisions.
- **Assessment Ranking Criteria** - The entire review and selection process for assessing and considering responses should be identified in the RFP. The description should note when

Title: Procurement Policy

Date: Adopted November 09, 2016

selected staff and committee members will review the proposals. It shall also describe how the proposals will be reviewed. The discussion shall include the ranking or rating criteria to be used and how points will be assigned, as well as any considerations relating to competition, reasonableness of cost/price, organizational issues and scope of work activity.

- Performance Standards - This element defines the established goals and outcomes expected in the solicitation. Any written procedures regarding performance standards to be met through services solicited should be included.
- Participant Selection - This element identifies the approach to be used and the process to be followed to select participants, negotiated service levels for target groups, clear delineation of responsibility for participant recruitment and a provision for the contingency of low enrollments.
- Policy Priorities - This element identifies policies or statements of intent regarding program specific priorities established by the soliciting organization as a result of its review of local workforce development needs.
- Required Certifications - A certification of compliance with the Clean Air Act, Federal Water Pollution Act, Drug-Free Workplace Act and prohibitions on lobbying, suspension and debarment may be required by federal regulations. All RFPs expected to result in a lower tier subrecipient award or contract exceeding \$100,000 must include a completed debarment certification or statement of compliance. Federal agency organizations must certify they will provide a drug-free workplace as a pre-condition of receiving a federally funded contract exceeding \$100,000. Lobbying certifications are required for all lower tier subrecipient contracts exceeding \$100,000.
- Conflict of Interest - This element defines the soliciting organization's code of conduct and conflict of interest policies. Such policies shall include confidentiality of the proposal process, arms-length negotiation expectations with the bidders, objectivity and fairness bidders may expect in the RFP process, provisions concerning the protection of government funds and expected standards of performance.
- Corporation Certification - When applicable, this element requires submission of the State of Kansas Corporation Certification to include articles of incorporation, organization charts, bylaws and governing board members. The element also requires submission of the certification of nonprofit status, if applicable.
- Standard Contract Terms and Conditions - All RFPs shall include a copy of the general obligations to be made a part of the final contract.
- Definition of Terms - All key terms contained in the RFP shall be expressly defined in the RFP.
- Regulations - Potential respondents of the RFP are expected to be familiar with applicable regulations and appropriate directives governing the program. All lower tier

Title: Procurement Policy

Date: Adopted November 09, 2016

subrecipients and contractors selected for a subaward or contract are expected to understand and comply with all applicable requirements in conducting services under the agreement awarded. Copies of all legislation and regulations must be made available upon request.

- Program Income Requirements - This element describes the soliciting organization's requirements concerning profit earned/program income for lower tier subrecipient solicitations. Refer to applicable regulations for guidelines to establish reasonable profit level and program income disposition requirements.
- Pell Grants and Other Funding Sources – When applicable, this element identifies funds that may directly or indirectly impact the services solicited under the RFP. Provisions shall require duplicate resources be used to supplement the expenditure of federal/state funds.
- Key Staff Qualifications – When applicable, this element requires information concerning the staff qualifications and licensing and/or certification necessary to provide services. This could include a request for resumes and job descriptions for personnel to be hired for the services to be provided.
- Training Definition, if applicable - This element requires the following information regarding any training to be provided:
  - Days/hours
  - Sequence
  - Duration
  - Course curriculum
  - Skills to be achieved
  - Measurement of achievement
  - Pre/post testing
  - Entrance minimums/maximums
  - Attendance

#### Development/Use of Bidders Lists

Development of the bidders list is accomplished through a survey of the open market. Efforts to fortify the list must be made through advertising and other means designed to recruit the greatest number of potential bidders. Bidders lists are intended to provide a directory of responsible bidders/bidders the organization may utilize in its solicitation of goods and services.

A potential bidder may have his/her name placed on a potential bidders list maintained and kept current by the entity or agency conducting procurement activity. Release of information about the procurement must not compromise the equal competitive status and treatment of all potential lower tier subrecipients and contractors. Historically, underutilized businesses must have an equal opportunity to compete for and be selected for award of contracts or subcontracts.

Title: Procurement Policy  
Date: Adopted November 09, 2016

### Published Notice

A competitive procurement is formally advertised by publishing a notice of intent to contract. Consider the type of service to be purchased, the geographic area to be served, the number of individuals to be served and the availability of resources (i.e., staff, time, funding, etc.) to determine the appropriate degree of advertisement.

The following information should be included in the published notice:

- Brief description of the issuing agency and service to be provided
- Description of geographic area to be served
- How to obtain a RFP package
- Deadline for obtaining RFP package and submitting an offer
- Date of bidder conference, if applicable and
- Name and phone number of contact person
- If Federal funds will be utilized for procurement an organization receiving approval must be an Equal Opportunity Employer

### Bidders Conference

The entity conducting the procurement may hold a conference for potential bidders to acquaint them with procurement policies and procedures, the service(s) being procured and the requirements of the RFP. The decision to hold a bidders conference is based on the extent of competition, the complexity of the RFP material and resources available (i.e., staff, time, funding, etc.). If a bidder's conference is held, the information concerning the date, time and place of the conference must be stated in the procurement package and in the advertisement of the procurement. Ideally, the conference is held shortly after the procurement package is released and after potential bidders have had time to review the RFP. The conference can be conducted in one or more of the following ways:

- Deliver a presentation on the procurement package, then accept written questions from those in attendance
- Accept written questions only and respond to bidders only in writing
- Accept written and oral questions and respond orally and in writing with copies of the questions and answers provided to all potential bidders of record. Only written answers to questions are considered official and binding.
- Following the bidders conference, all written questions and answers should be documented and maintained in the procurement file. In any event, all bidders must be treated equally and be given access to the same information. The bidders conference may be recorded by video or audio for future reference and clarification and
- Capacity-building conferences may be held by entities procuring services. At these conferences, staff may complete an example or model package to give potential bidders an understanding of the procurement process. Capacity building conferences must be held prior to a procurement activity.

Page 20 of 33

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Title: Procurement Policy  
Date: Adopted November 09, 2016

### Receipt of Late Offers

Offers received after the RFP's specified date and time shall not be considered.

### Unsolicited Proposals

If an employee receives an unsolicited proposal and considers the proposal for funding, the employee must document a determination of need and initiate a full procurement process. If an RFP or other solicitation is developed, the employee must take special care to ensure the language contained in the specifications is unbiased, clear and unambiguous. Every effort shall be taken to ensure the principle of full and open competition is maintained.

### Proposal Processing

The method by which an RFP is processed is equally as important as the contents of its package. The availability of the RFP should be announced through a legal notice in general circulation newspapers and bidders list notices (if applicable) updated at least annually. A bidder's conference is beneficial in providing information regarding the RFP. A list of attendees and minutes of the meeting shall be kept in the official file. An official proposal receipt list shall be maintained. Proposals received should be date and time stamped. Receipt signatures shall be required for hand delivered proposals.

All proposals accepted shall be reviewed. Initially, proposals must be reviewed for completeness. If a proposal is incomplete, the procuring organization may either contact the bidder to obtain additional information or declare the proposal unresponsive, thereby eliminating it from further consideration. In all cases, the procurement procedures shall identify which practice will be used when incomplete information is received and such information should be shared with potential bidders. Responsive offers are those offers conforming to all the requirements of the solicitation request. The procuring organization must ensure potential lower tier subrecipients are none of the following:

- Organizations/Corporations not in good standing with the State of Kansas (delinquency in paying taxes, etc.) <https://www.kansas.gov/bess/flow/main?execution=e1s1>
- Organizations/Corporations listed on the federal debarment list  
[https://www.sam.gov/portal/SAM/?portal:componentId=9c7c412d-0e75-4bfd-8223-f425559b9408&interactionstate=JBPNs\\_r00ABXc0ABBfanNmQnJpZGdlVmlld0lkAA AAAQATL2pzZi 9uYXZpZ2F0aW9uLmpzcAAHX19FT0ZfXw\\*\\*&portal:type=action#1](https://www.sam.gov/portal/SAM/?portal:componentId=9c7c412d-0e75-4bfd-8223-f425559b9408&interactionstate=JBPNs_r00ABXc0ABBfanNmQnJpZGdlVmlld0lkAA AAAQATL2pzZi 9uYXZpZ2F0aW9uLmpzcAAHX19FT0ZfXw**&portal:type=action#1)

The review and rating of responses to solicitations through a consistently applied evaluation method is of primary importance in the procurement process. The key to an acceptable method is the assurance of equal treatment and arms-length consideration. In developing a method for reviewing and rating responses to solicitations the following considerations should be addressed:

- Each acquisition shall include evaluation factors specific to the particular acquisition
- A cost analysis shall be performed by the contracting entity to arrive at the best offer. A

Title: Procurement Policy

Date: Adopted November 09, 2016

cost reasonableness determination shall be part of the evaluation process and such determination shall be made a part of the procurement file and

- While price is an important factor in selecting proposals for an award, other factors in the competitive proposal process shall be considered. Those factors may include the following:
  - Quality of services offered
  - Operating characteristics
  - Technical innovations
  - Administrative capability
  - Compatibility with ongoing programs of the bidder's organization
  - Previous experience in providing the same or similar programs
  - Audit/monitoring reports; and o Goal attainment and program outcomes

Review criteria shall include, at a minimum, the following:

- Administrative and organizational capability - The demonstrated ability of the responding organization to successfully administer and operate a program of services of the kind and scope proposed including the following:
  - Experience providing services
  - Quality and staffing pattern of project personnel and
  - Organization's capability for project administration and fiscal management
- Scope of work activity - The demonstrated methods proposed to achieve the desired results through the adequacy of detailed work plans, activities and outcomes identified in the proposal
- Program Budget - The demonstrated cost reasonableness of budgeted items with respect to permissibility, necessity and relationship to the provision of services identified in the proposal and its anticipated outcomes

Generally, the procuring organization selects the lower tier subrecipient or contractor receiving the most favorable evaluation, cost and other factors considered. Where only one agreement is to be awarded and more than one bidder is being considered for an award, changes in proposals resulting from any negotiation performed with each bidder shall be re-evaluated in accordance with the same evaluation method used in the original review. Proposals received shall be rated in relation to other proposals received in the same solicitation.

Proposals selected for an award, as a result of the review and evaluation method should be contingent upon satisfactory results received from negotiations conducted and a pre-award survey of the organization. The procuring organization should reserve the right to not award a contract should the proposals received fail to meet established minimum standards. In all RFP procurements, documentation to justify the selected bid is required.

All bidders shall be notified in writing of the results of the selection process. Upon request,



Title: Procurement Policy  
Date: Adopted November 09, 2016

procuring organizations may conduct a meeting with unsuccessful bidders. A copy of the successful proposal may be made available upon request.

In the review and decision process, it is important to follow established RFP steps to the letter. Each decision step must be segregated, each step and outcome at all levels must be documented, the roles of each decision making group (i.e., review committee, program staff, Board staff, etc.) must be distinguished, and all records must be maintained in the official files.

### Selection and Award Process

Because of its importance to the procurement process, the system for selection and award must be well planned in advance of the receipt of proposals. The written plan should include the following:

- Dates the process will begin and end
- Roles assigned to staff and committee members
- Reasonableness of cost/price (analysis required)
- Scoring approaches
- Procedures to be used in technical evaluation of responses and
- Assurances of maximum use of full and open competition, including criteria to justify approval of any sole source procurements

Technical evaluations shall include the following:

- Quality of services offered
- Operating characteristics
- Technical innovations
- Administrative capability
- Compatibility with other ongoing programs
- Previous experience in providing the same or similar programs and
- Review of monitoring reports, goal attainment and program outcomes (if the bidder is a previous subrecipient, lower tier subrecipient or contractor)

Evaluation Process - The need to rigorously correlate the evaluation process to the technical criteria is especially important. The RFP shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. The RFP must set forth all requirements bidders must fulfill and all other factors employees will use in evaluating bids or proposals. The evaluation process must be based upon the technical criteria included in the RFP.

Evaluation Factors - Factors must be established and used to standardize and evaluate the proposals received. In addition to the standard audit requirement and necessary debarment language, the following factors must be utilized to evaluate responses to solicitations:

- How the Statement of Work was addressed in relation to what was requested in the RFP
- Pre-award survey results satisfying the related questions of soundness of fiscal and

Page 23 of 33

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Title: Procurement Policy

Date: Adopted November 09, 2016

administrative ability. Existing lower tier subrecipients or contractors shall have a valid pre-award survey/monitoring report not more than two years old

- Sufficient knowledge of federal/state/local policies to perform objectives of the RFP
- Cost-reasonableness consideration for all aspects including cost per objective or payment sequence, administrative costs (including salaries) and building/rent costs
- How objectives are addressed
- Programmatic structure and format
- Conformance to the soliciting organization's requirements
- Budget reviews including payment schedule
- Experience of those proposed to perform the training documented and
- In case of ties on the rating, consideration may be given to those bidders who propose additional services to participants beyond the scope of work/core training/budget.

Historically Underutilized Businesses may also be given consideration in case of ties in the evaluation process.

Rating/Scoring Sheets - Once evaluation factors have been established, they are used to evaluate/score the proposals received. Employees may achieve the benefits of group rating by holding a discussion of the evaluation factors in advance of the actual rating. However, proposals shall not be rated as part of a group. Each proposal must be rated individually. Rating/scoring sheets are used to determine which bidder will be offered a contract agreement. In the event a dispute or disagreement arises concerning the projects funded, the rating/scoring process will be subject to close scrutiny. A clear and objective format is essential to this particular phase of the procurement process.

A sound rating/scoring is possible only if a technical or specific RFP is utilized. Different parts of the proposal have varying importance factors and shall be reflected in the scoring of the proposal components. Usually each component has a number of points possible to become part of the overall score.

Evaluation Criteria - Weighting an evaluation factor can be accomplished by using numbers or qualitative description. The evaluation factors may be prioritized in ascending or descending order of importance, such as the following:

- Permissibility of proposed activities or services
- Conformance with regulations and policies
- Capability (experience) of bidder to deliver services (both programmatic and administrative) and
- Cost (amount and reasonableness)

Weights may be assigned as a percentage or as a point value. Percentages should add up to 100 percent. Individual point values should add up to the total number of points in the scoring system.

Title: Procurement Policy

Date: Adopted November 09, 2016

After evaluation, each rating/scoring sheet shall be completed and signed by the reviewer. All scores shall be collected and totaled. To help ensure objectivity, each member of the responsible committee should review every proposal. The proposals must be rated against standard criteria established by the organization and its governing board. This criterion shall be included in the RFP.

Rating results shall be issued in writing and reported to the Board. Under no circumstance will members of the review committee be directed, or pressured, to change their rating results by any other committee member, Board member, or staff member. Violations of this policy may result in disallowance of all subsequent contract expenditures.

Relevancy and ensuring the best product is received at the best value should always be the primary objectives of procurement. Applying common sense, knowledge of the process and familiarity with the specific situation will help ensure these objectives are accomplished.

### **Noncompetitive Procurements - "i.e. Sole Sourcing"**

Noncompetitive negotiation is procurement through solicitation of a proposal from only one source or after solicitation of a number of sources; competition is determined inadequate or nonexistent. The circumstances under which procurements may be awarded by noncompetitive negotiation are limited to one or more of the following conditions:

- If an emergency exists and the urgency of the requirement will not permit a delay created by obtaining competition
- On-the-Job Training (OJT) contracts, except OJT brokering contracts, which shall be selected competitively
- The item is available from only a single source
- Competition is deemed inadequate by an attempt to obtain competing bids
- Enrollment of individual participants in classroom training and
- The awarding agency authorizes noncompetitive proposals

The following types of purchases are also exempt from competitive procurement:

- Magazines
- Books
- Periodicals
- Newspapers
- Direct advertising space and time, unless there are multiple businesses in the area able to provide the same services to the same coverage area needed and same demographics
- Conferences – the cost of attending or participating is exempted. The cost of putting together a conference is not exempted.
- Training Sessions and Seminars – related to the individual's profession or program and that are available to the public
- Copyrighted materials such as films, film strips, books, pamphlets, videotapes, or

Title: Procurement Policy

Date: Adopted November 09, 2016

audiotapes (computer software is not included in this category). Copyrighted materials are defined as those which are available for purchase from only the publisher owning an exclusive copyright or from a single distributor operating under an exclusive franchise from the publisher.

- Updates of Computer Software, which the agency already owns
- Repair services and operational supplies by original manufacturer, if such repairs/parts/services/supplies must be performed or obtained by the original manufacturer or by the manufacturer's authorized service center, because (1) the nature of the repair, service or supplies are available only from the original manufacturer as a result of a lawful patent, or (2) the technical nature of the repair or service can only be performed by the original manufacturer due to a patented design or technical manufacturing process or (3) repairs of such equipment would violate the terms of, or part of, the equipment warranty or purchase agreement
- Organizations eligible to acquire equipment from either State or Federal surplus property may do so without any additional procurement practices
- Organizations eligible to utilize a state contract/agreement awarded by the State of Kansas may do so without any additional procurement practices
- Awards for on-the-job training may be made (except OJT brokering awards which shall be selected competitively) of program participants without obtaining competition if the contracts, subgrants, or subagreements provide that an employer-employee relationship will exist between the employer/contractor and the program participant; and that the employer/contractor will provide job training to enable the participant to perform effectively as a regular employee of the employer/contractor's establishment. When such awards are made, the organization shall maintain a record of the awards and, if requested, shall furnish the state with the record that includes the employer/contractor's name, award amount and services to be performed.
- Payment for professional certification licenses which are needed by the client to complete their job training
- Micro purchases including participant program outlay purchases for \$3,000 or less (i.e. tools, books, supplies, uniforms)

Poor planning shall not qualify as an emergency. Procurement may be handled as an emergency if the following occurs:

- A public calamity requires the prompt purchase of items to provide for public needs or preserve property
- The item is necessary to preserve or protect the public health or safety of residents or
- The item is made necessary by unforeseen damage to public property

A noncompetitive negotiation procurement resulting from inadequate competition must be preceded by a demonstrated good faith effort on the part of the organization to solicit qualified

Page 26 of 33

"Equal Opportunity Employer/Program - Auxiliary aids and services are available upon request to individuals with disabilities. Any individual with a disability may request accommodations by contacting the Disability Resource Coordinator at the Workforce Centers, 316-771-6800, TDD:

711 or 1-800-766-3777"

Title: Procurement Policy  
Date: Adopted November 09, 2016

providers through the small purchase, sealed bids, or competitive proposal processes.

Noncompetitive/sole source procurements require cost negotiation and a thorough cost/price analysis. The files must document evidence the values achieved through competition have been maintained.

Noncompetitive Procurement Application - The organization must complete and submit the noncompetitive procurement application form to Commerce prior to executing a contract for any sole source procurement exceeding \$25,000. Application submission for noncompetitive procurements in response to public emergencies is required within 30 days of contract execution. All organizations shall document the circumstances of the noncompetitive procurement in the procurement file. The Noncompetitive Procurement Application should be submitted to the following address:

Kansas Department of Commerce Fiscal Unit  
1000 S.W. Jackson, Suite 100 Topeka, Kansas 66612-1354

- or

[fiscal@kansascommerce.com](mailto:fiscal@kansascommerce.com)

### **Protest/Dispute/Grievance Procedures**

To ensure equity both in the pre-award and post-award phases of the procurement, written procedures are required for protests and disputes. Once a selection is made bidders must be notified in writing of the results. Failed bidders must be advised in writing they may have the right to appeal the decision. Employees must include this information to prospective bidders. Potential bidders shall be provided with the name and address of the person to contact for any protests, appeals, disputes and inquiries.

The organization will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but not limited to, protests, disputes and claims. These standards do not relieve the organization of any contractual responsibilities under its contracts.

Protests occur when unsuccessful bidders or bidders believe they were treated unfairly in the contract award process. Protesters generally believe they, rather than the organization selected for the award, deserve the contract. Protests may be made before or shortly after an award has been made. Since award of contracts may depend on the disposition, protests should be handled as expeditiously as possible.

Disputes, unlike protests, occur after a contract is awarded and involve a disagreement between the procuring agency and the supplier related to one or more contractual provisions.

To ensure objectivity, parties other than those charged with failure to make a proper award or recognize bidder's rights should handle disputes and protests. Commerce shall accept no protest or dispute appeal until all administrative remedies at the organizations level have been

Page 27 of 33

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Title: Procurement Policy

Date: Adopted November 09, 2016

exhausted. Commerce appeal review is limited to the following:

- Violations of federal law and regulations (violations of state or local law shall be under the jurisdiction of state or local authorities) and
- Violations of organization's protest/dispute procedures or failure to review a protest or dispute

Any complaint, protest, or dispute will be resolved using the organization's Grievance and Complaint Policy. Administrative processes and negotiation will be used in advance of litigation in attempted to resolve disputes.

### **Contract Negotiations**

Successful bidders should be invited in writing to enter negotiations. This phase of the procurement process involves critical decisions. Decisions, including approvals required before an agreement is executed, should be described in writing.

#### Pre-Negotiation

Following notification of selection, successful bidders shall be invited to attend a pre-negotiation session, if appropriate. The session is intended to advise each bidder of the parameters of the negotiations to be followed.

Pre-negotiating discussions are conducted among monitoring, planning, operations, management information system, and contracting and client service staff. These sessions usually reveal the previous year's deficiencies or future program and performance variations. These discussions result in a written listing of weaknesses, necessary changes and other items to be addressed during negotiation discussions.

#### Purpose of Negotiation

Negotiation procedures should establish the initially proposed funding amount as a starting point rather than an entitlement, and additional cost detail may be required of the bidder for the purpose of establishing a reasonable cost or price. Any increase in costs or reduction in services must be justified and documented to be in the best interest of the program and must be consistent with the authority delegated by the governing body.

#### Negotiation

During negotiation, focus is given to cost/price analysis, clarifying the Statement of Work, developing appropriate performance standards and payment terms, assuring reporting requirements measure performance and verifying the bidder is a responsible party.

Part of the negotiation discussions should include administrative cost restrictions and local limits on profit/program income. Additional issues of audit requirements, appropriate insurance, bonding and necessary legal fees should be included.

#### Documentation

The steps in the negotiation process should be fully documented, including the names and titles

Title: Procurement Policy  
Date: Adopted November 09, 2016

of the individuals participating in the negotiation process. In noncompetitive negotiations a written record of the process should be maintained to sufficiently demonstrate the objectives of least cost, fairness, impartiality and independence have been appropriately safeguarded in the absence of competition.

### **Pre-Awards Survey**

The purpose of conducting a pre-award survey is to ensure each organization being considered for funding meets all federal/state/local requirements for the provision of program services. For existing lower tier subrecipients and contractors, a valid pre-award survey or monitoring report, not more than two years old, is adequate.

The pre-award survey process, including the name(s) and title(s) of individual(s) responding to the survey, should be documented. A report should be prepared noting the strengths and weaknesses identified during the survey.

### **Contract Policy**

The type of contract used is determined in the negotiation process. The type of contract or agreement form selected for a given procurement shall reflect the characteristics of the products or services to be acquired. It should also provide suitable assurances costs incurred are reasonable and necessary, given the value provided, the risk entailed in the contract's performance and current market conditions.

Employees shall not use a cost-plus-a-percentage-of-cost or percentage-of-construction-cost contract.

### **Special Procurement Considerations**

#### Contractors list

A contractors list for services is used in circumstances requiring occasional, often unpredictable access to specific services and/or goods which, when the need arises, may require almost immediate acquisition. Lists are developed in anticipation of the unpredictable yet likely recurrence of situations requiring response by a given program.

The development of the contractors list requires issuance of either an invitation for bid or an RFP (if it can be reasonably anticipated the purchase will be less than \$25,000 in the aggregate, small purchase procedures may be employed). Selection of contractors to be included on the list results from a technical evaluation and the issuance of an instrument of understanding with the contractors to include procedures and potential deadlines for eventual selection and contract execution. The nature of the unpredictable need for services/goods may preclude a cost/price reasonableness analysis at the time of proposal evaluation and selection. This does not eliminate the requirement to conduct a cost/price reasonableness analysis at the time of acquisition of the service/goods.

A contractors list ensures those included on the list have undergone a full technical evaluation as

Title: Procurement Policy  
Date: Adopted November 09, 2016

described in this chapter for the specific services/goods disclosed on the list. At the time of acquisition, employees must notify all entities willing to provide the goods/services in the area required of the intent to procure. The notification shall provide specifics of the purchase and (as prescribed in the instrument of understanding) a deadline for cost estimate submission. Employees shall conduct a cost price analysis and shall select a vendor(s) for negotiation and contract development.

#### Contractor Enrollment

There are circumstances where institutions are enrolled as potential service providers based on licensing requirements (must be licensed in Kansas) and such other factors as minimum insurance. For example, child care providers are placed on the list if they are licensed by the State of Kansas and maintain insurance.

#### Customized Training

Customized training means company or industry specific training designed to fulfill specific workforce needs. For this purpose, an organization may consist of a company(s) or industry, or a trade union or other industry cooperative organization. The organization may be in an alliance or partnership with a training provider to develop and deliver training for specific skills designed to fulfill current workforce needs in the industry. The training must be designed to fulfill training standards/quality and performance consistent with the approved training plan of the Board.

Customized training is conducted with a commitment by the employer to employ an individual upon successful completion of the training, and involves the employer paying for a significant portion of the cost of training, as determined by the Board involved. In the case of customized training involving an employer located in multiple local areas in the State, the Governor of the State determines the significant portion of the cost of the training as determined to be appropriate.

In most circumstances, this type of training agreement is procured competitively as prescribed. However, organizations may have short timelines requiring immediate implementation of a training program. Under conditions that can be documented, and with a full justification as to the value of the opportunity, the proposal may be procured under the noncompetitive procurement method.

In these circumstances, the organization shall obtain prior written approval from Commerce. A full explanation and justification for the training, with a description of the need and its potential for the local economy, as well as for the participant, shall accompany the notice. The opportunity must clearly be an opportunity for the participant to improve his/her circumstances in terms of skill development and pay consistent with the requirements of the funding program. It is imperative the employee provides a full explanation of the circumstances precluding competitive procurement and all documentation to back up the justification is maintained in the organization's files. The request shall include the results local board determinations of cost of

Page 30 of 33

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Title: Procurement Policy

Date: Adopted November 09, 2016

training appropriateness, taking into account: the number of employees participating in training, wage and benefit levels of those employees (at present and anticipated upon completion of the training), relation of the training to the competitiveness of a participant, and other employer-provided training and advancement opportunities. As with all procurement files, a comprehensive cost/price analysis must be maintained in the procurement file.

#### Pay-for-Performance Contract Strategy

This is a procurement strategy that uses pay-for-performance contracts in the provision of training services described in Section 134(c)(3) or activities described in Section 129 (c)(2) and includes:

- Contracts, each of which shall specify a fixed amount that will be paid to an eligible service provider (which may include a local or national community-based organization or intermediary, community colleges, or other training provider eligible under Section 122 or Section 123) based on the achievement of specified levels of performance on the primary indicators of performance described in Section 16(b)(2)(A) for target populations as identified by the local board, with a defined timetable, and which may provide for bonus payments to such service provider to expand capacity to provide effective training
- A strategy for independently validating the achievement of the performance described above and
- A description of how the State or local area will reallocate funds not paid to a provider because the achievement of the performance described above did not occur

#### Professional Services Contracts

For the purpose of this policy the term ‘professional services’ means those within the scope of the practice of accounting, architecture, optometry, medicine, land surveying, professional engineering, or real estate appraising as defined by Kansas law or those performed by any licensed architect, optometrist, physician, surgeon, certified public accountant, land surveyor, professional engineer, or a state certified or state licensed real estate appraiser in connection with his professional employment of practice.

Only those individuals or entities listed above may be contracted for services under a professional services contract. Contracts with “professionals” cannot be based on, nor can their selection arise from, competitive bidding. Instead, the selection and award of such contracts and the engagement of such services shall be made on the basis of demonstrated competence and qualifications for the type of professional services to be performed. The costs may be deemed fair and reasonable as long as the professional fees are consistent with and not higher than the published and recommended practices and fees of the various applicable professional associations and do not exceed the maximum provided by any state law. Such a process must be documented prior to the contract award. The choice of a potential contractor may be accomplished through the use of an RFP or an Invitation for Bids.

Title: Procurement Policy  
Date: Adopted November 09, 2016

Although attorneys or legal services in general are not included in the definition of professional services outlined above, all agreements with attorneys to provide legal services must result from an arm's length relationship. Organizations shall not enter into agreements with attorneys without first ascertaining and documenting their demonstrated competence, knowledge and qualifications. For the purposes of this policy, organizations may choose an attorney through the RFP or RFQ process as identified above (professional services).

### Consultant Contracts

Consulting service means the practice of studying an existing or a proposed operation or project of an agency and advising the agency with regard to the operation or project.

Only those contracts providing for the study of an existing or a proposed operation or project of an agency, and advising the agency with regard to the operation or project can qualify as a consultant contract. For example, a contract providing for the study of an agency's computer capability and the advice given to better utilize such capability would be a consultant contract. A contract to provide instruction to staff in the more efficient use of the computer would not be a consultant contract, as there was no study of the system involved.

A consulting service may be procured only under the following circumstances:

- There is a substantial need for the consulting services and
- The organization cannot adequately perform the services with its own personnel or obtain the consulting services through a contract with another state agency

Consulting services must be competitively procured and do not fall under the rule for professional services described above. In the selection of a private consultant, employees must accomplish the following:

- Demonstrate, through documentation, a substantial need for consulting services exists
- Base the selection on demonstrated competence, knowledge and qualifications and reasonableness of the proposed fee for the services and
- Give preference to a private consultant whose principle place of business is in the State of Kansas, or who will manage the consulting contract from an office in the State of Kansas, given other considerations are equal

Consultant contracts of less than \$150,000 do not require formal bids. However, consultants may not receive a combination of contracts if the total exceeds \$150,000 during any state fiscal year without benefit of a published competitive procurement.

Consultant contracts under \$150,000 may be awarded following a thorough evaluation process. This ability to perform and cost/price involved shall be evaluated for at least three prospective contractors. The object of the evaluation process is to demonstrate the best cost/price was obtained from a qualified contractor for the service being sought. Consultant contracts valued in excess of \$150,000 must be secured through a formally advertised procurement process. Contract

Title: Procurement Policy  
Date: Adopted November 09, 2016

performance must be evaluated and used as a consideration in any future contract with the same party.

### **Leased Office Space and Insurance Providers**

Employees shall adhere to the procurement standards for all contractor procurement actions, including the solicitation, evaluation and award of office space leasing and/or insurance providers.

Although the use of informal bidding is allowable under the small purchase method, when such services are expected to exceed the small purchase threshold of \$150,000, employees should ensure appropriate measures are taken to promote and maximize competition. Minimum measures to promote competition include publicizing the availability of the solicitation and disseminating it to all parties requesting it, as well as to those on bidders or contractor mailing lists maintained. Utilizing the standards outlined will ensure full and open competition and provide equal treatment to all potential respondents.

A broker/agent may procure leasing office space and/or insurance providers on behalf of the organization provided these standards are adhered to. Employees must maintain documentation to substantiate the procurement and selection process. Documentation required is inherent of the procurement method used and the total dollar amount of the award.

The relationship between the organization and the broker/agent must be established through an arm's length relationship. Employees shall not enter into agreements with brokers/agents without first ascertaining and documenting their demonstrated competence, knowledge and qualifications. Although the selection of a broker/agent for these types of procurements may be informal, it is recommended this process be documented through the issuance of an RFP and a written determination of the selection process.

Objective: 1.13

Title: Public Comment Policy

Date: Revised August 16, 2013

## **Workforce Alliance of South Central Kansas Public Comment During Board of Directors Meetings**

The Kansas Open Meetings Act (KOMA) K.S.A. 75-4317 through 75-4320a established guidelines for open or public meetings in the state of Kansas. Workforce Alliance Board of Directors meetings fall under the authority of the KOMA.

No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a “first-come, first-served” basis. This portion of the meeting is limited to ten minutes and shall be subject to a limitation of two minutes for each presentation to be extended at the discretion of the chairman of the board. No speaker shall be allowed to appear more frequently than once during a meeting. Members of the public desiring to present matters to the Board of Directors on the public comment portion of the agenda must submit a request in writing to the office of the President/Chief Executive Officer 48 hours preceding the Board of Directors meeting. Matters pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum and common courtesy should be observed.

Objective: 2.14  
Title: Record Maintenance and Retention Policy  
Date: Revised August 16, 2013

## Record Maintenance and Retention Policy

### BACKGROUND

The Workforce Alliance is required to maintain and retain records of all fiscal and program activities funded from public and private sources. With some exceptions, such records shall be available to the public. This policy sets forth the minimum requirements, the timeframes for records retention, and the extent to which such records may be made available to the public.

#### 1. Records Retention

- a. Retain all records pertinent to the grant, grant agreements, interagency agreements, contracts or any other award, including financial, statistical, property, applicant or registrant records, and supporting documentation, for a period of at least three (3) years after submittal of the final expenditure report (closeout) for that funding period to the awarding agency.
- b. Retain all records of non-expendable property for a period of at least three (3) years after final disposition of property.
- c. Retain all records pertinent to applicants, registrants, eligible applicants/registrants, participants, current and former employees, and applicants for employment for a period of not less than three years from the close of the applicant program year.
- d. Retain records regarding complaints and actions taken on the complaints for a period of not less than 3 years from the date of resolution of the complaint.
- e. Retain all records beyond the required three (3) years if any litigation or audit is begun or a claim is instituted involving the grant or agreement covered by the records. The records shall be retained for an additional three (3) years after the litigation, audit, or claim has been resolved.
- f. After the files have been retained for the appropriate period defined above in sections a-e, approval of two Senior Staff members must be granted before destruction. A destruction log shall be kept and maintained.

Copies of records made by microfilming, photocopying, or similar methods may be substituted for the original records if they are preserved with integrity and are admissible as evidence.

If the Workforce Alliance fails to no longer exist, all records will be transferred to the appropriate oversight body or funding organization.

#### 2. Public Access to Records

Personal records of all participants will be private and confidential, and will not be disclosed to the public. Personal information may be made available to Workforce Alliance partners on a selective basis consistent with the registrant's signed "Release of Information" form. In addition, this information may be made available to persons or entities having responsibilities under WIA/Grant Provider including representatives of:

- a. The Department of Labor Designated Auditors/Monitors

Objective: 2.14

Title: Record Maintenance and Retention Policy

Date: Revised August 16, 2013

- b. United States Office of Management and Budget
- c. The State of Kansas or Designated Auditors/Monitors
- d. Regional Economic Area Partnership as the Chief Elected Officials Board
- e. Appropriate governmental authorities involved in the administration of WIA/Grant Provider to the extent necessary for its proper administration

The conditions under which information may be released or withheld are shown below:

- a. Participants will have access to all information concerning themselves as individuals unless the records or information are exempted from disclosure as determined by legal counsel.
- b. Requests for information shall be submitted to the Vice President/Chief Operating Officer. Requests will be reviewed and determined if they are part of the public domain. If it is determined that the request covers information in the public domain the requestor will be notified of the cost of providing records (cost will include staff time to gather and prepare records and duplicating costs). The appropriate records will be provided as soon as logistically possible.

Objective: 2.14

Title: Transportation of Confidential Information Policy

Date: Adopted by the Workforce Alliance Board June 12, 2012

## **Workforce Alliance of South Central Kansas Transportation of Confidential Information Policy**

The Workforce Alliance (WA) maintains client files for program participants. The information contained in the client files is personal and confidential and should be treated as such at all times. Client files and the documents contained in a client file should rarely leave the office in which the file originated. However, there are times when client files or documents may need to be transported to another location. This policy sets the guidelines for transporting client files and documents.

Staff should only transport the necessary portions of the client file needed for the situation. Generally, only a portion of the client file would need to be transported, but there are situations in which the entire client file would need to be transported.

There are three situations when client files or documents would need to leave the originating office:

- Staff member is meeting with a client at a different office
- The client file or document needs to be reviewed by staff at another office
- Staff member is working from home

Staff must first have written approval from their supervisor prior to the transport. Staff must transport the client files or documents in a WA approved and provided locked container. The locked container shall be placed in the vehicle trunk during transport. If a trunk is not available the container shall be placed where it is not easily seen by others. The locked container shall not be left in the vehicle unattended.

Client files and documents shall remain in the locked container unless staff is working on the documents. When staff is working on documents care should be taken to ensure that others do not have access to the file or documents.

When the client files or documents reach their intended destination, staff should notify their supervisor. If the client files or documents need to be transported back to the originating office the same process outlined above shall be followed.

If at any time the information being transported is lost, stolen, damaged, or confidentiality is compromised staff shall notify their supervisor of the breach within 2 hours of the occurrence.

### **Exceptions**

No exceptions to this policy will be allowed.

## Partner Referral Guidelines

### American Indian Council

*(WIOA Section 166 Law)*

AIC is an American Indian not-for-profit, 501(c) (3) organization in the state of Missouri serving Missouri, Iowa, and Kansas. Our mission is to promote economic self-sufficiency, cultural awareness, and preservation among off-reservation American Indian and Alaska Natives who are facing significant barriers to employment. Individuals are provided job training and other services through our partnerships that result in increased employment and earnings, increased education and occupational skills, and decreased welfare dependency.

