

# MEMORANDUM



**Date:** June 16, 2022

**From:** Mr. John Meyers, Chief Local Elected Official

**To:** **Local Elected Officials**

Mr. Marty Brewer

Mr. Jerry Guth

Mr. Robert Keeney

Mr. Russ Podzilni

Mr. Jack Sauer

**RE:** **Southwest Wisconsin Counties Consortium (SWCC) Meeting Notice**

Thursday, June 23, 2022, 1:00 p.m. to 2:00 p.m.

This meeting will be held via GoToMeeting.

**Please join the meeting from your computer, tablet, or smartphone.**

<https://meet.goto.com/841948645>

**You can also dial in using your phone.**

United States: +1 (872) 240-3412

**Access Code:** 841-948-645

The next meeting of the Local Elected Officials, Southwest Wisconsin Counties Consortium is scheduled for Thursday, June 23, 2022, at the time and location listed above.

All county board chairs are urged to attend the meeting. If you cannot attend, please arrange for an alternate to represent your county.

If you are unable to attend the meeting, please contact Katie Gerhards at [k.gerhards@swwdb.org](mailto:k.gerhards@swwdb.org) or (608) 314-3300 two days prior to the meeting date.

SWWDB is an equal opportunity employer and service provider. Upon advance request, reasonable accommodations will be made for persons with disabilities. If special accommodations are needed, please contact Katie Gerhards ([k.gerhards@swwdb.org](mailto:k.gerhards@swwdb.org)) or (608) 314-3300 at least two days prior to the meeting.

A proud partner of the American Job Center network

# Southwest Wisconsin Counties Consortium

Thursday, June 23, 2022

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## **Agenda**

**1. Approval of Agenda** – (Action)

Approval of the June 23, 2022, meeting agenda is requested.

**2. LEO Agreement/Amendment** – (Action)

SWWDB administration is seeking action on the proposed changes. Counsel from Green, Iowa, and Richland Counties have provided guidance/acceptance of the proposed changes.

Rhonda Suda will explain enclosures 1 through 3.

- [Enclosure 1](#) – Iowa County updates to the Chief Elected Officials Consortium Agreement of the Southwest Wisconsin Workforce Development Area
- [Enclosure 2](#) – Agreement with Final Changes
- [Enclosure 3](#) – Amendment to Agreement

Member attendance will determine proposed action.

**3. SWCC and SWWDB Agreement** – (Action)

Approval of the updated agreement between the Consortium and the SWWDB ([Enclosure 4](#)) is requested.

**4. SWWDB By-Laws** – (Action)

Approval of the updated SWWDB By Laws ([Enclosure 5](#)) is requested.

**5. Adjournment**

The next meeting of the Southwest Wisconsin Counties Consortium is tentatively scheduled for August 23, 2022.

**ENCLOSURE 1**

**CHIEF ELECTED OFFICIALS CONSORTIUM AGREEMENT  
OF THE  
SOUTHWEST WISCONSIN WORKFORCE DEVELOPMENT AREA**

FOR THE WISCONSIN COUNTIES OF GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND AND ROCK COUNTIES UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the Counties of Grant, Green, Iowa, Lafayette, Richland and Rock in the State of Wisconsin (hereinafter the Counties).

WITNESSETH:

WHEREAS, the County Board of Supervisors of the aforementioned Counties did previously adopt resolutions authorizing the County Board Chairperson to sign a Consortium Agreement creating the Southwest Wisconsin Counties Consortium under section 66.30, Wisconsin Statutes, in order to administer the provisions of Public Law 105-220, the federal Workforce Investment Act; and,

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

WHEREAS, the Workforce Innovation and Opportunity Act (Public Law 113-128) has been enacted by Congress in replacement of the Workforce Investment Act,

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and each party acknowledges sufficiency of which for itself, the Counties do hereby agree to the following Charter:

AGREEMENT

- SECTION 1: That the Counties of Grant, Green, Iowa, Lafayette, Richland and Rock, under Section 66.030130, Wisconsin Statutes, do hereby constitute themselves to be a consortium for the purposes of Section P.L. 113-128 (Workforce Innovation and Opportunity Act) as ~~codified~~~~described~~ in ~~Title~~ 29 USC Chapter 32.
- SECTION 2: The chief local elected officials (the Chairpersons of the County Board of Supervisors) or the designees of said officials of the Counties in Section 1 shall constitute the Workforce Development Area Consortium of Commissioners (hereinafter, the "Consortium") which shall appoint the Workforce Development Board under the Workforce Innovation and Opportunity ~~ies~~ Act, ~~TitleSection~~ 29 USC Chapter 32.
- SECTION 3: The Consortium shall elect from its membership a Chairperson, a Vice Chairperson and such other officers as may be provided in the by-laws. Vacancies shall be filled by election for the remainder of the unexpired term. The Chairperson shall appoint a staff person of one of the consortium member counties ~~to serve~~ or the administrative entity ~~to serve~~ as consortium clerk.
- SECTION 4: The Consortium shall name a Chief Elected Official from their membership. This person shall have signatory authority and authority to speak for the Consortium in all matters regarding the Workforce Innovation and Opportunity Act. The term of this designation shall be identified.

**Commented [DM1]:** I think this section was renumbered 66.0301 in the Wisconsin Statutes.

## ENCLOSURE 1

- SECTION 5: Roberts Rules of Order, Newly Revised, shall govern the procedures of the Consortium insofar as they do not conflict with applicable law or administrative rules or by-laws duly adopted by the Consortium.
- SECTION 6: The Consortium may adopt operational and procedural bylaws consistent with this Charter, applicable federal and state laws, and rules or regulations pursuant thereto. By-laws or amendments thereto may be adopted by the affirmative vote of 2/3 of the entire membership of the Consortium at any regular meeting called for that purpose, provided that written copies hereof are delivered to each member fifteen (15) days prior to consideration.
- SECTION 7: The Consortium shall appoint the Workforce Development Board of the area. In accordance with the requirements established by the Governor and the criteria established under 29 USC 3122(b), the Consortium appoints the members of the local board from the individuals nominated or recommended to be such members according to 29 USC 3122(c)(l)(B).
- SECTION 8: The Consortium shall execute an agreement with the Workforce Development Board for the operation and functions of the Board under WIOA (29 USC Chapter 32). The Consortium is the grant recipient of the Workforce Innovation grant funds and shall be liable for any misuse of the grant funds allocated to the local area, unless the chief elected official reaches an agreement with the Governor to bear such liability ~~(29 USC 3122(d)(12)(B)(i)(I) and (II))~~. The Consortium will direct the Board to receive the Workforce Innovation and Opportunity Act funds on behalf of the Consortium and serve as administrative entity and fiscal agent and disburse funds at the direction of the local board pursuant to the requirements of 29 USC Chapter 32, subchapter II. 29 USC 3122(d)(12)(B)(i)(III). In the role as grant administrator and fiscal agent, the SWWDB shall:
1. Conduct an annual agency wide unqualified audit, per the requirements of the State of Wisconsin Department of Workforce Development, and shall provide each Local Elected Official with a complete copy of the audit, including any management letter. A copy of any audit response by the SWWDB shall also be provided to the Local Elected Officials.
  2. Maintain both general liability and errors and omissions coverage for past and future liabilities to protect the Local Elected Officials and their respective counties.
  3. ~~In the case of any misuse of grant funds allocated to the local area beyond the parameters stated above, the Consortium agrees to assume liability as required at as follows 29 USC 3122(d)(12)(B)(i)(I) and (II);~~ Liability will be determined based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds. ~~For example, if WIOA funds are misused only by the employee(s) or subcontractor(s) of one member of the Consortium, then only that county shall be held liable for the repayment of the misused funds. If more than one Consortium member is involved, then the respective counties will attempt to reach an agreement as to relative liabilities based upon the facts of the situation.~~ If the Counties are unable to reach agreement, ~~the Consortium shall consider the following when determining responsibility for the repayment of misused funds;~~ then DWD shall make the determination as to respective liabilities. ~~(This (yellow) is the section that it is out~~

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## ENCLOSURE 1

3. of compliance; DWD cannot make the decision.

