

**MEMORANDUM OF UNDERSTANDING**  
**Pursuant to the Workforce Innovation and Opportunity Act of 2014**  
**A(n) Stand-Alone MOU.**  
**For the Rock County Job Center**  
**A(n) Comprehensive Job Center**  
**in the Southwest Wisconsin Workforce Development Area.**

This Memorandum of Understanding (MOU) fulfills the Workforce Innovation and Opportunity Act (WIOA) requirements to document and reach agreement among State and other required parties for negotiating cost sharing, service access, service delivery and other matters required and essential to the establishment of the local one-stop delivery system. This MOU describes the commitment of the parties to provide integrated workforce services at the job center(s) listed above in **Southwest Wisconsin Workforce Development Area**.

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## I. Parties

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

<b>WIOA Required Party</b>	<b>Local MOU Party (Organization Name, Signatory, Contact Person, Address, Phone, Email)</b>
Chief Elected Official	Iowa County Board, John Meyers 3110 County Road K Barneveld, WI 608.924.4746; <a href="mailto:supervisor14@iowacounty.org">supervisor14@iowacounty.org</a>
Local Workforce Development Board	Southwest Wisconsin Workforce Development Board Maria Lauck 1370 N. Water Street Platteville, WI 608.723.9068; <a href="mailto:mvlauck@gmail.com">mvlauck@gmail.com</a>
WIOA Title I Adult WIOA Title I Dislocated Worker WIOA Title I Youth Senior Community Service Employment Program (Title V of Older Americans Act of 1965) Reentry Employment Opportunities (REO) program (Second Chance Act of 2007)	Southwest Wisconsin Workforce Development Board Rhonda Suda 1717 Center Ave. Janesville, WI 608.314.3300 ext. 305; <a href="mailto:r.suda@swwdb.org">r.suda@swwdb.org</a>
WIOA Title I Job Corps	N/A
WIOA Title I National Farmworker Jobs Programs (NFJP)	UMOS, Inc. Jose Martinez 2701 S. Chase Ave. Milwaukee, WI 414.389.6006; <a href="mailto:jose.martinez@umos.org">jose.martinez@umos.org</a>
WIOA Title I Native American programs	N/A
WIOA Title I YouthBuild Program Community Services Block Grant employment and training activities (Community Services Block Grant Act)	Community Action, Inc. Marc Perry 20 Eclipse Center Beloit, WI

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	608.313.1310; <a href="mailto:mperry@community-action.org">mperry@community-action.org</a>
WIOA Title II Adult Education and Family Literacy Act (AEFLA) program  Career and technical education programs at post-secondary level, authorized under Carl D. Perkins Career and Technical Education Act of 2006	Blackhawk Technical College Tracy Pierner 6004 S. CTY RD G Janesville, WI 608.757.7772; <a href="mailto:tpierner@blackhawk.edu">tpierner@blackhawk.edu</a>
WIOA Title III Wagner-Peyser ES  Trade Adjustment Assistance (Trade Act of 1974)  Unemployment Compensation programs under state law	Department of Workforce Development – Division of Employment and Training – Job Service Dave Shaw 1717 Center Ave. Janesville, WI 608.901.5692; <a href="mailto:daved.shaw@dwd.wisconsin.gov">daved.shaw@dwd.wisconsin.gov</a>
WIOA Title IV Vocational Rehabilitation program	Department of Workforce Development – Division of Vocational Rehabilitation Andrea Simon 1717 Center Ave. Janesville, WI 608.901.5708; <a href="mailto:andrea.simon@dwd.wisconsin.gov">andrea.simon@dwd.wisconsin.gov</a>
Jobs for Veterans State Grants (Chapter 41 of Title 38)	Department of Workforce Development – Office of Veterans Employment Services Alfonzo Garcia 8600 Sheridan Road Kenosha, WI 262.697.4713; <a href="mailto:Alfonzo.garcia@wi.gov">Alfonzo.garcia@wi.gov</a>
Department of Housing and Urban Development (HUD) employment and training programs	N/A
One-Stop Operator	Manpower Government Solutions, Inc. Matthew Walthius 1717 Center Ave. Janesville, WI 608.314.3300 ext. 336; <a href="mailto:matthew.walthius@manpower.com">matthew.walthius@manpower.com</a>
<b>Non-Required but Allowable Party</b>	<b>Local MOU Party (Organization Name, Signatory, Contact Person, Address, Phone, Email)</b>

Department of Health Services FoodShare Employment and Training (FSET) Program	Southwest Wisconsin Workforce Development Board Rhonda Suda 1717 Center Ave. Janesville, WI 608.314.3300 ext. 305; <a href="mailto:rsuda@swwdb.org">rsuda@swwdb.org</a>
Temporary Assistance for Needy Families (TANF)	Forward Service Corporation Marcia Christiansen 1717 Center Ave. Janesville, WI 608.268.2251; <a href="mailto:mchristiansen@fsc-corp.org">mchristiansen@fsc-corp.org</a>