### Eligibility

- Verification of Tribal Affiliation with a Federally Recognized Tribe
- Verification of Residence
- Verification of Birth Date
- Verification of Family Income and Number in Family Household
- Verification of Labor Force/Employment Status
- Verification of Selective Service Registration (males 18 and over)

### Average Wait Time for Eligibility

- 24 to 48 hours after completion of application process
- Average payments for students and all supportive services are 3-5 days once application is received and approved by the Administrative Office in Kansas City, Missouri

### Programs

- Academic Counseling
- Career Development
- GED Attainment
- Job Search Resources
- On-the-Job Training
- Referrals
- Tuition Assistance
- Work Experience

### Duration of Programs

- 90 days up to 4 years

### Follow Up Services

- Follow Up includes Supportive Services and Career Counseling up to one year after exit

### Contact for Staff and Clients

- Nicole Castellanos
- Phone: 316-771-6776
- Email: ncastellanos@indiancouncil.net

### Office Hours and Location

2021 N Amidon, Suite 1100

Wichita, KS 67203

Monday through Thursday 8:00 am to 4:30 pm



**Partner Referral Guidelines****Butler Community College – Adult Education****Eligibility Requirements**

- 16 years of age and older, AND
- Is currently not enrolled in school, AND
- Any one of the following apply:
  - Does not have a secondary credential (high school or GED diploma), OR
    - Will work on obtaining a Kansas State High School Diploma by passing the GED tests
  - Has a high school diploma or a GED; however,
    - Does not have basic reading, writing, or math skills
    - Does not have proficiency in the English language necessary to function in the multiple adult roles of citizen, employee, and family member
    - TABE testing is required, contact Butler ABE for details

**Average Wait Time for Eligibility**

- Immediate or same day referrals are accepted to answer questions related to the program and to set an appointment for an intake meeting

**Programs**

- College and Career Prep Class
- Soft Skills Training
- Study Skills Class
- College Placement Exam Prep

**Duration of Programs**

- College and Career Prep (8 Week Sessions)
- Workshops – Varies from half a day to 25 hours

**Skills Assessment Test Used**

- TABE Survey Test

**Follow Up Services**

- College and Career Coaching 3 to 6 months

**Main Contact for Staff**

- Director: Sherry Watkins
- Phone: 316-323-6074
- Email: [swatkins8@butlercc.edu](mailto:swatkins8@butlercc.edu)

**Main Contact for Clients**

- Office Manager: Pat Cummings
- Phone: 316-323-6074
- Email: [pcumming@butlercc.edu](mailto:pcumming@butlercc.edu)

Website: <https://www.butlercc.edu/adult-education>

**Office Location and Hours**

901 S Haverhill Road  
El Dorado, KS 67042

Monday through Friday 8:00 am to 5:00 pm

Additional Adult Education outreach locations in Andover, Butler Service Center outside of McConnell Air Force Base, and the Wichita Workforce Center

### Cerebral Palsy Research Foundation (CPRF)

CPRF is a 501(c)3 nonprofit organization with a mission to provide people with disabilities customized services, supports and technologies, with an emphasis on employment and training options, to facilitate their chosen economic and personal independence.

### Eligibility

- Must have vocational barriers that impede employment
- Must have a disability or medical condition that is an obstacle to employment for most programs (call Program Contact for specific program eligibility)
- Must be highly motivated and have a desire to work
- Be medically and emotionally stable
- Be able to tolerate an 8-hour day
- Be able to use a computer keyboard or alternate input device
- High School Diploma or GED preferred
- Prefer at least a 9th grade level of reading and math skills for computer classes

### Average Wait Time for Eligibility

- Wait time to enter individual programs varies by program.

### Vocational Assessments

- Identify vocational strengths and employment barriers by recommending options and supports required for people with disabilities and those with vocational barriers to increase self-sufficiency.
- Identify job aptitudes, interests and personality traits.
- Tests available include (but not limited to) Career Ability Placement Survey (CAPS), Interest Inventory (COPS), Career Orientation Placement & Evaluation Survey (Values) (COPEs), Profile Step One Survey (Integrity), Hogan Personality Profile, Test of Adult Basic Education (TABE), and Computer Operator Aptitude Battery (COAB).
- In addition to test results, work history, accommodations needed on the job or in training, medical history, family issues, supports needed, as well as testing results are included in the assessment.
- Duration of assessment is usually around 4 hours.
- The referral source is notified of attendance the day of the testing.
- Reports are generated within two weeks.
- **Contact:** Sydney Fisher - [SydneyF@cprf.org](mailto:SydneyF@cprf.org) – 316.688.1888 or 800.550.5804

### School of Adaptive Computer Training (SACT)

- Devoted to improving marketable computer skills for people with disabilities and others affected by the digital divide.
- Classrooms provide completely adaptive classrooms which use state-of-the-art, adjustable workstations and assistive software and devices.
- The SACT's Business Advisory Council, comprised of area business leaders, meets a number of quality control duties. Some of those duties include ensuring the courses meet or exceed the requirement of hiring authorities, evaluating student preparedness, providing classroom presentations and assisting with placement activities.
- Classes led by Microsoft Office Specialist (MOS) Master Instructors.
- Programs available for adults and youth to enhance job skills of students preparing them to effectively compete for careers in the modern day job market. Topics include computer basics, Microsoft Windows Operating System, Internet, e-mail, Customer Service, and Microsoft Office including Word and Excel.
- On-site testing facility provides opportunities for students to achieve Microsoft Office Specialist (MOS) certifications in Microsoft Office applications including Word and Excel.

## Partner Referral Guidelines

- Business Fundamentals Training Program for Youth is a semester long class for high school students with disabilities. Students who complete this program gain valuable computer experience with an opportunity to certify in Microsoft Word and Excel. In addition, they learn about personal finance and improve keyboarding skills. Graduates earn two high school credits.
- Duration of program varies by class.
- **Contact:** Bob Shurden – [BShurden@cprf.org](mailto:BShurden@cprf.org) – 316.688.1888 or 800.550.5804

### Job Placement

- Assistance in identifying vocational goals.
- Provide job search, soft skills and job readiness training to prepare individuals with disabilities to seek and obtain employment.
- Includes resume and cover letter writing, collection of personal work history, job search goals, develop interview skills, build personal networking techniques and write effective thank you letters.
- Develops basic computers skills to conduct internet job searches, submit applications on-line, and how to attach documents to an e-mail.
- Average process time for eligibility is one (1) week.
- Duration of program varies, based on type of service requested and each individual's unique situations and efforts.
- Follow up guidance may be provided for up to 12 months after placement, depending on program.
- **Contact:** Linda Oxford - [LindaO@cprf.org](mailto:LindaO@cprf.org) – 316.688.1888 or 800.550.5804

### Address and Hours of Operation

5111 E. 21<sup>st</sup> St. N  
Wichita, KS 67208  
Monday through Friday 8:00 am to 5:00 pm  
Closed Most Legal Holidays  
[www.cprf.org](http://www.cprf.org)

### Department for Children and Families

#### Services:

- I. Health Coverage: Several health benefit programs are provided to low-income Kansans to help cover some health care expenses. Health coverage is available to children, pregnant women, the elderly, and the disabled.
- II. Food Assistance: Department for Children and Families offers food assistance to low-income individuals and families. A vision card acts like a debit card, and is used to buy food at local grocery stores.
- III. Cash Assistance: Temporary Assistance for Families  
Department for Children and Families offers temporary cash assistance to low-income families with a child under 18; Some adults will be required to participate in a work program connected to this family cash program. Additional support to assist in participating in the work program is available. A number of work program services are contracted through community partners.  
General Assistance  
Single adults who are disabled but not yet receiving Social Security payments may qualify for a medical benefit.
- IV. Child Care: Subsidy program to assist low-income families with the cost of childcare for children age 12 and younger.
- V. Energy Assistance Assistance with home energy costs related to heating the home in the winter months.

#### Requirements:

Applicants must be low-income (ranging from 0 to 200% of the Federal Poverty Level, depending on the program).

An application is required to be completed for eligibility determination. A paper application can be obtained at, at the DCF Office or on-line at: <https://cssp.kees.ks.gov/apspsp/sppNonMed.portal>

Department for Children and Families is located at 2601 S Oliver St, Wichita, KS 67210. No appointment necessary during regular office hours of Monday – Friday, 8:00 a.m. to noon and 1:30 to 5:00 p.m. For more information, please contact 316-337-7000.

Website: <http://www.dcf.ks.gov/Pages/Default.aspx/>

**Partner Referral Guidelines****Department for Children and Families**

Vocational Rehabilitation (VR) will work with people who experience all different kinds of physical or mental disabilities.

**Eligibility Requirements**

- A determination by qualified personnel that the applicant has a physical or mental impairment
- A determination by qualified personnel that the applicant's physical or mental impairment constitutes or results in a substantial impediment to employment for the applicant
- A determination by a qualified VR counselor that the applicant requires VR services to prepare for, secure, retain or regain employment consistent with the applicant's unique strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.

**Average Wait Time for Eligibility**

- 60 days of the date of application

**Programs Provided**

- Restoration
- Job Placement
- Training
- Supported Employment
- Counseling and Guidance

**Duration of Programs**

- 18 months to 2 years

**Skill Assessment Test Used**

- Varies

**Follow-Up Services Provided**

- Follow-Up for 90 days of employment once they are stable

**Main Contact for Staff and Customers**

- Customers must schedule an appointment at (316) 337-6296
- Applications available online: [http://www.dcf.ks.gov/services/RS/Documents/Part-3\\_Application.pdf](http://www.dcf.ks.gov/services/RS/Documents/Part-3_Application.pdf)

**Address and Hours of Operation**

2601 S. Oliver

Wichita, KS 67210

Monday through Thursday 8:00 am to 5:00 pm

Walk-ins welcome (unless with another client). If the VR counselor is busy or out of the office, referrals can be made by faxing the referral form to VR Services at 316-337-6710 and one of the staff will assign the consumer to the next available counselor. Any applicant who has been determined eligible for Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI) is presumed eligible for VR Services.

Website: <http://www.dcf.ks.gov/services/RS/Pages/Employment-Services.aspx>

## Partner Referral Guidelines

### Dress for Success Wichita

Dress for Success Wichita offers long-lasting solutions that enable women to break the cycle of poverty. Each client receives professional attire to secure employment. Dress for Success Wichita also has programs to furnish confidence, direction, and success.

### Eligibility Requirements

- Customer must be work ready

### Average Wait Time for Eligibility

- About one week

### Programs Provided

- Professional attire
- Career Center
- Monthly soft skills training
- Monthly professional development

### Follow-Up Services Provided

- After women have gone through a Program, they are invited to attend monthly professional development meetings.

### Main Contact for Staff and Customers

- Main Office: 316-945-8779

### Office Location and Hours

1422 N. High Street  
Wichita, KS 67203

Monday through Thursday 8:30 am to 5:00 pm

## Partner Referral Guidelines

### Episcopal Social Services

The Episcopal Social Services Employment Resources Center is open to individuals looking for employment. We offer computers for resume and cover letter preparation, Internet access to job posting sites, fax machines, and telephones. Employment classes are in partnership with DCF. Staff teaches employment classes to DCF recipients about how to find employment, interpersonal and written communication skills.

### Eligibility Requirements

- Must already be established with the Referring Agency

### Average Wait for Eligibility

- Minimal to None

### Programs Provided

- Aggression Replacement Training (Youth)
- Teen Intervention Program Sedgwick Co
- Teen Intervention Program Butler Co
- Breakthrough Club
- Job Readiness
- Case Management
- Food Ministry
- Representative Payee Program
- Health Plus Health

### Duration of Programs

- Varies

### Follow-Up Services

- Job Retention

### Contact for Staff and Customers

- Leonor Loughridge – (316) 269-4160 ext 116

Please call in advance to refer a Workforce Center customer

### Office Location and Hours

1010 N Main  
Wichita, KS 67203  
Monday through Friday 8:30 am to 4:30 pm

Website: <http://www.esswichita.org/>

## Partner Referral Guidelines

### Flint Hills Job Corps

Flint Hills Job Corps is an education and career skills training program that helps young, economically challenged men and women prepare for a career and take control of their lives. At Job Corps, you can learn career skills, earn your high school diploma or GED, and get help finding a job.

### Eligibility Requirements

- Age 16 to 24
- Limited Financial Resources (Poverty Income Level OR Proof of Public Assistance)

### Average Wait Time for Eligibility

- Determination made at Interview

### Programs Provided

- GED Preparation or High School Diploma
- Career Technical Training
- Career Development
- Career Transition Services
- Residential Living
- Recreational Activities
- Single Parent Dormitory for Single Parents and their Depended Children

### Duration of Programs

- 1 to 2 years

### Skill Assessment Test Used

- TABE

### Follow-Up Services Provided

- Up to 1 year of Follow up Services with Employment Needs

### Main Contact for Staff & Customer

- Debora Weve, [weve.debora@jobcorps.org](mailto:weve.debora@jobcorps.org) (316-771-6779)

### Office Hours and Location

2021 N Amidon, Suite 1100  
Wichita, KS 67203

Monday through Thursday 8:00 am to 5:00 pm  
Friday 9:00 am to 12:00 pm

Orientations are held every Monday at 12:00 p.m. at Wichita Workforce Center; no appointment necessary to attend an orientation. Additionally, Job Corps has a Placement Specialist, Deb Weave located at the Wichita Workforce Center to assist graduates of Job Corps in finding employment after program completion.

Website: <http://flinthishills.jobcorps.gov/careerdevelopment.html>



**Partner Referral Guidelines****Jobs for Veterans State Grant (JVSG) – Kansas Department of Commerce**

The local Disabled Veteran Outreach Program Representative (DVOP) and Local Veterans Employment Representative (LVER) offer employment and training services to eligible veterans with significant barriers to employment.

**Eligibility:**

- An individual who is a veteran or an eligible spouse of an eligible veteran
- A veteran is defined as a person who served more than 180 days of active military, naval, or air service, and who was discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2)

Active service includes full-time Federal service in the National Guard or a Reserve component. Active service does not include full-time duty performed strictly for training purposes (i.e., that which is referred to as “weekend” or “annual” training), nor does it include full-time active duty performed by National Guard personnel who are mobilized by State rather than Federal authorities

**Eligible spouse is the spouse of any of the following:**

1. Any eligible veteran who died of a service connected disability
2. Any member of the Armed Forces serving on active duty who, at the time of application, is listed in one or more of the following categories and has been so listed for a total of more than 90 days
  - Missing in action
  - Captured in the line of duty by a hostile force
  - Forcibly detained or interned in the line of duty by a foreign government or power
3. Any eligible veteran who has a total disability resulting from a service-connected disability, as evaluated by the Department of Veteran’s Affairs
4. Any eligible veteran who died while a disability was in existence

A spouse whose eligibility is derived from a living veteran or service member would lose his or her eligibility if the veteran or service member were to lose the status that is the basis for the eligibility. Similarly, for a spouse whose eligibility is derived from a living veteran or service member, that eligibility would be lost upon divorce from the veteran or service member.

**Significant Barriers to Employment:**

1. A special disabled or disabled veteran, as those terms are defined in 38 U.S.C § 4211(1) and (3);
2. Homeless
3. Recently-separated service member, who at any point in the previous 12 months has been unemployed for 27 or more consecutive weeks;
4. An offender released from incarceration within the last 12 months;
5. No high school diploma or equivalent certificate; or
6. Low-income
7. Age 18-24
8. Wounded Warrior family caregiver

**Services:**

- |  |  |
|--|--|
| • Job search assistance                          | • Labor market research                      |
| • Career guidance                                | • Referral to employment                     |
| • Resume and cover letter review and preparation | • Referral to VA for benefits and assistance |
| • Interview preparation                          | • Referral to other services                 |

Veterans meeting the eligibility criteria should be referred for JVSG services. All referrals for Veterans’ services should be directed to the JVSG Program Supervisor. Additionally, appointments can be made to meet with Veterans in any of the six counties in Local Area IV.

The Veterans Program is located at the Wichita Workforce Center at 2021 N. Amidon, Suite 1100, Wichita, KS 67203. For more information, please contact Larry Lee 316-771-6806 or at [larry.lee@ks.gov](mailto:larry.lee@ks.gov) .

**Partner Referral Guidelines****Kansas Department of Labor – Unemployment Insurance**

Information on how to apply for Unemployment Insurance and the necessary resources to file a claim (telephones, computers, and fax machines) are available through the Workforce Centers.

All claims/inquiries are handled by the Kansas Department of Labor through a call center in Topeka, KS. The Kansas Department of Labor is open Monday through Friday from 8:00 am until 4:15 pm. Duration of program varies.

**Program**

- Unemployment Benefits for Eligible Recipients while they are Temporarily without a Job

**What you Need on Hand when Contacting Kansas Department of Labor**

- Name
- Social Security Number
- Date of Birth
- Home Mailing Address
- Phone Number
- Email Address
- County in which you live
- Driver's License or ID card
- Company Name of most recent Employer
- Mailing Address of Employer
- Start Date and End Date
- Reason for Separation
- DD-214 (if applicable)
- Form SF-50, SF-8, or W-2 (if applicable)
- Alien Registration or Work Visa Number (if applicable)

Website: [www.getkansasbenefits.gov](http://www.getkansasbenefits.gov)

**Telephone Number for Filing an Initial Claim**

316-383-9947 (from the Wichita area)  
800-292-6333(outside the Wichita area; toll free)

**Telephone Number for Filing a Weekly Claim:**

316-269-0633 (from the Wichita area)

**Partner Referral Guidelines****NexStep Alliance (Goodwill Industries and Wichita Area Technical College)**

NexStep Alliance offers adult basic education, GED preparation, and ESL classes.

**Eligibility Requirements**

- 16 years of age and older, AND
- Is currently not enrolled in school, AND
- Any one of the following apply:
  - Does not have a secondary credential (high school or GED diploma), OR
  - Will work on obtaining a Kansas State High School Diploma by passing the GED tests
  - Has a high school diploma or a GED; however,
  - Does not have basic reading, writing, or math skills
  - Does not have proficiency in the English language necessary to function in the multiple adult roles of citizen, employee, and family member
  - TABE tested is required, contact NexStep for details

**Average Wait Time for Eligibility**

- 3 to 5 Days

**Skill Assessment Tests**

- Testing Adult Basic Education (TABE) by McGraw Hill/CTB

**Programs**

- Adult Education
- GED Preparation
- English Language/Civics Classes

**Duration of Program**

- GED Classes Offered Every 6 Weeks for one Program Year
- English Classes Offered Every 8 Weeks for one Program Year

**Follow-Up Services**

- Post-Secondary Education Enrollment
- Financial Aid Navigation Assistance
- Employment Assistance

**Main Contact for Customers and Staff**

- 316-677-1150

**Address and Hours of Operation**

3155 N Webb Road

Wichita, KS 67226

Monday through Thursday 8:00 am to 9:00 pm

Friday 8:00 a.m. to Noon

Website: <http://www.nexstepalliance.org>

## Partner Referral Guidelines

### Registered Apprenticeship (Kansas Dept. of Commerce)

Registered Apprenticeships (RA) are innovative job-driven, work-based learning and post-secondary earn-and-learn models that meet national standards for registration. RA improves the skills of the American workforce and enhances the efficiency and productivity of American industries.

RA is an ideal way for employers to build and maintain a skilled workforce. RA combines full-time employment, on-the-job learning (OJL) and related technical instruction (RTI). The OJL must be overseen by a mentor that is skilled in the occupation. The RTI may be provided through community or technical colleges, correspondence, online, distance learning, contract vendors or apprenticeship training centers to both educate and develop business and industries' workforce.

There are over 1000 apprenticeable occupations in which Registered Apprenticeship programs can be developed. If an employer has training needs in an apprenticeable occupation, refer the customer to a Kansas Apprenticeship Program Consultant.

RA programs **must have an employer—employee relationship** in order to exist. An employer must develop and register a set of Standards of Apprenticeship with the Kansas Department of Commerce - Kansas Apprenticeship Council in order to become a sponsor. As a RA Sponsor, the employer will be responsible for all elements of the program, including the selection and placement of apprentices in their program.

### **REFERRAL PROCESS:**

- All employers in need of training in an apprenticeable occupation should be referred to a Kansas Apprenticeship Consultant. Contact information is on our website.
- All job seekers should be referred to **KANSASWORKS.com** for open apprenticeship positions.

**NOTE:** In order to connect Kansas job seekers to a Registered Apprenticeship program, Apprenticeship Program staff has requested employer/sponsors post all job openings on **KANSASWORKS.com**. Job seekers can do a key word search on **KANSASWORKS** for ‘**Apprenticeship**’ and it will identify all posting that mention the key word **apprenticeship**. Kansas employer/sponsors with a Registered Apprenticeship Program will be identified with a **BOLD RED ‘RA’**. Job seekers should check those listings for openings in his/her area(s) of interest and qualifications and then follow the posted directions for application. The Sponsor will contact the Apprenticeship Consultant to register a new apprentice under their program.

If a workforce partner is doing a customer assisted job posting on **KANSASWORKS** for an apprenticeship sponsor, please contact an Apprenticeship Consultant for the program registration number. (The **BOLD RED ‘RA’** will not show up next to the posting without the registration number.)

**SPECIAL NOTE:** All employer referrals should be sent to MaryAnne Szczepanski ([mszczepanski@workforce-ks.com](mailto:mszczepanski@workforce-ks.com))

Registered Apprenticeship is located at the Wichita Workforce Center at 2021 N. Amidon, Suite 1100, Wichita, KS 67203.

**Partner Referral Guidelines****Senior Employment Services, Senior Services, Inc. of Wichita**

Senior Employment Services offers employment services for individuals age 55 and over including resume preparation, job readiness skills seminars, basic computer training, job club, and weekly job listings.

**Eligibility Requirements**

- Must be 55 Years of Age or Older

**Programs Provided**

- Orientation
- Job Club
- Weekly Job Lists
- Bi-Yearly Job Fairs

**Follow-Up Services Provided**

- Follow-Up for 90 days after employment

**Main Contact for Staff & Customers**

- Cherie Wenderott-Shields, [cheriew@seniorservicesofwichita.org](mailto:cheriew@seniorservicesofwichita.org) (316-267-1771)

**Office Hours and Location**

200 S. Walnut

Wichita, KS 67213

Monday through Friday 9:00 am to 3:00 pm

Additionally, applications are available for applicants to pick up at the Senior Employment desk at the Wichita Workforce Center at 2021 N. Amidon, Suite 1100, Wichita, KS 67203. Services are available at no cost to job seekers.

Website: <http://www.seniorservicesofwichita.org/>

**Partner Referral Guidelines****Senior Program – SCSEP**

The Senior Program, operated by the Workforce Alliance of South Central Kansas, provides temporary part-time subsidized community service assignments, eligibility, outreach, intake & orientation assessment, and job search and placement supportive services information.

**Average Wait Time for Eligibility**

- Once all required documents have been received in the SCSEP office, eligibility is usually determined in 2-5 business days.

**Eligibility Requirements**

- Must be 55 years of age or older
- Must be unemployed at the time of application
- Eligible to work in the United States
- Income cannot exceed 125% of the current federal HHS Poverty Guidelines

**Skill Assessments Used**

- Skills Self-Assessment

**Duration of Program**

- 48 months

**Programs**

- Placement at Host Agencies for job skills development training/experience
- Supportive Services

**Follow-Up Services**

- For participants that exit for unsubsidized employment, quarterly follow-ups occur for the first, second, and third quarters after exit.

**Main Contact for Staff and Customers**

Chip Reece (316) 771-6630

**Address and Hours of Operation**

2021 N Amidon, Suite 1100

Wichita, KS 67203

Monday through Thursday 7:00 am to 6:00 pm

Friday 9:00 am to 12:00 pm

Website: <http://www.workforce-ks.com>

**Partner Referral Guidelines****SER Corporation of Kansas – National Farmworker Jobs Program (NFJP)**

The goal of SER NFJP is to provide permanent year round employment to migrant and seasonal farm workers (MSFW) through support in occupational and basic skills training. Customers who have worked in various types of agricultural labor in the past two years may be eligible to receive assistance with training costs and supportive services.

**Average Wait Time for Eligibility**

Once all of the paperwork and necessary documents are completed, customer moves immediately into services

**Eligibility**

- Citizen or legally authorized to work in the United States
- Selective Service Registration
- 18 Years of Age or Older
- Meet HHS income level guidelines or 70% of the LLSIL
- Be an eligible MSFW who for 12 consecutive months out of 24 months prior to application has been primarily employed in agricultural or fish farming labor that is characterized by chronic unemployment or underemployment
- Received at least 50% of their earned income from agricultural work
- Worked at least 25 days in agriculture or earned at least \$800 in agricultural work or
- Be the spouse or dependent of the eligible farm worker and meet the first and second eligibility requirements above
- Faces at least two barriers to economic self-sufficiency
- Public Assistance Recipient
  - Disabled
  - Offender
  - Language Barrier
  - Homeless
  - Long-term agricultural employee
  - Underemployed
  - Laid-Off
  - Lacks significant work history
  - Basic skills deficient
  - Homeless/Runaway
  - Foster Care
  - High School drop-out
  - Single head of household w/dependents under 18
  - Pregnant and/or parenting

**Skill Assessments Used**

- TABE Skill Assessment

**Duration of Programs**

- Up to 2 years

**Partner Referral Guidelines****Programs**

- Occupational Skills Training
- On-the-Job Training
- Supportive Services
- Housing/Rental
- Out-of-Area Job Search Assistance
- GED/ESL/Alternative Diploma
- Career Services
- Short-Term Pre-vocational Skills
- Job Development
- Counseling
- Tutoring
- Job Coaching
- Case Management
- Follow-up

**Follow-Up Services**

- Career Services
- Case Management
- Counseling
- Job Coaching
- Supportive Services

To apply, download an application at <http://www.secorp.com/> (available in English and Spanish) and mail your application to the office nearest you

Wichita Office  
1020 N. Main, Suite D  
Wichita, KS 67203  
(316) 264-5372

Client Service Agent Sarah Guardado  
Monday - Friday 8:00 am to 5:00 pm Walk-Ins

Goodland Office  
Northwest Kansas Technical College  
1209 Harrison  
Goodland, KS 67735  
(785) 890-3300

Client Service Agent Roberta Pianalto  
Monday 8:00 am to 5:00 pm Walk-Ins  
Tuesday – Thursday By Appointment Only  
Friday 8:00 am to 5:00 pm Walk-Ins

Dodge City Office  
Dodge City Community College  
Technical Education Center Rm. 125  
2501 N. 14<sup>th</sup> Ave  
Dodge City, KS 67801  
(620) 371-6056

Client Service Agent Mike Medina  
Monday 8:00 am to 5:00 pm Walk-Ins  
Tuesday – Thursday By Appointment Only  
Friday 8:00 am to 5:00 pm Walk-Ins

Hays Office  
1008 E 17<sup>th</sup> #7  
Hays, KS 67601  
(785) 623-4016

Client Service Agent Vicki Needham  
Monday 8:00 am to 5:00 pm Walk-Ins  
Tuesday – Thursday By Appointment Only  
Friday 8:00 am to 5:00 pm Walk-Ins

Pittsburg Office  
SER Corporation of Kansas  
105 W. Euclid  
Pittsburg, KS 66762  
(620) 682-0008

Client Service Agent Henry Coronado



**Partner Referral Guidelines****Trade Adjustment Assistance (TAA)**

Trade Adjustment Assistance (TAA) is a federally funded program that offers help to workers who lose their jobs or whose hours and wages are reduced as a result of several factors. Customers may be eligible for the TAA program if they are laid off from an employer with a certified TAA petition within the impact and expiration dates of the petition.

**Average Wait Time for Eligibility**

- 7 Days

**Eligibility Requirements**

- Must be laid off from a TAA Certified Employer

**Skill Assessment Tests Used**

- MyNextMove
- O\*Net Skills Profiler
- WorkKeys Assessment

**Programs Provided**

- Wage Subsidy for age 50 and older
- Training Assistance
- Re-Employment Services
- Job Search
- Relocation Assistance
- Income Support
- Transportation/Subsistence Support

**Follow-Up Services**

- Assistance with Job Search after Completion of Training

**Main Contact for Staff and Customers**

- Tonya Carlson (316) 771-6813

**Address and Hours of Operation**

2021 N Amidon, Suite 1100

Wichita, KS 67203

Monday through Thursday 7:00 am to 6:00 pm

Friday 9:00 am to 12:00 pm

**Partner Referral Guidelines****Wagner-Peyser (Labor Exchange Services)**

Wagner-Peyser services are offered to provide and facilitate quality employment and related services responsive to the needs of Kansans. Assistance is available for job seekers in assessing current skills and identifying employment opportunities. When required, assistance may be accessible to enhance basic skills or enroll in training.

**Self-service resources are available onsite, including**

- Computers for online job searches, developing and posting resumes
- Copy machines for making copies of resumes
- Fax machines to send out resumes

**Staff-assisted services to job seekers include**

- Career planning
- Job counseling
- Interview training
- Job preparation and life skills coaching
- Comprehensive assessments
- Labor market information
- Referral to partner services

Wagner-Peyser services are located in the Career Centers of the Workforce Centers of South Central Kansas. Locations are listed below:

**Wichita Workforce Center**

2021 N. Amidon, Suite 1100  
Wichita, Kansas 67203  
316-771-6800 or 877-509-6757

Monday- Thursday 7:00 a.m. to 6:00 p.m.  
Friday 9:00 a.m. to 12:00 p.m.

**Cowley Workforce Center**

108 East 12<sup>th</sup> Avenue  
Winfield, Ks 67156  
620-221-7790

Monday and Wednesday  
8:00 a.m. to Noon and  
1:00 p.m. to 5:00 p.m.

**Butler Workforce Center**

524 N. Main  
El Dorado, Kansas 67042  
316-321-2350

Monday- Thursday  
8:00 a.m. to 1:00 p.m. and  
2:00 p.m. to 5:00 p.m.

For more information, please contact Erica Ramos at 316-771-6828 or [Erica.Ramos@ks.gov](mailto:Erica.Ramos@ks.gov)  
Website: [www.kansasworks.com](http://www.kansasworks.com)

**Partner Referral Guidelines****WIOA Adult and Dislocated Worker Programs**

The WIOA Adult and Dislocated Worker (DW) Programs, operated by the Workforce Alliance, offer free services to help individuals obtain or retain employment in occupations considered in-demand for South Central Kansas.

Interested individuals may access services by visiting the Workforce Center and providing documentation of the following:

- Date of Birth (documenting age of 18 or older)
- Authorization to Work in the United States
- Compliance with Selective Service (males 18 and older, born after January 1, 1960)
- Layoff from Employer (if applicable)

The WIOA Adult and DW Programs begin in the Career Centers of Workforce Centers of South Central Kansas. Locations are listed below:

**Wichita Workforce Center**

2021 N. Amidon, Suite 1100  
Wichita, Kansas 67203  
316-771-6800 or 877-509-6757

Monday- Thursday 7:00 a.m. to 6:00 p.m.  
Friday 9:00 a.m. to 12:00 p.m.

**Cowley Workforce Center**

108 East 12<sup>th</sup> Avenue  
Winfield, Ks 67156  
620-221-7790

Monday and Wednesday  
8:00 a.m. to Noon and  
1:00 p.m. to 5:00 p.m.

**Butler Workforce Center**

524 N. Main  
El Dorado, Kansas 67042  
316-321-2350

Monday- Thursday  
8:00 a.m. to 1:00 p.m. and  
2:00 p.m. to 5:00 p.m.

For more information regarding our Career Centers please contact Alexandra Carlson at 316-771-6614 or [acarlson@workforce-ks.com](mailto:acarlson@workforce-ks.com)

Website: <http://www.workforce-ks.com>

**Partner Referral Guidelines****WIOA Youth Program**

The WIOA Youth Program, operated by the Workforce Alliance, is a resource to assist young people, ages 14-24, overcome the obstacles that keep them from completing their education and getting a job.

**Eligibility**

Out of School Youth must meet all the below criteria:

- Between the ages of 16 and 24
- Not attending any school
- Compliant with Selective Service requirements
- Eligible to work in the United States
- One of the following options
  - School dropout
  - A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter
  - An individual who is subject to the juvenile or adult justice system
  - A homeless individual, homeless child, or youth
  - A runaway
  - In foster care or has aged out of the foster care system
  - A child eligible for assistance under Section 477 of the Social Security Act
  - An out of home placement
  - Pregnant
  - Parenting
  - Individual with a disability
  - Recipient of a secondary school diploma or its recognized equivalent and is low income and basic skills deficient or an English language learner
  - Low income individual who requires additional assistance to enter or complete an educational program or to secure and hold employment

**In School Youth must meet all the below criteria**

- Between the ages of 14 and 21
- Attending school
- Compliant with Selective Service requirements
- Eligible to work in the United States
- Low income
- One of the following options
  - Basic skills deficient
  - An English language learner
  - Offender
  - A homeless individual, homeless child or youth
  - A runaway
  - In foster care or has aged out of the foster care system
  - A child eligible for assistance under Section 477 of the Social Security Act
  - An out of home placement
  - Pregnant
  - Parenting
  - Individual with a disability
  - Individual who requires additional assistance to complete an educational program or to secure and hold employment
    - Eligibility under this option is limited to 5% of in school youth

**Partner Referral Guidelines**

**Main Contact for Staff and Customers**

Stacy Cotten, [scotten@workforce-ks.com](mailto:scotten@workforce-ks.com) (316) 771-6636

**Address and Hours of Operation**

2021 N Amidon, Suite 1100

Wichita, KS 67203

Monday through Thursday 7:00 am to 6:00 pm

Friday 9:00 am to 12:00 pm

Website: <http://www.workforce-ks.com>

**WORKFORCE CENTERS  KANSASWORKS.COM****Partner Referral Form**

Referring Agency: \_\_\_\_\_ Referring Staff Name: \_\_\_\_\_

Referring Staff Phone: \_\_\_\_\_ Referring Staff Email: \_\_\_\_\_

Customer Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Last 4 of SSN: \_\_\_\_\_

Participant ID (Workforce Center use only): \_\_\_\_\_

Best time to contact (range of time and days): \_\_\_\_\_

Preferred method of contact: Phone- \_\_\_\_\_ Email- \_\_\_\_\_ Video call (service)- \_\_\_\_\_

The following information is necessary to refer the customer to the most appropriate program. Please complete it as thoroughly as possible. If referring to a specific program, note it in "Additional comments" section.

Customer is receiving:  SNAP  TANF Customer is a:  Veteran  Eligible Spouse  N/A Employed  Unemployed Has been laid off?  Yes  NoReceiving unemployment benefits:  Yes  No

Most recent place of employment: \_\_\_\_\_

Last date of employment: \_\_\_\_\_

Requesting training assistance:  Yes  No If yes, school preference: \_\_\_\_\_

In what training program? \_\_\_\_\_

If customer is 16-24, check all that apply:

 Homeless  Runaway  Dropout  Disabled  English Language Learner Pregnant or Parenting  Offender  Currently or previously a foster child

Additional comments: \_\_\_\_\_

**Receiving Partner Use Only**

<b>Date received:</b> _____	<b>Date assigned:</b> _____	<b>Staff Assigned:</b> _____
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Kansas Local Workforce Innovation and Opportunity Act Service  
Delivery Area IV

Memorandum of Understanding

Between the Workforce Alliance of South Central Kansas and the One  
Stop Delivery Partners

July 1, 2021

## Table of Contents

Introduction .....	3
Effective Period .....	3
American Job Centers .....	4
One Stop Center Operations .....	6
Roles and Responsibilities of the Partners .....	7
CEOB .....	8
LWDB .....	8
One Stop Operator .....	9
Partners.....	9
Referrals .....	10
One Stop Budget.....	11
Partners Shared Costs and Infrastructure Funding Agreement .....	11
Confidentiality .....	14
Non-Discrimination and Equal Opportunity .....	14
Accessibility .....	15
Dispute Resolution.....	15
Monitoring.....	15
Modification Process.....	15
Termination .....	16
Signature Page .....	17
Attachment A: Butler Community College Service Delivery Grid .....	18
Attachment B: System Service Delivery Grid.....	19
Attachment C: Budget.....	20
Attachment D: Partner Referral Information.....	21



## Introduction

This Memorandum of Understanding (MOU) is between the Workforce Alliance of South Central Kansas, Inc. Board of Directors (WA) for Local Area IV (LAIV) and XXXX (Partner), entered into the into the 1<sup>st</sup> day of July 1, 2021 pursuant to the Workforce Innovation and Opportunity Act (WIOA), Section 121(c).

This MOU is executed between LAIV LWDB, Chief Elected Officials Board (CEOB), and One-Stop System Partners (Partners).

The MOU is developed to confirm the understanding of the parties regarding the operation and management of the American Job Centers, also known as Workforce Centers or One Stop Centers in LAIV. LAIV is comprised of Butler, Cowley, Harper, Kingman, Sedgwick and Sumner counties in south central Kansas. The LWDB and CEOB oversee the operation and outcomes of the Workforce Delivery through the American Job Centers.

The LWDB with an agreement with the CEOB will jointly select the One-Stop Operator through a competitive procurement process.

The One Stop Operations Budget and Infrastructure Funding Agreement (IFA) establish a financial plan, including terms and conditions, to fund the services and operating costs of the LAIV One Stop Service Delivery model. The parties to this MOU agree joint funding is an essential foundation for an integrated service delivery system and necessary to maintain LAIV quality services in LAIV.

The goal is to create integrated locations and a unified structure and process of proactive, transparent, and effective job seeker and business services, provided in a seamless collaborative effort to support all partners services and outcomes. The purpose of this MOU is to define the parameters with which education, workforce, economic development, and other partner programs and entities operation in LAIV create a seamless, customer-focused network which aligns service delivery across the board and enhances access to all program services. By realizing One Stop opportunities together, partners are able to build community- benefiting bridges, rather than silos of programmatic isolation.

The vision is Growing the Regional Economy through a Skilled Workforce in south central Kansas. This is accomplished by promoting economic prosperity and the self sufficiency of individuals and families by creating a workforce which is competitive in the global marketplace.