Proposed changes for member consideration:

- A. Workforce programs in the Southwest Wisconsin Workforce Development Area shall be administered prudently to minimize liability;
- B. Contracts for service delivery shall require indemnification by the contractor in the event that contractor errors or omissions result in disallowed costs or other liability;
- C. Service delivery contractors shall assume repayment of disallowed costs that result in their failure to implement WIOA programs according to public law 113-1258, corresponding federal regulations, and/or State or Local policy;
- D. The SWWDB shall maintain adequate errors and omission insurance as described in the Joint Agreement, to cover CEOs and the SWWDB members;
- E. The Consortium is liable for any misuse of the grant funds allocated to the local area under sections 128 and 133 of the Workforce Innovation and Opportunity Act.
- F. In the case of any misuse of grant funds allocated to the local area, the Consortium agrees to assume liability as follows (Section 20 CFR Section 683.710):
  - As the designated Fiscal Agent for WIOA Title 1 program funds, the SWWDB shall assume liability, not to exceed available reserves, for WIOA disallowed costs.
  - For disallowed costs exceeding Fiscal Agent reserves, liability will be determined by the CEO Consortium based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds.
- G. Finally, after every possible method to reduce liability is exhausted, and the Counties are unable to reach agreement on relative liability, the liability, as determined by the CEO Consortium, shall be apportioned between the six counties in proportion to their respective percentage of the workforce expenditures by WIOA Program in the fiscal year the disallowed cost or other liability occurred. For example, if 10% of WIOA Adult program funds were expended in a County, that County would be responsible for 10% of the liability/disallowed cost.

SECTION 9: The Consortium shall perform all functions for local elected officials as contained in P.L.113-128, the Workforce Innovation and Opportunities Act including:

1. Submit a request for initial designation of a workforce development area and consult with the Governor on the initial designation and future re-designation of a Workforce Development Area. (29 USC 3121(b)(2) and 29 USC 3121(b)(1)(A)(ii))
2. Work with the local board to:
  - A. Develop local and regional plan(s);
    - i. Develop and submit to the Governor a comprehensive 4-year local plan

**Commented [DM2]:** I agree that that the highlighted language is incorrect and should be changed.

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## ENCLOSURE 1

- for the region that is consistent with the State plan. 29 USC 3122 (d)(l) and 3123(a).
- ii. Consult with the State to identify regions, consistent with the considerations described in 29 USC 3121(b)(l)(B). 29 USC 3121 (a)(l).
  - iii. Engage in a regional planning process and prepare, submit, and obtain approval of a single regional plan consistent with the requirements in 29 USC 3121(c).
- B. Develop and administer budget and grant responsibilities:
- i. Annually review and approve the local board's budget for the activities of the local board. 29 USC 3122(d)(12)(A).
- C. Oversee workforce programs:
- i. Work with the local board to conduct oversight with respect to local programs of youth activities authorized under 29 USC 3164(c), local employment and training activities authorized under 29 USC 3174(c) and (d), and the one-stop delivery system in the local area; and ensure the appropriate use and management of the WIOA funds provided for these activities and one-stop delivery system; and for workforce development activities, ensure the appropriate use, management and investment of funds to maximize performance outcomes under section 29 USC 3141 and 29 USC 3122(d)(8).
  - ii. In cooperation with the local board, competitively designate or certify One Stop Operators, as described in 29 USC 3151(d)(2)(A) or terminate for cause the eligibility of such operators. 29 USC 3122(d)(10)(A).
  - iii. Review and approve a Memorandum of Understanding (MOU) between the local board and the One Stop Partners, relating to the operation of the One Stop delivery system in the local area, consistent with the requirements in 29 USC 3151(c)(2). 29 USC 3151(c)(l).
  - iv. In agreement with the local board, conduct oversight of the one-stop delivery system, 29 USC 3151(a)(3), and consult with the State as it establishes objective criteria and procedures used to evaluate the operation of the one-stop center as described in 29 USC 3151(g).
  - v. Consult with the local board, the One Stop Operator, and the One Stop- Partners regarding funding of the One Stop infrastructure as described in 29 USC 3151(h)
  - vi. Consult with the Governor as he or she establishes guidance for infrastructure one stop funding (29 USC 3151(H)(l)(B) and determines funding as described in 29 USC 3151(h)(2)(C),
  - vii. Consult with the Governor as he/she determines funding allocation for youth activities and a statewide workforce investment activities under 29 USC 3162(b)(l)(C). 29 USC 3163(b).
  - viii. Consult with the Governor as he/she determines funding allocation for adult employment and training activities and a statewide workforce activities under 29 USC 3172(b)(l)(B). 29 USC 3173(b)(l).
3. Work with the local board and the Governor to negotiate and reach agreement on local performance measures. 29 USC 3122(d)(9).

**ENCLOSURE 1**

- 4. Determine whether to appeal a gubernatorial reorganization determination made under 29 USC 3141(g)(A) to the Governor under 29 USC 3141(g)(B)(i) and to the Secretary of the U.S. Department of Labor under 29 USC 3141(g)(B)(ii).

SECTION 10: This Charter agreement shall be effective when executed by the chief elected official thereof and shall thereupon act to repeal and supersede any and all prior written or oral consortium agreements. This Charter may only be revised, modified or amended in writing and upon a majority vote of the Consortium with the governing By-Laws.

SECTION 11: The Consortium may be dissolved and this Charter may be rescinded only with the consent of all the Boards of Supervisors of the counties party hereto and the Governor.

**For Grant County**

_____	_____
Printed Name	Title
_____	_____
Signature	Date

**For Green County**

_____	_____
Printed Name	Title
_____	_____
Signature	Date

**For Iowa County**

_____	_____
Printed Name	Title
_____	_____
Signature	Date

**For Lafayette County**

**ENCLOSURE 1**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For Richland County**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For Rock County**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## ENCLOSURE 2

### CHIEF ELECTED OFFICIALS CONSORTIUM AGREEMENT OF THE SOUTHWEST WISCONSIN WORKFORCE DEVELOPMENT AREA

FOR THE WISCONSIN COUNTIES OF GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND AND ROCK COUNTIES UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the Counties of Grant, Green, Iowa, Lafayette, Richland and Rock in the State of Wisconsin (hereinafter the Counties).