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

## II. Legal Authority

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

This MOU and its attachments have been created pursuant to the Workforce Innovation and Opportunity Act (29 U.S.C. 3101 et seq.); Joint Rule for Unified and Combined State Plans, Performance Accountability, and One-Stop System Joint Provisions: Final Rule (20 CFR Part 678; 34 CFR Part 361, Subpart F; 34 CFR Part 463, Subpart J); Training and Employment Guidance Letter (TEGL) 16-16, One-Stop Operations Guidance for the American Job Center Network; Rehabilitation Services Administration Technical Assistance Circular 17-02 (RSA-TAC-17-02); TEGL 17-16, Infrastructure Funding of the One-Stop Delivery System; RSA-TAC-17-03.

This MOU is a record in accordance with the Wisconsin State Open Records Law, Wis. Stat. §§ 19.31 – 19.39.

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

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

In connection with the performance of work under this MOU, the parties agree not to discriminate against any employee or applicant for employment because of age, race, religion,

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color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the parties further agree to take affirmative action to ensure equal employment opportunities.

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

### III. Location(s)

This MOU covers service delivery and related costs associated with the following **Comprehensive Job Center**. A description of the services to be provided at the location(s) is included in the applicable Services Grid attachment.

Rock County Job Center  
Matthew Walthius, One-Stop Operator  
1717 Center Ave.  
Janesville, WI 53546  
608.314.3300 ext. 336  
Monday thru Friday 08:00 AM – 05:30 PM  
[www.swwdb.org](http://www.swwdb.org)

### IV. Access

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

- The parties agree to conduct outreach targeting barriered populations in coordination with one another as follows: WDA 11 One-Stop Delivery System partners agree to share partner program information with individual job seekers based on the need of each individual or as deemed appropriate by partner agency staff conducting the initial assessment and during events where job center services are advertised to all attendees of such events. Additionally, each partner agrees to serve all individuals based on program eligibility requirements and the availability of resources.
- The parties agree to ensure the physical accessibility of the one-stop center(s) and layouts of the one-stop center(s) that support a culture of inclusiveness, as follows:

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Partner agency staff agree to provide reasonable accommodations to individual job seekers upon request. This will ensure accessibility to programs and services are available to all. Facilities within the job center network have assistive devices on-hand and readily available for use. Signs are posted to inform individual job seekers of this availability of resources.

- The parties agree to provide full access to all customers to services, including access to technology and materials, made available throughout the local American Job Center System, as follows. (Describe specific arrangements and resources available to assure that individuals with barriers to employment, including individuals with disabilities and English language learners, can access available services.): Access to language services is prevalent throughout WDA 11. Each program has access to language line and translation services specifically for program participants; however, individual job seekers can access such services via partner agency staff on-site at each comprehensive and affiliate job center.
- The parties, with the exception of WIOA Title IV Vocational Rehabilitation program, agree to offer priority of service to veterans and eligible spouses for all WIOA programs, and additionally to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient when providing individualized career services and training services with WIOA Adult funds.

## **V. Referral**

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

- The parties agree to familiarize themselves with the requirements for participation in each of the required party programs.
- To the extent possible, the parties agree to develop materials summarizing their program requirements and to make this accessible to all parties in the local area one-stop centers.
- The parties agree to refer individuals who may be eligible for each other's programs to one another for services.
- The parties agree to evaluate ways to improve the referral process.
- The parties commit to robust and ongoing communication required for an effective referral process.
- The parties commit to actively follow up on referrals to assure that resources of the parties are being leveraged at an optimal level.

Methods of referral to be used include: longstanding methods of referrals between One-Stop partners will continue to be used which include formal and informal referrals. Formal referrals are when partner agency staff provide the Job Center Referral form to the job seeker as requested/needed and assist the job seeker in completing the required information. The completed form will be given to the appropriate agency for further assessment and action.

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Informal referrals are when job seekers are referred to partner programs via face-to-face impromptu meetings, verbal, or electronic communications. Such referrals are given directly to specific partner agency staff member. This is the most used form of referral as it directly connects the job seeker to specific partner agency staff member for assistance.

## **VI. Duration**

This MOU supersedes any previous MOUs for the job center(s) included in this MOU. This MOU shall remain in effect for one program year, effective as of July 1, 2022 to June 30, 2023 or until terminated by the repeal of the Workforce Innovation and Opportunity Act, otherwise by action of law, or in accordance with this MOU. Modifications to this MOU during its effective period shall be governed by Section VII, Modification.