## Effective Period

This MOU is entered into on July 1, 2021. The MOU will become effective as of the date of the final signature is applied. The MOU will terminate June 30, 2024. The MOU may also terminate if the partner no longer operates the required program. The MOU maybe re-negotiated at anytime if partners believe services or terms in this MOU no longer represent the services delivered in the local area. The MOU will be reviewed annually at the One Stop Advisory Committee, partners are encouraged to review the MOU at least annually and suggest ideas for improvements or changes to the committee. The Service Delivery Grid may be updated annually, unless a significant change occurs in that Service Delivery Grid, the MOU will remain in effect.

## American Job Centers

LAIV has four American Job Centers (AJC) designed to provide a full range of assistance to job seekers and businesses under one roof. Established under the Workforce Investment Act (WIA) and continued by the WIOA. The AJC's are located at

<b>Wichita Workforce Center (Comprehensive)</b> 2021 N Amidon Suite 1100 Wichita, KS 67203 Public Hours M-Th 7 a.m.-6 p.m. F 9 a.m. – 12 p.m. 316-771-6800	<b>Butler Workforce Center (Affiliate)</b> 524 N Main St El Dorado, KS 67042 Public Hours M-Th 8 a.m.-5 p.m. Closed 12 p.m.-1 p.m. 316-321-2350
<b>Sumner Workforce Center (Affiliate)</b> 314 N Washington Ave. Wellington, KS 67152 Public Hours M-F 8 a.m.-5 p.m. 620-326-2659	<b>Cowley Workforce Center (Affiliate)</b> 125 S 2 <sup>nd</sup> Arkansas City, KS 67005 Public Hours M-F 8 a.m. – 5 p.m. 620-441-5313

## Co-Located Partners

Partner Program	Partner Organization	Contact Information	Notes
Wagner-Peyser	Kansas Department of Commerce	Erica Ramos 316-771-6800	
Jobs for Veterans	Kansas Department of Commerce	Erica Ramos 316-771-6800	
WIOA Title 1	Workforce Alliance of South Central Kansas	George Marko 316-771-6800	
Job Corps	Flint Hills Job Corps	Melisa Hamilton 785-564-4903	
Native American Workforce Program	American Indian Council	Chris Campbell 816-471-4898	

National Farm Worker Program	SER Corporation Kansas	Richard Lopez 316-264-5372	
Senior Community Service Employment Program	Workforce Alliance of South Central Kansas	Denise Houston 316-771-6800	
Trade Act Adjustment	Kansas Department of Commerce	Erica Ramos 316-771-6800	
Re-Employment Services	Kansas Department of Commerce	Erica Ramos 316-771-6800	

Non Co-Located Partners

<b>Partner Program</b>	<b>Partner Organization</b>	<b>Contact Information</b>	<b>Notes</b>
Unemployment Insurance	Kansas Department of Labor		
Senior Community Service Employment Program	SER National	Raul Santa 469-549-3617	
Adult Education	Butler Community College	Sherry Watkins 316-323-6079	
Adult Education	Cowley Community College	Jennifer Anderson 620-441-5258	
Adult Education	WATC/Goodwill/NexStep	Chris Stanyer 316-677-1835	
Career and Technical Education (Carl Perkins)	Butler Community College	Kim Jackson 316-322-3108	
Career and Technical Education (Carl Perkins)	WSU Tech	Sindy Dick 316-677-1972	
Career and Technical Education (Carl Perkins)	Cowley Community College	Chris Cannon 620-229-5985	
Vocational Rehabilitation	Kansas Department of Children and Families	Dan Decker 785-368-7143	
Community Services Block Grant- Workforce Services	City of Wichita- Housing and Community Services	Sally Stang 316-462-3795	

## One Stop Center Operations

### Mission

“Growing the regional economy through a skilled workforce”

### Vision

“Supporting and advancing a competitive workforce in South Central Kansas”

The Workforce Alliance of South Central Kansas and the One Stop Centers partners developed this Memorandum of Understanding to ensure that the following principles of the Workforce Innovation and Opportunity Act of 2014 are implemented:

1. Universal Eligibility: All customers, including those with barriers to employment, will have access to job seeker services at each One Stop Center, designed to provide information to make career and labor market decisions. Career services, training and support services will be made accessible on-site.
2. One Stop System Approach: All customers may explore work preparation and career development services and have access to information on a range of employment, training and adult and occupational education programs. Services will be made available through the One Stop Centers or WIOA Partner Programs.
3. Individual Choice: Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs, building on the advice and counseling provided by workforce centers staff.
4. Regional Development: To develop a workforce development system that upgrades the regional area workplace skills and enhances the economic development of the area. Services such as tax credits and labor market information will be made accessible on-site.
5. Cost-Effectiveness: All customers will have access to a system that minimizes costs, enhances the participation of employers and job seekers served through the system and does not duplicate services.

**SECURITY AND SAFETY:** The One Stop Centers is a place that individuals may present a risk, but individuals can come to receive services, and equally promotes initiatives in the community to support appropriate employment to individuals with multiple barriers to employment. The LWDB asks that all One Stop System Partners follow the following safety standards:

- Utilize work areas or offices that allow for easily exits or insure the presence of another staff/team member when meeting with a customer where there a potential risk.
- Restrict access to items that may be used as a weapon.
- If available inform the security guard when meeting with a customer that presents a risk. If security is not available coordinate services with a supervisor/manager.
- Call the security guard should you feel uncomfortable or see a fellow staff member in an escalating situation. The security guard can be reach by dialing \*01 on all desk phones or by cell phone at 316-239-4802.
- Ensure the security of One Stop Center proxy cards and inform helpdesk@workforce-ks.com should your proxy card be missing.

In order to provide a productive and safe environment for all One Stop System Partners the LWDB requires all One Stop System Partners to disclose to Chief Operating Officer if an employee working out of or is collocated at one of the Workforce Centers in Local Area IV has a felony. All partners are required to perform adequate background checks on staff and volunteers. Please note the following provisions:

- Individuals with crimes against a person will not be permitted to collocate or work out of LAIV Workforce Centers.
- In order to provide the most successful environment for employees a safety plan will be in place for other felonies in order to mitigate any potential threat. Example: individuals with financial crimes will not work with money.
- The LWDB will support the One Stop Partner Agency in screening, assessing, and conducting background checks at the agencies request. A background check must be provided to the LWDB Administrative Agency, the Workforce Alliance, prior to the start date of the employee.

The Workforce Alliance works with employers and partners throughout Local Area IV to align services, leverage resources, and promote a seamless and integrated service delivery model in the region. This ensures both employers and job seekers are served at a high level creating the greatest community impact.

## Roles and Responsibilities of the Partners

Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols,

- Agree the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance or records, and other confidential information relating to customers, and
- Agree all equipment and furniture purchased by any party for the purpose described herein shall remain the property of the purchaser.

## CEOB

The CEOB will at a minimum:

- In partnership with the LWDB and other partners within the planning region, develop and submit a single regional plan which includes a description of the activities shall be undertake by all LWDB and their partners, and incorporate plans for each of the Local Areas in the planning region.
- Approve the Integrated Service Delivery Plan, LWDB Budget and MOU.
- In partnership with the LWDB approve the selection of the One Stop Operator.
- Oversee the operations and outcomes of the AJC's.
- Enter into an agreement with the LWDB for WIOA Operations.

## LWDB

The LWDB will at a minimum:

- In Partnership with the CEOB and other partners develop and submit a Regional Plan which includes a description of the activities that shall be undertaken by the LWDB and its Partners, and aligns with its strategic plan.
- In Partnership with the CEOB and other partners develop and submit a single regional plan including a description of the activities shall be undertaken by all LWDB's and their partners, and incorporate plans for each of the Local Area's in the planning region.
- In cooperation with the CEOB design and approve the integrated service delivery structure in the local area and select a One Stop Operator through a competitive process.
- Ensures the workforce related needs of employers, job seekers, and workers in the local area are being meet to the ability possible given resources available.
- Approve budgets
- Leverage existing funding and solicit new funding to expand workforce services.
- Review performance of the local area.
- Negotiate the MOU's with partners with the support and assistance of the One Stop Operator.

- Secure additional funding to expand workforce development services.
- Review performance of the workforce system and the One Stop Operator.
- Completed the Local and Regional WIOA plans.
- Conduct reviews and resolve customer grievances.

## One Stop Operator

The One Stop Operator will at a minimum:

- Coordinate services and outreach in conjunction with system partners.
- Communicate the strategic goals, mission, and vision of the LWDB to partners and the community.
- Promote effective communication among partners, staff, providers and other community partners and stakeholders.
- Complete One Stop Certification(s)
- Facilitate One Stop Advisory Committee meetings.
- Provide system outcome and performance reports to partners, staff, CEOB, and the LWBD and its committees.
- Enforce LWDB Policies.
- Review the One Stop Delivery System for areas of improvement.
- Ensure access to workforce data, information, performance, and local labor market data.

The One Stop Operator will not:

- Assist in the development, preparation and submission of the Local/Regional Plans.
- Participate in any way in the selection process of the One Stop Operator.
- Participate in the selection of program providers.
- Negotiate local performance.
- Develop or participate in the budget activities of the LWDB.

## Partners

Partners commit to cross-training staff, as appropriate, and providing other professional learning opportunities which promote continuous quality improvement. Partners will promote system integration to the maximum extent possible through:

- Effective communication, information sharing and collaboration with the One Stop Operator.

- Be an active participant in joint planning, policy development and system design process.
- Commitment to the joint mission, vision, goals, strategies, and performance measures.
- The use of common and/or linked data management systems and data sharing methods, as appropriate when possible.
- Leveraging of resources, including other public agency and non-profit organization services.
- Participate in a continuous improvement process designed to increase outcomes and increase customer satisfaction.
- Participate in the One Stop Advisory Committee and other committees and taskforces as appropriate.
- Provide outreach activities targeting populations most in need in coordination with one another, actively referring customers to the most appropriate partner.
- Provide reports on service delivery and performance as requested.
- Co-Located Partners will:
  - a. Adhere to the provisions in the Centers Handbook approved by the Partners
  - b. Present a professional appearance
  - c. Maintaining good work habits, e.g., practicing common courtesy, maintaining a neat workspace, being punctual, appreciating diversity, exceeding customer expectations
  - d. Compliance with established professional and ethical standards
  - e. Maintaining adequate levels of staffing during all hours of operation, including non-traditional hours
  - f. Shared responsibility for compliance with established security and emergency guidelines.
  
- Commit to service delivery as described in Attachment A.

## Referrals

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- Review the Partner Referral Guidelines Policy XX-XXX for regular updates. Provide those updates to the One Stop Operator.
- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered by each of the partners programs.
- Share information on program requirements and summary information on the services provided.



- Provide referrals to customers that are believed to be eligible and would benefit from other partner services.
- Commit to follow up on referrals received with 48 business hours.
- Regularly evaluate ways to improve the referral process.
- Commit to ongoing communication required for an effective referral process.

## One Stop Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the LAIV One Stop service delivery. The Parties to this MOU agree joint funding is necessary foundation for an integrated service delivery system. The goals of the operating budget is to develop a funding mechanism which establishes and maintains the local workforce delivery system at a level meeting the needs of the job seekers and employers and reduces duplication and maximizes the sharing of services, resources, and technologies among Partners.

The Partners consider this One Stop Operating budget (attachment B) necessary to maintain the local Workforce Centers. The One Stop Operating Budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek established outcomes which are reasonable and fair.

## Partners Shared Costs and Infrastructure Funding Agreement

All partners will review the budget and allocations at least annually. Partners will be given the opportunity to review costs and participate in budget development. Partners will be given a budget update regularly through the One Stop Advisory Committee showing the budget and expenditures and collected revenues. The budget will be reconciled at least annually at the end of the program year. Additional costs will be allocated to partners at the end of that reconciliation based on the same allocation formula. Savings will be refunded or credited to the partners future costs, at the partners discretion.

All Partners to this MOU and Infrastructure Funding Agreement (IFA) recognize infrastructure costs are applicable to all WIOA Partners, whether they are physically located in the One Stop Center or not as required by the WIOA. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner's programs laws and regulations and uniform guidance.

### **1. Infrastructure**

Co-located and non-co-located one-stop partners are required to share in the one stop infrastructure costs.

## A. Rent

Co-located partners will pay rent for their dedicated space plus a proportional share of any common space including conference rooms, bathrooms, break areas, hallways, and conference rooms based on their dedicated space percentage. All required one stop partners will pay the cost of the resource room and workshop room(s) based on the number of participants enrolled in their program during the previous program year.

### Example

	Annual Rent	Allocated Dedicated Space	Shared Conf Room	Total Co-Located	Resource Room
One Stop	\$ 42,000	3000	200	3200	1000
	% Allocation	71%	5%	76%	24%
	Rent Allocation	\$ 30,000	\$ 2,000	\$ 32,000	\$ 10,000
Co-Located Partners	Dedicated Office Space	% of Dedicated Space	Allocated Conf Space (based o Dedicated Space Allocation	Total Dedicated Space	Cost
Partner A	1,000 sq ft	33%	67	1067	\$ 10,667
Partner B	2,000 sq ft	67%	133	2133	\$ 21,333
	3000	100%	200	3200	\$ 32,000
All Partners- Resource Room					
	Resource Room Sq Ft	1000 sq	24% of Total Rent	\$ 10,000.00	
	# of Participants				
	Partner A	50	20%	\$ 2,000.00	
	Partner B	100	40%	\$ 4,000.00	
	Partner C	100	40%	\$ 4,000.00	
	Total Participants	250	100%	\$ 10,000.00	
Total Rent Costs		Co Location	All Partners	Total	
	Partner A	\$ 10,667	\$ 2,000.00	\$ 12,667	
	Partner B	\$ 21,333	\$ 4,000.00	\$ 25,333	
	Partner C	0	\$ 4,000.00	\$ 4,000	
				\$ 42,000	

## B. Security Contract

Total security costs will be divided amongst co-located and all required partners at the same percentage as the rent allocation between co-located and all required partners. Co-located partners will pay security costs based on their dedicated space percentage. All partners (non-co-located and co-located) will pay a portion of the security contract costs

allocated for the resource room and/or workshop room(s) based on the number of participants enrolled in their program during the previous program year.

### **C. Custodial Contracts**

Custodial costs will be divided amongst co-located and all required partners at the same percentage as the rent allocation between co-located and non-co-located partners. Co-located partners will pay custodial contractual costs based on their dedicated space percentage. All partners will pay a portion of the custodial contract costs allocated for the resource room and workshop space based on the number of participants enrolled in their program during the previous program year.

### **D. Utilities/Copiers/Supplies**

If utilities costs consisting of electric, gas, trash, phone, internet, water/sewer, or any other necessary utility (not included in a lease), copier lease and paper supplies for the public. These costs will be allocated amongst co-located and all required partners at the same percentage as the rent allocation between co-located and non-co-located partners.

Co-located partners will pay utilities costs based on their dedicated space percentage. All partners will pay a portion of the utilities costs allocated for the resource room and workshop space based on the number of participants enrolled in their program during the previous program year.

### **E. Technology- For Public Use**

Technology (Hardware and Software) costs for public use, will be allocated amongst all required partners based on the number of participants enrolled in their program during the previous program year.

### **F. Technology- Co-Located Partners**

Technology (Hardware and Software) costs for staff located at the One Stop, will be allocated amongst all co-located partners based their dedicated space usage percentage. Costs may include computer network server operational costs including upgrades and maintenance, phone system and security services.

### **G. One Stop Operator**

WIOA requires a procured One Stop Operator for the local area. If the LWDB decides those costs should be allocated to partners, those costs will be allocated based on the number of participants enrolled in their program during the previous program year.

## **2. Center Operations- Other Shared Costs**

### **A. Operations**

Operations costs will be allocated to the partners based on the partner's co-located percentage of dedicated space. Allocations may include personnel costs associated with staff time dedicated to center operations. Operational costs include personnel that provide information technology and facility set up.

### **3. Available In-Kind Services**

The centers infrastructure budget will incorporate different in-kind services the WIOA Partners can contribute to the one stop infrastructure costs. It will be up to the partner to offer those services during the program year and report those to the One Stop Operator.

## **Confidentiality**

All partners agree that information issued, received by or exchanged between partners pursuant to their involvement with the One Stop Center will be used only for the purposes set out in this MOU and will not be released except in accordance with applicable federal, state and local laws, rules, regulations and policies.

## **Non-Discrimination and Equal Opportunity**

All partners to this MOU are equal opportunity employers and operate equal opportunity programs. All understand they must comply with 29 C.F.R. 37.30 which states it is against the law for a partner to discriminate on the following basis: against any individual in the United States on the basis of gender, gender identity, race, color, religion, sex, national origin, age, disability, veterans status, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her for participation in any WIOA Title I-financially assisted program or activity.

Additionally, staff and partners will be provided training to provide services to all, regardless to the range of abilities, mobility, age, language, learning style, or comprehension or education level.

The One Stops will make adaptive technology equipment available and interpretation services to any customer.

## Accessibility

Accessibility to the services provided by the Workforce Centers and all Partner Agencies is essential to meeting the requirements and goals of the Workforce Development Network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as through virtual services, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

One Stops will have available assistive technology and equipment available to all customers. System design will strive to exceed ADA standards. Staff and partners will be trained on assistive technology and how to best assist those with disabilities.

Interpretation services will be available through contract with Language Line for language interpretation and through video for sign language. Signage will be provided for customers and staff on the availability of the service and how to access.

One Stops will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design.

## Dispute Resolution

All Parties will participate in local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development, negotiation and implementation of an MOU not easily coming to a point of resolution. All disputes reaching this level will refer to Kansas Department of Commerce Policy 05-25-00.

## Monitoring

LAIV LWDB, or its designated staff, CEOB, officials from the state and local administrative entities, the US Department of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring.

## Modification Process

Except for amendments necessary for compliance with applicable federal, state and local laws, rules, regulations and policies and amendments as set forth in paragraph below, non-partner specific amendment or modification of the information contained in this MOU may only be

accomplished by written consent of all of the Partners. Any request to amend a provision should be made in writing (email is sufficient) to the WA and must be agreed to in writing by all partners. The WA will notify the other partners of the details of any requested modification. b) This MOU may also be modified from time to time without the prior consent of existing One Stop Center partners to add new partners. These new members may sign the MOU in its existing form as of the time that they are being added. All partners to the MOU will be notified in writing of additional parties joining in the MOU. Any adjustment of cost sharing items will be reviewed and adjusted by WA prior to adding additional partners.

It is understood by the parties that each should be able to fulfill its One Stop role in full accordance with all applicable federal, state and local laws, rules, regulations and policies which govern or affect their activities. If at any time any party is unable to perform its functions under this Agreement, the affected party should immediately provide written notice to all parties of their intent to discontinue their participation as a One Stop Provider at least 30 days in advance thereof. No consent from the other parties will be requested if discontinuation of participation is made pursuant to this provision. Any adjustment of cost sharing items will be reviewed and adjusted by WA upon such discontinuance.

## Termination

This MOU will remain in effect until the end date specified in the effective period unless all Partners mutually agree to terminate this MOU prior to the end date.

In the event it becomes necessary for one or more Partners to cease being a party to this MOU, said parties shall notify the other parties, in writing 30 days in advance of the intention.

# Signature Page

BY EXECUTING THIS MEMORANDUM OF UNDERSTANDING (MOU), as evidenced by the signatures set forth below, all parties represent that they have received a copy of this MOU, have reviewed the MOU, find it accurately reflects a general understanding of their role as a partner in the One Stop Centers, and agree to participate in and fully support all of the procedures, policies and processes set forth herein without reservation. The person(s) signing this MOU on behalf of each partner and/or its organization represent that they are duly authorized by the partner and/or its organization to execute this Memorandum of Understanding on its behalf.

FOR THE PARTNER: \_\_\_\_\_

BY: \_\_\_\_\_

(Title)

DATE:

\_\_\_\_\_  
(Signature of partner representative)

\_\_\_\_\_

FOR THE WA: Gabe Schlickau Chair, Local Workforce Development Board- LAIV

\_\_\_\_\_

(Signature of WA representative)

DATE: July 1, 2021

\_\_\_\_\_

FOR THE CEOB:

\_\_\_\_\_

\_\_\_\_\_

(Signature)

DATE: July 1, 2021

\_\_\_\_\_

# Attachment A: Partner Service Delivery Grid



# Attachment B: System Service Delivery Grid

## Attachment C: Budget

## Attachment D: Partner Referral Information

**WORKFORCE CENTERS  KANSASWORKS.COM****Partner Referral Form**

Referring Agency: \_\_\_\_\_ Referring Staff Name: \_\_\_\_\_

Referring Staff Phone: \_\_\_\_\_ Referring Staff Email: \_\_\_\_\_

Customer Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Last 4 of SSN: \_\_\_\_\_

Participant ID (Workforce Center use only): \_\_\_\_\_

Best time to contact (range of time and days): \_\_\_\_\_

Preferred method of contact: Phone- \_\_\_\_\_ Email- \_\_\_\_\_ Video call (service)- \_\_\_\_\_

The following information is necessary to refer the customer to the most appropriate program. Please complete it as thoroughly as possible. If referring to a specific program, note it in "Additional comments" section.

Customer is receiving:  SNAP  TANF Customer is a:  Veteran  Eligible Spouse  N/A Employed  Unemployed Has been laid off?  Yes  NoReceiving unemployment benefits:  Yes  No

Most recent place of employment: \_\_\_\_\_

Last date of employment: \_\_\_\_\_

Requesting training assistance:  Yes  No If yes, school preference: \_\_\_\_\_

In what training program? \_\_\_\_\_

If customer is 16-24, check all that apply:

 Homeless  Runaway  Dropout  Disabled  English Language Learner Pregnant or Parenting  Offender  Currently or previously a foster child

Additional comments: \_\_\_\_\_

**Receiving Partner Use Only**

<b>Date received:</b> _____	<b>Date assigned:</b> _____	<b>Staff Assigned:</b> _____
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**Partner Referral Guidelines****American Indian Council***(WIOA Section 166 Law)*

AIC is an American Indian not-for-profit, 501(c) (3) organization in the state of Missouri serving Missouri, Iowa, and Kansas. Our mission is to promote economic self-sufficiency, cultural awareness, and preservation among off-reservation American Indian and Alaska Natives who are facing significant barriers to employment. Individuals are provided job training and other services through our partnerships that result in increased employment and earnings, increased education and occupational skills, and decreased welfare dependency.

**Eligibility**

- Verification of Tribal Affiliation with a Federally Recognized Tribe
- Verification of Residence
- Verification of Birth Date
- Verification of Family Income and Number in Family Household
- Verification of Labor Force/Employment Status
- Verification of Selective Service Registration (males 18 and over)

**Average Wait Time for Eligibility**

- 24 to 48 hours after completion of application process
- Average payments for students and all supportive services are 3-5 days once application is received and approved by the Administrative Office in Kansas City, Missouri

**Programs**

- Academic Counseling
- Career Development
- GED Attainment
- Job Search Resources
- On-the-Job Training
- Referrals
- Tuition Assistance
- Work Experience

**Duration of Programs**

- 90 days up to 4 years

**Follow Up Services**

- Follow Up includes Supportive Services and Career Counseling up to one year after exit

**Contact for Staff and Clients**

- Nicole Castellanos
- Phone: 316-771-6776
- Email: ncastellanos@indiancouncil.net

**Office Hours and Location**

2021 N Amidon, Suite 1100

Wichita, KS 67203

Monday through Thursday 8:00 am to 4:30 pm

**Partner Referral Guidelines****Butler Community College – Adult Education****Eligibility Requirements**

- 16 years of age and older, AND
- Is currently not enrolled in school, AND
- Any one of the following apply:
  - Does not have a secondary credential (high school or GED diploma), OR
    - Will work on obtaining a Kansas State High School Diploma by passing the GED tests
  - Has a high school diploma or a GED; however,
    - Does not have basic reading, writing, or math skills
    - Does not have proficiency in the English language necessary to function in the multiple adult roles of citizen, employee, and family member
    - TABE testing is required, contact Butler ABE for details

**Average Wait Time for Eligibility**

- Immediate or same day referrals are accepted to answer questions related to the program and to set an appointment for an intake meeting

**Programs**

- College and Career Prep Class
- Soft Skills Training
- Study Skills Class
- College Placement Exam Prep

**Duration of Programs**

- College and Career Prep (8 Week Sessions)
- Workshops – Varies from half a day to 25 hours

**Skills Assessment Test Used**

- TABE Survey Test

**Follow Up Services**

- College and Career Coaching 3 to 6 months

**Main Contact for Staff**

- Director: Sherry Watkins
- Phone: 316-323-6074
- Email: [swatkins8@butlercc.edu](mailto:swatkins8@butlercc.edu)

**Main Contact for Clients**

- Office Manager: Pat Cummings
- Phone: 316-323-6074
- Email: [pcumming@butlercc.edu](mailto:pcumming@butlercc.edu)

Website: <https://www.butlercc.edu/adult-education>

**Office Location and Hours**

901 S Haverhill Road  
El Dorado, KS 67042

Monday through Friday 8:00 am to 5:00 pm

Additional Adult Education outreach locations in Andover, Butler Service Center outside of McConnell Air Force Base, and the Wichita Workforce Center

**Partner Referral Guidelines****Cerebral Palsy Research Foundation (CPRF)**

CPRF is a 501(c)3 nonprofit organization with a mission to provide people with disabilities customized services, supports and technologies, with an emphasis on employment and training options, to facilitate their chosen economic and personal independence.

**Eligibility**

- Must have vocational barriers that impede employment
- Must have a disability or medical condition that is an obstacle to employment for most programs (call Program Contact for specific program eligibility)
- Must be highly motivated and have a desire to work
- Be medically and emotionally stable
- Be able to tolerate an 8-hour day
- Be able to use a computer keyboard or alternate input device
- High School Diploma or GED preferred
- Prefer at least a 9th grade level of reading and math skills for computer classes

**Average Wait Time for Eligibility**

- Wait time to enter individual programs varies by program.

**Vocational Assessments**

- Identify vocational strengths and employment barriers by recommending options and supports required for people with disabilities and those with vocational barriers to increase self-sufficiency.
- Identify job aptitudes, interests and personality traits.
- Tests available include (but not limited to) Career Ability Placement Survey (CAPS), Interest Inventory (COPS), Career Orientation Placement & Evaluation Survey (Values) (COPES), Profile Step One Survey (Integrity), Hogan Personality Profile, Test of Adult Basic Education (TABE), and Computer Operator Aptitude Battery (COAB).
- In addition to test results, work history, accommodations needed on the job or in training, medical history, family issues, supports needed, as well as testing results are included in the assessment.
- Duration of assessment is usually around 4 hours.
- The referral source is notified of attendance the day of the testing.
- Reports are generated within two weeks.
- **Contact:** Sydney Fisher - [SydneyF@cprf.org](mailto:SydneyF@cprf.org) – 316.688.1888 or 800.550.5804

**School of Adaptive Computer Training (SACT)**

- Devoted to improving marketable computer skills for people with disabilities and others affected by the digital divide.
- Classrooms provide completely adaptive classrooms which use state-of-the-art, adjustable workstations and assistive software and devices.
- The SACT's Business Advisory Council, comprised of area business leaders, meets a number of quality control duties. Some of those duties include ensuring the courses meet or exceed the requirement of hiring authorities, evaluating student preparedness, providing classroom presentations and assisting with placement activities.
- Classes led by Microsoft Office Specialist (MOS) Master Instructors.
- Programs available for adults and youth to enhance job skills of students preparing them to effectively compete for careers in the modern day job market. Topics include computer basics, Microsoft Windows Operating System, Internet, e-mail, Customer Service, and Microsoft Office including Word and Excel.
- On-site testing facility provides opportunities for students to achieve Microsoft Office Specialist (MOS) certifications in Microsoft Office applications including Word and Excel.

## Partner Referral Guidelines

- Business Fundamentals Training Program for Youth is a semester long class for high school students with disabilities. Students who complete this program gain valuable computer experience with an opportunity to certify in Microsoft Word and Excel. In addition, they learn about personal finance and improve keyboarding skills. Graduates earn two high school credits.
- Duration of program varies by class.
- **Contact:** Bob Shurden – [BShurden@cprf.org](mailto:BShurden@cprf.org) – 316.688.1888 or 800.550.5804

### Job Placement

- Assistance in identifying vocational goals.
- Provide job search, soft skills and job readiness training to prepare individuals with disabilities to seek and obtain employment.
- Includes resume and cover letter writing, collection of personal work history, job search goals, develop interview skills, build personal networking techniques and write effective thank you letters.
- Develops basic computers skills to conduct internet job searches, submit applications on-line, and how to attach documents to an e-mail.
- Average process time for eligibility is one (1) week.
- Duration of program varies, based on type of service requested and each individual's unique situations and efforts.
- Follow up guidance may be provided for up to 12 months after placement, depending on program.
- **Contact:** Linda Oxford - [LindaO@cprf.org](mailto:LindaO@cprf.org) – 316.688.1888 or 800.550.5804

### Address and Hours of Operation

5111 E. 21<sup>st</sup> St. N  
Wichita, KS 67208  
Monday through Friday 8:00 am to 5:00 pm  
Closed Most Legal Holidays  
[www.cprf.org](http://www.cprf.org)



## Partner Referral Guidelines

### Department for Children and Families

#### Services:

- I. Health Coverage: Several health benefit programs are provided to low-income Kansans to help cover some health care expenses. Health coverage is available to children, pregnant women, the elderly, and the disabled.
- II. Food Assistance: Department for Children and Families offers food assistance to low-income individuals and families. A vision card acts like a debit card, and is used to buy food at local grocery stores.
- III. Cash Assistance: Temporary Assistance for Families  
Department for Children and Families offers temporary cash assistance to low-income families with a child under 18; Some adults will be required to participate in a work program connected to this family cash program. Additional support to assist in participating in the work program is available. A number of work program services are contracted through community partners.  
General Assistance  
Single adults who are disabled but not yet receiving Social Security payments may qualify for a medical benefit.
- IV. Child Care: Subsidy program to assist low-income families with the cost of childcare for children age 12 and younger.
- V. Energy Assistance Assistance with home energy costs related to heating the home in the winter months.

#### Requirements:

Applicants must be low-income (ranging from 0 to 200% of the Federal Poverty Level, depending on the program).

An application is required to be completed for eligibility determination. A paper application can be obtained at, at the DCF Office or on-line at: <https://cssp.kees.ks.gov/apspspp/sppNonMed.portal>

Department for Children and Families is located at 2601 S Oliver St, Wichita, KS 67210. No appointment necessary during regular office hours of Monday – Friday, 8:00 a.m. to noon and 1:30 to 5:00 p.m. For more information, please contact 316-337-7000.

Website: <http://www.dcf.ks.gov/Pages/Default.aspx> /

## Partner Referral Guidelines

### Department for Children and Families

Vocational Rehabilitation (VR) will work with people who experience all different kinds of physical or mental disabilities.

### Eligibility Requirements

- A determination by qualified personnel that the applicant has a physical or mental impairment
- A determination by qualified personnel that the applicant's physical or mental impairment constitutes or results in a substantial impediment to employment for the applicant
- A determination by a qualified VR counselor that the applicant requires VR services to prepare for, secure, retain or regain employment consistent with the applicant's unique strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.

### Average Wait Time for Eligibility

- 60 days of the date of application

### Programs Provided

- Restoration
- Job Placement
- Training
- Supported Employment
- Counseling and Guidance

### Duration of Programs

- 18 months to 2 years

### Skill Assessment Test Used

- Varies

### Follow-Up Services Provided

- Follow-Up for 90 days of employment once they are stable

### Main Contact for Staff and Customers

- Customers must schedule an appointment at (316) 337-6296
- Applications available online: [http://www.dcf.ks.gov/services/RS/Documents/Part-3\\_Application.pdf](http://www.dcf.ks.gov/services/RS/Documents/Part-3_Application.pdf)

### Address and Hours of Operation

2601 S. Oliver

Wichita, KS 67210

Monday through Thursday 8:00 am to 5:00 pm

Walk-ins welcome (unless with another client). If the VR counselor is busy or out of the office, referrals can be made by faxing the referral form to VR Services at 316-337-6710 and one of the staff will assign the consumer to the next available counselor. Any applicant who has been determined eligible for Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI) is presumed eligible for VR Services.

Website: <http://www.dcf.ks.gov/services/RS/Pages/Employment-Services.aspx>

### Dress for Success Wichita

Dress for Success Wichita offers long-lasting solutions that enable women to break the cycle of poverty. Each client receives professional attire to secure employment. Dress for Success Wichita also has programs to furnish confidence, direction, and success.

### Eligibility Requirements

- Customer must be work ready

### Average Wait Time for Eligibility

- About one week

### Programs Provided

- Professional attire
- Career Center
- Monthly soft skills training
- Monthly professional development

### Follow-Up Services Provided

- After women have gone through a Program, they are invited to attend monthly professional development meetings.

### Main Contact for Staff and Customers

- Main Office: 316-945-8779

### Office Location and Hours

1422 N. High Street  
Wichita, KS 67203

Monday through Thursday 8:30 am to 5:00 pm

## Partner Referral Guidelines

### Episcopal Social Services

The Episcopal Social Services Employment Resources Center is open to individuals looking for employment. We offer computers for resume and cover letter preparation, Internet access to job posting sites, fax machines, and telephones. Employment classes are in partnership with DCF. Staff teaches employment classes to DCF recipients about how to find employment, interpersonal and written communication skills.

### Eligibility Requirements

- Must already be established with the Referring Agency

### Average Wait for Eligibility

- Minimal to None

### Programs Provided

- Aggression Replacement Training (Youth)
- Teen Intervention Program Sedgwick Co
- Teen Intervention Program Butler Co
- Breakthrough Club
- Job Readiness
- Case Management
- Food Ministry
- Representative Payee Program
- Health Plus Health

### Duration of Programs

- Varies

### Follow-Up Services

- Job Retention

### Contact for Staff and Customers

- Leonor Loughridge – (316) 269-4160 ext 116

Please call in advance to refer a Workforce Center customer

### Office Location and Hours

1010 N Main  
Wichita, KS 67203  
Monday through Friday 8:30 am to 4:30 pm

Website: <http://www.esswichita.org/>

## Partner Referral Guidelines

### Flint Hills Job Corps

Flint Hills Job Corps is an education and career skills training program that helps young, economically challenged men and women prepare for a career and take control of their lives. At Job Corps, you can learn career skills, earn your high school diploma or GED, and get help finding a job.

### Eligibility Requirements

- Age 16 to 24
- Limited Financial Resources (Poverty Income Level OR Proof of Public Assistance)

### Average Wait Time for Eligibility

- Determination made at Interview

### Programs Provided

- GED Preparation or High School Diploma
- Career Technical Training
- Career Development
- Career Transition Services
- Residential Living
- Recreational Activities
- Single Parent Dormitory for Single Parents and their Depended Children

### Duration of Programs

- 1 to 2 years

### Skill Assessment Test Used

- TABE

### Follow-Up Services Provided

- Up to 1 year of Follow up Services with Employment Needs

### Main Contact for Staff & Customer

- Debora Weve, [weve.debora@jobcorps.org](mailto:weve.debora@jobcorps.org) (316-771-6779)

### Office Hours and Location

2021 N Amidon, Suite 1100

Wichita, KS 67203

Monday through Thursday 8:00 am to 5:00 pm

Friday 9:00 am to 12:00 pm

Orientations are held every Monday at 12:00 p.m. at Wichita Workforce Center; no appointment necessary to attend an orientation. Additionally, Job Corps has a Placement Specialist, Deb Weave located at the Wichita Workforce Center to assist graduates of Job Corps in finding employment after program completion.

Website: <http://flinthills.jobcorps.gov/careerdevelopment.html>

### Jobs for Veterans State Grant (JVSG) – Kansas Department of Commerce

The local Disabled Veteran Outreach Program Representative (DVOP) and Local Veterans Employment Representative (LVER) offer employment and training services to eligible veterans with significant barriers to employment.

#### Eligibility:

- An individual who is a veteran or an eligible spouse of an eligible veteran
- A veteran is defined as a person who served more than 180 days of active military, naval, or air service, and who was discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2)

Active service includes full-time Federal service in the National Guard or a Reserve component. Active service does not include full-time duty performed strictly for training purposes (i.e., that which is referred to as “weekend” or “annual” training), nor does it include full-time active duty performed by National Guard personnel who are mobilized by State rather than Federal authorities

#### Eligible spouse is the spouse of any of the following:

1. Any eligible veteran who died of a service connected disability
2. Any member of the Armed Forces serving on active duty who, at the time of application, is listed in one or more of the following categories and has been so listed for a total of more than 90 days
  - Missing in action
  - Captured in the line of duty by a hostile force
  - Forcibly detained or interned in the line of duty by a foreign government or power
3. Any eligible veteran who has a total disability resulting from a service-connected disability, as evaluated by the Department of Veteran’s Affairs
4. Any eligible veteran who died while a disability was in existence

A spouse whose eligibility is derived from a living veteran or service member would lose his or her eligibility if the veteran or service member were to lose the status that is the basis for the eligibility. Similarly, for a spouse whose eligibility is derived from a living veteran or service member, that eligibility would be lost upon divorce from the veteran or service member.

#### Significant Barriers to Employment:

1. A special disabled or disabled veteran, as those terms are defined in 38 U.S.C § 4211(1) and (3);
2. Homeless
3. Recently-separated service member, who at any point in the previous 12 months has been unemployed for 27 or more consecutive weeks;
4. An offender released from incarceration within the last 12 months;
5. No high school diploma or equivalent certificate; or
6. Low-income
7. Age 18-24
8. Wounded Warrior family caregiver

#### Services:

- Job search assistance
- Career guidance
- Resume and cover letter review and preparation
- Interview preparation
- Labor market research
- Referral to employment
- Referral to VA for benefits and assistance
- Referral to other services

Veterans meeting the eligibility criteria should be referred for JVSG services. All referrals for Veterans’ services should be directed to the JVSG Program Supervisor. Additionally, appointments can be made to meet with Veterans in any of the six counties in Local Area IV.