#### WITNESSETH:

WHEREAS, the County Board of Supervisors of the aforementioned Counties did previously adopt resolutions authorizing the County Board Chairperson to sign a Consortium Agreement creating the Southwest Wisconsin Counties Consortium under section 66.0301, Wisconsin Statutes, in order to administer the provisions of Public Law 105-220, the federal Workforce Investment Act; and,

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

WHEREAS, the Workforce Innovation and Opportunity Act (Public Law 113-128) has been enacted by Congress in replacement of the Workforce Investment Act,

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and each party acknowledges sufficiency of which for itself, the Counties do hereby agree to the following Charter:

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- SECTION 1: That the Counties of Grant, Green, Iowa, Lafayette, Richland and Rock, under Section 66.0301, Wisconsin Statutes, do hereby constitute themselves to be a consortium for the purposes of Section P.L. 113-128 (Workforce Innovation and Opportunity Act) as codified in Title 29 USC Chapter 32.
- SECTION 2: The chief local elected officials (the Chairpersons of the County Board of Supervisors) or the designees of said officials of the Counties in Section 1 shall constitute the Workforce Development Area Consortium of Commissioners (hereinafter, the "Consortium") which shall appoint the Workforce Development Board under the Workforce Innovation and Opportunity Act, Title 29 USC Chapter 32.
- SECTION 3: The Consortium shall elect from its membership a Chairperson, a Vice Chairperson and such other officers as may be provided in the by-laws. Vacancies shall be filled by election for the remainder of the unexpired term. The Chairperson shall appoint a staff person of one of the consortium member counties or the administrative entity to serve as consortium clerk.
- SECTION 4: The Consortium shall name a Chief Elected Official from their membership. This person shall have signatory authority and authority to speak for the Consortium in all matters regarding the Workforce Innovation and Opportunity Act. The term of this designation shall be identified.

Commented [DM1]: I think this section was renumbered 66.0301 in the Wisconsin Statutes.

## ENCLOSURE 2

- SECTION 5: Roberts Rules of Order, Newly Revised, shall govern the procedures of the Consortium insofar as they do not conflict with applicable law or administrative rules or by-laws duly adopted by the Consortium.
- SECTION 6: The Consortium may adopt operational and procedural bylaws consistent with this Charter, applicable federal and state laws, and rules or regulations pursuant thereto. By-laws or amendments thereto may be adopted by the affirmative vote of 2/3 of the entire membership of the Consortium at any regular meeting called for that purpose, provided that written copies hereof are delivered to each member fifteen (15) days prior to consideration.
- SECTION 7: The Consortium shall appoint the Workforce Development Board of the area. In accordance with the requirements established by the Governor and the criteria established under 29 USC 3122(b), the Consortium appoints the members of the local board from the individuals nominated or recommended to be such members according to 29 USC 3122(c)(I)(B).
- SECTION 8: The Consortium shall execute an agreement with the Workforce Development Board for the operation and functions of the Board under WIOA (29 USC Chapter 32). The Consortium is the grant recipient of the Workforce Innovation grant funds and shall be liable for any misuse of the grant funds allocated to the local area, unless the chief elected official reaches an agreement with the Governor to bear such liability (29 USC 3122(d)(12)(B)(i)(I) and (II)). The Consortium will direct the Board to receive the Workforce Innovation and Opportunity Act funds on behalf of the Consortium and serve as administrative entity and fiscal agent and disburse funds at the direction of the local board pursuant to the requirements of 29 USC Chapter 32, subchapter II. 29 USC 3122(d)(12)(B)(i)(III). In the role as grant administrator and fiscal agent, the SWWDB shall:
1. Conduct an annual agency wide unqualified audit, per the requirements of the State of Wisconsin Department of Workforce Development and shall provide each Local Elected Official with a complete copy of the audit, including any management letter. A copy of any audit response by the SWWDB shall also be provided to the Local Elected Officials.
  2. Maintain both general liability and errors and omissions coverage for past and future liabilities to protect the Local Elected Officials and their respective counties.
  3. In the case of any misuse of grant funds allocated to the local area beyond the parameters stated above, the Consortium agrees to assume liability as required at 29 USC 3122(d)(12)(B)(i)(I) and (II): Liability will be determined based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds. If the Counties are unable to reach agreement, the Consortium shall consider the following when determining responsibility for the repayment of misused funds:
    - A. Workforce programs in the Southwest Wisconsin Workforce Development Area shall be administered prudently to minimize liability.
    - B. Contracts for service delivery shall require indemnification by the contractor in the event that contractor errors or omissions result in disallowed costs or other liability;

## ENCLOSURE 2

- C. Service delivery contractors shall assume repayment of disallowed costs that result in their failure to implement WIOA programs according to public law 113-128, corresponding federal regulations, and/or State or Local policy;
- D. The SWWDB shall maintain adequate errors and omission insurance as described in the Joint Agreement, to cover CEOs and the SWWDB members;
- E. The Consortium is liable for any misuse of the grant funds allocated to the local area under sections 128 and 133 of the Workforce Innovation and Opportunity Act.
- F. In the case of any misuse of grant funds allocated to the local area, the Consortium agrees to assume liability as follows (Title 20 CFR Section 683.710):
  - As the designated Fiscal Agent for WIOA Title 1 program funds, the SWWDB shall assume liability, not to exceed available reserves, for WIOA disallowed costs.
  - For disallowed costs exceeding Fiscal Agent reserves, liability will be determined by the CEO Consortium based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds.
- G. Finally, after every possible method to reduce liability is exhausted, and the Counties are unable to reach agreement on relative liability, the liability, as determined by the CEO Consortium, shall be apportioned between the six counties in proportion to their respective percentage of the workforce expenditures by WIOA Program in the fiscal year the disallowed cost or other liability occurred. For example, if 10% of WIOA Adult program funds were expended in a County, that County would be responsible for 10% of the liability/disallowed cost.

SECTION 9: The Consortium shall perform all functions for local elected officials as contained in P.L.113-128, the Workforce Innovation and Opportunities Act including:

1. Submit a request for initial designation of a workforce development area and consult with the Governor on the initial designation and future re-designation of a Workforce Development Area. (29 USC 3121(b)(2) and 29 USC 3121(b)(1)(A)(ii))
2. Work with the local board to:
  - A. Develop local and regional plan(s);
    - i. Develop and submit to the Governor a comprehensive 4-year local plan for the region that is consistent with the State plan. 29 USC 3122 (d)(I) and 3123(a).
    - ii. Consult with the State to identify regions, consistent with the considerations described in 29 USC 3121(b)(1)(B). 29 USC 3121 (a)(I).
    - iii. Engage in a regional planning process and prepare, submit, and obtain approval of a single regional plan consistent with the requirements in 29 USC 3121(c).
  - B. Develop and administer budget and grant responsibilities:
    - i. Annually review and approve the local board's budget for the activities

## ENCLOSURE 2

of the local board. 29 USC 3122(d)(12)(A).