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

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

## **VII. Modification**

This MOU may be amended at any time by written agreement of the parties. If the actual expenditures for a budget line item are projected to increase by 10% or more from the budgeted line item, then the direct payor for that line item must notify all parties participating in the Budget in writing so they may determine whether they agree to amend the MOU.

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

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

Any party may request an amendment to this MOU by giving written notice of the request to the contact person for each of the parties listed at the addresses shown in Section I, considering any information updates received by the parties pursuant to Section I. The written notice must

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include the reasons(s) for the amendment request, each Section of the MOU that will require revision, and the desired date for the amendment to be effective. The Southwest Wisconsin Workforce Development Board shall be responsible for leading and conducting local negotiations regarding the amendment request. Amendments shall not take effect until signed by all parties.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to the contact person for each of the parties listed at the addresses shown in Section I, considering any information updates received by the parties pursuant to Section I. If any party withdraws, the MOU shall remain in effect with respect to other remaining parties until the MOU is renegotiated. Any failure to execute an MOU with a required party must be reported by the local workforce development board to the Governor.

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

#### **VIII. Budget**

The Budget(s), including the infrastructure and shared delivery costs for this MOU among and between the parties, will be negotiated and agreed to annually. The attachment(s) contain the Budget(s) for the job center(s) included in this MOU and represent final budget agreement(s) based on expected annualized numbers. Costs have been allocated based upon each agency's programmatic usage since there are no shared services or resources identified. Should shared delivery system costs be identified, parties agree to discuss the costs and make a decision on whether or not to contribute to the costs based on each agency's programmatic usage and need. Parties agree to cover costs through cash and in-kind contributions as shown on the attachment(s). See Section X for the list of attachments.

Parties agree to actively participate in future MOU negotiations in good faith to reach consensus. The Southwest Wisconsin Workforce Development Board is responsible for beginning negotiations for subsequent MOUs no later than 90 days prior to the expiration of this MOU.

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

**a. Infrastructure Funding**

See Section X: List of Attachments.

**b. Shared Delivery Cost Funding**

See Section X: List of Attachments.

**c. Payment Schedule**

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

**IX. Other Provisions**

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

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

**b. Non-Assignment**

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

**c. Negligence**

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

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**d. Local provisions**

No local provisions are identified at this time.

**X. List of Attachments**

The following attachments for each job center(s) are incorporated as part of this MOU:

Attachment A: Infrastructure Funding Agreement(s)(IFA).

Rock County Job Center

Attachment B: Shared Delivery Cost Agreement(s)(SDC).

Rock County Job Center

Attachment C: Services Grid(s)(SG)

Rock County Job Center

Attachment D: SOLAR (Sharing of Local Area Resources) Budget(s).

Rock County Job Center

**XI. Signatures**

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

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

<b>WIOA Required Party</b>	<b>Name</b>	<b>Title</b>	<b>Signature</b>	<b>Date</b>
Chief Elected Official	John Meyers	Iowa County Board	DocuSigned by: <i>John Meyers</i> 40376117A411443...	1/5/2023
Southwest Wisconsin Workforce Development Board	Maria Lauck	Chairperson	DocuSigned by: <i>Maria Lauck</i> 24C165ED5AF944B...	1/7/2023
Southwest Wisconsin Workforce Development Board – T1/SCSEP/FSET/IL/REO	Rhonda Suda	Chief Executive Officer	DocuSigned by: <i>Rhonda Suda</i> B0A7F9CE6875466...	1/7/2023

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WIOA Title I Job Corps	N/A			
UMOS, Inc. - (NFJP)	Jose Martinez	Sr. Vice President	DocuSigned by: <i>Jose Martinez</i> 9BA141E85CBB409...	1/7/2023
WIOA Title I Native American programs	N/A			
Community Action, Inc. – YouthBuild/CSBG	Marc Perry	Director	DocuSigned by: <i>Marc Perry</i> 6D7F19943DA5426...	1/9/2023
Blackhawk Technical College – T2 & Carl Perkins	Tracy Pierner	President	DocuSigned by: <i>Tracy Pierner</i> F345AEFA83C44C8...	1/11/2023
Department of Workforce Development – T3/TAA/DVR/UC/OVES	Pamela McGillivray	DWD Deputy Secretary	DocuSigned by: <i>Pamela McGillivray</i> 236276D77EED448...	1/11/2023
Department of Housing and Urban Development (HUD) employment and training programs	N/A			
Manpower Government Solutions - OSO	Matthew Walthius	Program Manager	DocuSigned by: <i>Matthew Walthius</i> AFCFFC3C8E454CB...	1/11/2023
<b>Non-Required but Allowable Party</b>	<b>Name</b>	<b>Title</b>	<b>Signature</b>	<b>Date</b>
Forward Service Corporation – TANF/W2	Marcia Christiansen	Chief Executive Officer	DocuSigned by: <i>Marcia Christiansen</i> 1450136C55E24EF...	1/11/2023