The Veterans Program is located at the Wichita Workforce Center at 2021 N. Amidon, Suite 1100, Wichita, KS 67203. For more information, please contact Larry Lee 316-771-6806 or at [larry.lee@ks.gov](mailto:larry.lee@ks.gov) .

**Partner Referral Guidelines****Kansas Department of Labor – Unemployment Insurance**

Information on how to apply for Unemployment Insurance and the necessary resources to file a claim (telephones, computers, and fax machines) are available through the Workforce Centers.

All claims/inquiries are handled by the Kansas Department of Labor through a call center in Topeka, KS. The Kansas Department of Labor is open Monday through Friday from 8:00 am until 4:15 pm. Duration of program varies.

**Program**

- Unemployment Benefits for Eligible Recipients while they are Temporarily without a Job

**What you Need on Hand when Contacting Kansas Department of Labor**

- Name
- Social Security Number
- Date of Birth
- Home Mailing Address
- Phone Number
- Email Address
- County in which you live
- Driver's License or ID card
- Company Name of most recent Employer
- Mailing Address of Employer
- Start Date and End Date
- Reason for Separation
- DD-214 (if applicable)
- Form SF-50, SF-8, or W-2 (if applicable)
- Alien Registration or Work Visa Number (if applicable)

Website: [www.getkansasbenefits.gov](http://www.getkansasbenefits.gov)

**Telephone Number for Filing an Initial Claim**

316-383-9947 (from the Wichita area)  
800-292-6333(outside the Wichita area; toll free)

**Telephone Number for Filing a Weekly Claim:**

316-269-0633 (from the Wichita area)

**Partner Referral Guidelines****NexStep Alliance (Goodwill Industries and Wichita Area Technical College)**

NexStep Alliance offers adult basic education, GED preparation, and ESL classes.

**Eligibility Requirements**

- 16 years of age and older, AND
- Is currently not enrolled in school, AND
- Any one of the following apply:
  - Does not have a secondary credential (high school or GED diploma), OR
  - Will work on obtaining a Kansas State High School Diploma by passing the GED tests
  - Has a high school diploma or a GED; however,
  - Does not have basic reading, writing, or math skills
  - Does not have proficiency in the English language necessary to function in the multiple adult roles of citizen, employee, and family member
  - TABE tested is required, contact NexStep for details

**Average Wait Time for Eligibility**

- 3 to 5 Days

**Skill Assessment Tests**

- Testing Adult Basic Education (TABE) by McGraw Hill/CTB

**Programs**

- Adult Education
- GED Preparation
- English Language/Civics Classes

**Duration of Program**

- GED Classes Offered Every 6 Weeks for one Program Year
- English Classes Offered Every 8 Weeks for one Program Year

**Follow-Up Services**

- Post-Secondary Education Enrollment
- Financial Aid Navigation Assistance
- Employment Assistance

**Main Contact for Customers and Staff**

- 316-677-1150

**Address and Hours of Operation**

3155 N Webb Road

Wichita, KS 67226

Monday through Thursday 8:00 am to 9:00 pm

Friday 8:00 a.m. to Noon

Website: <http://www.nexstepalliance.org>



## Partner Referral Guidelines

### Registered Apprenticeship (Kansas Dept. of Commerce)

Registered Apprenticeships (RA) are innovative job-driven, work-based learning and post-secondary earn-and-learn models that meet national standards for registration. RA improves the skills of the American workforce and enhances the efficiency and productivity of American industries.

RA is an ideal way for employers to build and maintain a skilled workforce. RA combines full-time employment, on-the-job learning (OJL) and related technical instruction (RTI). The OJL must be overseen by a mentor that is skilled in the occupation. The RTI may be provided through community or technical colleges, correspondence, online, distance learning, contract vendors or apprenticeship training centers to both educate and develop business and industries' workforce.

There are over 1000 apprenticeable occupations in which Registered Apprenticeship programs can be developed. If an employer has training needs in an apprenticeable occupation, refer the customer to a Kansas Apprenticeship Program Consultant.

RA programs **must have an employer—employee relationship** in order to exist. An employer must develop and register a set of Standards of Apprenticeship with the Kansas Department of Commerce - Kansas Apprenticeship Council in order to become a sponsor. As a RA Sponsor, the employer will be responsible for all elements of the program, including the selection and placement of apprentices in their program.

### **REFERRAL PROCESS:**

- All employers in need of training in an apprenticeable occupation should be referred to a Kansas Apprenticeship Consultant. Contact information is on our website.
- All job seekers should be referred to **KANSASWORKS.com** for open apprenticeship positions.

**NOTE:** In order to connect Kansas job seekers to a Registered Apprenticeship program, Apprenticeship Program staff has requested employer/sponsors post all job openings on **KANSASWORKS.com**. Job seekers can do a key word search on **KANSASWORKS** for ‘**Apprenticeship**’ and it will identify all posting that mention the key word **apprenticeship**. Kansas employer/sponsors with a Registered Apprenticeship Program will be identified with a **BOLD RED ‘RA’**. Job seekers should check those listings for openings in his/her area(s) of interest and qualifications and then follow the posted directions for application. The Sponsor will contact the Apprenticeship Consultant to register a new apprentice under their program.

If a workforce partner is doing a customer assisted job posting on **KANSASWORKS** for an apprenticeship sponsor, please contact an Apprenticeship Consultant for the program registration number. (The **BOLD RED ‘RA’** will not show up next to the posting without the registration number.)

**SPECIAL NOTE:** All employer referrals should be sent to MaryAnne Szczepanski ([mszczepanski@workforce-ks.com](mailto:mszczepanski@workforce-ks.com))

Registered Apprenticeship is located at the Wichita Workforce Center at 2021 N. Amidon, Suite 1100, Wichita, KS 67203.

**Partner Referral Guidelines****Senior Employment Services, Senior Services, Inc. of Wichita**

Senior Employment Services offers employment services for individuals age 55 and over including resume preparation, job readiness skills seminars, basic computer training, job club, and weekly job listings.

**Eligibility Requirements**

- Must be 55 Years of Age or Older

**Programs Provided**

- Orientation
- Job Club
- Weekly Job Lists
- Bi-Yearly Job Fairs

**Follow-Up Services Provided**

- Follow-Up for 90 days after employment

**Main Contact for Staff & Customers**

- Cherie Wenderott-Shields, [cheriew@seniorservicesofwichita.org](mailto:cheriew@seniorservicesofwichita.org) (316-267-1771)

**Office Hours and Location**

200 S. Walnut

Wichita, KS 67213

Monday through Friday 9:00 am to 3:00 pm

Additionally, applications are available for applicants to pick up at the Senior Employment desk at the Wichita Workforce Center at 2021 N. Amidon, Suite 1100, Wichita, KS 67203. Services are available at no cost to job seekers.

Website: <http://www.seniorservicesofwichita.org/>

**Partner Referral Guidelines****Senior Program – SCSEP**

The Senior Program, operated by the Workforce Alliance of South Central Kansas, provides temporary part-time subsidized community service assignments, eligibility, outreach, intake & orientation assessment, and job search and placement supportive services information.

**Average Wait Time for Eligibility**

- Once all required documents have been received in the SCSEP office, eligibility is usually determined in 2-5 business days.

**Eligibility Requirements**

- Must be 55 years of age or older
- Must be unemployed at the time of application
- Eligible to work in the United States
- Income cannot exceed 125% of the current federal HHS Poverty Guidelines

**Skill Assessments Used**

- Skills Self-Assessment

**Duration of Program**

- 48 months

**Programs**

- Placement at Host Agencies for job skills development training/experience
- Supportive Services

**Follow-Up Services**

- For participants that exit for unsubsidized employment, quarterly follow-ups occur for the first, second, and third quarters after exit.

**Main Contact for Staff and Customers**

Chip Reece (316) 771-6630

**Address and Hours of Operation**

2021 N Amidon, Suite 1100

Wichita, KS 67203

Monday through Thursday 7:00 am to 6:00 pm

Friday 9:00 am to 12:00 pm

Website: <http://www.workforce-ks.com>

**Partner Referral Guidelines****SER Corporation of Kansas – National Farmworker Jobs Program (NFJP)**

The goal of SER NFJP is to provide permanent year round employment to migrant and seasonal farm workers (MSFW) through support in occupational and basic skills training. Customers who have worked in various types of agricultural labor in the past two years may be eligible to receive assistance with training costs and supportive services.

**Average Wait Time for Eligibility**

Once all of the paperwork and necessary documents are completed, customer moves immediately into services

**Eligibility**

- Citizen or legally authorized to work in the United States
- Selective Service Registration
- 18 Years of Age or Older
- Meet HHS income level guidelines or 70% of the LLSIL
- Be an eligible MSFW who for 12 consecutive months out of 24 months prior to application has been primarily employed in agricultural or fish farming labor that is characterized by chronic unemployment or underemployment
- Received at least 50% of their earned income from agricultural work
- Worked at least 25 days in agriculture or earned at least \$800 in agricultural work or
- Be the spouse or dependent of the eligible farm worker and meet the first and second eligibility requirements above
- Faces at least two barriers to economic self-sufficiency
- Public Assistance Recipient
  - Disabled
  - Offender
  - Language Barrier
  - Homeless
  - Long-term agricultural employee
  - Underemployed
  - Laid-Off
  - Lacks significant work history
  - Basic skills deficient
  - Homeless/Runaway
  - Foster Care
  - High School drop-out
  - Single head of household w/dependents under 18
  - Pregnant and/or parenting

**Skill Assessments Used**

- TABE Skill Assessment

**Duration of Programs**

- Up to 2 years

## Partner Referral Guidelines

### Programs

- Occupational Skills Training
- On-the-Job Training
- Supportive Services
- Housing/Rental
- Out-of-Area Job Search Assistance
- GED/ESL/Alternative Diploma
- Career Services
- Short-Term Pre-vocational Skills
- Job Development
- Counseling
- Tutoring
- Job Coaching
- Case Management
- Follow-up

### Follow-Up Services

- Career Services
- Case Management
- Counseling
- Job Coaching
- Supportive Services

To apply, download an application at <http://www.secorp.com/> (available in English and Spanish) and mail your application to the office nearest you

Wichita Office  
1020 N. Main, Suite D  
Wichita, KS 67203  
(316) 264-5372

Client Service Agent Sarah Guardado  
Monday - Friday 8:00 am to 5:00 pm Walk-Ins

Goodland Office  
Northwest Kansas Technical College  
1209 Harrison  
Goodland, KS 67735  
(785) 890-3300

Client Service Agent Roberta Pianalto  
Monday 8:00 am to 5:00 pm Walk-Ins  
Tuesday – Thursday By Appointment Only  
Friday 8:00 am to 5:00 pm Walk-Ins

Dodge City Office  
Dodge City Community College  
Technical Education Center Rm. 125  
2501 N. 14<sup>th</sup> Ave  
Dodge City, KS 67801  
(620) 371-6056

Client Service Agent Mike Medina  
Monday 8:00 am to 5:00 pm Walk-Ins  
Tuesday – Thursday By Appointment Only  
Friday 8:00 am to 5:00 pm Walk-Ins

Hays Office  
1008 E 17<sup>th</sup> #7  
Hays, KS 67601  
(785) 623-4016

Client Service Agent Vicki Needham  
Monday 8:00 am to 5:00 pm Walk-Ins  
Tuesday – Thursday By Appointment Only  
Friday 8:00 am to 5:00 pm Walk-Ins

Pittsburg Office  
SER Corporation of Kansas  
105 W. Euclid  
Pittsburg, KS 66762  
(620) 682-0008

Client Service Agent Henry Coronado

**Partner Referral Guidelines****Trade Adjustment Assistance (TAA)**

Trade Adjustment Assistance (TAA) is a federally funded program that offers help to workers who lose their jobs or whose hours and wages are reduced as a result of several factors. Customers may be eligible for the TAA program if they are laid off from an employer with a certified TAA petition within the impact and expiration dates of the petition.

**Average Wait Time for Eligibility**

- 7 Days

**Eligibility Requirements**

- Must be laid off from a TAA Certified Employer

**Skill Assessment Tests Used**

- MyNextMove
- O\*Net Skills Profiler
- WorkKeys Assessment

**Programs Provided**

- Wage Subsidy for age 50 and older
- Training Assistance
- Re-Employment Services
- Job Search
- Relocation Assistance
- Income Support
- Transportation/Subsistence Support

**Follow-Up Services**

- Assistance with Job Search after Completion of Training

**Main Contact for Staff and Customers**

- Tonya Carlson (316) 771-6813

**Address and Hours of Operation**

2021 N Amidon, Suite 1100  
Wichita, KS 67203  
Monday through Thursday 7:00 am to 6:00 pm  
Friday 9:00 am to 12:00 pm

**Partner Referral Guidelines****Wagner-Peyser (Labor Exchange Services)**

Wagner-Peyser services are offered to provide and facilitate quality employment and related services responsive to the needs of Kansans. Assistance is available for job seekers in assessing current skills and identifying employment opportunities. When required, assistance may be accessible to enhance basic skills or enroll in training.

**Self-service resources are available onsite, including**

- Computers for online job searches, developing and posting resumes
- Copy machines for making copies of resumes
- Fax machines to send out resumes

**Staff-assisted services to job seekers include**

- Career planning
- Job counseling
- Interview training
- Job preparation and life skills coaching
- Comprehensive assessments
- Labor market information
- Referral to partner services

Wagner-Peyser services are located in the Career Centers of the Workforce Centers of South Central Kansas. Locations are listed below:

**Wichita Workforce Center**

2021 N. Amidon, Suite 1100  
Wichita, Kansas 67203  
316-771-6800 or 877-509-6757

Monday- Thursday 7:00 a.m. to 6:00 p.m.  
Friday 9:00 a.m. to 12:00 p.m.

**Cowley Workforce Center**

108 East 12<sup>th</sup> Avenue  
Winfield, Ks 67156  
620-221-7790

Monday and Wednesday  
8:00 a.m. to Noon and  
1:00 p.m. to 5:00 p.m.

**Butler Workforce Center**

524 N. Main  
El Dorado, Kansas 67042  
316-321-2350

Monday- Thursday  
8:00 a.m. to 1:00 p.m. and  
2:00 p.m. to 5:00 p.m.

For more information, please contact Erica Ramos at 316-771-6828 or [Erica.Ramos@ks.gov](mailto:Erica.Ramos@ks.gov)  
Website: [www.kansasworks.com](http://www.kansasworks.com)

**Partner Referral Guidelines****WIOA Adult and Dislocated Worker Programs**

The WIOA Adult and Dislocated Worker (DW) Programs, operated by the Workforce Alliance, offer free services to help individuals obtain or retain employment in occupations considered in-demand for South Central Kansas.

Interested individuals may access services by visiting the Workforce Center and providing documentation of the following:

- Date of Birth (documenting age of 18 or older)
- Authorization to Work in the United States
- Compliance with Selective Service (males 18 and older, born after January 1, 1960)
- Layoff from Employer (if applicable)

The WIOA Adult and DW Programs begin in the Career Centers of Workforce Centers of South Central Kansas. Locations are listed below:

**Wichita Workforce Center**

2021 N. Amidon, Suite 1100  
Wichita, Kansas 67203  
316-771-6800 or 877-509-6757

Monday- Thursday 7:00 a.m. to 6:00 p.m.  
Friday 9:00 a.m. to 12:00 p.m.

**Cowley Workforce Center**

108 East 12<sup>th</sup> Avenue  
Winfield, Ks 67156  
620-221-7790

Monday and Wednesday  
8:00 a.m. to Noon and  
1:00 p.m. to 5:00 p.m.

**Butler Workforce Center**

524 N. Main  
El Dorado, Kansas 67042  
316-321-2350

Monday- Thursday  
8:00 a.m. to 1:00 p.m. and  
2:00 p.m. to 5:00 p.m.

For more information regarding our Career Centers please contact Alexandra Carlson at 316-771-6614 or [acarlson@workforce-ks.com](mailto:acarlson@workforce-ks.com)

Website: <http://www.workforce-ks.com>



**Partner Referral Guidelines****WIOA Youth Program**

The WIOA Youth Program, operated by the Workforce Alliance, is a resource to assist young people, ages 14-24, overcome the obstacles that keep them from completing their education and getting a job.

**Eligibility**

Out of School Youth must meet all the below criteria:

- Between the ages of 16 and 24
- Not attending any school
- Compliant with Selective Service requirements
- Eligible to work in the United States
- One of the following options
  - School dropout
  - A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter
  - An individual who is subject to the juvenile or adult justice system
  - A homeless individual, homeless child, or youth
  - A runaway
  - In foster care or has aged out of the foster care system
  - A child eligible for assistance under Section 477 of the Social Security Act
  - An out of home placement
  - Pregnant
  - Parenting
  - Individual with a disability
  - Recipient of a secondary school diploma or its recognized equivalent and is low income and basic skills deficient or an English language learner
  - Low income individual who requires additional assistance to enter or complete an educational program or to secure and hold employment

**In School Youth must meet all the below criteria**

- Between the ages of 14 and 21
- Attending school
- Compliant with Selective Service requirements
- Eligible to work in the United States
- Low income
- One of the following options
  - Basic skills deficient
  - An English language learner
  - Offender
  - A homeless individual, homeless child or youth
  - A runaway
  - In foster care or has aged out of the foster care system
  - A child eligible for assistance under Section 477 of the Social Security Act
  - An out of home placement
  - Pregnant
  - Parenting
  - Individual with a disability
  - Individual who requires additional assistance to complete an educational program or to secure and hold employment
    - Eligibility under this option is limited to 5% of in school youth

**Partner Referral Guidelines**

**Main Contact for Staff and Customers**

Stacy Cotten, [scotten@workforce-ks.com](mailto:scotten@workforce-ks.com) (316) 771-6636

**Address and Hours of Operation**

2021 N Amidon, Suite 1100

Wichita, KS 67203

Monday through Thursday 7:00 am to 6:00 pm

Friday 9:00 am to 12:00 pm

Website: <http://www.workforce-ks.com>

## Kansas Local Workforce Service Delivery Area IV

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# MEMORANDUM OF UNDERSTANDING

## Between the Workforce Alliance of South Central Kansas and One Stop System Partners

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### I. PURPOSE OF MEMORANDUM OF UNDERSTANDING

- A. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to provide information about the relationship between the above mentioned parties regarding their respective roles, duties, obligations and responsibilities and expectations for implementation of the provisions of section 121(c) of Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014. This MOU is also intended to contribute to a cooperative and mutually beneficial relationship between the Workforce Alliance of South Central Kansas (WA), the WIOA Local Workforce Development Board, and the various partners to coordinate resources to prevent duplication and ensure the effective delivery of workforce services, and to establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of job matching, education, support services, job training and other workforce development services. Parties to this document propose to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services and agencies. This MOU also documents the importance of WIOA performance measures and continuous improvement initiatives.
- B. **PERIOD OF RELEVANCE:** This MOU is designed to serve as a record of the relationship of the signatories from July 1, 2018 until June 30, 2020 unless modified by the partners. The Period of Relevance for each partner will commence upon the date of that partner's signature.

### II. INTRODUCTION/BACKGROUND

- A. **BACKGROUND:** The Workforce Alliance of South Central Kansas and the One Stop Centers partners developed this Memorandum of Understanding to ensure that the following principles of the Workforce Innovation and Opportunity Act of 2014 are implemented:
1. **Universal Eligibility:** All customers, including those with barriers to employment, will have access to job seeker services at each One Stop Center,

designed to provide information to make career and labor market decisions. Career services, training and support services will be made accessible on-site.

2. One Stop System Approach: All customers may explore work preparation and career development services and have access to information on a range of employment, training and adult and occupational education programs. Services will be made available through the One Stop Centers or WIOA Partner Programs.

3. Individual Choice: Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs, building on the advice and counseling provided by workforce centers staff.

4. Regional Development: To develop a workforce development system that upgrades the regional area workplace skills and enhances the economic development of the area. Services such as tax credits and labor market information will be made accessible on-site.

5. Cost-Effectiveness: All customers will have access to a system that minimizes costs, enhances the participation of employers and job seekers served through the system and does not duplicate services.

#### B. WORKFORCE ALLIANCE MISSION AND VISION:

##### Mission

Supporting and advancing a competitive workforce in South Central Kansas.

##### Vision

Growing the regional economy through a skilled workforce.

The Workforce Alliance works with employers and partners throughout Local Area IV to align services, leverage resources, and promote a seamless and integrated service delivery model in the region. This ensures both employers and job seekers are served at a high level creating the greatest community impact.

### III. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

- A. PARTIES AND THEIR ROLES: WIOA clearly identifies the One Stop System as the service delivery system for programs funded under the Act and its partner programs.

The One Stop System Partners are a collaboration of co-located and non-co-located partners who are responsible for administering WIOA, educational and other human resource programs and funding streams. The following parties are involved in the administration of WIOA and the Local Area IV One Stop System:

1. *Chief Elected Officials Board (CEOB)* which oversees the local workforce development system and represents the local governing authorities.
2. *Workforce Alliance of South Central Kansas (WA)*, the local Workforce Development Board (*LWDB*) designated to work in partnership with the CEOB and to establish policies and oversee the workforce development system.
3. Designated by the LWDB and the CEOB and is responsible for the coordination of activities at the physical One Stop Centers.
4. *One Stop System partners*:
  - i. Programs authorized under title I of WIOA, serving:
    1. Adults;
    2. Dislocated workers;
    3. Youth;
    4. Job Corps;
    5. Native American programs;
    6. Migrant and seasonal farmworker programs; and
    7. Veterans' workforce programs  
(WIOA sec. 121 (b)(1)(B)(i));
  - ii. Programs authorized under the Wagner-Peyser Act\* (29 U.S.C. 49 et seq.); (WIOA sec. 121 (b)(1)(B)(ii));
  - iii. Adult education and literacy activities authorized under title II of WIOA\*; (WIOA sec. 121(b)(1)(B)(iii));
  - iv. Programs authorized under parts A and B of title I of the Rehabilitation Act of 1973\* (29 U.S.C. 720 et seq.); (WIOA sec. 121(b)(1)(B)(iv));
  - v. Senior community service employment activities authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.); (WIOA sec. 121(b)(1)(B)(v));
  - vi. Postsecondary vocational education activities under the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301 et seq.); (WIOA sec. 121(b)(1)(B)(vi));
  - vii. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); (WIOA sec. 121(b)(1)(B)(vii));
  - viii. Activities authorized under chapter 41 of title 38, U.S.C. (local veterans' employment representatives and disabled veterans outreach programs); (WIOA sec. 121(b)(1)(B)(viii));
  - ix. Employment and training activities carried out under the Community Service Block Grant (42 U.S.C. 9901 et seq.); (WIOA sec. 121(b)(1)(B)(ix));
  - x. Employment and training activities carried out by the Department of Housing and Urban Development; (WIOA sec. 121(b)(1)(B)(x)); and

- xi. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law); (WIOA sec. 121(b)(1)(B)(xi).)
- xii. Programs authorized under section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) (WIOA sec. 121(b)(1)(B)(xii).)
- xiii. TANF Programs authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), subject to subparagraph (C). (WIOA sec. 121(b)(1)(B)(xiii).)

*\*Designates WIOA Core Partners*

#### **IV. PARTNER RESPONSIBILITIES**

WIOA Section 121(b) lists the minimum responsibilities of all required partners under WIOA. They include:

1. Making Career Services available, consistent, and coordinated through the one stop delivery system
2. Methods of referral of individuals between the one-stop operator and the one-stop partners for appropriate services and activities
3. 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 one-stop delivery system; and
4. Describing how the costs of such services and the operating costs of such system will be funded
5. The duration of the MOU and the procedures for amending the MOU throughout its duration.

Section 121(b) also allows for additional responsibilities to be determined. The following additional responsibilities are therefore also included as responsibilities for all required partners under WIOA:

1. Standards of services and branding for co-located partners
2. Commitment to cross training partner staff
3. Communication
4. Service delivery to employers

#### Availability of Career Services

Basic Career Services will be made available to all persons in accordance with applicable federal, state and local laws, rules, regulations and policies. Further assessments may indicate the need for provision of one on one and/or Training services. These services, customized and based upon Local Area IV are outlined in the Partner Referral Guidelines, Attachment B hereto.

Each partner is responsible for their provision of services associated with the One Stop System and determining eligibility for their programs, with the exception of Title I-Adult/ Dislocated Worker programs and Title III Wagner Peyser programs who jointly determine participant eligibility under each Title and work together under the local Integration Plan.

Partners will strive to provide services seamlessly and will seek to prevent duplication whenever possible.

### Referrals to System Partners

Referrals will be made to partner programs as appropriate. The Partner Handbook (Attachment A) includes partner referral guidelines and a universal referral form for initiating partner contact and to serve as documentation of the referral. Partners are expected to respond to referrals in a timely manner based on agency work flow and resources.

Supporting documentation, assessments, and other relevant information will be sent with the referral once a release of information is signed by the customer being referred.

Serving Populations with Multiple Barriers to Employment Partners will ensure services are available to individuals with barriers to employment. WIOA identifies the following groups as populations with multiple barriers to employment:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166
- Individuals with disabilities, including youth who are individuals with disabilities
- Older individuals
- Ex-offenders
- Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC. 14043e-2(6), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC. 11434a(2))
- Youth who are in or have aged out of the foster care system
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farmworkers, as defined in section 167(i)
- Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 USC. 601 et seq.)
- Single parents (including single pregnant women)
- Long-term unemployed individuals

Partners will conduct outreach activities targeting these populations in coordination with one another, actively referring customers to the most appropriate partner for the provision of services based on individual need and service availability.

### RESOURCE/COST SHARING

The provision of direct services to individuals and businesses is a key component of One Stop Centers. Each partner serves a specific segment of the population and provides services that benefit those individuals. Each partner is responsible for the funding of their direct program services. All co-located partners will share an equitable and proportionate responsibility for operational expenses of the One Stop Centers. Attachment C hereto outlines the cost sharing agreement. Native American Programs are not required to share in the One Stop Infrastructure

costs, and the Native American Indian Program operating in KS LAIV has chosen not to participate in costs outside there dedicated space.

#### Continuous Improvement and Duration of MOU

All partners will participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration. To assure that services are responsive to the needs of the community, partners will survey customers to obtain feedback on customer satisfaction. All partners will participate in the ongoing development and improvement of One Stop System/Center procedures, policies and operational management through the activities of the One Stop Advisory Council. All partners will be part of a process that will continuously review the needs of the workforce and business community and refine the services of the One Stop Centers based upon those needs.

This MOU is designed to serve as a record of the relationship of the signatories from July 1, 2016 until June 30, 2020 unless modified by the partners. A review of the MOU will take place in 2018. The Period of Relevance for each partner will commence upon the date of that partner's signature.

#### Cross Training

In order to integrate services, reduce duplication, and improve overall service delivery, One Stop partners will encourage, accommodate staff and/or provide training and cross-training, as deemed appropriate, to ensure that all partners' staff are familiar with the programs represented within the One Stop System.

The WA will coordinate a training calendar and work with One Stop partners to schedule trainings. One Stop partners will be asked to provide such cross-training at least biannually to their staff.

#### Communication

One Stop Partners are invited to participate in the One Stop Advisory Council, a committee of the LWDB. Participating members will be required to keep contact information updated and serve as the liaison to the local staff of the One Stop Partner. This committee will be focused on the following:

- Service delivery system improvement and enhancement
- Training opportunities
- New developments with each partner
- Development of web based/technology driven resources

#### Services to Employers

One Stop Partners engage in two types of services to employers

1. **Outreach**- Educating and providing general information to employers about how Business Services can be their one-stop solution to employment related challenges
2. **Business Services** – Developing personalized strategies based on the Employer Needs Assessment that will innovatively address challenges in Recruitment, Hiring, Training, Business Closings or Layoffs



One Stop Partners will agree to use a common Employer Needs Assessment (Attachment D) and will make an automatic referral or inclusion to other One Stop Partners based on the employer's need. KANSASWORKS.com will be used for Business Outreach and Services activities including documentation of employer services, notices, job postings, and EEO reporting. A business services protocol will be established and training provided to all One Stop Partners participating in the provision of services to employers on the KANSASWORKS system.

#### STANDARD OF SERVICE FOR ONE STOP CAREER CENTERS

All partners are expected to adhere to established standards for providing services in the One Stop Center, including:

1. Compliance with all federal, state, and local laws, rules and regulations, including those established by the One Stop Centers so far as they are not in conflict with the specific application of any law, rule or regulation governing One Stop operation
2. Use of a "no wrong door approach" within the One Stop Center to create a customer friendly seamless service delivery system
3. All persons in the One Stop Centers are expected to practice a code of conduct which includes:
  - a. Presenting a professional appearance
  - b. Maintaining good work habits, e.g., practicing common courtesy, maintaining a neat workspace, being punctual, appreciating diversity, exceeding customer expectations
  - c. Compliance with established professional and ethical standards
  - d. Maintaining adequate levels of staffing during all hours of operation, including non-traditional hours
  - e. Shared responsibility for compliance with established security and emergency guidelines.

#### 5. VETERANS PREFERENCE

All federally funded employment and training programs administered by One Stop Center partners will include a veteran priority system designed to provide maximum employment and training opportunities to veterans and other eligible persons that is established in accordance with applicable federal, state and local laws, rules, regulations and policies.

#### 6. ONE STOP CENTER POLICIES AND PROCEDURES

The partners have agreed to maintain operational control and responsibility for staff assigned to the One Stop Centers, while assuring staff adhere to policies and procedures of the One Stop Centers. Any partner specific variances from the One Stop Centers' policies and procedures should be documented in a supplemental agreement separate from and attached to this MOU. The One Stop Center Policies and Procedures are outlined in the Partners Handbook (Attachment A). All partners will follow the One Stop Policies and Procedures. Where there is a conflict between those policies and

procedures and those of a partner agency, the partner agency's policies and procedures shall take precedence when in compliance with applicable federal, state and local laws, rules, regulations and policies. The partner agencies and the designated One Stop Operator shall work together to minimize such conflicts.

## V. GENERAL PROVISIONS

- A. PERFORMANCE GOALS: All partners have agreed to work together to at least attain the WIOA Performance Measures for the One Stop Centers. The One Stop Operator (WA) will report on the progress of these measures and all partners agree to discuss ways of mutually attaining these performance measures to reach shared outcomes. The WIOA Performance Measures are issued annually.
- B. PERFORMANCE REPORTING: All partners have agreed to participate in a common intake, referral and individual tracking system operating through the One Stop Centers. Whenever WIOA funds are expended in part or whole for service for an individual, all partners agree to enter/maintain that individual information in the automated system. In addition, all partners agree to refer and/or enter all job openings on this system.
- C. INFORMATION SHARING/CONFIDENTIALITY: All partners agree that information issued, received by or exchanged between partners pursuant to their involvement with the One Stop Center will be used only for the purposes set out in this MOU and will not be released except in accordance with applicable federal, state and local laws, rules, regulations and policies.
- D. AMENDMENTS:
1. a) Except for amendments necessary for compliance with applicable federal, state and local laws, rules, regulations and policies and amendments as set forth in paragraph (2) below, non-partner specific amendment or modification of the information contained in this MOU may only be accomplished by written consent of all of the One Stop Center Partners. Any request to amend a provision should be made in writing to the WA and must be agreed to in writing by all partners. The WA will notify the other partners of the details of any requested modification. b) This MOU may also be modified from time to time without the prior consent of existing One Stop Center partners to add new One Stop Center partners. These new members may sign the MOU in its existing form as of the time that they are being added. All partners to the MOU will be notified in writing of additional parties joining in the MOU. Any adjustment of cost sharing items will be reviewed and adjusted by WA prior to adding additional partners.
  2. It is understood by the parties that each should be able to fulfill its One Stop role in full accordance with all applicable federal, state and local laws, rules, regulations and policies which govern or affect their activities. If at any time any party is unable to perform its functions under this Agreement, the affected party should immediately provide written notice to all parties of their intent to discontinue their participation as a One Stop Provider at least 30 days in advance thereof. No consent from the other parties will be requested if discontinuation of participation is made pursuant to this

provision. Any adjustment of cost sharing items will be reviewed and adjusted by WA upon such discontinuance.

3. Periodically the Resource/Cost Sharing Agreement (Attachment C) may require adjustments based upon reconciliation of projected costs to actual expenses and/or minor adjustments to cost sharing items. Minor adjustments of this type will not require a formal amendment to the MOU but it is agreed partners will be notified of any such modification(s) in writing.

E. SUPPLEMENTAL AGREEMENTS: To ensure utmost flexibility for all partners, it is understood that the WA may enter into separate legally enforceable agreements with each partner, or a combination of partners, which will specify the rights and obligations of that particular partner and the WA.

F. OPERATION: It is the policy of the LWDB that all workforce programs operated by or under the WA shall be operated in conformance with all applicable federal, state and local laws, rules, regulations and policies. It is also the policy of the WA that no programs or provision of services under those programs shall allow discrimination on the basis of race, color, national origin, age, sex, political affiliation, belief, citizenship or disability.

Participants Rights: Any participant who believes a violation of applicable legislation or regulation has occurred or who believes he or she has been discriminated against, with regard to program eligibility, enrollment or provision of services, has the right to file a complaint. The complaint procedure is contained within the Partner Handbook (Attachment A)

G. NON-DISCRIMINATION: All partners to this MOU are equal opportunity employers. All understand they must comply with 29 C.F.R. 37.30 which states it is against the law for a partner to discriminate on the following basis: against any individual in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her for participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.

H. MAINTAIN A DRUG FREE WORKPLACE: It is the policy of the WA to provide and maintain a safe and drug free workplace; therefore, all partners shall have a written policy regarding a drug free work place, having at least an equal force and effect as the policy currently in place with the Workforce Alliance.

I. SECURITY AND SAFETY: The Workforce Centers is a place that individuals may present a risk, but individuals can come to receive services, and equally promotes initiatives in the community to support appropriate employment to individuals with multiple barriers to employment. The LWDB asks that all One Stop System Partners follow the following safety standards:

1. Utilize work areas or offices that allow for easily exits or insure the presence of another staff/team member when meeting with a customer where there a potential risk.
2. Restrict access to items that may be used as a weapon.
3. If available inform the security guard when meeting with a customer that presents a risk. If security is not available coordinate services with a supervisor/manager.
4. Call the security guard should you feel uncomfortable or see a fellow staff member in an escalating situation. The security guard can be reach by dialing \*01 on all desk phones or by cell phone at 316-239-4802.
5. Ensure the security of Workforce Center proxy cards and inform helpdesk@workforce-ks.com should your proxy card be missing

In order to provide a productive and safe environment for all One Stop System Partners the LWDB requires all One Stop System Partners to disclose to senior leadership if an employee working out of or is collocated at one of the Workforce Centers in Local Area IV has a felony. All partners are required to perform adequate background checks on staff and volunteers. Please note the following provisions:

1. Individuals with crimes against a person will not be permitted to collocate or work out of LAIV Workforce Centers.
2. In order to provide the most successful environment for employees a safety plan will be in place for other felonies in order to mitigate any potential threat. Example: individuals with financial crimes will not work with money.
3. The LWDB will support the One Stop Partner Agency in screening, assessing, and conducting background checks at the agencies request. A background check must be provided to the LWDB Administrative Agency, the Workforce Alliance, prior to the start date of the employee.

J. MISCELLANEOUS:

1. NO INDEMNIFICATION AND LIABILITY: By executing this MOU each partner agrees to work together to deliver One Stop Centers services for employers, employees and those seeking employment. However, the partners are not legally “partners” to the extent that term encompasses joint and several liability. Each partner under this MOU is responsible for its own employees, representatives, agents and subcontractors.

2. MUTUAL RESPECT OF ORGANIZATIONAL PRACTICES: All partners identified in this MOU or in supplemental agreements to this MOU will respect each other’s organizational practices and management structures

in the provision of services under the MOU to the extent allowable under applicable federal, state and local laws, rules, regulations and policies.

3. RECORDS MAINTENANCE: The One Stop Operator (WA) shall be responsible for all records pertaining to the administration and operation of the One Stop Centers. The designated One Stop Operator will provide all partners with an annual report that outlines budget expenditures/reconciliations, services provided, populations served and performance information. The source records for this report will be made available to all partners upon request. When a partner's record retention policies are not equal to those stated in the WIOA (29 CFR 97.42), the most stringent of these policies should be applied. Generally, participant case files and fiscal records shall be maintained by each partner agency for a minimum of three years.

4. TRANSFERABILITY OF MOU: This MOU shall remain in full force and effect upon the designation of a One Stop Operator to the extent that the designated One Stop Operator shall assume the role of the Workforce Alliance as it applies to the areas of operational responsibility, records maintenance, reporting and performance standards, continuous improvement, EEO standards, operations and support of the collaborative effort as outlined in this MOU.

## VI. SIGNATURE PAGE

BY EXECUTING THIS MEMORANDUM OF UNDERSTANDING (MOU), as evidenced by the signatures set forth below, all parties represent that they have received a copy of this MOU, have reviewed the MOU, find it accurately reflects a general understanding of their role as a partner in the One Stop Centers, and agree to participate in and fully support all of the procedures, policies and processes set forth herein without reservation. The person(s) signing this MOU on behalf of each partner and/or its organization represent that they are duly authorized by the partner and/or its organization to execute this Memorandum of Understanding on its behalf.