- C. Oversee workforce programs:
- i. Work with the local board to conduct oversight with respect to local programs of youth activities authorized under 29 USC 3164(c), local employment and training activities authorized under 29 USC 3174(c) and (d), and the one-stop delivery system in the local area; and ensure the appropriate use and management of the WIOA funds provided for these activities and one-stop delivery system; and for workforce development activities, ensure the appropriate use, management and investment of funds to maximize performance outcomes under section 29 USC 3141 and 29 USC 3122(d)(8).
  - ii. In cooperation with the local board, competitively designate or certify One Stop Operators, as described in 29 USC 3151(d)(2)(A) or terminate for cause the eligibility of such operators. 29 USC 3122(d)(10)(A).
  - iii. Review and approve a Memorandum of Understanding (MOU) between the local board and the One Stop Partners, relating to the operation of the One Stop delivery system in the local area, consistent with the requirements in 29 USC 3151(c)(2). 29 USC 3151(c)(l).
  - iv. In agreement with the local board, conduct oversight of the one-stop delivery system, 29 USC 3151(a)(3), and consult with the State as it establishes objective criteria and procedures used to evaluate the operation of the one-stop center as described in 29 USC 3151(g).
  - v. Consult with the local board, the One Stop Operator, and the One Stop- Partners regarding funding of the One Stop infrastructure as described in 29 USC 3151(h)
  - vi. Consult with the Governor as he or she establishes guidance for infrastructure one stop funding (29 USC 3151(H)(l)(B) and determines funding as described in 29 USC 3151(h)(2)(C),
  - vii. Consult with the Governor as he/she determines funding allocation for youth activities and a statewide workforce investment activities under 29 USC 3162(b)(l)(C). 29 USC 3163(b).
  - viii. Consult with the Governor as he/she determines funding allocation for adult employment and training activities and a statewide workforce activities under 29 USC 3172(b)(l)(B). 29 USC 3173(b)(l).
3. Work with the local board and the Governor to negotiate and reach agreement on local performance measures. 29 USC 3122(d)(9).
  4. Determine whether to appeal a gubernatorial reorganization determination made under 29 USC 3141(g)(A) to the Governor under 29 USC 3141(g)(B)(i) and to the Secretary of the U.S. Department of Labor under 29 USC 3141(g)(B)(ii).

SECTION 10: This Charter agreement shall be effective when executed by the chief elected official thereof and shall thereupon act to repeal and supersede any and all prior written or oral consortium agreements. This Charter may only be revised, modified or amended in writing and upon a majority vote of the Consortium with the governing By-Laws.

**ENCLOSURE 2**

SECTION 11: The Consortium may be dissolved and this Charter may be rescinded only with the consent of all the Boards of Supervisors of the counties party hereto and the Governor.

**For Grant County**

_____	_____
Printed Name	Title
_____	_____
Signature	Date

**For Green County**

_____	_____
Printed Name	Title
_____	_____
Signature	Date

**For Iowa County**

_____	_____
Printed Name	Title
_____	_____
Signature	Date

**For Lafayette County**

_____	_____
Printed Name	Title
_____	_____
Signature	Date

**ENCLOSURE 2**

**For Richland County**

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**For Rock County**

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Chief Elected Officials Consortium Agreement  
of the Southwest Wisconsin Workforce Development Area**  
for the Wisconsin Counties of Grant, Green, Iowa, Lafayette, Richland and Rock Counties under the  
Workforce Innovation and Opportunity Act of 2014

-Amendment 1-

1. This amendment (the "Amendment"), dated June 23, 2022, is made by Chief Elected Officials of Grant, Green, Iowa, Lafayette, Richland, and Rock Counties through majority vote.
2. The Agreement is amended as follows:

**Page 1**, change 66.30 to 66.0301 (corrected statute reference)

**Section 1**, change 66.30 to 66.0301 (corrected statute reference); replace "described" with "codified"; replace "Opportunities" with "Opportunity"; and, insert "Title" before "29".

**Section 2**, replace "section" with "Title".

**Section 3**, the last sentence shall read: The Chairperson shall appoint a staff person of one of the consortium member counties or the administrative entity to serve as consortium clerk.

**Section 8, Item 3**, is deleted and replaced with the following language:

In the case of any misuse of grant funds allocated to the local area beyond the parameters stated above, the Consortium agrees to assume liability as required at [29 USC 3122\(d\)\(12\)\(B\)\(i\)\(I\) and \(II\)](#): Liability will be determined based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds. If the Counties are unable to reach agreement, the Consortium shall consider the following when determining responsibility for the repayment of misused funds:

- A. Workforce programs in the Southwest Wisconsin Workforce Development Area shall be administered prudently to minimize liability.
- B. Contracts for service delivery shall require indemnification by the contractor in the event that contractor errors or omissions result in disallowed costs or other liability;
- C. Service delivery contractors shall assume repayment of disallowed costs that result in their failure to implement WIOA programs according to public law 113-128, corresponding federal regulations, and/or State or Local policy;
- D. The SWWDB shall maintain adequate errors and omission insurance as described in the Joint Agreement, to cover CEOs and the SWWDB members;
- E. The Consortium is liable for any misuse of the grant funds allocated to the local area under sections 128 and 133 of the Workforce Innovation and Opportunity Act.
- F. In the case of any misuse of grant funds allocated to the local area, the Consortium agrees to assume liability as follows (Title [20 CFR Section 683.710](#)):
  - As the designated Fiscal Agent for WIOA Title 1 program funds, the SWWDB shall assume liability, not to exceed available reserves, for WIOA disallowed costs.

**ENCLOSURE 3**

- For disallowed costs exceeding Fiscal Agent reserves, liability will be determined by the CEO Consortium based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds.
  - G. Finally, after every possible method to reduce liability is exhausted, and the Counties are unable to reach agreement on relative liability, the liability, as determined by the CEO Consortium, shall be apportioned between the six counties in proportion to their respective percentage of the workforce expenditures by WIOA Program in the fiscal year the disallowed cost or other liability occurred. For example, if 10% of WIOA Adult program funds were expended in a County, that County would be responsible for 10% of the liability/disallowed cost.
3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

**For Grant County**

\_\_\_\_\_  
Robert Keeney  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
County Board Chair  
Title

\_\_\_\_\_  
Date

**For Green County**

\_\_\_\_\_  
Jerry Guth  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
County Board Chair  
Title

\_\_\_\_\_  
Date

**For Iowa County**

\_\_\_\_\_  
John Meyers  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
County Board Chair  
Title

\_\_\_\_\_  
Date

**For Lafayette County**

\_\_\_\_\_  
Jack Sauer  
Printed Name

\_\_\_\_\_  
County Board Chair  
Title



**ENCLOSURE 3**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For Richland County**

\_\_\_\_\_  
Marty Brewer  
Printed Name

\_\_\_\_\_  
County Board Chair  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For Rock County**

\_\_\_\_\_  
Russ Podzilni  
Printed Name

\_\_\_\_\_  
County Board Supervisor  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard Bostwick  
Printed Name

\_\_\_\_\_  
County Board Chair  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Memorandum of Agreement  
Between the Southwest Counties Consortium and the  
Southwest Wisconsin Workforce Development Board

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The Workforce Innovation and Opportunity Act, Public Law 113-128, hereinafter referred to as “WIOA”, authorizes the expenditure of federal funds for employment and training activities in locally determined workforce development areas (WDAs). This agreement is made and entered into this ~~\_\_\_\_\_~~20 day of ~~June~~ 2022~~December 2015~~ by and between the Southwest Wisconsin Counties Consortium, hereinafter referred to as “SWCC”, and the Southwest Wisconsin Workforce Development Board, Inc., hereinafter referred to as “SWWDB” to ensure the proper planning and oversight of workforce development activities and compliance to the WIOA and applicable regulations.