FOR THE PARTNER: American Indian Council  
(Typed or printed partner agency name)

BY: Ms. Christine Campbell  
(Typed or printed name of partner representative)

Executive Director  
(Title)

Christine Campbell  
(Signature of partner representative)

DATE: 7-1-18 <sup>cc</sup>  
3-11-20 <sup>cc</sup>

FOR THE WA: Gabe Schlickau  
(Typed or printed name of WA representative)

Chair, Local Workforce Development Board- LAIV  
(Title of WA representative)

Gabe Schlickau  
(Signature of WA representative)

DATE: July 1, 2018

FOR THE CEOB: Jeff Longwell  
(Typed or printed name of CEOB Chair)

Jeff Longwell  
(Signature)

DATE: July 1, 2018

## Kansas Local Workforce Service Delivery Area IV

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# MEMORANDUM OF UNDERSTANDING

## Between the Workforce Alliance of South Central Kansas and One Stop System Partners

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### I. PURPOSE OF MEMORANDUM OF UNDERSTANDING

- A. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to provide information about the relationship between the above mentioned parties regarding their respective roles, duties, obligations and responsibilities and expectations for implementation of the provisions of section 121(c) of Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014. This MOU is also intended to contribute to a cooperative and mutually beneficial relationship between the Workforce Alliance of South Central Kansas (WA), the WIOA Local Workforce Development Board, and the various partners to coordinate resources to prevent duplication and ensure the effective delivery of workforce services, and to establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of job matching, education, support services, job training and other workforce development services. Parties to this document propose to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services and agencies. This MOU also documents the importance of WIOA performance measures and continuous improvement initiatives.
- B. **PERIOD OF RELEVANCE:** This MOU is designed to serve as a record of the relationship of the signatories from July 1, 2018 until June 30, 2020 unless modified by the partners. The Period of Relevance for each partner will commence upon the date of that partner's signature.

### II. INTRODUCTION/BACKGROUND

- A. **BACKGROUND:** The Workforce Alliance of South Central Kansas and the One Stop Centers partners developed this Memorandum of Understanding to ensure that the following principles of the Workforce Innovation and Opportunity Act of 2014 are implemented:
1. **Universal Eligibility:** All customers, including those with barriers to employment, will have access to job seeker services at each One Stop Center,

designed to provide information to make career and labor market decisions. Career services, training and support services will be made accessible on-site.

2. One Stop System Approach: All customers may explore work preparation and career development services and have access to information on a range of employment, training and adult and occupational education programs. Services will be made available through the One Stop Centers or WIOA Partner Programs.

3. Individual Choice: Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs, building on the advice and counseling provided by workforce centers staff.

4. Regional Development: To develop a workforce development system that upgrades the regional area workplace skills and enhances the economic development of the area. Services such as tax credits and labor market information will be made accessible on-site.

5. Cost-Effectiveness: All customers will have access to a system that minimizes costs, enhances the participation of employers and job seekers served through the system and does not duplicate services.

**B. WORKFORCE ALLIANCE MISSION AND VISION:**

Mission

Supporting and advancing a competitive workforce in South Central Kansas.

Vision

Growing the regional economy through a skilled workforce.

The Workforce Alliance works with employers and partners throughout Local Area IV to align services, leverage resources, and promote a seamless and integrated service delivery model in the region. This ensures both employers and job seekers are served at a high level creating the greatest community impact.

**III. PARTIES TO THE MEMORANDUM OF UNDERSTANDING**

A. PARTIES AND THEIR ROLES: WIOA clearly identifies the One Stop System as the service delivery system for programs funded under the Act and its partner programs.

The One Stop System Partners are a collaboration of co-located and non-co-located partners who are responsible for administering WIOA, educational and other human resource programs and funding streams. The following parties are involved in the administration of WIOA and the Local Area IV One Stop System:



1. *Chief Elected Officials Board (CEOB)* which oversees the local workforce development system and represents the local governing authorities.
2. *Workforce Alliance of South Central Kansas (WA)*, the local Workforce Development Board (*LWDB*) designated to work in partnership with the CEOB and to establish policies and oversee the workforce development system.
3. *One Stop Operator (WA)*, designated by the CEOB as responsible for the coordination of activities at the physical One Stop Centers.
4. *One Stop System partners:*
  - i. Programs authorized under title I of WIOA, serving:
    1. Adults;
    2. Dislocated workers;
    3. Youth;
    4. Job Corps;
    5. Native American programs;
    6. Migrant and seasonal farmworker programs; and
    7. Veterans' workforce programs  
(WIOA sec. 121 (b)(1)(B)(i));
  - ii. Programs authorized under the Wagner-Peyser Act\* (29 U.S.C. 49 et seq.); (WIOA sec. 121 (b)(1)(B)(ii));
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  - v. Senior community service employment activities authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.); (WIOA sec. 121(b)(1)(B)(v));
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  - viii. Activities authorized under chapter 41 of title 38, U.S.C. (local veterans' employment representatives and disabled veterans outreach programs); (WIOA sec. 121(b)(1)(B)(viii));
  - ix. Employment and training activities carried out under the Community Service Block Grant (42 U.S.C. 9901 et seq.); (WIOA sec. 121(b)(1)(B)(ix));
  - x. Employment and training activities carried out by the Department of Housing and Urban Development; (WIOA sec. 121(b)(1)(B)(x)); and

- xi. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law); (WIOA sec. 121(b)(1)(B)(xi).)
  - xii. Programs authorized under section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) (WIOA sec. 121(b)(1)(B)(xii).)
  - xiii. TANF Programs authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), subject to subparagraph (C). (WIOA sec. 121(b)(1)(B)(xiii).)
- \*Designates WIOA Core Partners*

#### **IV. PARTNER RESPONSIBILITIES**

WIOA Section 121(b) lists the minimum responsibilities of all required partners under WIOA. They include:

1. Making Career Services available, consistent, and coordinated through the one stop delivery system
2. Methods of referral of individuals between the one-stop operator and the one-stop partners for appropriate services and activities
3. 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 one-stop delivery system; and
4. Describing how the costs of such services and the operating costs of such system will be funded
5. The duration of the MOU and the procedures for amending the MOU throughout its duration.

Section 121(b) also allows for additional responsibilities to be determined. The following additional responsibilities are therefore also included as responsibilities for all required partners under WIOA:

1. Standards of services and branding for co-located partners
2. Commitment to cross training partner staff
3. Communication
4. Service delivery to employers

#### Availability of Career Services

Basic Career Services will be made available to all persons in accordance with applicable federal, state and local laws, rules, regulations and policies. Further assessments may indicate the need for provision of one on one and/or Training services. These services, customized and based upon Local Area IV are outlined in the Partner Referral Guidelines, Attachment B hereto.

Each partner is responsible for their provision of services associated with the One Stop System and determining eligibility for their programs, with the exception of Title I-Adult/ Dislocated Worker programs and Title III Wagner Peyser programs who jointly determine participant eligibility under each Title and work together under the local Integration Plan.

Partners will strive to provide services seamlessly and will seek to prevent duplication whenever possible.

#### Referrals to System Partners

Referrals will be made to partner programs as appropriate. The Partner Handbook (Attachment A) includes partner referral guidelines and a universal referral form for initiating partner contact and to serve as documentation of the referral. Partners are expected to respond to referrals in a timely manner based on agency work flow and resources.

Supporting documentation, assessments, and other relevant information will be sent with the referral once a release of information is signed by the customer being referred.

Serving Populations with Multiple Barriers to Employment Partners will ensure services are available to individuals with barriers to employment. WIOA identifies the following groups as populations with multiple barriers to employment:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166
- Individuals with disabilities, including youth who are individuals with disabilities
- Older individuals
- Ex-offenders
- Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC. 14043e-2(6), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC. 11434a(2))
- Youth who are in or have aged out of the foster care system
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farmworkers, as defined in section 167(i)
- Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 USC. 601 et seq.)
- Single parents (including single pregnant women)
- Long-term unemployed individuals

Partners will conduct outreach activities targeting these populations in coordination with one another, actively referring customers to the most appropriate partner for the provision of services based on individual need and service availability.

#### RESOURCE/COST SHARING

The provision of direct services to individuals and businesses is a key component of One Stop Centers. Each partner serves a specific segment of the population and provides services that benefit those individuals. Each partner is responsible for the funding of their direct program services. All co-located partners will share an equitable and proportionate responsibility for operational expenses of the One Stop Centers. Attachment C hereto outlines the cost sharing agreement.

### Continuous Improvement and Duration of MOU

All partners will participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration. To assure that services are responsive to the needs of the community, partners will survey customers to obtain feedback on customer satisfaction. All partners will participate in the ongoing development and improvement of One Stop System/Center procedures, policies and operational management through the activities of the One Stop Advisory Council. All partners will be part of a process that will continuously review the needs of the workforce and business community and refine the services of the One Stop Centers based upon those needs.

This MOU is designed to serve as a record of the relationship of the signatories from July 1, 2016 until June 30, 2020 unless modified by the partners. A review of the MOU will take place in 2018. The Period of Relevance for each partner will commence upon the date of that partner's signature.

### Cross Training

In order to integrate services, reduce duplication, and improve overall service delivery, One Stop partners will encourage, accommodate staff and/or provide training and cross-training, as deemed appropriate, to ensure that all partners' staff are familiar with the programs represented within the One Stop System.

The WA will coordinate a training calendar and work with One Stop partners to schedule trainings. One Stop partners will be asked to provide such cross-training at least biannually to their staff.

### Communication

One Stop Partners are invited to participate in the One Stop Advisory Council, a committee of the LWDB. Participating members will be required to keep contact information updated and serve as the liaison to the local staff of the One Stop Partner. This committee will be focused on the following:

- Service delivery system improvement and enhancement
- Training opportunities
- New developments with each partner
- Development of web based/technology driven resources

### Services to Employers

One Stop Partners engage in two types of services to employers

1. **Outreach-** Educating and providing general information to employers about how Business Services can be their one-stop solution to employment related challenges
2. **Business Services** – Developing personalized strategies based on the Employer Needs Assessment that will innovatively address challenges in Recruitment, Hiring, Training, Business Closings or Layoffs

One Stop Partners will agree to use a common Employer Needs Assessment (Attachment D) and will make an automatic referral or inclusion to other One Stop Partners based on the employer's need. KANSASWORKS.com will be used for Business Outreach and Services

activities including documentation of employer services, notices, job postings, and EEO reporting. A business services protocol will be established and training provided to all One Stop Partners participating in the provision of services to employers on the KANSASWORKS system.

#### STANDARD OF SERVICE FOR ONE STOP CAREER CENTERS

All partners are expected to adhere to established standards for providing services in the One Stop Center, including:

1. Compliance with all federal, state, and local laws, rules and regulations, including those established by the One Stop Centers so far as they are not in conflict with the specific application of any law, rule or regulation governing One Stop operation
2. Use of a “no wrong door approach” within the One Stop Center to create a customer friendly seamless service delivery system
3. All persons in the One Stop Centers are expected to practice a code of conduct which includes:
  - a. Presenting a professional appearance
  - b. Maintaining good work habits, e.g., practicing common courtesy, maintaining a neat workspace, being punctual, appreciating diversity, exceeding customer expectations
  - c. Compliance with established professional and ethical standards
  - d. Maintaining adequate levels of staffing during all hours of operation, including non-traditional hours
  - e. Shared responsibility for compliance with established security and emergency guidelines.

#### 5. VETERANS PREFERENCE

All federally funded employment and training programs administered by One Stop Center partners will include a veteran priority system designed to provide maximum employment and training opportunities to veterans and other eligible persons that is established in accordance with applicable federal, state and local laws, rules, regulations and policies.

#### 6. ONE STOP CENTER POLICIES AND PROCEDURES

The partners have agreed to maintain operational control and responsibility for staff assigned to the One Stop Centers, while assuring staff adhere to policies and procedures of the One Stop Centers. Any partner specific variances from the One Stop Centers’ policies and procedures should be documented in a supplemental agreement separate from and attached to this MOU. The One Stop Center Policies and Procedures are outlined in the Partners Handbook (Attachment A). All partners will follow the One Stop Policies and Procedures. Where there is a conflict between those policies and procedures and those of a partner agency, the partner agency’s policies and procedures shall take precedence when in compliance with applicable federal, state and local laws,

rules, regulations and policies. The partner agencies and the designated One Stop Operator shall work together to minimize such conflicts.

## V. GENERAL PROVISIONS

- A. PERFORMANCE GOALS: All partners have agreed to work together to at least attain the WIOA Performance Measures for the One Stop Centers. The One Stop Operator (WA) will report on the progress of these measures and all partners agree to discuss ways of mutually attaining these performance measures to reach shared outcomes. The WIOA Performance Measures are issued annually.
- B. PERFORMANCE REPORTING: All partners have agreed to participate in a common intake, referral and individual tracking system operating through the One Stop Centers. Whenever WIOA funds are expended in part or whole for service for an individual, all partners agree to enter/maintain that individual information in the automated system. In addition, all partners agree to refer and/or enter all job openings on this system.
- C. INFORMATION SHARING/CONFIDENTIALITY: All partners agree that information issued, received by or exchanged between partners pursuant to their involvement with the One Stop Center will be used only for the purposes set out in this MOU and will not be released except in accordance with applicable federal, state and local laws, rules, regulations and policies.
- D. AMENDMENTS:
  1. a) Except for amendments necessary for compliance with applicable federal, state and local laws, rules, regulations and policies and amendments as set forth in paragraph (2) below, non-partner specific amendment or modification of the information contained in this MOU may only be accomplished by written consent of all of the One Stop Center Partners. Any request to amend a provision should be made in writing to the WA and must be agreed to in writing by all partners. The WA will notify the other partners of the details of any requested modification. b) This MOU may also be modified from time to time without the prior consent of existing One Stop Center partners to add new One Stop Center partners. These new members may sign the MOU in its existing form as of the time that they are being added. All partners to the MOU will be notified in writing of additional parties joining in the MOU. Any adjustment of cost sharing items will be reviewed and adjusted by WA prior to adding additional partners.
  2. It is understood by the parties that each should be able to fulfill its One Stop role in full accordance with all applicable federal, state and local laws, rules, regulations and policies which govern or affect their activities. If at any time any party is unable to perform its functions under this Agreement, the affected party should immediately provide written notice to all parties of their intent to discontinue their participation as a One Stop Provider at least 30 days in advance thereof. No consent from the other parties will be requested if discontinuation of participation is made pursuant to this provision. Any adjustment of cost sharing items will be reviewed and adjusted by WA upon such discontinuance.

3. Periodically the Resource/Cost Sharing Agreement (Attachment C) may require adjustments based upon reconciliation of projected costs to actual expenses and/or minor adjustments to cost sharing items. Minor adjustments of this type will not require a formal amendment to the MOU but it is agreed partners will be notified of any such modification(s) in writing.

E. SUPPLEMENTAL AGREEMENTS: To ensure utmost flexibility for all partners, it is understood that the WA may enter into separate legally enforceable agreements with each partner, or a combination of partners, which will specify the rights and obligations of that particular partner and the WA.

F. OPERATION: It is the policy of the LWDB that all workforce programs operated by or under the WA shall be operated in conformance with all applicable federal, state and local laws, rules, regulations and policies. It is also the policy of the WA that no programs or provision of services under those programs shall allow discrimination on the basis of race, color, national origin, age, sex, political affiliation, belief, citizenship or disability.

**Participants Rights:** Any participant who believes a violation of applicable legislation or regulation has occurred or who believes he or she has been discriminated against, with regard to program eligibility, enrollment or provision of services, has the right to file a complaint. The complaint procedure is contained within the Partner Handbook (Attachment A)

G. NON-DISCRIMINATION: All partners to this MOU are equal opportunity employers. All understand they must comply with 29 C.F.R. 37.30 which states it is against the law for a partner to discriminate on the following basis: against any individual in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her for participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.

H. MAINTAIN A DRUG-FREE WORKPLACE: It is the policy of the WA to provide and maintain a safe and drug free workplace; therefore, all partners shall have a written policy regarding a drug free work place, having at least an equal force and effect as the policy currently in place with the Workforce Alliance.

I. SECURITY AND SAFETY: The Workforce Centers is a place that individuals may present a risk, but individuals can come to receive services, and equally promotes initiatives in the community to support appropriate employment to individuals with

multiple barriers to employment. The LWDB asks that all One Stop System Partners follow the following safety standards:

1. Utilize work areas or offices that allow for easily exits or insure the presence of another staff/team member when meeting with a customer where there a potential risk.
2. Restrict access to items that may be used as a weapon.
3. If available inform the security guard when meeting with a customer that presents a risk. If security is not available coordinate services with a supervisor/manager.
4. Call the security guard should you feel uncomfortable or see a fellow staff member in an escalating situation. The security guard can be reach by dialing \*01 on all desk phones or by cell phone at 316-239-4802.
5. Ensure the security of Workforce Center proxy cards and inform helpdesk@workforce-ks.com should your proxy card be missing

In order to provide a productive and safe environment for all One Stop System Partners the LWDB requires all One Stop System Partners to disclose to senior leadership if an employee working out of or is collocated at one of the Workforce Centers in Local Area IV has a felony. All partners are required to perform adequate background checks on staff and volunteers. Please note the following provisions:

1. Individuals with crimes against a person will not be permitted to collocate or work out of LAIV Workforce Centers.
2. In order to provide the most successful environment for employees a safety plan will be in place for other felonies in order to mitigate any potential threat. Example: individuals with financial crimes will not work with money.
3. The LWDB will support the One Stop Partner Agency in screening, assessing, and conducting background checks at the agencies request. A background check must be provided to the LWDB Administrative Agency, the Workforce Alliance, prior to the start date of the employee.

**J. MISCELLANEOUS:**

1. **NO INDEMNIFICATION AND LIABILITY:** By executing this MOU each partner agrees to work together to deliver One Stop Centers services for employers, employees and those seeking employment. However, the partners are not legally “partners” to the extent that term encompasses joint and several liability. Each partner under this MOU is responsible for its own employees, representatives, agents and subcontractors.

2. **MUTUAL RESPECT OF ORGANIZATIONAL PRACTICES:** All partners identified in this MOU or in supplemental agreements to this MOU will respect each other’s organizational practices and management structures in the provision of services under the MOU to the extent allowable under applicable federal, state and local laws, rules, regulations and policies.



3. RECORDS MAINTENANCE: The One Stop Operator (WA) shall be responsible for all records pertaining to the administration and operation of the One Stop Centers. The designated One Stop Operator will provide all partners with an annual report that outlines budget expenditures/reconciliations, services provided, populations served and performance information. The source records for this report will be made available to all partners upon request. When a partner's record retention policies are not equal to those stated in the WIOA (29 CFR 97.42), the most stringent of these policies should be applied. Generally, participant case files and fiscal records shall be maintained by each partner agency for a minimum of three years.

4. TRANSFERABILITY OF MOU: This MOU shall remain in full force and effect upon the designation of a One Stop Operator to the extent that the designated One Stop Operator shall assume the role of the Workforce Alliance as it applies to the areas of operational responsibility, records maintenance, reporting and performance standards, continuous improvement, EEO standards, operations and support of the collaborative effort as outlined in this MOU.

**VI. SIGNATURE PAGE**

BY EXECUTING THIS MEMORANDUM OF UNDERSTANDING (MOU), as evidenced by the signatures set forth below, all parties represent that they have received a copy of this MOU, have reviewed the MOU, find it accurately reflects a general understanding of their role as a partner in the One Stop Centers, and agree to participate in and fully support all of the procedures, policies and processes set forth herein without reservation. The person(s) signing this MOU on behalf of each partner and/or its organization represent that they are duly authorized by the partner and/or its organization to execute this Memorandum of Understanding on its behalf.

FOR THE PARTNER: Butler Community College- Adult Education and Carl Perkins

(Typed or printed partner agency name)

BY: KIMBERLY W KRULL  
(Typed or printed name of partner representative)

President  
(Title)

Kimberly Krull  
(Signature of partner representative)

DATE: 12/3/18

FOR THE WA: Gabe Schlickau

(Typed or printed name of WA representative)

Chair, Local Workforce Development Board- LAIV

(Title of WA representative)

Gabe Schlickau  
(Signature of WA representative)

DATE: July 1, 2018

FOR THE CEOB: Jeff Longwell  
(Typed or printed name of CEOB Chair)

Jeff Longwell  
(Signature)

DATE: July 1, 2018

**Kansas Local Workforce Service Delivery Area IV**

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**MEMORANDUM OF UNDERSTANDING**

**Between the Workforce Alliance of South Central Kansas  
and One Stop System Partners**

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Referrals will be made to partner programs as appropriate. The Partner Handbook (Attachment A) includes partner referral guidelines and a universal referral form for initiating partner contact and to serve as documentation of the referral. Partners are expected to respond to referrals in a timely manner based on agency work flow and resources.

Supporting documentation, assessments, and other relevant information will be sent with the referral once a release of information is signed by the customer being referred.

Serving Populations with Multiple Barriers to Employment Partners will ensure services are available to individuals with barriers to employment. WIOA identifies the following groups as populations with multiple barriers to employment:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166
- Individuals with disabilities, including youth who are individuals with disabilities
- Older individuals
- Ex-offenders
- Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC. 14043e-2(6), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC. 11434a(2))
- Youth who are in or have aged out of the foster care system
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farmworkers, as defined in section 167(i)
- Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 USC. 601 et seq.)
- Single parents (including single pregnant women)
- Long-term unemployed individuals

Partners will conduct outreach activities targeting these populations in coordination with one another, actively referring customers to the most appropriate partner for the provision of services based on individual need and service availability.

#### RESOURCE/COST SHARING

The provision of direct services to individuals and businesses is a key component of One Stop Centers. Each partner serves a specific segment of the population and provides services that benefit those individuals. Each partner is responsible for the funding of their direct program services. All co-located partners will share an equitable and proportionate responsibility for operational expenses of the One Stop Centers. Attachment C hereto outlines the cost sharing agreement.

#### Continuous Improvement and Duration of MOU

All partners will participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration. To assure that services are responsive to the needs of the community, partners will survey customers to obtain feedback on customer satisfaction. All partners will participate in the ongoing development and improvement of One Stop System/Center procedures, policies and operational management through the activities of the One Stop Advisory Council. All partners will be part of a process that will continuously review the needs of the workforce and business community and refine the services of the One Stop Centers based upon those needs.

This MOU is designed to serve as a record of the relationship of the signatories from July 1, 2016 until June 30, 2020 unless modified by the partners. A review of the MOU will take place in 2018. The Period of Relevance for each partner will commence upon the date of that partner's signature.

### Cross Training

In order to integrate services, reduce duplication, and improve overall service delivery, One Stop partners will encourage, accommodate staff and/or provide training and cross-training, as deemed appropriate, to ensure that all partners' staff are familiar with the programs represented within the One Stop System.

The WA will coordinate a training calendar and work with One Stop partners to schedule trainings. One Stop partners will be asked to provide such cross-training at least biannually to their staff.

### Communication

One Stop Partners are invited to participate in the One Stop Advisory Council, a committee of the LWDB. Participating members will be required to keep contact information updated and serve as the liaison to the local staff of the One Stop Partner. This committee will be focused on the following:

- Service delivery system improvement and enhancement
- Training opportunities
- New developments with each partner
- Development of web based/technology driven resources

### Services to Employers

One Stop Partners engage in two types of services to employers

1. **Outreach-** Educating and providing general information to employers about how Business Services can be their one-stop solution to employment related challenges
2. **Business Services** – Developing personalized strategies based on the Employer Needs Assessment that will innovatively address challenges in Recruitment, Hiring, Training, Business Closings or Layoffs

One Stop Partners will agree to use a common Employer Needs Assessment (Attachment D) and will make an automatic referral or inclusion to other One Stop Partners based on the employer's need. KANSASWORKS.com will be used for Business Outreach and Services activities including documentation of employer services, notices, job postings, and EEO reporting. A business services protocol will be established and training provided to all One Stop Partners participating in the provision of services to employers on the KANSASWORKS system.

### STANDARD OF SERVICE FOR ONE STOP CAREER CENTERS

All partners are expected to adhere to established standards for providing services in the One Stop Center, including:

1. Compliance with all federal, state, and local laws, rules and regulations, including those established by the One Stop Centers so far as they are not in conflict with the specific application of any law, rule or regulation governing One Stop operation



2. Use of a “no wrong door approach” within the One Stop Center to create a customer friendly seamless service delivery system
3. All persons in the One Stop Centers are expected to practice a code of conduct which includes:
  - a. Presenting a professional appearance
  - b. Maintaining good work habits, e.g., practicing common courtesy, maintaining a neat workspace, being punctual, appreciating diversity, exceeding customer expectations
  - c. Compliance with established professional and ethical standards
  - d. Maintaining adequate levels of staffing during all hours of operation, including non-traditional hours
  - e. Shared responsibility for compliance with established security and emergency guidelines.

#### 5. VETERANS PREFERENCE

All federally funded employment and training programs administered by One Stop Center partners will include a veteran priority system designed to provide maximum employment and training opportunities to veterans and other eligible persons that is established in accordance with applicable federal, state and local laws, rules, regulations and policies.

#### 6. ONE STOP CENTER POLICIES AND PROCEDURES

The partners have agreed to maintain operational control and responsibility for staff assigned to the One Stop Centers, while assuring staff adhere to policies and procedures of the One Stop Centers. Any partner specific variances from the One Stop Centers’ policies and procedures should be documented in a supplemental agreement separate from and attached to this MOU. The One Stop Center Policies and Procedures are outlined in the Partners Handbook (Attachment A). All partners will follow the One Stop Policies and Procedures. Where there is a conflict between those policies and procedures and those of a partner agency, the partner agency’s policies and procedures shall take precedence when in compliance with applicable federal, state and local laws, rules, regulations and policies. The partner agencies and the designated One Stop Operator shall work together to minimize such conflicts.

### V. GENERAL PROVISIONS

- A. PERFORMANCE GOALS: All partners have agreed to work together to at least attain the WIOA Performance Measures for the One Stop Centers. The One Stop Operator (WA) will report on the progress of these measures and all partners agree to discuss ways of mutually attaining these performance measures to reach shared outcomes. The WIOA Performance Measures are issued annually.
- B. PERFORMANCE REPORTING: All partners have agreed to participate in a common intake, referral and individual tracking system operating through the One Stop Centers. Whenever WIOA funds are expended in part or whole for service for an individual, all partners agree to enter/maintain that individual information in the automated system. In addition, all partners agree to refer and/or enter all job openings on this system.

- C. INFORMATION SHARING/CONFIDENTIALITY: All partners agree that information issued, received by or exchanged between partners pursuant to their involvement with the One Stop Center will be used only for the purposes set out in this MOU and will not be released except in accordance with applicable federal, state and local laws, rules, regulations and policies.
- D. AMENDMENTS:
1. a) Except for amendments necessary for compliance with applicable federal, state and local laws, rules, regulations and policies and amendments as set forth in paragraph (2) below, non-partner specific amendment or modification of the information contained in this MOU may only be accomplished by written consent of all of the One Stop Center Partners. Any request to amend a provision should be made in writing to the WA and must be agreed to in writing by all partners. The WA will notify the other partners of the details of any requested modification. b) This MOU may also be modified from time to time without the prior consent of existing One Stop Center partners to add new One Stop Center partners. These new members may sign the MOU in its existing form as of the time that they are being added. All partners to the MOU will be notified in writing of additional parties joining in the MOU. Any adjustment of cost sharing items will be reviewed and adjusted by WA prior to adding additional partners.
  2. It is understood by the parties that each should be able to fulfill its One Stop role in full accordance with all applicable federal, state and local laws, rules, regulations and policies which govern or affect their activities. If at any time any party is unable to perform its functions under this Agreement, the affected party should immediately provide written notice to all parties of their intent to discontinue their participation as a One Stop Provider at least 30 days in advance thereof. No consent from the other parties will be requested if discontinuation of participation is made pursuant to this provision. Any adjustment of cost sharing items will be reviewed and adjusted by WA upon such discontinuance.
  3. Periodically the Resource/Cost Sharing Agreement (Attachment C) may require adjustments based upon reconciliation of projected costs to actual expenses and/or minor adjustments to cost sharing items. Minor adjustments of this type will not require a formal amendment to the MOU but it is agreed partners will be notified of any such modification(s) in writing.
- E. SUPPLEMENTAL AGREEMENTS: To ensure utmost flexibility for all partners, it is understood that the WA may enter into separate legally enforceable agreements with each partner, or a combination of partners, which will specify the rights and obligations of that particular partner and the WA.
- F. OPERATION: It is the policy of the LWDB that all workforce programs operated by or under the WA shall be operated in conformance with all applicable federal, state and local laws, rules, regulations and policies. It is also the policy of the WA that no programs or provision of services under those programs shall allow discrimination on the basis of race, color, national origin, age, sex, political affiliation, belief, citizenship or disability.

**Participants Rights:** Any participant who believes a violation of applicable legislation or regulation has occurred or who believes he or she has been discriminated against, with regard to program eligibility, enrollment or provision of services, has the right to file a complaint. The complaint procedure is contained within the Partner Handbook (Attachment A)

- G. **NON-DISCRIMINATION:** All partners to this MOU are equal opportunity employers. All understand they must comply with 29 C.F.R. 37.30 which states it is against the law for a partner to discriminate on the following basis: against any individual in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her for participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.
- H. **MAINTAIN A DRUG FREE WORKPLACE:** It is the policy of the WA to provide and maintain a safe and drug free workplace; therefore, all partners shall have a written policy regarding a drug free work place, having at least an equal force and effect as the policy currently in place with the Workforce Alliance.
- I. **SECURITY AND SAFETY:** The Workforce Centers is a place that individuals may present a risk, but individuals can come to receive services, and equally promotes initiatives in the community to support appropriate employment to individuals with multiple barriers to employment. The LWDB asks that all One Stop System Partners follow the following safety standards:
1. Utilize work areas or offices that allow for easily exits or insure the presence of another staff/team member when meeting with a customer where there a potential risk.
  2. Restrict access to items that may be used as a weapon.
  3. If available inform the security guard when meeting with a customer that presents a risk. If security is not available coordinate services with a supervisor/manager.
  4. Call the security guard should you feel uncomfortable or see a fellow staff member in an escalating situation. The security guard can be reach by dialing \*01 on all desk phones or by cell phone at 316-239-4802.
  5. Ensure the security of Workforce Center proxy cards and inform helpdesk@workforce-ks.com should your proxy card be missing

In order to provide a productive and safe environment for all One Stop System Partners the LWDB requires all One Stop System Partners to disclose to senior leadership if an employee working out of or is collocated at one of the Workforce Centers in Local Area IV has a felony. All partners are required to perform adequate background checks on staff and volunteers. Please note the following provisions:

1. Individuals with crimes against a person will not be permitted to collocate or work out of LAIV Workforce Centers.
2. In order to provide the most successful environment for employees a safety plan will be in place for other felonies in order to mitigate any potential threat.  
Example: individuals with financial crimes will not work with money.
3. The LWDB will support the One Stop Partner Agency in screening, assessing, and conducting background checks at the agencies request. A background check must be provided to the LWDB Administrative Agency, the Workforce Alliance, prior to the start date of the employee.

J. MISCELLANEOUS:

1. **NO INDEMNIFICATION AND LIABILITY:** By executing this MOU each partner agrees to work together to deliver One Stop Centers services for employers, employees and those seeking employment. However, the partners are not legally “partners” to the extent that term encompasses joint and several liability. Each partner under this MOU is responsible for its own employees, representatives, agents and subcontractors.

2. **MUTUAL RESPECT OF ORGANIZATIONAL PRACTICES:** All partners identified in this MOU or in supplemental agreements to this MOU will respect each other’s organizational practices and management structures in the provision of services under the MOU to the extent allowable under applicable federal, state and local laws, rules, regulations and policies.

3. **RECORDS MAINTENANCE:** The One Stop Operator (WA) shall be responsible for all records pertaining to the administration and operation of the One Stop Centers. The designated One Stop Operator will provide all partners with an annual report that outlines budget expenditures/reconciliations, services provided, populations served and performance information. The source records for this report will be made available to all partners upon request. When a partner’s record retention policies are not equal to those stated in the WIOA (29 CFR 97.42), the most stringent of these policies should be applied. Generally, participant case files and fiscal records shall be maintained by each partner agency for a minimum of three years.

4. **TRANSFERABILITY OF MOU:** This MOU shall remain in full force and effect upon the designation of a One Stop Operator to the extent that the designated One Stop Operator shall assume the role of the Workforce Alliance as it applies to the areas of operational responsibility, records maintenance, reporting and performance standards, continuous improvement, EEO standards, operations and support of the collaborative effort as outlined in this MOU.



**Wichita Sedgwick County  
Community Action Partnership**

455 N. Main Street, 10th Floor • Wichita, KS 67202-1600

**T** 316.462.3775 **F** 316.337.9103

[www.wichita.gov](http://www.wichita.gov)

January 11, 2019

Workforce Alliance of South Central Kansas  
Attn: Chad Pettera  
300 W. Douglas, Suite 850  
Wichita, KS 67202

Dear Mr. Pettera:

Enclosed is the Memorandum of Understanding (MOU) Between the Workforce Alliance of South Central Kansas and One Stop System Partners with original City of Wichita signatures. Please return an executed copy after the MOU has been signed by the LWDB Chair and the CEOB Chair.

Let me know if you have questions and/or need additional information.

Sincerely,

Michelle Cole Rucker  
WSSCAP Program Manager

Enclosure

Cc: John E. Hall  
Donny Henning



**VI. SIGNATURE PAGE**

BY EXECUTING THIS MEMORANDUM OF UNDERSTANDING (MOU), as evidenced by the signatures set forth below, all parties represent that they have received a copy of this MOU, have reviewed the MOU, find it accurately reflects a general understanding of their role as a partner in the One Stop Centers, and agree to participate in and fully support all of the procedures, policies and processes set forth herein without reservation. The person(s) signing this MOU on behalf of each partner and/or its organization represent that they are duly authorized by the partner and/or its organization to execute this Memorandum of Understanding on its behalf.

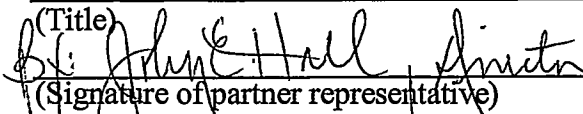
FOR THE PARTNER: City of Wichita- Housing and Community Services Department  
(Typed or printed partner agency name)

BY: Robert Layton  
(Typed or printed name of partner representative)

City Manager  
(Title)  
  
(Signature of partner representative)

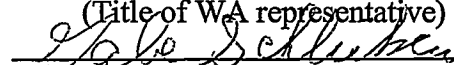
DATE: 1/8/19

John E. Hall  
(Typed or printed name of partner representative)

Director  
(Title)  
  
(Signature of partner representative)

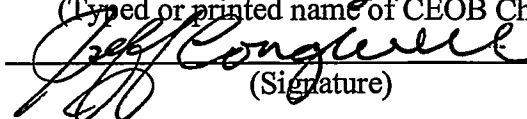
DATE: 1-10-19

FOR THE WA: Gabe Schlickau  
(Typed or printed name of WA representative)

Chair, Local Workforce Development Board- LAIV  
(Title of WA representative)  
  
(Signature of WA representative)

DATE: July 1, 2018

FOR THE CEOB: Jeff Longwell  
(Typed or printed name of CEOB Chair)

  
(Signature)

DATE: July 1, 2018

## Kansas Local Workforce Service Delivery Area IV

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# MEMORANDUM OF UNDERSTANDING

## Between the Workforce Alliance of South Central Kansas and One Stop System Partners

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### I. PURPOSE OF MEMORANDUM OF UNDERSTANDING

- A. PURPOSE: The purpose of this Memorandum of Understanding (MOU) is to provide information about the relationship between the above mentioned parties regarding their respective roles, duties, obligations and responsibilities and expectations for implementation of the provisions of section 121(c) of Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014. This MOU is also intended to contribute to a cooperative and mutually beneficial relationship between the Workforce Alliance of South Central Kansas (WA), the WIOA Local Workforce Development Board, and the various partners to coordinate resources to prevent duplication and ensure the effective delivery of workforce services, and to establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of job matching, education, support services, job training and other workforce development services. Parties to this document propose to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services and agencies. This MOU also documents the importance of WIOA performance measures and continuous improvement initiatives.
- B. PERIOD OF RELEVANCE: This MOU is designed to serve as a record of the relationship of the signatories from July 1, 2018 until June 30, 2020 unless modified by the partners. The Period of Relevance for each partner will commence upon the date of that partner's signature.

### II. INTRODUCTION/BACKGROUND

- A. BACKGROUND: The Workforce Alliance of South Central Kansas and the One Stop Centers partners developed this Memorandum of Understanding to ensure that the following principles of the Workforce Innovation and Opportunity Act of 2014 are implemented:
1. Universal Eligibility: All customers, including those with barriers to employment, will have access to job seeker services at each One Stop Center,

designed to provide information to make career and labor market decisions. Career services, training and support services will be made accessible on-site.

2. One Stop System Approach: All customers may explore work preparation and career development services and have access to information on a range of employment, training and adult and occupational education programs. Services will be made available through the One Stop Centers or WIOA Partner Programs.

3. Individual Choice: Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs, building on the advice and counseling provided by workforce centers staff.

4. Regional Development: To develop a workforce development system that upgrades the regional area workplace skills and enhances the economic development of the area. Services such as tax credits and labor market information will be made accessible on-site.

5. Cost-Effectiveness: All customers will have access to a system that minimizes costs, enhances the participation of employers and job seekers served through the system and does not duplicate services.

#### B. WORKFORCE ALLIANCE MISSION AND VISION:

##### Mission

Supporting and advancing a competitive workforce in South Central Kansas.

##### Vision

Growing the regional economy through a skilled workforce.

The Workforce Alliance works with employers and partners throughout Local Area IV to align services, leverage resources, and promote a seamless and integrated service delivery model in the region. This ensures both employers and job seekers are served at a high level creating the greatest community impact.

### III. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

- A. PARTIES AND THEIR ROLES: WIOA clearly identifies the One Stop System as the service delivery system for programs funded under the Act and its partner programs.

The One Stop System Partners are a collaboration of co-located and non-co-located partners who are responsible for administering WIOA, educational and other human resource programs and funding streams. The following parties are involved in the administration of WIOA and the Local Area IV One Stop System:



1. *Chief Elected Officials Board (CEOB)* which oversees the local workforce development system and represents the local governing authorities.
2. *Workforce Alliance of South Central Kansas (WA)*, the local Workforce Development Board (*LWDB*) designated to work in partnership with the CEOB and to establish policies and oversee the workforce development system.
3. *One Stop Operator (WA)*, designated by the CEOB as responsible for the coordination of activities at the physical One Stop Centers.
4. *One Stop System partners:*
  - i. Programs authorized under title I of WIOA, serving:
    1. Adults;
    2. Dislocated workers;
    3. Youth;
    4. Job Corps;
    5. Native American programs;
    6. Migrant and seasonal farmworker programs; and
    7. Veterans' workforce programs  
(WIOA sec. 121 (b)(1)(B)(i));
  - ii. Programs authorized under the Wagner-Peyser Act\* (29 U.S.C. 49 et seq.); (WIOA sec. 121 (b)(1)(B)(ii));
  - iii. Adult education and literacy activities authorized under title II of WIOA\*; (WIOA sec. 121(b)(1)(B)(iii));
  - iv. Programs authorized under parts A and B of title I of the Rehabilitation Act of 1973\* (29 U.S.C. 720 et seq.); (WIOA sec. 121(b)(1)(B)(iv));
  - v. Senior community service employment activities authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.); (WIOA sec. 121(b)(1)(B)(v));
  - vi. Postsecondary vocational education activities under the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301 et seq.); (WIOA sec. 121(b)(1)(B)(vi));
  - vii. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); (WIOA sec. 121(b)(1)(B)(vii));
  - viii. Activities authorized under chapter 41 of title 38, U.S.C. (local veterans' employment representatives and disabled veterans outreach programs); (WIOA sec. 121(b)(1)(B)(viii));
  - ix. Employment and training activities carried out under the Community Service Block Grant (42 U.S.C. 9901 et seq.); (WIOA sec. 121(b)(1)(B)(ix));
  - x. Employment and training activities carried out by the Department of Housing and Urban Development; (WIOA sec. 121(b)(1)(B)(x)); and

- xi. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law); (WIOA sec. 121(b)(1)(B)(xi).)
- xii. Programs authorized under section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) (WIOA sec. 121(b)(1)(B)(xii).)
- xiii. TANF Programs authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), subject to subparagraph (C). (WIOA sec. 121(b)(1)(B)(xiii).)

*\*Designates WIOA Core Partners*

#### **IV. PARTNER RESPONSIBILITIES**

WIOA Section 121(b) lists the minimum responsibilities of all required partners under WIOA. They include:

1. Making Career Services available, consistent, and coordinated through the one stop delivery system
2. Methods of referral of individuals between the one-stop operator and the one-stop partners for appropriate services and activities
3. 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 one-stop delivery system; and
4. Describing how the costs of such services and the operating costs of such system will be funded
5. The duration of the MOU and the procedures for amending the MOU throughout its duration.

Section 121(b) also allows for additional responsibilities to be determined. The following additional responsibilities are therefore also included as responsibilities for all required partners under WIOA:

1. Standards of services and branding for co-located partners
2. Commitment to cross training partner staff
3. Communication
4. Service delivery to employers

#### Availability of Career Services

Basic Career Services will be made available to all persons in accordance with applicable federal, state and local laws, rules, regulations and policies. Further assessments may indicate the need for provision of one on one and/or Training services. These services, customized and based upon Local Area IV are outlined in the Partner Referral Guidelines, Attachment B hereto.

Each partner is responsible for their provision of services associated with the One Stop System and determining eligibility for their programs, with the exception of Title I-Adult/ Dislocated Worker programs and Title III Wagner Peyser programs who jointly determine participant eligibility under each Title and work together under the local Integration Plan.

Partners will strive to provide services seamlessly and will seek to prevent duplication whenever possible.

### Referrals to System Partners

Referrals will be made to partner programs as appropriate. The Partner Handbook (Attachment A) includes partner referral guidelines and a universal referral form for initiating partner contact and to serve as documentation of the referral. Partners are expected to respond to referrals in a timely manner based on agency work flow and resources.

Supporting documentation, assessments, and other relevant information will be sent with the referral once a release of information is signed by the customer being referred.

Serving Populations with Multiple Barriers to Employment Partners will ensure services are available to individuals with barriers to employment. WIOA identifies the following groups as populations with multiple barriers to employment:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166
- Individuals with disabilities, including youth who are individuals with disabilities
- Older individuals
- Ex-offenders
- Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC. 14043e-2(6), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC. 11434a(2))
- Youth who are in or have aged out of the foster care system
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farmworkers, as defined in section 167(i)
- Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 USC. 601 et seq.)
- Single parents (including single pregnant women)
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Partners will conduct outreach activities targeting these populations in coordination with one another, actively referring customers to the most appropriate partner for the provision of services based on individual need and service availability.

### RESOURCE/COST SHARING

The provision of direct services to individuals and businesses is a key component of One Stop Centers. Each partner serves a specific segment of the population and provides services that benefit those individuals. Each partner is responsible for the funding of their direct program services. All co-located partners will share an equitable and proportionate responsibility for operational expenses of the One Stop Centers. Attachment C hereto outlines the cost sharing agreement.

### Continuous Improvement and Duration of MOU

All partners will participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration. To assure that services are responsive to the needs of the community, partners will survey customers to obtain feedback on customer satisfaction. All partners will participate in the ongoing development and improvement of One Stop System/Center procedures, policies and operational management through the activities of the One Stop Advisory Council. All partners will be part of a process that will continuously review the needs of the workforce and business community and refine the services of the One Stop Centers based upon those needs.

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The WA will coordinate a training calendar and work with One Stop partners to schedule trainings. One Stop partners will be asked to provide such cross-training at least biannually to their staff.

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One Stop Partners are invited to participate in the One Stop Advisory Council, a committee of the LWDB. Participating members will be required to keep contact information updated and serve as the liaison to the local staff of the One Stop Partner. This committee will be focused on the following:

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- New developments with each partner
- Development of web based/technology driven resources

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2. **Business Services** – Developing personalized strategies based on the Employer Needs Assessment that will innovatively address challenges in Recruitment, Hiring, Training, Business Closings or Layoffs

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including documentation of employer services, notices, job postings, and EEO reporting. A business services protocol will be established and training provided to all One Stop Partners participating in the provision of services to employers on the KANSASWORKS system.

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1. Compliance with all federal, state, and local laws, rules and regulations, including those established by the One Stop Centers so far as they are not in conflict with the specific application of any law, rule or regulation governing One Stop operation
2. Use of a “no wrong door approach” within the One Stop Center to create a customer friendly seamless service delivery system
3. All persons in the One Stop Centers are expected to practice a code of conduct which includes:
  - a. Presenting a professional appearance
  - b. Maintaining good work habits, e.g., practicing common courtesy, maintaining a neat workspace, being punctual, appreciating diversity, exceeding customer expectations
  - c. Compliance with established professional and ethical standards
  - d. Maintaining adequate levels of staffing during all hours of operation, including non-traditional hours
  - e. Shared responsibility for compliance with established security and emergency guidelines.

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All federally funded employment and training programs administered by One Stop Center partners will include a veteran priority system designed to provide maximum employment and training opportunities to veterans and other eligible persons that is established in accordance with applicable federal, state and local laws, rules, regulations and policies.

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The partners have agreed to maintain operational control and responsibility for staff assigned to the One Stop Centers, while assuring staff adhere to policies and procedures of the One Stop Centers. Any partner specific variances from the One Stop Centers’ policies and procedures should be documented in a supplemental agreement separate from and attached to this MOU. The One Stop Center Policies and Procedures are outlined in the Partners Handbook (Attachment A). All partners will follow the One Stop Policies and Procedures. Where there is a conflict between those policies and procedures and those of a partner agency, the partner agency’s policies and procedures shall take precedence when in compliance with applicable federal, state and local laws, rules, regulations and policies. The partner agencies and the designated One Stop Operator shall work together to minimize such conflicts.

## V. GENERAL PROVISIONS

- A. PERFORMANCE GOALS: All partners have agreed to work together to at least attain the WIOA Performance Measures for the One Stop Centers. The One Stop Operator (WA) will report on the progress of these measures and all partners agree to discuss ways of mutually attaining these performance measures to reach shared outcomes. The WIOA Performance Measures are issued annually.
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1. a) Except for amendments necessary for compliance with applicable federal, state and local laws, rules, regulations and policies and amendments as set forth in paragraph (2) below, non-partner specific amendment or modification of the information contained in this MOU may only be accomplished by written consent of all of the One Stop Center Partners. Any request to amend a provision should be made in writing to the WA and must be agreed to in writing by all partners. The WA will notify the other partners of the details of any requested modification. b) This MOU may also be modified from time to time without the prior consent of existing One Stop Center partners to add new One Stop Center partners. These new members may sign the MOU in its existing form as of the time that they are being added. All partners to the MOU will be notified in writing of additional parties joining in the MOU. Any adjustment of cost sharing items will be reviewed and adjusted by WA prior to adding additional partners.
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- G. NON-DISCRIMINATION:** All partners to this MOU are equal opportunity employers. All understand they must comply with 29 C.F.R. 37.30 which states it is against the law for a partner to discriminate on the following basis: against any individual in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her for participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.
- H. MAINTAIN A DRUG FREE WORKPLACE:** It is the policy of the WA to provide and maintain a safe and drug free workplace; therefore, all partners shall have a written policy regarding a drug free work place, having at least an equal force and effect as the policy currently in place with the Workforce Alliance.
- I. SECURITY AND SAFETY:** The Workforce Centers is a place that individuals may present a risk, but individuals can come to receive services, and equally promotes initiatives in the community to support appropriate employment to individuals with multiple barriers to employment. The LWDB asks that all One Stop System Partners follow the following safety standards:

1. Utilize work areas or offices that allow for easily exits or insure the presence of another staff/team member when meeting with a customer where there a potential risk.
2. Restrict access to items that may be used as a weapon.
3. If available inform the security guard when meeting with a customer that presents a risk. If security is not available coordinate services with a supervisor/manager.
4. Call the security guard should you feel uncomfortable or see a fellow staff member in an escalating situation. The security guard can be reach by dialing \*01 on all desk phones or by cell phone at 316-239-4802.
5. Ensure the security of Workforce Center proxy cards and inform helpdesk@workforce-ks.com should your proxy card be missing

In order to provide a productive and safe environment for all One Stop System Partners the LWDB requires all One Stop System Partners to disclose to senior leadership if an employee working out of or is collocated at one of the Workforce Centers in Local Area IV has a felony. All partners are required to perform adequate background checks on staff and volunteers. Please note the following provisions:

1. Individuals with crimes against a person will not be permitted to collocate or work out of LAIV Workforce Centers.
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J. MISCELLANEOUS:

1. **NO INDEMNIFICATION AND LIABILITY:** By executing this MOU each partner agrees to work together to deliver One Stop Centers services for employers, employees and those seeking employment. However, the partners are not legally “partners” to the extent that term encompasses joint and several liability. Each partner under this MOU is responsible for its own employees, representatives, agents and subcontractors.

2. **MUTUAL RESPECT OF ORGANIZATIONAL PRACTICES:** All partners identified in this MOU or in supplemental agreements to this MOU will respect each other’s organizational practices and management structures in the provision of services under the MOU to the extent allowable under applicable federal, state and local laws, rules, regulations and policies.

3. **RECORDS MAINTENANCE:** The One Stop Operator (WA) shall be responsible for all records pertaining to the administration and operation of



the One Stop Centers. The designated One Stop Operator will provide all partners with an annual report that outlines budget expenditures/reconciliations, services provided, populations served and performance information. The source records for this report will be made available to all partners upon request. When a partner's record retention policies are not equal to those stated in the WIOA (29 CFR 97.42), the most stringent of these policies should be applied. Generally, participant case files and fiscal records shall be maintained by each partner agency for a minimum of three years.

4. TRANSFERABILITY OF MOU: This MOU shall remain in full force and effect upon the designation of a One Stop Operator to the extent that the designated One Stop Operator shall assume the role of the Workforce Alliance as it applies to the areas of operational responsibility; records maintenance, reporting and performance standards, continuous improvement, EEO standards, operations and support of the collaborative effort as outlined in this MOU.

*[Handwritten signatures and text, likely representing the designated One Stop Operator and other parties to the MOU.]*

**VI. SIGNATURE PAGE**

BY EXECUTING THIS MEMORANDUM OF UNDERSTANDING (MOU), as evidenced by the signatures set forth below, all parties represent that they have received a copy of this MOU, have reviewed the MOU, find it accurately reflects a general understanding of their role as a partner in the One Stop Centers, and agree to participate in and fully support all of the procedures, policies and processes set forth herein without reservation. The person(s) signing this MOU on behalf of each partner and/or its organization represent that they are duly authorized by the partner and/or its organization to execute this Memorandum of Understanding on its behalf.

FOR THE PARTNER: Cowley Community College Adult Education Program and Carl Perkins  
(Typed or printed partner agency name)

BY: Jennifer L. Anderson  
(Typed or printed name of partner representative)

Director of Adult Education Programs  
(Title)

Jennifer Anderson  
(Signature of partner representative)

DATE: 12/12/18

FOR THE WA: Gabe Schlickau  
(Typed or printed name of WA representative)

Chair, Local Workforce Development Board- LAIV  
(Title of WA representative)

Gabe Schlickau  
(Signature of WA representative)

DATE: July 1, 2018

FOR THE CEOB: Jeff Longwell  
(Typed or printed name of CEOB Chair)

Jeff Longwell  
(Signature)

DATE: July 1, 2018

## Kansas Local Workforce Service Delivery Area IV

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# MEMORANDUM OF UNDERSTANDING

## Between the Workforce Alliance of South Central Kansas and One Stop System Partners

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### I. PURPOSE OF MEMORANDUM OF UNDERSTANDING

- A. PURPOSE: The purpose of this Memorandum of Understanding (MOU) is to provide information about the relationship between the above mentioned parties regarding their respective roles, duties, obligations and responsibilities and expectations for implementation of the provisions of section 121(c) of Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014. This MOU is also intended to contribute to a cooperative and mutually beneficial relationship between the Workforce Alliance of South Central Kansas (WA), the WIOA Local Workforce Development Board, and the various partners to coordinate resources to prevent duplication and ensure the effective delivery of workforce services, and to establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of job matching, education, support services, job training and other workforce development services. Parties to this document propose to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services and agencies. This MOU also documents the importance of WIOA performance measures and continuous improvement initiatives.
- B. PERIOD OF RELEVANCE: This MOU is designed to serve as a record of the relationship of the signatories from July 1, 2018 until June 30, 2020 unless modified by the partners. The Period of Relevance for each partner will commence upon the date of that partner's signature.

### II. INTRODUCTION/BACKGROUND

- A. BACKGROUND: The Workforce Alliance of South Central Kansas and the One Stop Centers partners developed this Memorandum of Understanding to ensure that the following principles of the Workforce Innovation and Opportunity Act of 2014 are implemented:
1. Universal Eligibility: All customers, including those with barriers to employment, will have access to job seeker services at each One Stop Center,

designed to provide information to make career and labor market decisions. Career services, training and support services will be made accessible on-site.

2. One Stop System Approach: All customers may explore work preparation and career development services and have access to information on a range of employment, training and adult and occupational education programs. Services will be made available through the One Stop Centers or WIOA Partner Programs.

3. Individual Choice: Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs, building on the advice and counseling provided by workforce centers staff.

4. Regional Development: To develop a workforce development system that upgrades the regional area workplace skills and enhances the economic development of the area. Services such as tax credits and labor market information will be made accessible on-site.

5. Cost-Effectiveness: All customers will have access to a system that minimizes costs, enhances the participation of employers and job seekers served through the system and does not duplicate services.

**B. WORKFORCE ALLIANCE MISSION AND VISION:**

Mission

Supporting and advancing a competitive workforce in South Central Kansas.

Vision

Growing the regional economy through a skilled workforce.

The Workforce Alliance works with employers and partners throughout Local Area IV to align services, leverage resources, and promote a seamless and integrated service delivery model in the region. This ensures both employers and job seekers are served at a high level creating the greatest community impact.

**III. PARTIES TO THE MEMORANDUM OF UNDERSTANDING**

A. PARTIES AND THEIR ROLES: WIOA clearly identifies the One Stop System as the service delivery system for programs funded under the Act and its partner programs.

The One Stop System Partners are a collaboration of co-located and non-co-located partners who are responsible for administering WIOA, educational and other human resource programs and funding streams. The following parties are involved in the administration of WIOA and the Local Area IV One Stop System:

1. *Chief Elected Officials Board (CEOB)* which oversees the local workforce development system and represents the local governing authorities.
2. *Workforce Alliance of South Central Kansas (WA)*, the local Workforce Development Board (*LWDB*) designated to work in partnership with the CEOB and to establish policies and oversee the workforce development system.
3. *One Stop Operator (WA)*, designated by the CEOB as responsible for the coordination of activities at the physical One Stop Centers.
4. *One Stop System partners:*
  - i. Programs authorized under title I of WIOA, serving:
    1. Adults;
    2. Dislocated workers;
    3. Youth;
    4. Job Corps;
    5. Native American programs;
    6. Migrant and seasonal farmworker programs; and
    7. Veterans' workforce programs  
(WIOA sec. 121 (b)(1)(B)(i));
  - ii. Programs authorized under the Wagner-Peyser Act\* (29 U.S.C. 49 et seq.); (WIOA sec. 121 (b)(1)(B)(ii));
  - iii. Adult education and literacy activities authorized under title II of WIOA\*; (WIOA sec. 121(b)(1)(B)(iii));
  - iv. Programs authorized under parts A and B of title I of the Rehabilitation Act of 1973\* (29 U.S.C. 720 et seq.); (WIOA sec. 121(b)(1)(B)(iv));
  - v. Senior community service employment activities authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.); (WIOA sec. 121(b)(1)(B)(v));
  - vi. Postsecondary vocational education activities under the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301 et seq.); (WIOA sec. 121(b)(1)(B)(vi));
  - vii. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); (WIOA sec. 121(b)(1)(B)(vii));
  - viii. Activities authorized under chapter 41 of title 38, U.S.C. (local veterans' employment representatives and disabled veterans outreach programs); (WIOA sec. 121(b)(1)(B)(viii));
  - ix. Employment and training activities carried out under the Community Service Block Grant (42 U.S.C. 9901 et seq.); (WIOA sec. 121(b)(1)(B)(ix));
  - x. Employment and training activities carried out by the Department of Housing and Urban Development; (WIOA sec. 121(b)(1)(B)(x)); and

- xi. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law); (WIOA sec. 121(b)(1)(B)(xi).)
  - xii. Programs authorized under section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) (WIOA sec. 121(b)(1)(B)(xii).)
  - xiii. TANF Programs authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), subject to subparagraph (C). (WIOA sec. 121(b)(1)(B)(xiii).)
- \*Designates WIOA Core Partners*

#### **IV. PARTNER RESPONSIBILITIES**

WIOA Section 121(b) lists the minimum responsibilities of all required partners under WIOA. They include:

1. Making Career Services available, consistent, and coordinated through the one stop delivery system
2. Methods of referral of individuals between the one-stop operator and the one-stop partners for appropriate services and activities
3. 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 one-stop delivery system; and
4. Describing how the costs of such services and the operating costs of such system will be funded
5. The duration of the MOU and the procedures for amending the MOU throughout its duration.

Section 121(b) also allows for additional responsibilities to be determined. The following additional responsibilities are therefore also included as responsibilities for all required partners under WIOA:

1. Standards of services and branding for co-located partners
2. Commitment to cross training partner staff
3. Communication
4. Service delivery to employers

#### Availability of Career Services

Basic Career Services will be made available to all persons in accordance with applicable federal, state and local laws, rules, regulations and policies. Further assessments may indicate the need for provision of one on one and/or Training services. These services, customized and based upon Local Area IV are outlined in the Partner Referral Guidelines, Attachment B hereto.

Each partner is responsible for their provision of services associated with the One Stop System and determining eligibility for their programs, with the exception of Title I-Adult/ Dislocated Worker programs and Title III Wagner Peyser programs who jointly determine participant eligibility under each Title and work together under the local Integration Plan.

Partners will strive to provide services seamlessly and will seek to prevent duplication whenever possible.

### Referrals to System Partners

Referrals will be made to partner programs as appropriate. The Partner Handbook (Attachment A) includes partner referral guidelines and a universal referral form for initiating partner contact and to serve as documentation of the referral. Partners are expected to respond to referrals in a timely manner based on agency work flow and resources.

Supporting documentation, assessments, and other relevant information will be sent with the referral once a release of information is signed by the customer being referred.

Serving Populations with Multiple Barriers to Employment Partners will ensure services are available to individuals with barriers to employment. WIOA identifies the following groups as populations with multiple barriers to employment:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166
- Individuals with disabilities, including youth who are individuals with disabilities
- Older individuals
- Ex-offenders
- Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC. 14043e-2(6), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC. 11434a(2))
- Youth who are in or have aged out of the foster care system
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farmworkers, as defined in section 167(i)
- Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 USC. 601 et seq.)
- Single parents (including single pregnant women)
- Long-term unemployed individuals

Partners will conduct outreach activities targeting these populations in coordination with one another, actively referring customers to the most appropriate partner for the provision of services based on individual need and service availability.

### RESOURCE/COST SHARING

The provision of direct services to individuals and businesses is a key component of One Stop Centers. Each partner serves a specific segment of the population and provides services that benefit those individuals. Each partner is responsible for the funding of their direct program services. All co-located partners will share an equitable and proportionate responsibility for operational expenses of the One Stop Centers. Attachment C hereto outlines the cost sharing agreement.

### Continuous Improvement and Duration of MOU

All partners will participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration. To assure that services are responsive to the needs of the community, partners will survey customers to obtain feedback on customer satisfaction. All partners will participate in the ongoing development and improvement of One Stop System/Center procedures, policies and operational management through the activities of the One Stop Advisory Council. All partners will be part of a process that will continuously review the needs of the workforce and business community and refine the services of the One Stop Centers based upon those needs.

This MOU is designed to serve as a record of the relationship of the signatories from July 1, 2016 until June 30, 2020 unless modified by the partners. A review of the MOU will take place in 2018. The Period of Relevance for each partner will commence upon the date of that partner's signature.

### Cross Training

In order to integrate services, reduce duplication, and improve overall service delivery, One Stop partners will encourage, accommodate staff and/or provide training and cross-training, as deemed appropriate, to ensure that all partners' staff are familiar with the programs represented within the One Stop System.

The WA will coordinate a training calendar and work with One Stop partners to schedule trainings. One Stop partners will be asked to provide such cross-training at least biannually to their staff.

### Communication

One Stop Partners are invited to participate in the One Stop Advisory Council, a committee of the LWDB. Participating members will be required to keep contact information updated and serve as the liaison to the local staff of the One Stop Partner. This committee will be focused on the following:

- Service delivery system improvement and enhancement
- Training opportunities
- New developments with each partner
- Development of web based/technology driven resources

### Services to Employers

One Stop Partners engage in two types of services to employers

1. **Outreach**- Educating and providing general information to employers about how Business Services can be their one-stop solution to employment related challenges
2. **Business Services** – Developing personalized strategies based on the Employer Needs Assessment that will innovatively address challenges in Recruitment, Hiring, Training, Business Closings or Layoffs

One Stop Partners will agree to use a common Employer Needs Assessment (Attachment D) and will make an automatic referral or inclusion to other One Stop Partners based on the employer's need. KANSASWORKS.com will be used for Business Outreach and Services activities



including documentation of employer services, notices, job postings, and EEO reporting. A business services protocol will be established and training provided to all One Stop Partners participating in the provision of services to employers on the KANSASWORKS system.

#### STANDARD OF SERVICE FOR ONE STOP CAREER CENTERS

All partners are expected to adhere to established standards for providing services in the One Stop Center, including:

1. Compliance with all federal, state, and local laws, rules and regulations, including those established by the One Stop Centers so far as they are not in conflict with the specific application of any law, rule or regulation governing One Stop operation
2. Use of a “no wrong door approach” within the One Stop Center to create a customer friendly seamless service delivery system
3. All persons in the One Stop Centers are expected to practice a code of conduct which includes:
  - a. Presenting a professional appearance
  - b. Maintaining good work habits, e.g., practicing common courtesy, maintaining a neat workspace, being punctual, appreciating diversity, exceeding customer expectations
  - c. Compliance with established professional and ethical standards
  - d. Maintaining adequate levels of staffing during all hours of operation, including non-traditional hours
  - e. Shared responsibility for compliance with established security and emergency guidelines.

#### 5. VETERANS PREFERENCE

All federally funded employment and training programs administered by One Stop Center partners will include a veteran priority system designed to provide maximum employment and training opportunities to veterans and other eligible persons that is established in accordance with applicable federal, state and local laws, rules, regulations and policies.

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5. Ensure the security of Workforce Center proxy cards and inform helpdesk@workforce-ks.com should your proxy card be missing

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1. Individuals with crimes against a person will not be permitted to collocate or work out of LAIV Workforce Centers.
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1. **NO INDEMNIFICATION AND LIABILITY:** By executing this MOU each partner agrees to work together to deliver One Stop Centers services for employers, employees and those seeking employment. However, the partners are not legally “partners” to the extent that term encompasses joint and several liability. Each partner under this MOU is responsible for its own employees, representatives, agents and subcontractors.

2. **MUTUAL RESPECT OF ORGANIZATIONAL PRACTICES:** All partners identified in this MOU or in supplemental agreements to this MOU will respect each other’s organizational practices and management structures in the provision of services under the MOU to the extent allowable under applicable federal, state and local laws, rules, regulations and policies.

3. **RECORDS MAINTENANCE:** The One Stop Operator (WA) shall be responsible for all records pertaining to the administration and operation of

the One Stop Centers. The designated One Stop Operator will provide all partners with an annual report that outlines budget expenditures/reconciliations, services provided, populations served and performance information. The source records for this report will be made available to all partners upon request. When a partner's record retention policies are not equal to those stated in the WIOA (29 CFR 97.42), the most stringent of these policies should be applied. Generally, participant case files and fiscal records shall be maintained by each partner agency for a minimum of three years.

4. TRANSFERABILITY OF MOU: This MOU shall remain in full force and effect upon the designation of a One Stop Operator to the extent that the designated One Stop Operator shall assume the role of the Workforce Alliance as it applies to the areas of operational responsibility, records maintenance, reporting and performance standards, continuous improvement, EEO standards, operations and support of the collaborative effort as outlined in this MOU.

**VI. SIGNATURE PAGE**

BY EXECUTING THIS MEMORANDUM OF UNDERSTANDING (MOU), as evidenced by the signatures set forth below, all parties represent that they have received a copy of this MOU, have reviewed the MOU, find it accurately reflects a general understanding of their role as a partner in the One Stop Centers, and agree to participate in and fully support all of the procedures, policies and processes set forth herein without reservation. The person(s) signing this MOU on behalf of each partner and/or its organization represent that they are duly authorized by the partner and/or its organization to execute this Memorandum of Understanding on its behalf.

FOR THE PARTNER: Flint Hills Job Corps  
(Typed or printed partner agency name)

BY: Johnny Taylor  
(Typed or printed name of partner representative)

J. C. D.  
(Title)

[Signature]  
(Signature of partner representative)

DATE: 7/9/19

FOR THE WA: Gabe Schlickau  
(Typed or printed name of WA representative)

Chair, Local Workforce Development Board- LAIV  
(Title of WA representative)

[Signature]  
(Signature of WA representative)

DATE: July 1, 2018

FOR THE CEOB: Jeff Langwell  
(Typed or printed name of CEOB Chair)

[Signature]  
(Signature)

DATE: July 1, 2018

## Kansas Local Workforce Service Delivery Area IV

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# MEMORANDUM OF UNDERSTANDING

## Between the Workforce Alliance of South Central Kansas and One Stop System Partners

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### I. PURPOSE OF MEMORANDUM OF UNDERSTANDING

- A. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to provide information about the relationship between the above mentioned parties regarding their respective roles, duties, obligations and responsibilities and expectations for implementation of the provisions of section 121(c) of Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014. This MOU is also intended to contribute to a cooperative and mutually beneficial relationship between the Workforce Alliance of South Central Kansas (WA), the WIOA Local Workforce Development Board, and the various partners to coordinate resources to prevent duplication and ensure the effective delivery of workforce services, and to establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of job matching, education, support services, job training and other workforce development services. Parties to this document propose to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services and agencies. This MOU also documents the importance of WIOA performance measures and continuous improvement initiatives.
- B. **PERIOD OF RELEVANCE:** This MOU is designed to serve as a record of the relationship of the signatories from July 1, 2018 until June 30, 2020 unless modified by the partners. The Period of Relevance for each partner will commence upon the date of that partner's signature.

### II. INTRODUCTION/BACKGROUND

- A. **BACKGROUND:** The Workforce Alliance of South Central Kansas and the One Stop Centers partners developed this Memorandum of Understanding to ensure that the following principles of the Workforce Innovation and Opportunity Act of 2014 are implemented:
1. **Universal Eligibility:** All customers, including those with barriers to employment, will have access to job seeker services at each One Stop Center,

designed to provide information to make career and labor market decisions. Career services, training and support services will be made accessible on-site.

2. One Stop System Approach: All customers may explore work preparation and career development services and have access to information on a range of employment, training and adult and occupational education programs. Services will be made available through the One Stop Centers or WIOA Partner Programs.

3. Individual Choice: Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs, building on the advice and counseling provided by workforce centers staff.

4. Regional Development: To develop a workforce development system that upgrades the regional area workplace skills and enhances the economic development of the area. Services such as tax credits and labor market information will be made accessible on-site.

5. Cost-Effectiveness: All customers will have access to a system that minimizes costs, enhances the participation of employers and job seekers served through the system and does not duplicate services.

#### B. WORKFORCE ALLIANCE MISSION AND VISION:

##### Mission

Supporting and advancing a competitive workforce in South Central Kansas.

##### Vision

Growing the regional economy through a skilled workforce.

The Workforce Alliance works with employers and partners throughout Local Area IV to align services, leverage resources, and promote a seamless and integrated service delivery model in the region. This ensures both employers and job seekers are served at a high level creating the greatest community impact.

### III. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

- A. PARTIES AND THEIR ROLES: WIOA clearly identifies the One Stop System as the service delivery system for programs funded under the Act and its partner programs.

The One Stop System Partners are a collaboration of co-located and non-co-located partners who are responsible for administering WIOA, educational and other human resource programs and funding streams. The following parties are involved in the administration of WIOA and the Local Area IV One Stop System:



1. *Chief Elected Officials Board (CEOB)* which oversees the local workforce development system and represents the local governing authorities.
2. *Workforce Alliance of South Central Kansas (WA)*, the local Workforce Development Board (*LWDB*) designated to work in partnership with the CEOB and to establish policies and oversee the workforce development system.
3. *One Stop Operator (WA)*, designated by the CEOB as responsible for the coordination of activities at the physical One Stop Centers.
4. *One Stop System partners:*
  - i. Programs authorized under title I of WIOA, serving:
    1. Adults;
    2. Dislocated workers;
    3. Youth;
    4. Job Corps;
    5. Native American programs;
    6. Migrant and seasonal farmworker programs; and
    7. Veterans' workforce programs  
(WIOA sec. 121 (b)(1)(B)(i));
  - ii. Programs authorized under the Wagner-Peyser Act\* (29 U.S.C. 49 et seq.); (WIOA sec. 121 (b)(1)(B)(ii));
  - iii. Adult education and literacy activities authorized under title II of WIOA\*; (WIOA sec. 121(b)(1)(B)(iii));
  - iv. Programs authorized under parts A and B of title I of the Rehabilitation Act of 1973\* (29 U.S.C. 720 et seq.); (WIOA sec. 121(b)(1)(B)(iv));
  - v. Senior community service employment activities authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.); (WIOA sec. 121(b)(1)(B)(v));
  - vi. Postsecondary vocational education activities under the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301 et seq.); (WIOA sec. 121(b)(1)(B)(vi));
  - vii. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); (WIOA sec. 121(b)(1)(B)(vii));
  - viii. Activities authorized under chapter 41 of title 38, U.S.C. (local veterans' employment representatives and disabled veterans outreach programs); (WIOA sec. 121(b)(1)(B)(viii));
  - ix. Employment and training activities carried out under the Community Service Block Grant (42 U.S.C. 9901 et seq.); (WIOA sec. 121(b)(1)(B)(ix));
  - x. Employment and training activities carried out by the Department of Housing and Urban Development; (WIOA sec. 121(b)(1)(B)(x)); and

- xi. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law); (WIOA sec. 121(b)(1)(B)(xi).)
- xii. Programs authorized under section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) (WIOA sec. 121(b)(1)(B)(xii).)
- xiii. TANF Programs authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), subject to subparagraph (C). (WIOA sec. 121(b)(1)(B)(xiii).)

*\*Designates WIOA Core Partners*

#### **IV. PARTNER RESPONSIBILITIES**

WIOA Section 121(b) lists the minimum responsibilities of all required partners under WIOA. They include:

1. Making Career Services available, consistent, and coordinated through the one stop delivery system
2. Methods of referral of individuals between the one-stop operator and the one-stop partners for appropriate services and activities
3. 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 one-stop delivery system; and
4. Describing how the costs of such services and the operating costs of such system will be funded
5. The duration of the MOU and the procedures for amending the MOU throughout its duration.

Section 121(b) also allows for additional responsibilities to be determined. The following additional responsibilities are therefore also included as responsibilities for all required partners under WIOA:

1. Standards of services and branding for co-located partners
2. Commitment to cross training partner staff
3. Communication
4. Service delivery to employers

#### Availability of Career Services

Basic Career Services will be made available to all persons in accordance with applicable federal, state and local laws, rules, regulations and policies. Further assessments may indicate the need for provision of one on one and/or Training services. These services, customized and based upon Local Area IV are outlined in the Partner Referral Guidelines, Attachment B hereto.

Each partner is responsible for their provision of services associated with the One Stop System and determining eligibility for their programs, with the exception of Title I-Adult/ Dislocated Worker programs and Title III Wagner Peyser programs who jointly determine participant eligibility under each Title and work together under the local Integration Plan.

Partners will strive to provide services seamlessly and will seek to prevent duplication whenever possible.

#### Referrals to System Partners

Referrals will be made to partner programs as appropriate. The Partner Handbook (Attachment A) includes partner referral guidelines and a universal referral form for initiating partner contact and to serve as documentation of the referral. Partners are expected to respond to referrals in a timely manner based on agency work flow and resources.

Supporting documentation, assessments, and other relevant information will be sent with the referral once a release of information is signed by the customer being referred.

Serving Populations with Multiple Barriers to Employment Partners will ensure services are available to individuals with barriers to employment. WIOA identifies the following groups as populations with multiple barriers to employment:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166
- Individuals with disabilities, including youth who are individuals with disabilities
- Older individuals
- Ex-offenders
- Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC. 14043e-2(6), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC. 11434a(2))
- Youth who are in or have aged out of the foster care system
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farmworkers, as defined in section 167(i)
- Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 USC. 601 et seq.)
- Single parents (including single pregnant women)
- Long-term unemployed individuals

Partners will conduct outreach activities targeting these populations in coordination with one another, actively referring customers to the most appropriate partner for the provision of services based on individual need and service availability.

#### RESOURCE/COST SHARING

The provision of direct services to individuals and businesses is a key component of One Stop Centers. Each partner serves a specific segment of the population and provides services that benefit those individuals. Each partner is responsible for the funding of their direct program services. All co-located partners will share an equitable and proportionate responsibility for operational expenses of the One Stop Centers. Attachment C hereto outlines the cost sharing agreement.

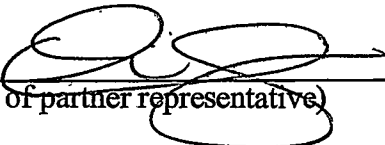
**VI. SIGNATURE PAGE**

BY EXECUTING THIS MEMORANDUM OF UNDERSTANDING (MOU), as evidenced by the signatures set forth below, all parties represent that they have received a copy of this MOU, have reviewed the MOU, find it accurately reflects a general understanding of their role as a partner in the One Stop Centers, and agree to participate in and fully support all of the procedures, policies and processes set forth herein without reservation. The person(s) signing this MOU on behalf of each partner and/or its organization represent that they are duly authorized by the partner and/or its organization to execute this Memorandum of Understanding on its behalf.

FOR THE PARTNER: Goodwill Industries / NexStep Alliance  
(Typed or printed partner agency name)

BY: Mr. Christopher Stanyer  
(Typed or printed name of partner representative)

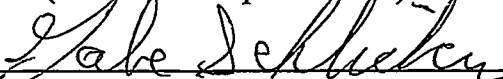
Director  
(Title)

  
(Signature of partner representative)

DATE: 12-3-18

FOR THE WA: Gabe Schlickau  
(Typed or printed name of WA representative)

Chair, Local Workforce Development Board- LAIV  
(Title of WA representative)

  
(Signature of WA representative)

DATE: July 1, 2018

FOR THE CEOB: Jeff Longwell  
(Typed or printed name of CEOB Chair)

  
(Signature)

DATE: July 1, 2018

Handwritten text, possibly a signature or name, located in the lower center of the page.