**WHEREAS**, the Counties of Grant, Green, Iowa, Lafayette, Richland and Rock have been designated as a Workforce Development Area (WDA) under the WIOA; and

**WHEREAS**, the Counties of Grant, Green, Iowa, Lafayette, Richland and Rock have declared their intent to provide workforce development services as defined in the WIOA; and

**WHEREAS**, the Locally Elected Officials (LEOs), officially known as the Southwest Wisconsin Counties Consortium, have established a Workforce Development Board to provide policy guidance for and exercise oversight responsibility with respect to activities under the Local Workforce Development Plan for the Southwest Wisconsin Workforce Development Area; and

**WHEREAS**, the SWCC is the appointing authority for members of the SWWDB under the WIOA; and

**WHEREAS**, the Wisconsin Department of Workforce Development, under the authority of the WIOA, requires an agreement between locally elected officials (SWCC) (described in WIOA as chief elected officials) and the local workforce development board (SWWDB) that describes the roles and responsibilities of each party.

**NOW, THEREFORE, BE IT RESOLVED** that this Agreement, pursuant to the WIOA, is made and entered between the SWCC and SWWDB; and

**BE IT FURTHER RESOLVED** that this Agreement, fairly and fully describes the authorities and responsibilities of each partner.

**I. Purpose:**

The SWCC and the SWWDB share a collaborative relationship to ensure workforce development activities taking place in the Southwest Wisconsin Workforce Development Area promote economic health and create a competitive advantage for the region. The purpose of this Agreement is to define the duties, roles and responsibilities of the chief elected officials (CEOs) of the SWCC and the SWWDB under the Workforce Innovation and Opportunity Act of 2014.

**II. Authorities and Responsibilities of the SWCC:**

- A. (Local Area Designation) The SWCC shall submit a request for initial designation of the local workforce development area (WDA 11 - Southwest Wisconsin Workforce Development Area) and consult with the Governor of the State of Wisconsin on any sub-sequent re-designation of the local workforce development area.
- B. (Board Appointment) In accordance with the requirements established by the Governor, the criteria established under the WIOA, and the SWCC Agreement, the SWCC shall appoint the members of the SWWDB.

C. (Fiscal and Administrative Activities)

1. The SWCC shall serve as the grant recipient for, and be liable for any misuse of, the WIOA grant funds allocated to the Southwest Wisconsin Workforce Development Area.
2. SWCC shall designate the SWWDB to serve as the local fiscal agent and to receive the WIOA funds on behalf of Southwest Wisconsin Workforce Development Area. Such designation shall not relieve the SWCC for any misuse of grant funds.
3. SWCC shall designate the SWWDB to serve as the administrative entity responsible for workforce planning and activities defined under the WIOA in the local workforce development area.
4. (Budget) SWCC shall review and approve annual budgets that will allow SWWDB to carry out the duties of the local board as defined in the WIOA and supported by this Agreement.
5. The SWCC shall review and approve a Memorandum of Understanding (MOU) between the SWWDB and the One Stop Partners, relating to the operation of the One Stop delivery system in the Southwest Wisconsin Workforce Development Area, consistent with the requirements in 29 USC 3151(c)(2), 29 USC 3151(c)(1).
6. The SWCC shall consult with the Governor as he/she determines funding allocation for youth activities and statewide workforce investment activities.
7. The SWCC shall consult with the Governor as he/she determines funding allocation for adult employment and training activities and a statewide workforce investment activities.

- D. (Performance Measurement/Sanctions) In the event of unsuccessful performance as defined in the WIOA, the SWCC shall determine whether to appeal a gubernatorial reorganization to the Governor and to the Secretary of the U.S. Department of Labor.

**III. Authorities and Responsibilities of the SWWDB:**

A. (Fiscal and Administrative Activities)

1. The SWWDB shall establish and maintain a private not-for profit, 501(c) 3 corporation to serve as the local fiscal agent and administrative entity for the Southwest Wisconsin Workforce Development Area.
2. The SWWDB shall conduct an annual agency-wide unqualified audit, per the requirements of the State of Wisconsin's Department of Workforce Development, and shall provide each local elected official with a complete copy of the audit, including a management letter. A copy of any audit response by the SWWDB shall also be provided to the Local Elected Officials.
3. The SWWDB shall prepare, and have approved by the SWCC, a budget for the purpose of carrying out the duties of the SWWDB for the operation and oversight of workforce development programs and services allowable under the WIOA.
4. The SWWDB shall disburse grant funds, in accordance with applicable rules and regulations, for workforce development activities as approved by fully executed contracts or other authorizing agreements.
5. The SWWDB shall hire the Chief Executive Officer and employ staff needed for the planning and administration of allowable programs and services, and the disbursement of grant funds.
6. The SWWDB may solicit and accept grants and donations from sources other than the Federal funds made available under this act.
7. The SWWDB shall establish and maintain by-laws and operating policies to ensure the efficient administration and management of workforce development activities and grant

funds. In the event by-laws are in conflict with this agreement, this agreement shall prevail.

- B. (Workforce Research and Regional Labor Market Information) To assist in the development and implementation of the local plan, the SWWDB shall analyze local economic conditions, assist the Governor in developing the workforce and labor market information system including knowledge and skills needed for the region, region's workforce, and conduct other research and activities related to workforce needs.
- C. (Convening, Brokering, Leveraging) The SWWDB shall engage local workforce stakeholders to assist in the development of the local plan and in identifying non-Federal expertise and resources to leverage support workforce development activities.
- D. (Employer Engagement) The SWWDB shall lead efforts to engage with a diverse range of employers and with entities involved to promote business representation, to develop linkages with employers to increase utilization of the workforce development system, to ensure activities meet the needs of employers and support economic growth, and to develop and implement proven strategies for meeting the employment and skill needs of workers and employers.
- E. (Career Pathway Development) The SWWDB, with representatives of secondary and post-secondary education programs, shall lead efforts in the local area to develop and implement career pathways.
- F. (Proven and Promising Practices) The SWWDB shall lead efforts to identify and promote proven and promising strategies and initiatives for meeting workforce customer needs including ensuring universal access to One-Stop and workforce programs, activities and resources.
- G. (Technology) The SWWDB shall develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers and job-seekers.
- H. (Selection of Operators and Providers)
  - 1. The SWWDB shall identify eligible providers of youth workforce activities in the local area by awarding grants or contract on a competitive bases (except as provided in section 123(b)). The eligibility of such providers may be terminated for cause.
  - 2. If the one-stop operator does not provide career services, SWWDB shall identify eligible providers of career services in the local area as described in the WIOA.
  - 3. The SWWDB shall identify eligible providers of training services in the local area.
  - 4. The SWWDB shall work with the State to ensure there are sufficient numbers and types of providers of career and training services in a manner that maximizes consumer choices in addition to providing opportunities that lead to competitive integrated employment for individuals with disabilities.
- I. (Coordination with Education Providers) The SWWDB shall coordinate activities with education and training providers in the local area, including providers of workforce investment activities, providers of adult education and literacy under title II, providers of career and technical education and local agencies administering plans under title I of the Rehabilitation Act of 1973. This coordination shall include:
  - 1. Reviewing adult education and literacy activities under title II for the local area as required by the WIOA to determine whether such applications are consistent with the local plan; and
    - a. Shall make recommendations to the eligible agency to promote alignment with the local plan.
  - 2. Replicating and implementing cooperative agreements (in accordance with subparagraph (B) of section 101(a) of the Rehabilitation Act of 1973) with local agencies to promote and

enhance the provision of services to individuals with disabilities and other individual such as cross-training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts to improve cooperation, collaboration and coordination.