## Kansas Local Workforce Service Delivery Area IV

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# MEMORANDUM OF UNDERSTANDING

## Between the Workforce Alliance of South Central Kansas and One Stop System Partners

---

### I. PURPOSE OF MEMORANDUM OF UNDERSTANDING

- A. PURPOSE: The purpose of this Memorandum of Understanding (MOU) is to provide information about the relationship between the above mentioned parties regarding their respective roles, duties, obligations and responsibilities and expectations for implementation of the provisions of section 121(c) of Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014. This MOU is also intended to contribute to a cooperative and mutually beneficial relationship between the Workforce Alliance of South Central Kansas (WA), the WIOA Local Workforce Development Board, and the various partners to coordinate resources to prevent duplication and ensure the effective delivery of workforce services, and to establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of job matching, education, support services, job training and other workforce development services. Parties to this document propose to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services and agencies. This MOU also documents the importance of WIOA performance measures and continuous improvement initiatives.
- B. PERIOD OF RELEVANCE: This MOU is designed to serve as a record of the relationship of the signatories from July 1, 2018 until June 30, 2020 unless modified by the partners. The Period of Relevance for each partner will commence upon the date of that partner's signature.

### II. INTRODUCTION/BACKGROUND

- A. BACKGROUND: The Workforce Alliance of South Central Kansas and the One Stop Centers partners developed this Memorandum of Understanding to ensure that the following principles of the Workforce Innovation and Opportunity Act of 2014 are implemented:
1. Universal Eligibility: All customers, including those with barriers to employment, will have access to job seeker services at each One Stop Center,

designed to provide information to make career and labor market decisions. Career services, training and support services will be made accessible on-site.

2. One Stop System Approach: All customers may explore work preparation and career development services and have access to information on a range of employment, training and adult and occupational education programs. Services will be made available through the One Stop Centers or WIOA Partner Programs.

3. Individual Choice: Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs, building on the advice and counseling provided by workforce centers staff.

4. Regional Development: To develop a workforce development system that upgrades the regional area workplace skills and enhances the economic development of the area. Services such as tax credits and labor market information will be made accessible on-site.

5. Cost-Effectiveness: All customers will have access to a system that minimizes costs, enhances the participation of employers and job seekers served through the system and does not duplicate services.

#### B. WORKFORCE ALLIANCE MISSION AND VISION:

##### Mission

Supporting and advancing a competitive workforce in South Central Kansas.

##### Vision

Growing the regional economy through a skilled workforce.

The Workforce Alliance works with employers and partners throughout Local Area IV to align services, leverage resources, and promote a seamless and integrated service delivery model in the region. This ensures both employers and job seekers are served at a high level creating the greatest community impact.

### III. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

- A. PARTIES AND THEIR ROLES: WIOA clearly identifies the One Stop System as the service delivery system for programs funded under the Act and its partner programs.

The One Stop System Partners are a collaboration of co-located and non-co-located partners who are responsible for administering WIOA, educational and other human resource programs and funding streams. The following parties are involved in the administration of WIOA and the Local Area IV One Stop System:

1. *Chief Elected Officials Board (CEOB)* which oversees the local workforce development system and represents the local governing authorities.
2. *Workforce Alliance of South Central Kansas (WA)*, the local Workforce Development Board (*LWDB*) designated to work in partnership with the CEOB and to establish policies and oversee the workforce development system.
3. *One Stop Operator*, selected by the CEOB and the LWDB is responsible for the coordination of activities at the physical One Stop Centers.
4. *One Stop System partners*:
  - i. Programs authorized under title I of WIOA, serving:
    1. Adults;
    2. Dislocated workers;
    3. Youth;
    4. Job Corps;
    5. Native American programs;
    6. Migrant and seasonal farmworker programs; and
    7. Veterans' workforce programs  
(WIOA sec. 121 (b)(1)(B)(i));
  - ii. Programs authorized under the Wagner-Peyser Act\* (29 U.S.C. 49 et seq.); (WIOA sec. 121 (b)(1)(B)(ii));
  - iii. Adult education and literacy activities authorized under title II of WIOA\*; (WIOA sec. 121(b)(1)(B)(iii));
  - iv. Programs authorized under parts A and B of title I of the Rehabilitation Act of 1973\* (29 U.S.C. 720 et seq.); (WIOA sec. 121(b)(1)(B)(iv));
  - v. Senior community service employment activities authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.); (WIOA sec. 121(b)(1)(B)(v));
  - vi. Postsecondary vocational education activities under the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301 et seq.); (WIOA sec. 121(b)(1)(B)(vi));
  - vii. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); (WIOA sec. 121(b)(1)(B)(vii));
  - viii. Activities authorized under chapter 41 of title 38, U.S.C. (local veterans' employment representatives and disabled veterans outreach programs); (WIOA sec. 121(b)(1)(B)(viii));
  - ix. Employment and training activities carried out under the Community Service Block Grant (42 U.S.C. 9901 et seq.); (WIOA sec. 121(b)(1)(B)(ix));
  - x. Employment and training activities carried out by the Department of Housing and Urban Development; (WIOA sec. 121(b)(1)(B)(x)); and



- xi. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law); (WIOA sec. 121(b)(1)(B)(xi).)
- xii. Programs authorized under section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) (WIOA sec. 121(b)(1)(B)(xii).)
- xiii. TANF Programs authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), subject to subparagraph (C). (WIOA sec. 121(b)(1)(B)(xiii).)

*\*Designates WIOA Core Partners*

#### IV. PARTNER RESPONSIBILITIES

WIOA Section 121(b) lists the minimum responsibilities of all required partners under WIOA. They include:

1. Making Career Services available, consistent, and coordinated through the one stop delivery system
2. Methods of referral of individuals between the one-stop operator and the one-stop partners for appropriate services and activities
3. 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 one-stop delivery system; and
4. Describing how the costs of such services and the operating costs of such system will be funded
5. The duration of the MOU and the procedures for amending the MOU throughout its duration.

Section 121(b) also allows for additional responsibilities to be determined. The following additional responsibilities are therefore also included as responsibilities for all required partners under WIOA:

1. Standards of services and branding for co-located partners
2. Commitment to cross training partner staff
3. Communication
4. Service delivery to employers

#### Availability of Career Services

Basic Career Services will be made available to all persons in accordance with applicable federal, state and local laws, rules, regulations and policies. Further assessments may indicate the need for provision of one on one and/or Training services. These services, customized and based upon Local Area IV are outlined in the Partner Referral Guidelines, Attachment B hereto.

Each partner is responsible for their provision of services associated with the One Stop System and determining eligibility for their programs. Title I-Adult/Dislocated Worker programs and Title III Wagner Peyser programs will work jointly to gather information and submit cases for participant eligibility under each title. Partners will work together under the Local Integration Plan for career services outlined in the respective programs.

Partners will strive to provide services seamlessly and will seek to prevent duplication whenever possible.

#### Referrals to System Partners

Referrals will be made to partner programs as appropriate. The Partner Handbook (Attachment A) includes partner referral guidelines and a universal referral form for initiating partner contact and to serve as documentation of the referral. Partners are expected to respond to referrals in a timely manner based on agency work flow and resources.

Supporting documentation, assessments, and other relevant information will be sent with the referral once a release of information is signed by the customer being referred.

Serving Populations with Multiple Barriers to Employment Partners will ensure services are available to individuals with barriers to employment. WIOA identifies the following groups as populations with multiple barriers to employment:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166
- Individuals with disabilities, including youth who are individuals with disabilities
- Older individuals
- Ex-offenders
- Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC. 14043e-2(6), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC. 11434a(2))
- Youth who are in or have aged out of the foster care system
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farmworkers, as defined in section 167(i)
- Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 USC. 601 et seq.)
- Single parents (including single pregnant women)
- Long-term unemployed individuals

Partners will conduct outreach activities targeting these populations in coordination with one another, actively referring customers to the most appropriate partner for the provision of services based on individual need and service availability.

#### RESOURCE/COST SHARING

The provision of direct services to individuals and businesses is a key component of One Stop Centers. Each partner serves a specific segment of the population and provides services that benefit those individuals. Each partner is responsible for the funding of their direct program services and funding infrastructure costs of the self service areas in the one stops. All co-located partners will share an equitable and proportionate responsibility for operational expenses of the One Stop Centers. Attachment C hereto outlines the cost sharing agreement.

### Continuous Improvement and Duration of MOU

All partners will participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration. To assure that services are responsive to the needs of the community, partners will survey customers to obtain feedback on customer satisfaction. All partners will participate in the ongoing development and improvement of One Stop System/Center procedures, policies and operational management through the activities of the One Stop Advisory Council. All partners will be part of a process that will continuously review the needs of the workforce and business community and refine the services of the One Stop Centers based upon those needs.

This MOU is designed to serve as a record of the relationship of the signatories from July 1, 2018 until June 30, 2020 unless modified by the partners. The Period of Relevance for each partner will commence upon the date of that partner's signature.

### Cross Training

In order to integrate services, reduce duplication, and improve overall service delivery, One Stop partners will encourage, accommodate staff and/or provide training and cross-training, as deemed appropriate, to ensure that all partners' staff are familiar with the programs represented within the One Stop System.

The WA will coordinate a training calendar and work with One Stop partners to schedule trainings. One Stop partners will be asked to provide such cross-training at least biannually to their staff.

### Communication

One Stop Partners are invited to participate in the One Stop Advisory Council, a committee of the LWDB. Participating members will be required to keep contact information updated and serve as the liaison to the local staff of the One Stop Partner. This committee will be focused on the following:

- Service delivery system improvement and enhancement
- Training opportunities
- New developments with each partner
- Development of web based/technology driven resources

### Services to Employers

One Stop Partners engage in two types of services to employers

1. **Outreach**- Educating and providing general information to employers about how Business Services can be their one-stop solution to employment related challenges
2. **Business Services** – Developing personalized strategies based on the Employer Needs Assessment that will innovatively address challenges in Recruitment, Hiring, Training, Business Closings or Layoffs

One Stop Partners will agree to use a common Employer Needs Assessment (Attachment D) and will make an automatic referral or inclusion to other One Stop Partners based on the employer's need. KANSASWORKS.com will be used for Business Outreach and Services

activities including documentation of employer services, notices, job postings, and EEO reporting. A business services protocol will be established and training provided to all One Stop Partners participating in the provision of services to employers on the KANSASWORKS system.

#### STANDARD OF SERVICE FOR ONE STOP CAREER CENTERS

All partners are expected to adhere to established standards for providing services in the One Stop Center, including:

1. Compliance with all federal, state, and local laws, rules and regulations, including those established by the One Stop Centers so far as they are not in conflict with the specific application of any law, rule or regulation governing One Stop operation
2. Use of a “no wrong door approach” within the One Stop Center to create a customer friendly seamless service delivery system
3. All persons in the One Stop Centers are expected to practice a code of conduct which includes:
  - a. Presenting a professional appearance
  - b. Maintaining good work habits, e.g., practicing common courtesy, maintaining a neat workspace, being punctual, appreciating diversity, exceeding customer expectations
  - c. Compliance with established professional and ethical standards
  - d. Maintaining adequate levels of staffing during all hours of operation, including non-traditional hours
  - e. Shared responsibility for compliance with established security and emergency guidelines.

#### 5. VETERANS PREFERENCE

All federally funded employment and training programs administered by One Stop Center partners will include a veteran priority system designed to provide maximum employment and training opportunities to veterans and other eligible persons that is established in accordance with applicable federal, state and local laws, rules, regulations and policies.

#### 6. ONE STOP CENTER POLICIES AND PROCEDURES

The partners have agreed to maintain operational control and responsibility for staff assigned to the One Stop Centers, while assuring staff adhere to policies and procedures of the One Stop Centers. Any partner specific variances from the One Stop Centers’ policies and procedures should be documented in a supplemental agreement separate from and attached to this MOU. The One Stop Center Policies and Procedures are outlined in the Partners Handbook (Attachment A). All partners will follow the One Stop Policies and Procedures. Where there is a conflict between those policies and procedures and those of a partner agency, the partner agency’s policies and procedures shall take precedence when in compliance with applicable federal, state and local laws,

rules, regulations and policies. The partner agencies and the designated One Stop Operator shall work together to minimize such conflicts.

## V. GENERAL PROVISIONS

- A. PERFORMANCE GOALS: All partners have agreed to work together to at least attain the Performance Measures for the One Stop Centers Programs. The One Stop Operator (WA) will report on the progress of these measures and all partners agree to discuss ways of mutually attaining these performance measures to reach shared outcomes. The WIOA Performance Measures are issued annually.
- B. PERFORMANCE REPORTING: All partners have agreed to participate in a common intake, referral and individual tracking system operating through the One Stop Centers. Whenever WIOA funds are expended in part or whole for service for an individual, all partners agree to enter/maintain that individual information in the automated system. In addition, all partners agree to refer and/or enter all job openings on this system.
- C. INFORMATION SHARING/CONFIDENTIALITY: All partners agree that information issued, received by or exchanged between partners pursuant to their involvement with the One Stop Center will be used only for the purposes set out in this MOU and will not be released except in accordance with applicable federal, state and local laws, rules, regulations and policies.
- D. AMENDMENTS:
1. a) Except for amendments necessary for compliance with applicable federal, state and local laws, rules, regulations and policies and amendments as set forth in paragraph (2) below, non-partner specific amendment or modification of the information contained in this MOU may only be accomplished by written consent of all of the One Stop Center Partners. Any request to amend a provision should be made in writing to the WA and must be agreed to in writing by all partners. The WA will notify the other partners of the details of any requested modification. b) This MOU may also be modified from time to time without the prior consent of existing One Stop Center partners to add new One Stop Center partners. These new members may sign the MOU in its existing form as of the time that they are being added. All partners to the MOU will be notified in writing of additional parties joining in the MOU. Any adjustment of cost sharing items will be reviewed and adjusted by WA prior to adding additional partners.
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H. MAINTAIN A DRUG FREE WORKPLACE: It is the policy of the WA to provide and maintain a safe and drug free workplace; therefore, all partners shall have a written policy regarding a drug free work place, having at least an equal force and effect as the policy currently in place with the Workforce Alliance.

I. SECURITY AND SAFETY: The Workforce Centers is a place that individuals may present a risk, but individuals can come to receive services, and equally promotes initiatives in the community to support appropriate employment to individuals with

multiple barriers to employment. The LWDB asks that all One Stop System Partners follow the following safety standards:

1. Utilize work areas or offices that allow for easily exits or insure the presence of another staff/team member when meeting with a customer where there a potential risk.
2. Restrict access to items that may be used as a weapon.
3. If available inform the security guard when meeting with a customer that presents a risk. If security is not available coordinate services with a supervisor/manager.
4. Call the security guard should you feel uncomfortable or see a fellow staff member in an escalating situation. The security guard can be reach by dialing \*01 on all desk phones or by cell phone at 316-239-4802.
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**VI. SIGNATURE PAGE**

BY EXECUTING THIS MEMORANDUM OF UNDERSTANDING (MOU), as evidenced by the signatures set forth below, all parties represent that they have received a copy of this MOU, have reviewed the MOU, find it accurately reflects a general understanding of their role as a partner in the One Stop Centers, and agree to participate in and fully support all of the procedures, policies and processes set forth herein without reservation. The person(s) signing this MOU on behalf of each partner and/or its organization represent that they are duly authorized by the partner and/or its organization to execute this Memorandum of Understanding on its behalf.

FOR THE PARTNER: Kansas Department of Commerce  
(Typed or printed partner agency name)

BY: Mr. Mike Beene  
(Typed or printed name of partner representative)

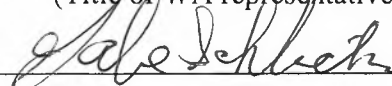
Director  
(Title)

  
(Signature of partner representative)

DATE: 8/16/2019

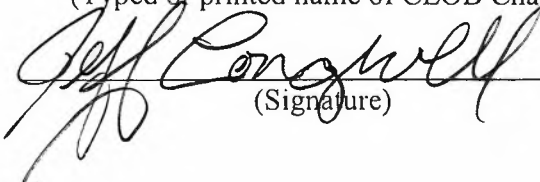
FOR THE WA: Gabe Schlickau  
(Typed or printed name of WA representative)

Chair, Local Workforce Development Board- LAIV  
(Title of WA representative)

  
(Signature of WA representative)

DATE: July 1, 2018

FOR THE CEOB: Mayor Jeff Longwell  
(Typed or printed name of CEOB Chair)

  
(Signature)

DATE: July 1, 2018

**Kansas Local Workforce Service Delivery Area IV**

**MEMORANDUM OF UNDERSTANDING**

**Between the Workforce Alliance of South Central Kansas  
and One Stop System Partners**

**I. PURPOSE OF MEMORANDUM OF UNDERSTANDING**

- A. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to provide information about the relationship between the above mentioned parties regarding their respective roles, duties, obligations and responsibilities and expectations for implementation of the provisions of section 121(c) of Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014. This MOU is also intended to contribute to a cooperative and mutually beneficial relationship between the Workforce Alliance of South Central Kansas (WA), the WIOA Local Workforce Development Board, and the various partners to coordinate resources to prevent duplication and ensure the effective delivery of workforce services, and to establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of job matching, education, support services, job training and other workforce development services. Parties to this document propose to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services and agencies. This MOU also documents the importance of WIOA performance measures and continuous improvement initiatives.
- B. **PERIOD OF RELEVANCE:** This MOU is designed to serve as a record of the relationship of the signatories from July 1, 2018 until June 30, 2020 unless modified by the partners. The Period of Relevance for each partner will commence upon the date of that partner's signature.

**II. INTRODUCTION/BACKGROUND**

- A. **BACKGROUND:** The Workforce Alliance of South Central Kansas and the One Stop Centers partners developed this Memorandum of Understanding to ensure that the following principles of the Workforce Innovation and Opportunity Act of 2014 are implemented:
  - 1. **Universal Eligibility:** All customers, including those with barriers to employment, will have access to job seeker services at each One Stop Center,

designed to provide information to make career and labor market decisions. Career services, training and support services will be made accessible on-site.

2. One Stop System Approach: All customers may explore work preparation and career development services and have access to information on a range of employment, training and adult and occupational education programs. Services will be made available through the One Stop Centers or WIOA Partner Programs.

3. Individual Choice: Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs, building on the advice and counseling provided by workforce centers staff.

4. Regional Development: To develop a workforce development system that upgrades the regional area workplace skills and enhances the economic development of the area. Services such as tax credits and labor market information will be made accessible on-site.

5. Cost-Effectiveness: All customers will have access to a system that minimizes costs, enhances the participation of employers and job seekers served through the system and does not duplicate services.

#### B. WORKFORCE ALLIANCE MISSION AND VISION:

##### Mission

Supporting and advancing a competitive workforce in South Central Kansas.

##### Vision

Growing the regional economy through a skilled workforce.

The Workforce Alliance works with employers and partners throughout Local Area IV to align services, leverage resources, and promote a seamless and integrated service delivery model in the region. This ensures both employers and job seekers are served at a high level creating the greatest community impact.

### III. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

- A. PARTIES AND THEIR ROLES: WIOA clearly identifies the One Stop System as the service delivery system for programs funded under the Act and its partner programs.

The One Stop System Partners are a collaboration of co-located and non-co-located partners who are responsible for administering WIOA, educational and other human resource programs and funding streams. The following parties are involved in the administration of WIOA and the Local Area IV One Stop System:

1. *Chief Elected Officials Board (CEOB)* which oversees the local workforce development system and represents the local governing authorities.
2. *Workforce Alliance of South Central Kansas (WA)*, the local Workforce Development Board (*LWDB*) designated to work in partnership with the CEOB and to establish policies and oversee the workforce development system,
3. *One Stop Operator (WA)*, designated by the CEOB as responsible for the coordination of activities at the physical One Stop Centers.
4. *One Stop System partners:*
  - i. Programs authorized under title I of WIOA, serving:
    1. Adults;
    2. Dislocated workers;
    3. Youth;
    4. Job Corps;
    5. Native American programs;
    6. Migrant and seasonal farmworker programs; and
    7. Veterans' workforce programs  
(WIOA sec. 121 (b)(1)(B)(i));
  - ii. Programs authorized under the Wagner-Peyser Act\* (29 U.S.C. 49 et seq.); (WIOA sec. 121 (b)(1)(B)(ii));
  - iii. Adult education and literacy activities authorized under title II of WIOA\*; (WIOA sec. 121(b)(1)(B)(iii));
  - iv. Programs authorized under parts A and B of title I of the Rehabilitation Act of 1973\* (29 U.S.C. 720 et seq.); (WIOA sec. 121(b)(1)(B)(iv));
  - v. Senior community service employment activities authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.); (WIOA sec. 121(b)(1)(B)(v));
  - vi. Postsecondary vocational education activities under the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301 et seq.); (WIOA sec. 121(b)(1)(B)(vi));
  - vii. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); (WIOA sec. 121(b)(1)(B)(vii));
  - viii. Activities authorized under chapter 41 of title 38, U.S.C. (local veterans' employment representatives and disabled veterans outreach programs); (WIOA sec. 121(b)(1)(B)(viii));
  - ix. Employment and training activities carried out under the Community Service Block Grant (42 U.S.C. 9901 et seq.); (WIOA sec. 121(b)(1)(B)(ix));
  - x. Employment and training activities carried out by the Department of Housing and Urban Development; (WIOA sec. 121(b)(1)(B)(x)); and

- xi. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law); (WIOA sec. 121(b)(1)(B)(xi).)
- xii. Programs authorized under section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) (WIOA sec. 121(b)(1)(B)(xii).)
- xiii. TANF Programs authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), subject to subparagraph (C). (WIOA sec. 121(b)(1)(B)(xiii).)

*\*Designates WIOA Core Partners*

#### **IV. PARTNER RESPONSIBILITIES**

WIOA Section 121(b) lists the minimum responsibilities of all required partners under WIOA. They include:

1. Making Career Services available, consistent, and coordinated through the one stop delivery system
2. Methods of referral of individuals between the one-stop operator and the one-stop partners for appropriate services and activities
3. 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 one-stop delivery system; and
4. Describing how the costs of such services and the operating costs of such system will be funded
5. The duration of the MOU and the procedures for amending the MOU throughout its duration.

Section 121(b) also allows for additional responsibilities to be determined. The following additional responsibilities are therefore also included as responsibilities for all required partners under WIOA:

1. Standards of services and branding for co-located partners
2. Commitment to cross training partner staff
3. Communication
4. Service delivery to employers

#### Availability of Career Services

Basic Career Services will be made available to all persons in accordance with applicable federal, state and local laws, rules, regulations and policies. Further assessments may indicate the need for provision of one on one and/or Training services. These services, customized and based upon Local Area IV are outlined in the Partner Referral Guidelines, Attachment B hereto.

Each partner is responsible for their provision of services associated with the One Stop System and determining eligibility for their programs, with the exception of Title I-Adult/ Dislocated Worker programs and Title III Wagner Peyser programs who jointly determine participant eligibility under each Title and work together under the local Integration Plan.

Partners will strive to provide services seamlessly and will seek to prevent duplication whenever possible.

#### Referrals to System Partners

Referrals will be made to partner programs as appropriate. The Partner Handbook (Attachment A) includes partner referral guidelines and a universal referral form for initiating partner contact and to serve as documentation of the referral. Partners are expected to respond to referrals in a timely manner based on agency work flow and resources.

Supporting documentation, assessments, and other relevant information will be sent with the referral once a release of information is signed by the customer being referred.

Serving Populations with Multiple Barriers to Employment Partners will ensure services are available to individuals with barriers to employment. WIOA identifies the following groups as populations with multiple barriers to employment:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166
- Individuals with disabilities, including youth who are individuals with disabilities
- Older individuals
- Ex-offenders
- Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC. 14043e-2(6), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC. 11434a(2))
- Youth who are in or have aged out of the foster care system
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farmworkers, as defined in section 167(i)
- Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 USC. 601 et seq.)
- Single parents (including single pregnant women)
- Long-term unemployed individuals

Partners will conduct outreach activities targeting these populations in coordination with one another, actively referring customers to the most appropriate partner for the provision of services based on individual need and service availability.

#### RESOURCE/COST SHARING

The provision of direct services to individuals and businesses is a key component of One Stop Centers. Each partner serves a specific segment of the population and provides services that benefit those individuals. Each partner is responsible for the funding of their direct program services. All co-located partners will share an equitable and proportionate responsibility for operational expenses of the One Stop Centers. Attachment C hereto outlines the cost sharing agreement.

### Continuous Improvement and Duration of MOU

All partners will participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration. To assure that services are responsive to the needs of the community, partners will survey customers to obtain feedback on customer satisfaction. All partners will participate in the ongoing development and improvement of One Stop System/Center procedures, policies and operational management through the activities of the One Stop Advisory Council. All partners will be part of a process that will continuously review the needs of the workforce and business community and refine the services of the One Stop Centers based upon those needs.

This MOU is designed to serve as a record of the relationship of the signatories from July 1, 2016 until June 30, 2020 unless modified by the partners. A review of the MOU will take place in 2018. The Period of Relevance for each partner will commence upon the date of that partner's signature.

### Cross Training

In order to integrate services, reduce duplication, and improve overall service delivery, One Stop partners will encourage, accommodate staff and/or provide training and cross-training, as deemed appropriate, to ensure that all partners' staff are familiar with the programs represented within the One Stop System.

The WA will coordinate a training calendar and work with One Stop partners to schedule trainings. One Stop partners will be asked to provide such cross-training at least biannually to their staff.

### Communication

One Stop Partners are invited to participate in the One Stop Advisory Council, a committee of the LWDB. Participating members will be required to keep contact information updated and serve as the liaison to the local staff of the One Stop Partner. This committee will be focused on the following:

- Service delivery system improvement and enhancement
- Training opportunities
- New developments with each partner
- Development of web based/technology driven resources

### Services to Employers

One Stop Partners engage in two types of services to employers

1. **Outreach-** Educating and providing general information to employers about how Business Services can be their one-stop solution to employment related challenges
2. **Business Services –** Developing personalized strategies based on the Employer Needs Assessment that will innovatively address challenges in Recruitment, Hiring, Training, Business Closings or Layoffs

One Stop Partners will agree to use a common Employer Needs Assessment (Attachment D) and will make an automatic referral or inclusion to other One Stop Partners based on the employer's need. KANSASWORKS.com will be used for Business Outreach and Services

activities including documentation of employer services, notices, job postings, and EEO reporting. A business services protocol will be established and training provided to all One Stop Partners participating in the provision of services to employers on the KANSASWORKS system.

#### STANDARD OF SERVICE FOR ONE STOP CAREER CENTERS

All partners are expected to adhere to established standards for providing services in the One Stop Center, including:

1. Compliance with all federal, state, and local laws, rules and regulations, including those established by the One Stop Centers so far as they are not in conflict with the specific application of any law, rule or regulation governing One Stop operation
2. Use of a "no wrong door approach" within the One Stop Center to create a customer friendly seamless service delivery system
3. All persons in the One Stop Centers are expected to practice a code of conduct which includes:
  - a. Presenting a professional appearance
  - b. Maintaining good work habits, e.g., practicing common courtesy; maintaining a neat workspace, being punctual, appreciating diversity, exceeding customer expectations
  - c. Compliance with established professional and ethical standards
  - d. Maintaining adequate levels of staffing during all hours of operation, including non-traditional hours
  - e. Shared responsibility for compliance with established security and emergency guidelines.

#### 5. VETERANS PREFERENCE

All federally funded employment and training programs administered by One Stop Center partners will include a veteran priority system designed to provide maximum employment and training opportunities to veterans and other eligible persons that is established in accordance with applicable federal, state and local laws, rules, regulations and policies.

#### 6. ONE STOP CENTER POLICIES AND PROCEDURES

The partners have agreed to maintain operational control and responsibility for staff assigned to the One Stop Centers, while assuring staff adhere to policies and procedures of the One Stop Centers. Any partner specific variances from the One Stop Centers' policies and procedures should be documented in a supplemental agreement separate from and attached to this MOU. The One Stop Center Policies and Procedures are outlined in the Partners Handbook (Attachment A). All partners will follow the One Stop Policies and Procedures. Where there is a conflict between those policies and procedures and those of a partner agency, the partner agency's policies and procedures shall take precedence when in compliance with applicable federal, state and local laws,



rules, regulations and policies. The partner agencies and the designated One Stop Operator shall work together to minimize such conflicts.

## V. GENERAL PROVISIONS

- A. **PERFORMANCE GOALS**: All partners have agreed to work together to at least attain the WIOA Performance Measures for the One Stop Centers. The One Stop Operator (WA) will report on the progress of these measures and all partners agree to discuss ways of mutually attaining these performance measures to reach shared outcomes. The WIOA Performance Measures are issued annually.
- B. **PERFORMANCE REPORTING**: All partners have agreed to participate in a common intake, referral and individual tracking system operating through the One Stop Centers. Whenever WIOA funds are expended in part or whole for service for an individual, all partners agree to enter/maintain that individual information in the automated system. In addition, all partners agree to refer and/or enter all job openings on this system.
- C. **INFORMATION SHARING/CONFIDENTIALITY**: All partners agree that information issued, received by or exchanged between partners pursuant to their involvement with the One Stop Center will be used only for the purposes set out in this MOU and will not be released except in accordance with applicable federal, state and local laws, rules, regulations and policies.
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5. Ensure the security of Workforce Center proxy cards and inform helpdesk@workforce-ks.com should your proxy card be missing

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FOR THE PARTNER: Kansas Department of Labor  
(Typed or printed partner agency name)

BY: Ms. Lana Gordon  
(Typed or printed name of partner representative)  
Secretary Lana Gordon  
(Title)

(Signature of partner representative)

DATE: 1-11-19

FOR THE WA: Gabe Schlickau  
(Typed or printed name of WA representative)

Chair, Local Workforce Development Board- LAIV  
(Title of WA representative)

Gabe Schlickau  
(Signature of WA representative)

DATE: July 1, 2018

FOR THE CEOB: Mayor Jeff Longwell  
(Typed or printed name of CEOB Chair)

Jeff Longwell  
(Signature)

DATE: July 1, 2018

**Addendum to**  
**Kansas Local Workforce Service Delivery Area IV**  
**Memorandum of Understanding**  
**Between the Workforce Alliance of South Central Kansas and One Stop Partners**

**Whereas**, the Kansas Department of Labor is a required partner under the Workforce Innovation and Opportunity Act and has signed the required Memorandum of Understanding (MOU) required by the Workforce Innovation and Opportunity Act (WIOA); and

**Whereas**, the Kansas Department of Labor and the Workforce Alliance of South Central Kansas has agreed to a methodology to share required Infrastructure Cost for the American's Job Centers in Kansas Local Area IV as established in the MOU.

**Now, Therefore**, the Kansas Department of Labor and the Workforce Alliance of South Central Kansas has established agreed upon payment methodology of the Infrastructure Costs in the MOU;


Kansas Department of Labor and the Workforce Alliance of South Central Kansas agree to reconcile Kansas Department of Labor's Infrastructure contributions quarterly within 30 days of each quarter end. Quarter end will be defined as September 30, December 31, March 30, and June 30 of each year.

Kansas Department of Labor agrees to pay any outstanding Infrastructure costs within 30 days after Infrastructure costs have been reconciled by the Workforce Alliance of South Central Kansas and the Kansas Department of Labor.

**In Witness Whereof**, the parties have hereto affixed their signatures as indicated.

Workforce Alliance of South Central Kansas, Inc.

Kansas Department of Labor

  
 \_\_\_\_\_  
 Keith Lawing, President and CEO

  
 \_\_\_\_\_  
 Delia Garcia, Secretary

Date 3/3/2020

Date January 21, 2020

## Kansas Local Workforce Service Delivery Area IV

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# MEMORANDUM OF UNDERSTANDING

## Between the Workforce Alliance of South Central Kansas and One Stop System Partners

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### I. PURPOSE OF MEMORANDUM OF UNDERSTANDING

- A. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to provide information about the relationship between the above mentioned parties regarding their respective roles, duties, obligations and responsibilities and expectations for implementation of the provisions of section 121(c) of Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014. This MOU is also intended to contribute to a cooperative and mutually beneficial relationship between the Workforce Alliance of South Central Kansas (WA), the WIOA Local Workforce Development Board, and the various partners to coordinate resources to prevent duplication and ensure the effective delivery of workforce services, and to establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of job matching, education, support services, job training and other workforce development services. Parties to this document propose to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services and agencies. This MOU also documents the importance of WIOA performance measures and continuous improvement initiatives.
- B. **PERIOD OF RELEVANCE:** This MOU is designed to serve as a record of the relationship of the signatories from July 1, 2018 until June 30, 2020 unless modified by the partners. The Period of Relevance for each partner will commence upon the date of that partner's signature.

### II. INTRODUCTION/BACKGROUND

- A. **BACKGROUND:** The Workforce Alliance of South Central Kansas and the One Stop Centers partners developed this Memorandum of Understanding to ensure that the following principles of the Workforce Innovation and Opportunity Act of 2014 are implemented:
1. **Universal Eligibility:** All customers, including those with barriers to employment, will have access to job seeker services at each One Stop Center,

designed to provide information to make career and labor market decisions. Career services, training and support services will be made accessible on-site.

2. One Stop System Approach: All customers may explore work preparation and career development services and have access to information on a range of employment, training and adult and occupational education programs. Services will be made available through the One Stop Centers or WIOA Partner Programs.

3. Individual Choice: Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs, building on the advice and counseling provided by workforce centers staff.

4. Regional Development: To develop a workforce development system that upgrades the regional area workplace skills and enhances the economic development of the area. Services such as tax credits and labor market information will be made accessible on-site.

5. Cost-Effectiveness: All customers will have access to a system that minimizes costs, enhances the participation of employers and job seekers served through the system and does not duplicate services.

#### **B. WORKFORCE ALLIANCE MISSION AND VISION:**

##### Mission

Supporting and advancing a competitive workforce in South Central Kansas.

##### Vision

Growing the regional economy through a skilled workforce.

The Workforce Alliance works with employers and partners throughout Local Area IV to align services, leverage resources, and promote a seamless and integrated service delivery model in the region. This ensures both employers and job seekers are served at a high level creating the greatest community impact.

### **III. PARTIES TO THE MEMORANDUM OF UNDERSTANDING**

- A. PARTIES AND THEIR ROLES: WIOA clearly identifies the One Stop System as the service delivery system for programs funded under the Act and its partner programs.

The One Stop System Partners are a collaboration of co-located and non-co-located partners who are responsible for administering WIOA, educational and other human resource programs and funding streams. The following parties are involved in the administration of WIOA and the Local Area IV One Stop System:



1. *Chief Elected Officials Board (CEOB)* which oversees the local workforce development system and represents the local governing authorities.
2. *Workforce Alliance of South Central Kansas (WA)*, the local Workforce Development Board (*LWDB*) designated to work in partnership with the CEOB and to establish policies and oversee the workforce development system.
3. *A One Stop Operator* procured and designated by the CEOB and *LWDB* is responsible for the coordination of activities at the physical One Stop Centers.
4. *One Stop System partners:*
  - i. Programs authorized under title I of WIOA, serving:
    1. Adults;
    2. Dislocated workers;
    3. Youth;
    4. Job Corps;
    5. Native American programs;
    6. Migrant and seasonal farmworker programs; and
    7. Veterans' workforce programs  
(WIOA sec. 121 (b)(1)(B)(i));
  - ii. Programs authorized under the Wagner-Peyser Act\* (29 U.S.C. 49 et seq.); (WIOA sec. 121 (b)(1)(B)(ii));
  - iii. Adult education and literacy activities authorized under title II of WIOA\*; (WIOA sec. 121(b)(1)(B)(iii));
  - iv. Programs authorized under parts A and B of title I of the Rehabilitation Act of 1973\* (29 U.S.C. 720 et seq.); (WIOA sec. 121(b)(1)(B)(iv));
  - v. Senior community service employment activities authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.); (WIOA sec. 121(b)(1)(B)(v));
  - vi. Postsecondary vocational education activities under the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301 et seq.); (WIOA sec. 121(b)(1)(B)(vi));
  - vii. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); (WIOA sec. 121(b)(1)(B)(vii));
  - viii. Activities authorized under chapter 41 of title 38, U.S.C. (local veterans' employment representatives and disabled veterans outreach programs); (WIOA sec. 121(b)(1)(B)(viii));
  - ix. Employment and training activities carried out under the Community Service Block Grant (42 U.S.C. 9901 et seq.); (WIOA sec. 121(b)(1)(B)(ix));

- xi. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law); (WIOA sec. 121(b)(1)(B)(xi).)
- xii. Programs authorized under section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) (WIOA sec. 121(b)(1)(B)(xii).)
- xiii. TANF Programs authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), subject to subparagraph (C). (WIOA sec. 121(b)(1)(B)(xiii).)

*\*Designates WIOA Core Partners*

#### **IV. PARTNER RESPONSIBILITIES**

WIOA Section 121(b) lists the minimum responsibilities of all required partners under WIOA. They include:

1. Making Career Services available, consistent, and coordinated through the one stop delivery system
2. Methods of referral of individuals between the one-stop operator and the one-stop partners for appropriate services and activities
3. 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 one-stop delivery system; and
4. Describing how the costs of such services and the operating costs of such system will be funded
5. The duration of the MOU and the procedures for amending the MOU throughout its duration.

Section 121(b) also allows for additional responsibilities to be determined. The following additional responsibilities are therefore also included as responsibilities for all required partners under WIOA:

1. Standards of services and branding for co-located partners
2. Commitment to cross training partner staff
3. Communication
4. Service delivery to employers

#### **Availability of Career Services**

Basic Career Services will be made available to all persons in accordance with applicable federal, state and local laws, rules, regulations and policies. Further assessments may indicate the need for provision of one on one and/or Training services. These services, customized and based upon Local Area IV are outlined in the Partner Referral Guidelines, Attachment B hereto.