3. "Cooperative agreement" under this section means an agreement entered into by a State designated agency or unit under subparagraph (A) of section 101(a)(11) of the Rehabilitation Act of 1973.
- J. (Accessibility for Individuals with Disabilities) The SWWDB shall annually assess the physical and programmatic accessibility, in accordance of section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 of all one-stop centers in the local area.

#### IV. Shared and/or Coordinated Responsibilities:

- A. (Insurance) The SWWDB shall obtain and maintain all required insurances. Policies shall include: **comprehensive general liability (including personal injury and civil rights coverage), directors and officers, audit exception insurance, automobile, worker's compensation, and errors and omissions, for past and future liabilities**, in such amounts as may be necessary to protect the members of the SWWDB, the SWCC their respective counties, which shall be names as insureds under these policies. The SWWDB shall also obtain fidelity bond protection for the SWWDB as an entity against the loss of money or property caused by the dishonesty on the part SWWDB members, staff, sub-contractors or program participants.
- B. (Liability) As indicated above, the SWWDB will maintain both general liability and errors and omissions coverage for past and future liabilities to protect the member of the SWCC and their respective counties. In the case of any misuse of grant funds allocated to the local area beyond the parameters listed above, the SWCC agrees to assume liability as follows (29 USC 3122(d)(B)(i)(I) and (II): *liability will be determined based upon the particular facts of the situation as to the responsibility of individual SWCC members for the particular members. If more than one SWCC member is involved, then the respective counties will attempt to reach an agreement as to relative liabilities based upon the fact of the situation. If counties are unable to reach agreement, ~~then DWD shall make the determination.~~ the SWCC shall adhere to process identified in SECTION 8 of the Chief Elected Officials Consortium Agreement of the Southwest Wisconsin Workforce Development Area to determine member liability.*
- C. (Local Plan)
  1. The SWWDB, in partnership with the SWCC, shall develop and submit and submit a local plan to the Governor that meets the requirements in section 108. If the local area is a part of a region that includes other local area, the SWWDB and the SWWC shall collaborate with other local boards and chief elected officials in the preparation and submission of regional plan as described in section 106(c) (2).
  2. Upon approval of the local Workforce Development Plan, the SWWDB shall be responsible for the implementation of the local Workforce Development Plan.
  3. The SWWDB, under SWCC oversight, shall assure that equitable services are provided throughout the Southwest Wisconsin Workforce Development Area.
  4. The SWWDB shall provide ongoing oversight, including review, monitoring, evaluation, and contract management of the programs conducted under the local Workforce Development Plan.
  5. The SWCC reserves the right to oversee the general progress and conduct of the local Workforce Development Plan. The SWWDB shall have full and final authority with respect to actions regarding SWWB staff and the development, execution, termination or modification

of individual sub-contracts or sub-grants consistent deemed necessary to support the implementation of the local Workforce Development Plan.

6. Consistent with federal and state laws, use of funds under the WIOA or any other funds received or administered by the SWWDB shall not result in the displacement of currently employed workers or impair existing contracts for services. Funds shall not be used to support or not support collective bargaining.
- D. (Negotiation of Local Performance Measures) The SWWDB, the SWCC and the Governor shall negotiate and reach agreement on local performance accountability measures as described in section 116(c).
- E. (Records) The SWCC and the SWWDB shall conduct business openly and in accordance with the Wisconsin Open Meetings Laws:
  1. All actions must be authorized by a majority pf the members present in compliance with the by-laws of each entity.
  2. When it is necessary to hold a Closed Session meeting, SWCC members shall not be excluded from SWWDB meetings. SWWDB members will not be allowed to participate in SWCC Closed Sessions, although they may participate at the invitation of SWCC.
  3. The SWWDB Chief Executive Officer shall be the custodian of the public records of the SWCC and SWWDB, including meeting agendas and minutes, contracts, fiscal and management documentation:
    - a. The public shall be notified of all SWCC and SWWDB meetings.
    - b. Agendas and meeting minutes, except for closed sessions, shall be maintained on the corporate website, [www.swwdb.org](http://www.swwdb.org).
- F. (Program Oversight) The SWWDB, in partnership with the SWCC, shall:
  1. Conduct oversight for local youth workforce development activities, local employment and training activities for adults, the one-stop delivery system in the local area; and consult with the State as it established objective criteria and procedures to evaluate the operation of the one-stop center(s).
  2. Consult with the One-Stop Operator and partners regarding the funding of the One-Stop infrastructure.
  3. Ensure the appropriate use and management of funds provided through the WIOA for workforce development activities;
  4. Ensure the appropriate use, management, and investment of funds to maximize performance outcomes under section 116.
  5. Consistent with Section 121(d), shall competitively designate or certify one-stop operators and may terminate for cause the eligibility of such operators.

## V. Other Conditions and Provisions

- A. It is agreed that this document constitutes the entire scope of the Memorandum Agreement between the parties and all previous communication between the parties, whether oral or written, are void and superseded.
- B. Both the SWCC and the SWWDB must agree to any change, revisions, modification or amendment to the terms and provisions of this agreement, by way of a written amendment, fully executed by both parties, prior to any change becoming effective.
- C. Both the SWCC and the SWWDB commit to a positive, interactive and workforce focused

relationship. In the event of a disagreement between the parties, each party shall appoint four (4) of their voting members to a Conference Committee to resolve differences and reach a consensus agreement. The Chief Local Elected Official (CLEO) of the SWCC shall chair the Conference Committee. A tie vote will be broken by the CLEO.

- D. Neither party has the right or power to assign, subcontract, or transfer any duties or interest in this agreement unless such assignment is authorized in writing by both parties.
- E. The Chairperson of the SWWDB and Chief Local Elected Official (CLEO), or in their absence or disability, the First Vice-chairperson of the SWWDB and Vice-Chairperson of the SWCC, shall be signatories for the SWWDB and the SWCC respectively when the authorized to execute any documents for their respective organizations.
- F. The duration of this agreement shall be from the date of execution by each member of the SWCC and the Chairperson of the SWWDB and is perpetual throughout the existence of the Southwest Wisconsin Workforce Development Board, Inc.
- G. The SWWDB shall keep current with the payment of all employer taxes, workers compensation and unemployment tax payments, and shall file timely reports required by the IRS and the Wisconsin Department of Revenue.

**VI. Closeout of Workforce Investment Act**

It is understood by all parties to this Agreement that the SWWDB shall be responsible for the timely phase-down and closeout of all the Workforce Investment Act responsibilities.

**IN WITNESS WHEREOF**, the Southwest Wisconsin Counties Consortium and the Southwest Wisconsin Workforce Development Board execute this agreement as of the date and year listed below.

**For the SWWDB (Southwest Wisconsin Workforce Development Board)**

SWWDB Chairperson	Date	SWWDB Chief Executive Officer	Date
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**For the SWCC (Southwest Wisconsin Counties Consortium):**

Gant County Board Chair	Date	Lafayette County Board Chair	Date
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Green County Board Chair	Date	Richland County Board Chair	Date
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Iowa County Board Chair	Date	Rock County Board Chair	Date
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**BY-LAWS  
OF  
SOUTHWEST WISCONSIN WORKFORCE DEVELOPMENT BOARD, INC.**

**ARTICLE I: Name of the Organization.**

The name of the corporation shall be Southwest Wisconsin Workforce Development Board, Inc.

**ARTICLE II: Term of the Organization.**

The period of existence shall be perpetual.

**ARTICLE III: Purpose of the Organization.**

**Section 1. Geographic Area**

The areas to be served by the Southwest Wisconsin Workforce Development Board (SWWDB) for purposes of the Workforce Investment Act and the Workforce Innovation and Opportunity Act (WIOA) are the Wisconsin counties of Grant, Green, Iowa, Lafayette, Richland and Rock, which have been designated as a Workforce Development Area (WDA 11) pursuant to the provisions of Section 117 of the Workforce Investment Act (WIA) and Section 106 of WIOA. The board may serve additional counties in Wisconsin as subsequently re-designated by the Governor of the State of Wisconsin.

**Section 2. Purpose.**

A. The Southwest Wisconsin Workforce Development Board (SWWDB) is organized for the following purposes:.

- 1) Providing public policy guidance for, and strategic and operational oversight of, WIA and WIOA activities delivered within the Workforce Development Area (WDA #11), financed in whole or in part with funds from the U.S. Department of Labor, in partnership with the elected officials of the local workforce development area, and to exercise all other responsibilities authorized by the Workforce Investment Act (Public Law 105-220), Workforce Innovation and Opportunity Act 29 (Public Law 113-128) and other applicable state and federal laws and regulations.
- 2) Fostering successful partnerships among local elected officials, businesses, educators, organizations and individuals and providing workforce development leadership that advances economic growth by building a workforce able to meet and exceed industry demands.
- 3) Continuously improving and strengthening the talent delivery system through stakeholder collaboration, innovation, and resource alignment of employment, economic development, and training and education programs to promote local economic health.
- 4) Integrating, coordinating and monitoring the implementation and use of funds granted under the provisions of the Workforce Investment Act (WIA) of 1998 (Public Law 105-220) and the Workforce Innovation and Opportunity Action (WIOA) of 2014 (Public Law 113-128).
- 5) SWWDB may also engage in any lawful activities within the purposes for which corporations may be organized under the Wisconsin Non-Stock Corporation Law.

B. Limitations



- 1) This Corporation is a private non-profit public benefit corporation operating in the state of Wisconsin and is not organized for the private gain of any person.
- 2) No part of the activities of SWWDB shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and SWWDB shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.
- 3) No part of the earnings or funds of SWWDB shall be used to the benefit of or be distributable to its members, director, officers, or other private persons except that SWWDB shall be authorized and empowered to pay reasonable compensation for services rendered.
- 4) Upon dissolution of SWWDB, the Board of Directors shall, after paying and making provisions for the granting of funds assigned to SWWDB, return said funds and any other assets to the federal or state funding agency from whence such funds came.
- 5) SWWDB shall not provide training services as described in WIOA Sec. 107 (g).

**Section 3. Powers.**

SWWDB shall have all powers permitted by law to the extent that said powers do not conflict with either funding source regulations and/or regulations as imposed by Section 501 (c) (3) of the United States Internal Revenue Code of 1954 as it may be amended from time to time.

**ARTICLE IV: Board of Directors.**

**Section 1. Members.**

The Board of Directors of SWWDB shall be appointed by the Southwest Wisconsin Counties Consortium, comprised of the local elected officials (LEOs) of the Southwest Wisconsin Workforce Development Area. Membership of the Board of Directors of SWWDB shall be selected in accordance with criteria established under the Workforce Innovation and Opportunity Act, Sections 107(a) and 107(b). The Board of Directors shall be comprised of not less than twenty-five (25) voting members, and may include additional members as determined and authorized by the Southwest Wisconsin Counties Consortium.

Board Composition: The SWWDB is composed to comply with WIOA and the Wisconsin Department of Workforce Development (DWD) requirements. Alternate members shall not be appointed or designated. SWWDB members may be appointed as a representative of more than one entity if the individual meets all the criteria for representation for each entity represented.

**A. Workforce Board Nomination / Appointment Process.**

1. The SWCC shall make all appointments to the WDB based on nominations received in accordance with the Act.
2. All appointments to the WDB shall be for three (3) years or when filling a vacancy, for the remaining time of the unexpired term. Board terms shall be staggered to ensure that no more than 1/3 of the membership expire in a given year.
3. As allowed under the Act, additional members may be appointed to the WDB as the LEOs deem appropriate.
4. The board shall notify the SWCC of a board vacancy and its intent to recruit nominations from the appropriate entity(s) as required in the Act.
5. Nomination forms and applications will be brought to the next meeting of the SWCC for review and action.

6. All WDB appointments shall require the approval, by the recorded vote, of a majority of the SWCC members present at the meeting when the appointment occurs.
7. The board shall inform the nominees of the results and, as appropriate, schedule a board member orientation.

**B. Business Majority.**

A majority of the members, at least fifty-one percent (51%), must be representatives of businesses in the local area, who:

- 1) Are business owners, chief executive officers, chief operating officers, or other individuals with optimum policymaking or hiring authority;
- 2) Represent businesses, including small business, or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in demand industry sectors or occupations in the local area; and
- 3) Are appointed from among individuals nominated by local business organizations and business trade organizations.

**C. Workforce.**

Not less than 20 percent of the members of the local board shall be representatives of the workforce (Labor, Community Based Organization and Youth Serving Organizations) within the local area:

- 1) Shall include representatives of labor organizations (for a local area in which employees are represented by labor organizations), who have been nominated by local labor federations, or (for a local area in which no employees are represented by such organizations) other representatives of employees;
- 2) Shall include a representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists;
- 3) May include representatives of community based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and
- 4) May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

**D. Education and Training.**

Each local board shall include representatives of entities administering education and training activities in the local area:

- 1) Shall include a representative of eligible providers administering adult education and literacy activities under title II;
- 2) Shall include a representative of institutions of higher education providing workforce investment activities (including community colleges);

- 3) May include representatives of local educational agencies, and of community based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment;

E. Government and Economic Development.

- 1) A representative of economic and community development entities serving the local area.
- 2) An appropriate representative from the State employment service office under the Wagner-Peyser Act (WIOA Title III) serving the local area.
- 3) An appropriate representative of Vocational Rehabilitation (WIOA Title IV) serving the local area.
- 4) An appropriate representative of Unemployment Insurance.
- 5) (OPTIONAL) There may be government and economic development representatives from agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance, and/or a representative of philanthropic organizations serving the local area.

F. Other Members.

- 1) The Chief Local Elected Official (CLEO), as elected by the Southwest Wisconsin Counties Consortium (SWCC), shall serve on the SWWDB.
- 2) The SWCC may appoint individuals to the Local Board at his or her discretion, such as local agencies or entities administering transportation, housing and public assistance, and philanthropic organizations.