Each partner is responsible for their provision of services associated with the One Stop System and determining eligibility for their programs, with the exception of Title I-Adult/ Dislocated Worker programs and Title III Wagner Peyser programs who jointly determine participant eligibility under each Title and work together under the local Integration Plan.

Partners will strive to provide services seamlessly and will seek to prevent duplication whenever possible.

#### Referrals to System Partners

Referrals will be made to partner programs as appropriate. The Partner Handbook (Attachment A) includes partner referral guidelines and a universal referral form for initiating partner contact and to serve as documentation of the referral. Partners are expected to respond to referrals in a timely manner based on agency work flow and resources.

Supporting documentation, assessments, and other relevant information will be sent with the referral once a release of information is signed by the customer being referred.

Serving Populations with Multiple Barriers to Employment Partners will ensure services are available to individuals with barriers to employment. WIOA identifies the following groups as populations with multiple barriers to employment:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166
- Individuals with disabilities, including youth who are individuals with disabilities
- Older individuals
- Ex-offenders
- Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC. 14043e-2(6), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC. 11434a(2))
- Youth who are in or have aged out of the foster care system
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farmworkers, as defined in section 167(i)
- Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 USC. 601 et seq.)
- Single parents (including single pregnant women)
- Long-term unemployed individuals

Partners will conduct outreach activities targeting these populations in coordination with one another, actively referring customers to the most appropriate partner for the provision of services based on individual need and service availability.

#### RESOURCE/COST SHARING

The provision of direct services to individuals and businesses is a key component of One Stop Centers. Each partner serves a specific segment of the population and provides services that benefit those individuals. Each partner is responsible for the funding of their direct program services. All co-located partners will share an equitable and proportionate responsibility for operational expenses of the One Stop Centers. Attachment C hereto outlines the cost sharing agreement.

### Continuous Improvement and Duration of MOU

All partners will participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration. To assure that services are responsive to the needs of the community, partners will survey customers to obtain feedback on customer satisfaction. All partners will participate in the ongoing development and improvement of One Stop System/Center procedures, policies and operational management through the activities of the One Stop Advisory Council. All partners will be part of a process that will continuously review the needs of the workforce and business community and refine the services of the One Stop Centers based upon those needs.

This MOU is designed to serve as a record of the relationship of the signatories from July 1, 2016 until June 30, 2020 unless modified by the partners. A review of the MOU will take place in 2018. The Period of Relevance for each partner will commence upon the date of that partner's signature.

### Cross Training

In order to integrate services, reduce duplication, and improve overall service delivery, One Stop partners will encourage, accommodate staff and/or provide training and cross-training, as deemed appropriate, to ensure that all partners' staff are familiar with the programs represented within the One Stop System.

The WA will coordinate a training calendar and work with One Stop partners to schedule trainings. One Stop partners will be asked to provide such cross-training at least biannually to their staff.

### Communication

One Stop Partners are invited to participate in the One Stop Advisory Council, a committee of the LWDB. Participating members will be required to keep contact information updated and serve as the liaison to the local staff of the One Stop Partner. This committee will be focused on the following:

- Service delivery system improvement and enhancement
- Training opportunities
- New developments with each partner
- Development of web based/technology driven resources

### Services to Employers

One Stop Partners engage in two types of services to employers

1. **Outreach**- Educating and providing general information to employers about how Business Services can be their one-stop solution to employment related challenges
2. **Business Services** – Developing personalized strategies based on the Employer Needs Assessment that will innovatively address challenges in Recruitment, Hiring, Training, Business Closings or Layoffs

One Stop Partners will agree to use a common Employer Needs Assessment (Attachment D) and will make an automatic referral or inclusion to other One Stop Partners based on the employer's need. KANSASWORKS.com will be used for Business Outreach and Services

activities including documentation of employer services, notices, job postings, and EEO reporting. A business services protocol will be established and training provided to all One Stop Partners participating in the provision of services to employers on the KANSASWORKS system.

#### **STANDARD OF SERVICE FOR ONE STOP CAREER CENTERS**

All partners are expected to adhere to established standards for providing services in the One Stop Center, including:

1. Compliance with all federal, state, and local laws, rules and regulations, including those established by the One Stop Centers so far as they are not in conflict with the specific application of any law, rule or regulation governing One Stop operation
2. Use of a “no wrong door approach” within the One Stop Center to create a customer friendly seamless service delivery system
3. All persons in the One Stop Centers are expected to practice a code of conduct which includes:
  - a. Presenting a professional appearance
  - b. Maintaining good work habits, e.g., practicing common courtesy, maintaining a neat workspace, being punctual, appreciating diversity, exceeding customer expectations
  - c. Compliance with established professional and ethical standards
  - d. Maintaining adequate levels of staffing during all hours of operation, including non-traditional hours
  - e. Shared responsibility for compliance with established security and emergency guidelines.

#### **5. VETERANS PREFERENCE**

All federally funded employment and training programs administered by One Stop Center partners will include a veteran priority system designed to provide maximum employment and training opportunities to veterans and other eligible persons that is established in accordance with applicable federal, state and local laws, rules, regulations and policies.

#### **6. ONE STOP CENTER POLICIES AND PROCEDURES**

The partners have agreed to maintain operational control and responsibility for staff assigned to the One Stop Centers, while assuring staff adhere to policies and procedures of the One Stop Centers. Any partner specific variances from the One Stop Centers’ policies and procedures should be documented in a supplemental agreement separate from and attached to this MOU. The One Stop Center Policies and Procedures are outlined in the Partners Handbook (Attachment A). All partners will follow the One Stop Policies and Procedures. Where there is a conflict between those policies and procedures and those of a partner agency, the partner agency’s policies and procedures shall take precedence when in compliance with applicable federal, state and local laws,

rules, regulations and policies. The partner agencies and the designated One Stop Operator shall work together to minimize such conflicts.

## V. GENERAL PROVISIONS

- A. **PERFORMANCE GOALS**: All partners have agreed to work together to at least attain the WIOA Performance Measures for the One Stop Centers. The One Stop Operator (WA) will report on the progress of these measures and all partners agree to discuss ways of mutually attaining these performance measures to reach shared outcomes. The WIOA Performance Measures are issued annually.
- B. **PERFORMANCE REPORTING**: All partners have agreed to participate in a common intake, referral and individual tracking system operating through the One Stop Centers. Whenever WIOA funds are expended in part or whole for service for an individual, all partners agree to enter/maintain that individual information in the automated system. In addition, all partners agree to refer and/or enter all job openings on this system.
- C. **INFORMATION SHARING/CONFIDENTIALITY**: All partners agree that information issued, received by or exchanged between partners pursuant to their involvement with the One Stop Center will be used only for the purposes set out in this MOU and will not be released except in accordance with applicable federal, state and local laws, rules, regulations and policies.
- D. **AMENDMENTS**:
1. a) Except for amendments necessary for compliance with applicable federal, state and local laws, rules, regulations and policies and amendments as set forth in paragraph (2) below, non-partner specific amendment or modification of the information contained in this MOU may only be accomplished by written consent of all of the One Stop Center Partners. Any request to amend a provision should be made in writing to the WA and must be agreed to in writing by all partners. The WA will notify the other partners of the details of any requested modification. b) This MOU may also be modified from time to time without the prior consent of existing One Stop Center partners to add new One Stop Center partners. These new members may sign the MOU in its existing form as of the time that they are being added. All partners to the MOU will be notified in writing of additional parties joining in the MOU. Any adjustment of cost sharing items will be reviewed and adjusted by WA prior to adding additional partners.
  2. It is understood by the parties that each should be able to fulfill its One Stop role in full accordance with all applicable federal, state and local laws, rules, regulations and policies which govern or affect their activities. If at any time any party is unable to perform its functions under this Agreement, the affected party should immediately provide written notice to all parties of their intent to discontinue their participation as a One Stop Provider at least 30 days in advance thereof. No consent from the other parties will be requested if discontinuation of participation is made pursuant to this provision. Any adjustment of cost sharing items will be reviewed and adjusted by WA upon such discontinuance.

3. Periodically the Resource/Cost Sharing Agreement (Attachment C) may require adjustments based upon reconciliation of projected costs to actual expenses and/or minor adjustments to cost sharing items. Minor adjustments of this type will not require a formal amendment to the MOU but it is agreed partners will be notified of any such modification(s) in writing.

**E. SUPPLEMENTAL AGREEMENTS:** To ensure utmost flexibility for all partners, it is understood that the WA may enter into separate legally enforceable agreements with each partner, or a combination of partners, which will specify the rights and obligations of that particular partner and the WA.

**F. OPERATION:** It is the policy of the LWDB that all workforce programs operated by or under the WA shall be operated in conformance with all applicable federal, state and local laws, rules, regulations and policies. It is also the policy of the WA that no programs or provision of services under those programs shall allow discrimination on the basis of race, color, national origin, age, sex, political affiliation, belief, citizenship or disability.

**Participants Rights:** Any participant who believes a violation of applicable legislation or regulation has occurred or who believes he or she has been discriminated against, with regard to program eligibility, enrollment or provision of services, has the right to file a complaint. The complaint procedure is contained within the Partner Handbook (Attachment A)

**G. NON-DISCRIMINATION:** All partners to this MOU are equal opportunity employers. All understand they must comply with 29 C.F.R. 37.30 which states it is against the law for a partner to discriminate on the following basis: against any individual in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her for participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.

**H. MAINTAIN A DRUG FREE WORKPLACE:** It is the policy of the WA to provide and maintain a safe and drug free workplace; therefore, all partners shall have a written policy regarding a drug free work place, having at least an equal force and effect as the policy currently in place with the Workforce Alliance.

**I. SECURITY AND SAFETY:** The Workforce Centers is a place that individuals may present a risk, but individuals can come to receive services, and equally promotes initiatives in the community to support appropriate employment to individuals with

multiple barriers to employment. The LWDB asks that all One Stop System Partners follow the following safety standards:

1. Utilize work areas or offices that allow for easily exits or insure the presence of another staff/team member when meeting with a customer where there a potential risk.
2. Restrict access to items that may be used as a weapon.
3. If available inform the security guard when meeting with a customer that presents a risk. If security is not available coordinate services with a supervisor/manager.
4. Call the security guard should you feel uncomfortable or see a fellow staff member in an escalating situation. The security guard can be reach by dialing \*01 on all desk phones or by cell phone at 316-239-4802.
5. Ensure the security of Workforce Center proxy cards and inform helpdesk@workforce-ks.com should your proxy card be missing

In order to provide a productive and safe environment for all One Stop System Partners the LWDB requires all One Stop System Partners to disclose to senior leadership if an employee working out of or is collocated at one of the Workforce Centers in Local Area IV has a felony. All partners are required to perform adequate background checks on staff and volunteers. Please note the following provisions:

1. Individuals with crimes against a person will not be permitted to collocate or work out of LAIV Workforce Centers.
2. In order to provide the most successful environment for employees a safety plan will be in place for other felonies in order to mitigate any potential threat. Example: individuals with financial crimes will not work with money.
3. The LWDB will support the One Stop Partner Agency in screening, assessing, and conducting background checks at the agencies request. A background check must be provided to the LWDB Administrative Agency, the Workforce Alliance, prior to the start date of the employee.

**J. MISCELLANEOUS:**

**1. NO INDEMNIFICATION AND LIABILITY:** By executing this MOU each partner agrees to work together to deliver One Stop Centers services for employers, employees and those seeking employment. However, the partners are not legally "partners" to the extent that term encompasses joint and several liability. Each partner under this MOU is responsible for its own employees, representatives, agents and subcontractors.

**2. MUTUAL RESPECT OF ORGANIZATIONAL PRACTICES:** All partners identified in this MOU or in supplemental agreements to this MOU will respect each other's organizational practices and management structures in the provision of services under the MOU to the extent allowable under applicable federal, state and local laws, rules, regulations and policies.



**3. RECORDS MAINTENANCE:** The One Stop Operator (WA) shall be responsible for all records pertaining to the administration and operation of the One Stop Centers. The designated One Stop Operator will provide all partners with an annual report that outlines budget expenditures/reconciliations, services provided, populations served and performance information. The source records for this report will be made available to all partners upon request. When a partner's record retention policies are not equal to those stated in the WIOA (29 CFR 97.42), the most stringent of these policies should be applied. Generally, participant case files and fiscal records shall be maintained by each partner agency for a minimum of three years.

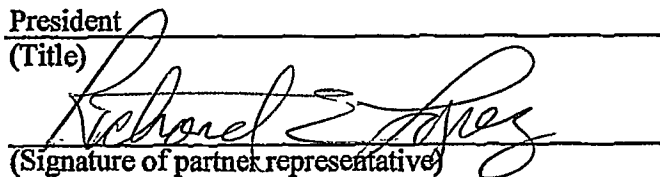
**4. TRANSFERABILITY OF MOU:** This MOU shall remain in full force and effect upon the designation of a One Stop Operator to the extent that the designated One Stop Operator shall assume the role of the Workforce Alliance as it applies to the areas of operational responsibility, records maintenance, reporting and performance standards, continuous improvement, EEO standards, operations and support of the collaborative effort as outlined in this MOU.

**VI. SIGNATURE PAGE**

BY EXECUTING THIS MEMORANDUM OF UNDERSTANDING (MOU), as evidenced by the signatures set forth below, all parties represent that they have received a copy of this MOU, have reviewed the MOU, find it accurately reflects a general understanding of their role as a partner in the One Stop Centers, and agree to participate in and fully support all of the procedures, policies and processes set forth herein without reservation. The person(s) signing this MOU on behalf of each partner and/or its organization represent that they are duly authorized by the partner and/or its organization to execute this Memorandum of Understanding on its behalf.

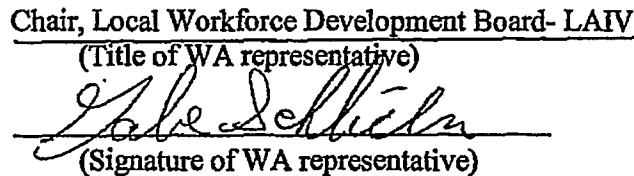
FOR THE PARTNER: SER Corporation  
(Typed or printed partner agency name)

BY: Mr. Richard Lopez  
(Typed or printed name of partner representative)

President  
(Title)  
  
(Signature of partner representative)

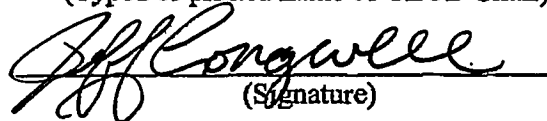
DATE: 02-05-19

FOR THE WA: Gabe Schlickau  
(Typed or printed name of WA representative)

Chair, Local Workforce Development Board- LAIV  
(Title of WA representative)  
  
(Signature of WA representative)

DATE: July 1, 2018

FOR THE CEOB: Jeff Longwell  
(Typed or printed name of CEOB Chair)

  
(Signature)

DATE: July 1, 2018

## **Kansas Local Workforce Service Delivery Area IV**

---

# **MEMORANDUM OF UNDERSTANDING**

## **Between the Workforce Alliance of South Central Kansas and One Stop System Partners**

---

### **I. PURPOSE OF MEMORANDUM OF UNDERSTANDING**

- A. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to provide information about the relationship between the above mentioned parties regarding their respective roles, duties, obligations and responsibilities and expectations for implementation of the provisions of section 121(c) of Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014. This MOU is also intended to contribute to a cooperative and mutually beneficial relationship between the Workforce Alliance of South Central Kansas (WA), the WIOA Local Workforce Development Board, and the various partners to coordinate resources to prevent duplication and ensure the effective delivery of workforce services, and to establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of job matching, education, support services, job training and other workforce development services. Parties to this document propose to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services and agencies. This MOU also documents the importance of WIOA performance measures and continuous improvement initiatives.
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### **II. INTRODUCTION/BACKGROUND**

- A. **BACKGROUND:** The Workforce Alliance of South Central Kansas and the One Stop Centers partners developed this Memorandum of Understanding to ensure that the following principles of the Workforce Innovation and Opportunity Act of 2014 are implemented:
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designed to provide information to make career and labor market decisions. Career services, training and support services will be made accessible on-site.

2. One Stop System Approach: All customers may explore work preparation and career development services and have access to information on a range of employment, training and adult and occupational education programs. Services will be made available through the One Stop Centers or WIOA Partner Programs.

3. Individual Choice: Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs, building on the advice and counseling provided by workforce centers staff.

4. Regional Development: To develop a workforce development system that upgrades the regional area workplace skills and enhances the economic development of the area. Services such as tax credits and labor market information will be made accessible on-site.

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## **B. WORKFORCE ALLIANCE MISSION AND VISION:**

### **Mission**

Supporting and advancing a competitive workforce in South Central Kansas.

### **Vision**

Growing the regional economy through a skilled workforce.

The Workforce Alliance works with employers and partners throughout Local Area IV to align services, leverage resources, and promote a seamless and integrated service delivery model in the region. This ensures both employers and job seekers are served at a high level creating the greatest community impact.

## **III. PARTIES TO THE MEMORANDUM OF UNDERSTANDING**

- A. PARTIES AND THEIR ROLES: WIOA clearly identifies the One Stop System as the service delivery system for programs funded under the Act and its partner programs.

The One Stop System Partners are a collaboration of co-located and non-co-located partners who are responsible for administering WIOA, educational and other human resource programs and funding streams. The following parties are involved in the administration of WIOA and the Local Area IV One Stop System:

1. *Chief Elected Officials Board (CEOB)* which oversees the local workforce development system and represents the local governing authorities.
2. *Workforce Alliance of South Central Kansas (WA)*, the local Workforce Development Board (*LWDB*) designated to work in partnership with the CEOB and to establish policies and oversee the workforce development system.
3. *One Stop Operator (WA)*, designated by the CEOB as responsible for the coordination of activities at the physical One Stop Centers.
4. *One Stop System partners:*
  - i. Programs authorized under title I of WIOA, serving:
    1. Adults;
    2. Dislocated workers;
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    7. Veterans' workforce programs  
(WIOA sec. 121 (b)(1)(B)(i));
  - ii. Programs authorized under the Wagner-Peyser Act\* (29 U.S.C. 49 et seq.); (WIOA sec. 121 (b)(1)(B)(ii));
  - iii. Adult education and literacy activities authorized under title II of WIOA\*; (WIOA sec. 121(b)(1)(B)(iii));
  - iv. Programs authorized under parts A and B of title I of the Rehabilitation Act of 1973\* (29 U.S.C. 720 et seq.); (WIOA sec. 121(b)(1)(B)(iv));
  - v. Senior community service employment activities authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.); (WIOA sec. 121(b)(1)(B)(v));
  - vi. Postsecondary vocational education activities under the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301 et seq.); (WIOA sec. 121(b)(1)(B)(vi));
  - vii. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); (WIOA sec. 121(b)(1)(B)(vii));
  - viii. Activities authorized under chapter 41 of title 38, U.S.C. (local veterans' employment representatives and disabled veterans outreach programs); (WIOA sec. 121(b)(1)(B)(viii));
  - ix. Employment and training activities carried out under the Community Service Block Grant (42 U.S.C. 9901 et seq.); (WIOA sec. 121(b)(1)(B)(ix));
  - x. Employment and training activities carried out by the Department of Housing and Urban Development; (WIOA sec. 121(b)(1)(B)(x)); and

- xi. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law); (WIOA sec. 121(b)(1)(B)(xi).)
- xii. Programs authorized under section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) (WIOA sec. 121(b)(1)(B)(xii).)
- xiii. TANF Programs authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), subject to subparagraph (C). (WIOA sec. 121(b)(1)(B)(xiii).)

*\*Designates WIOA Core Partners*

#### **IV. PARTNER RESPONSIBILITIES**

WIOA Section 121(b) lists the minimum responsibilities of all required partners under WIOA. They include:

1. Making Career Services available, consistent, and coordinated through the one stop delivery system
2. Methods of referral of individuals between the one-stop operator and the one-stop partners for appropriate services and activities
3. 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 one-stop delivery system; and
4. Describing how the costs of such services and the operating costs of such system will be funded
5. The duration of the MOU and the procedures for amending the MOU throughout its duration.

Section 121(b) also allows for additional responsibilities to be determined. The following additional responsibilities are therefore also included as responsibilities for all required partners under WIOA:

1. Standards of services and branding for co-located partners
2. Commitment to cross training partner staff
3. Communication
4. Service delivery to employers

#### **Availability of Career Services**

Basic Career Services will be made available to all persons in accordance with applicable federal, state and local laws, rules, regulations and policies. Further assessments may indicate the need for provision of one on one and/or Training services. These services, customized and based upon Local Area IV are outlined in the Partner Referral Guidelines, Attachment B hereto.

Each partner is responsible for their provision of services associated with the One Stop System and determining eligibility for their programs, with the exception of Title I-Adult/ Dislocated Worker programs and Title III Wagner Peyser programs who jointly determine participant eligibility under each Title and work together under the local Integration Plan.

Partners will strive to provide services seamlessly and will seek to prevent duplication whenever possible.

#### Referrals to System Partners

Referrals will be made to partner programs as appropriate. The Partner Handbook (Attachment A) includes partner referral guidelines and a universal referral form for initiating partner contact and to serve as documentation of the referral. Partners are expected to respond to referrals in a timely manner based on agency work flow and resources.

Supporting documentation, assessments, and other relevant information will be sent with the referral once a release of information is signed by the customer being referred.

Serving Populations with Multiple Barriers to Employment Partners will ensure services are available to individuals with barriers to employment. WIOA identifies the following groups as populations with multiple barriers to employment:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166
- Individuals with disabilities, including youth who are individuals with disabilities
- Older individuals
- Ex-offenders
- Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC. 14043e-2(6), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC. 11434a(2))
- Youth who are in or have aged out of the foster care system
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farmworkers, as defined in section 167(i)
- Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 USC. 601 et seq.)
- Single parents (including single pregnant women)
- Long-term unemployed individuals

Partners will conduct outreach activities targeting these populations in coordination with one another, actively referring customers to the most appropriate partner for the provision of services based on individual need and service availability.

#### RESOURCE/COST SHARING

The provision of direct services to individuals and businesses is a key component of One Stop Centers. Each partner serves a specific segment of the population and provides services that benefit those individuals. Each partner is responsible for the funding of their direct program services. All co-located partners will share an equitable and proportionate responsibility for operational expenses of the One Stop Centers. Attachment C hereto outlines the cost sharing agreement.

### Continuous Improvement and Duration of MOU

All partners will participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration. To assure that services are responsive to the needs of the community, partners will survey customers to obtain feedback on customer satisfaction. All partners will participate in the ongoing development and improvement of One Stop System/Center procedures, policies and operational management through the activities of the One Stop Advisory Council. All partners will be part of a process that will continuously review the needs of the workforce and business community and refine the services of the One Stop Centers based upon those needs.

This MOU is designed to serve as a record of the relationship of the signatories from July 1, 2016 until June 30, 2020 unless modified by the partners. A review of the MOU will take place in 2018. The Period of Relevance for each partner will commence upon the date of that partner's signature.

### Cross Training

In order to integrate services, reduce duplication, and improve overall service delivery, One Stop partners will encourage, accommodate staff and/or provide training and cross-training, as deemed appropriate, to ensure that all partners' staff are familiar with the programs represented within the One Stop System.

The WA will coordinate a training calendar and work with One Stop partners to schedule trainings. One Stop partners will be asked to provide such cross-training at least biannually to their staff.

### Communication

One Stop Partners are invited to participate in the One Stop Advisory Council, a committee of the LWDB. Participating members will be required to keep contact information updated and serve as the liaison to the local staff of the One Stop Partner. This committee will be focused on the following:

- Service delivery system improvement and enhancement
- Training opportunities
- New developments with each partner
- Development of web based/technology driven resources

### Services to Employers

One Stop Partners engage in two types of services to employers

1. **Outreach**- Educating and providing general information to employers about how Business Services can be their one-stop solution to employment related challenges
2. **Business Services** – Developing personalized strategies based on the Employer Needs Assessment that will innovatively address challenges in Recruitment, Hiring, Training, Business Closings or Layoffs

One Stop Partners will agree to use a common Employer Needs Assessment (Attachment D) and will make an automatic referral or inclusion to other One Stop Partners based on the employer's need. KANSASWORKS.com will be used for Business Outreach and Services



activities including documentation of employer services, notices, job postings, and EEO reporting. A business services protocol will be established and training provided to all One Stop Partners participating in the provision of services to employers on the KANSASWORKS system.

#### **STANDARD OF SERVICE FOR ONE STOP CAREER CENTERS**

All partners are expected to adhere to established standards for providing services in the One Stop Center, including:

1. Compliance with all federal, state, and local laws, rules and regulations, including those established by the One Stop Centers so far as they are not in conflict with the specific application of any law, rule or regulation governing One Stop operation
2. Use of a “no wrong door approach” within the One Stop Center to create a customer friendly seamless service delivery system
3. All persons in the One Stop Centers are expected to practice a code of conduct which includes:
  - a. Presenting a professional appearance
  - b. Maintaining good work habits, e.g., practicing common courtesy, maintaining a neat workspace, being punctual, appreciating diversity, exceeding customer expectations
  - c. Compliance with established professional and ethical standards
  - d. Maintaining adequate levels of staffing during all hours of operation, including non-traditional hours
  - e. Shared responsibility for compliance with established security and emergency guidelines.

#### **5. VETERANS PREFERENCE**

All federally funded employment and training programs administered by One Stop Center partners will include a veteran priority system designed to provide maximum employment and training opportunities to veterans and other eligible persons that is established in accordance with applicable federal, state and local laws, rules, regulations and policies.

#### **6. ONE STOP CENTER POLICIES AND PROCEDURES**

The partners have agreed to maintain operational control and responsibility for staff assigned to the One Stop Centers, while assuring staff adhere to policies and procedures of the One Stop Centers. Any partner specific variances from the One Stop Centers' policies and procedures should be documented in a supplemental agreement separate from and attached to this MOU. The One Stop Center Policies and Procedures are outlined in the Partners Handbook (Attachment A). All partners will follow the One Stop Policies and Procedures. Where there is a conflict between those policies and procedures and those of a partner agency, the partner agency's policies and procedures shall take precedence when in compliance with applicable federal, state and local laws,

rules, regulations and policies. The partner agencies and the designated One Stop Operator shall work together to minimize such conflicts.

## **V. GENERAL PROVISIONS**

- A. **PERFORMANCE GOALS**: All partners have agreed to work together to at least attain the WIOA Performance Measures for the One Stop Centers. The One Stop Operator (WA) will report on the progress of these measures and all partners agree to discuss ways of mutually attaining these performance measures to reach shared outcomes. The WIOA Performance Measures are issued annually.
- B. **PERFORMANCE REPORTING**: All partners have agreed to participate in a common intake, referral and individual tracking system operating through the One Stop Centers. Whenever WIOA funds are expended in part or whole for service for an individual, all partners agree to enter/maintain that individual information in the automated system. In addition, all partners agree to refer and/or enter all job openings on this system.
- C. **INFORMATION SHARING/CONFIDENTIALITY**: All partners agree that information issued, received by or exchanged between partners pursuant to their involvement with the One Stop Center will be used only for the purposes set out in this MOU and will not be released except in accordance with applicable federal, state and local laws, rules, regulations and policies.
- D. **AMENDMENTS**:
1. a) Except for amendments necessary for compliance with applicable federal, state and local laws, rules, regulations and policies and amendments as set forth in paragraph (2) below, non-partner specific amendment or modification of the information contained in this MOU may only be accomplished by written consent of all of the One Stop Center Partners. Any request to amend a provision should be made in writing to the WA and must be agreed to in writing by all partners. The WA will notify the other partners of the details of any requested modification. b) This MOU may also be modified from time to time without the prior consent of existing One Stop Center partners to add new One Stop Center partners. These new members may sign the MOU in its existing form as of the time that they are being added. All partners to the MOU will be notified in writing of additional parties joining in the MOU. Any adjustment of cost sharing items will be reviewed and adjusted by WA prior to adding additional partners.
  2. It is understood by the parties that each should be able to fulfill its One Stop role in full accordance with all applicable federal, state and local laws, rules, regulations and policies which govern or affect their activities. If at any time any party is unable to perform its functions under this Agreement, the affected party should immediately provide written notice to all parties of their intent to discontinue their participation as a One Stop Provider at least 30 days in advance thereof. No consent from the other parties will be requested if discontinuation of participation is made pursuant to this provision. Any adjustment of cost sharing items will be reviewed and adjusted by WA upon such discontinuance.

3. Periodically the Resource/Cost Sharing Agreement (Attachment C) may require adjustments based upon reconciliation of projected costs to actual expenses and/or minor adjustments to cost sharing items. Minor adjustments of this type will not require a formal amendment to the MOU but it is agreed partners will be notified of any such modification(s) in writing.

- E. SUPPLEMENTAL AGREEMENTS:** To ensure utmost flexibility for all partners, it is understood that the WA may enter into separate legally enforceable agreements with each partner, or a combination of partners, which will specify the rights and obligations of that particular partner and the WA.
- F. OPERATION:** It is the policy of the LWDB that all workforce programs operated by or under the WA shall be operated in conformance with all applicable federal, state and local laws, rules, regulations and policies. It is also the policy of the WA that no programs or provision of services under those programs shall allow discrimination on the basis of race, color, national origin, age, sex, political affiliation, belief, citizenship or disability.

**Participants Rights:** Any participant who believes a violation of applicable legislation or regulation has occurred or who believes he or she has been discriminated against, with regard to program eligibility, enrollment or provision of services, has the right to file a complaint. The complaint procedure is contained within the Partner Handbook (Attachment A)

- G. NON-DISCRIMINATION:** All partners to this MOU are equal opportunity employers. All understand they must comply with 29 C.F.R. 37.30 which states it is against the law for a partner to discriminate on the following basis: against any individual in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her for participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.
- H. MAINTAIN A DRUG FREE WORKPLACE:** It is the policy of the WA to provide and maintain a safe and drug free workplace; therefore, all partners shall have a written policy regarding a drug free work place, having at least an equal force and effect as the policy currently in place with the Workforce Alliance.
- I. SECURITY AND SAFETY:** The Workforce Centers is a place that individuals may present a risk, but individuals can come to receive services, and equally promotes initiatives in the community to support appropriate employment to individuals with

multiple barriers to employment. The LWDB asks that all One Stop System Partners follow the following safety standards:

1. Utilize work areas or offices that allow for easily exits or insure the presence of another staff/team member when meeting with a customer where there a potential risk.
2. Restrict access to items that may be used as a weapon.
3. If available inform the security guard when meeting with a customer that presents a risk. If security is not available coordinate services with a supervisor/manager.
4. Call the security guard should you feel uncomfortable or see a fellow staff member in an escalating situation. The security guard can be reach by dialing \*01 on all desk phones or by cell phone at 316-239-4802.
5. Ensure the security of Workforce Center proxy cards and inform helpdesk@workforce-ks.com should your proxy card be missing

In order to provide a productive and safe environment for all One Stop System Partners the LWDB requires all One Stop System Partners to disclose to senior leadership if an employee working out of or is collocated at one of the Workforce Centers in Local Area IV has a felony. All partners are required to perform adequate background checks on staff and volunteers. Please note the following provisions:

1. Individuals with crimes against a person will not be permitted to collocate or work out of LAIV Workforce Centers.
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Example: individuals with financial crimes will not work with money.
3. The LWDB will support the One Stop Partner Agency in screening, assessing, and conducting background checks at the agencies request. A background check must be provided to the LWDB Administrative Agency, the Workforce Alliance, prior to the start date of the employee.

**J. MISCELLANEOUS:**

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2. **MUTUAL RESPECT OF ORGANIZATIONAL PRACTICES:** All partners identified in this MOU or in supplemental agreements to this MOU will respect each other’s organizational practices and management structures in the provision of services under the MOU to the extent allowable under applicable federal, state and local laws, rules, regulations and policies.

**3. RECORDS MAINTENANCE:** The One Stop Operator (WA) shall be responsible for all records pertaining to the administration and operation of the One Stop Centers. The designated One Stop Operator will provide all partners with an annual report that outlines budget expenditures/reconciliations, services provided, populations served and performance information. The source records for this report will be made available to all partners upon request. When a partner's record retention policies are not equal to those stated in the WIOA (29 CFR 97.42), the most stringent of these policies should be applied. Generally, participant case files and fiscal records shall be maintained by each partner agency for a minimum of three years.

**4. TRANSFERABILITY OF MOU:** This MOU shall remain in full force and effect upon the designation of a One Stop Operator to the extent that the designated One Stop Operator shall assume the role of the Workforce Alliance as it applies to the areas of operational responsibility, records maintenance, reporting and performance standards, continuous improvement, EEO standards, operations and support of the collaborative effort as outlined in this MOU.

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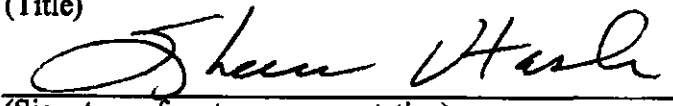
4. TRANSFERABILITY OF MOU: This MOU shall remain in full force and effect upon the designation of a One Stop Operator to the extent that the designated One Stop Operator shall assume the role of the Workforce Alliance as it applies to the areas of operational responsibility, records maintenance, reporting and performance standards, continuous improvement, EEO standards, operations and support of the collaborative effort as outlined in this MOU.

**VI. SIGNATURE PAGE**

BY EXECUTING THIS MEMORANDUM OF UNDERSTANDING (MOU), as evidenced by the signatures set forth below, all parties represent that they have received a copy of this MOU, have reviewed the MOU, find it accurately reflects a general understanding of their role as a partner in the One Stop Centers, and agree to participate in and fully support all of the procedures, policies and processes set forth herein without reservation. The person(s) signing this MOU on behalf of each partner and/or its organization represent that they are duly authorized by the partner and/or its organization to execute this Memorandum of Understanding on its behalf.

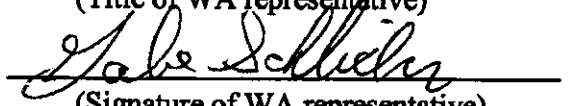
FOR THE PARTNER: Wichita State University Tech- Adult Education and Carl Perkins  
(Typed or printed partner agency name)

BY: Dr. Sheree Utash  
(Typed or printed name of partner representative)

President  
(Title)  
  
(Signature of partner representative)

DATE: 12/8/18

FOR THE WA: Gabe Schlickau  
(Typed or printed name of WA representative)

Chair, Local Workforce Development Board- LAIV  
(Title of WA representative)  
  
(Signature of WA representative)

DATE: July 1, 2018

FOR THE CEOB: Jeff Longwell  
(Typed or printed name of CEOB Chair)

  
(Signature)

DATE: July 1, 2018

**Denise Houston**

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**From:** Jill Hendershot [KDC] <Jill.Hendershot@ks.gov>  
**Sent:** Monday, April 19, 2021 2:53 PM  
**To:** Denise Houston  
**Cc:** Tisha Cannizzo  
**Subject:** Comment for WIOA Plan  
**Attachments:** Comment for Draft of WIOA Local Plan.docx

Denise –

I read through the WIOA plan and noticed something on page 15 regarding the Collocated partners. On the 3<sup>rd</sup> bullet, it says that one of the collocated partners is: National Farm Worker Program, SER Corporation Kansas. That's not true. The NFJP & SER Corp is located at 1020 N Main, Suite D. It might have gotten confused with the Senior Services SER National (Pam White) which is listed at the 8<sup>th</sup> bullet in the non-collocated partners bulleted list. As Area IV's MSFW Outreach Specialist I noticed that as I looked through the plan. Everything else looked fine to me. 😊

I've attached that specific page with the 2 bullets circled. Let me know if you have any questions!

*Thank you for using the services available from the Wichita Workforce Center. We would love your feedback! [CLICK HERE](#) to complete our survey.*

**JILL HENDERSHOT** | *Workforce Professional, OWDS, CDT*

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Response: This error has been corrected in the Local Plan.

and usefulness. Kansas does not maintain a skills gap analysis. Employer demand for skilled workers is reflected in the current openings, short-term, and long-term demand projections described above. To identify and understand a skills gap, the state would need more information on the workforce.

#### **Workforce Development, Education and Training Activities Analysis**

The comprehensive American Job Center in Local Area IV is the Wichita American Job Center. Collocated partners are onsite providing services at the American Job Center. The following partners are collocated at the Wichita American Job Center:

- Job Corps, Flint Hills Job Corps
- Jobs for Veterans State Grant, Kansas Department of Commerce
- National Farm Worker Program, SER Corporation Kansas
- Native American Workforce Program, American Indian Council
- Re-Employment Service, Kansas Department of Commerce
- Senior Community Service Employment Program, Workforce Alliance of South Central Kansas
- Trade Adjustment Assistance, Kansas Department of Commerce
- Wagner-Peyser, Kansas Department of Commerce
- Workforce Innovation and Opportunity Act (WIOA) Title I, Workforce Alliance of South Central Kansas

The following non-collocated partners ensure service availability by cross trained staff and/or a direct linkage:

- Adult Education, Butler Community College
- Adult Education, Cowley College
- Adult Education, NexStep Alliance
- Career and Technical Education (Carl Perkins), Butler Community College
- Career and Technical Education (Carl Perkins), Cowley College
- Career and Technical Education (Carl Perkins), WSU Tech
- Community Services Block Grant-Workforce Services, City of Wichita-Housing and Community Services
- Senior Community Service Employment Program, SER National
- Unemployment Insurance, Kansas Department of Labor
- Vocational Rehabilitation, Kansas Department of Children and Families

#### Strengths and Weaknesses of Workforce Development Activities

Strengths:

- Dislocated Worker and Trade Adjustment Assistance co-enrollment and collaborative case management strategies in the Local Area
- Integrated service delivery model including co-enrollment amongst several partners
- Consistently meet or exceed common performance measures
- Ability to secure non-WIOA resources and leveraging resources and aligning services by braiding multiple funding streams