**Section 2. Term of Office.**

The terms of the Board of Directors shall be fixed for three years and staggered in accordance with WIOA.

**Section 3. Functions of the Board of Directors**

The duties of the Board of Directors shall include:

A. Sunshine Provision [WIOA 107 (e)]

SWWDB shall make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the local board, including information regarding the local plan prior to submission of the plan, and regarding membership, the designation and certification of one-stop operators, and the awards of grants or contract to eligible providers of youth workforce investment activities, and on request, minutes of formal meetings of the local board.

B. Fiscal and Administrative Activities

- 1) Establish and maintain a private not-for profit 501(c) 3 corporation to serve as the local fiscal agent and administrative entity for the Southwest Wisconsin Workforce Development Area.
- 2) Conduct an annual agency-wide unqualified audit, per the requirements of the State of Wisconsin's Department of Workforce Development, and shall provide each local elected official with a complete copy of the audit, including a management letter. A copy of any audit response by the SWWDB shall also be provided to the Local Elected Officials.

- 3) Prepare, and have approved by the SWCC, a budget for the purpose of carrying out the duties of the SWWDB for the operation and oversight of workforce development programs and services allowable under the WIOA.
- 4) Receive and disburse grant funds, in accordance with applicable rules and regulations, for workforce development activities as approved by fully executed contracts or other authorizing agreements
- 5) Hire the Chief Executive Officer and employ qualified staff needed for the planning and administration of allowable programs and services, and the disbursement of grant funds [WIOA Sec 107 (f)].
- 6) May solicit and accept grants and donations from sources other than the Federal funds made available under this act.
- 7) Establish and maintain by-laws and operating policies to ensure the efficient administration and management of workforce development activities and grant funds. In the event by-laws are in conflict with this agreement, this agreement shall prevail.

C. Workforce Research and Regional Labor Market Analysis:

Assist in the development and implementation of the local plan, the SWWDB shall analyze local economic conditions, assist the Governor in developing the workforce and labor market information system including knowledge and skills needed for the region, region's workforce, and conduct other research and activities related to workforce needs.

D. Convening, Brokering, Leveraging:

Engage local workforce stakeholders to assist in the development of the local plan and in identifying non-Federal expertise and resources to leverage support workforce development activities.

E. Employer Engagement:

Lead efforts to engage with a diverse range of employers and with entities involved to promote business representation, to develop linkages with employers to increase utilization of the workforce development system, to ensure activities meet the needs of employers and support economic growth, and to develop and implement proven strategies for meeting the employment and skill needs of workers and employers.

F. Career Pathway Development:

With representatives of secondary and post-secondary education programs, lead efforts in the local area to develop and implement career pathways.

G. Proven and Promising Practices:

Lead efforts to identify and promote proven and promising strategies and initiatives for meeting workforce customer needs including ensuring universal access to One-Stop and workforce programs, activities and resources.

H. Technology:

Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers and job-seekers.

I. Selection of Operators and Providers

## ENCLOSURE 5

- 1) Identify eligible providers of youth workforce activities in the local area by awarding grants or contract on a competitive bases (except as provided in section 123(b). The eligibility of such providers may be terminated for cause.
- 2) If the one-stop operator does not provide career services, SWWDB shall identify eligible providers of career services in the local area as described in the WIOA.
- 3) Identify eligible providers of training services in the local area.
- 4) Work with the State to ensure there are sufficient numbers and types of providers of career and training services in a manner that maximizes consumer choices in addition to providing opportunities that lead to competitive integrated employment for individuals with disabilities.

### J. Coordination with Education Providers:

Coordinate activities with education and training providers in the local area, including providers of workforce investment activities, providers of adult education and literacy under title II, providers of career and technical education and local agencies administering plans under title I of the Rehabilitation Act of 1973. This coordination includes:

- 1) Reviewing adult education and literacy activities under title II for the local area as required by the WIOA to determine whether such applications are consistent with the local plan and making recommendations to the eligible agency to promote alignment with the local plan.
- 2) Replicating and implementing cooperative agreements (in accordance with subparagraph (B) of section 101(a) of the Rehabilitation Act of 1973) with local agencies to promote and enhance the provision of services to individuals with disabilities and other individual such as cross-training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts to improve cooperation, collaboration and coordination.

### K. Accessibility for Individuals with Disabilities

Assess the physical and programmatic accessibility, in accordance of section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 of all one-stop centers in the local area.

The duties/functions shared between the SWWDB and the SWCC include:

- L. 1) Insurance: The SWWDB shall obtain and maintain all required insurances. Policies shall include: comprehensive general liability (including personal injury and civil rights coverage), directors and officers, audit exception insurance, automobile, worker's compensation, and errors and omissions, for past and future liabilities, in such amounts as may be necessary to protect the members of the SWWDB, the SWCC their respective counties, which shall be names as insureds under these policies. The SWWDB shall also obtain fidelity bond protection for the SWWDB as an entity against the loss of money or property caused by the dishonesty on the part SWWDB members, staff, sub-contractors or program participants.
- 2) Liability: As indicated above, the SWWDB will maintain both general liability and errors and omissions coverage for past and future liabilities to protect the member of the SWCC and their respective counties. In the case of any misuse of grant funds allocated to the local area beyond the parameters listed above, the SWCC agrees to assume liability as follows (29 USC 3122(d)(B)(i)(I) and (II): liability will be determined based upon the particular facts of the situation as to the responsibility of individual SWCC members for the particular members. If more than one SWCC member is involved, then the respective counties will attempt to reach an agreement as to relative liabilities based upon the fact of the situation. ~~If counties are unable to reach agreement, then DWD shall make the determination. the SWCC shall adhere to process identified in SECTION 8 of~~

the Chief Elected Officials Consortium Agreement of the Southwest Wisconsin Workforce Development Area to determine member liability.

- 3) Local Plan
  - a. The SWWDB, in partnership with the SWCC, shall develop and submit and submit a local plan to the Governor that meets the requirements in section 108. If the local area is a part of a region that includes other local area, the SWWDB and the SWWC shall collaborate with other local boards and chief elected officials in the preparation and submission of regional plan as described in section 106(c) (2).
  - b. Upon approval of the local Workforce Development Plan, the SWWDB shall be responsible for the implementation of the local Workforce Development Plan.
  - c. The SWWDB, under SWCC oversight, shall assure that equitable services are provided throughout the Southwest Wisconsin Workforce Development Area.
  - d. The SWWDB shall provide ongoing oversight, including review, monitoring, evaluation, and contract management of the programs conducted under the local Workforce Development Plan.
  - e. The SWCC reserves the right to oversee the general progress and conduct of the local Workforce Development Plan. The SWWDB shall have full and final authority with respect to actions regarding SWWB staff and the development, execution, termination or modification of individual sub-contracts or sub-grants consistent deemed necessary to support the implementation of the local Workforce Development Plan.
  - f. 6. Consistent with federal and state laws, use of funds under the WIOA or any other funds received or administered by the SWWDB shall not result in the displacement of currently employed workers or impair existing contracts for services. Funds shall not be used to support or not support collective bargaining.
- 4) Negotiation of Local Performance Measures: The SWWDB, the SWCC and the Governor shall negotiate and reach agreement on local performance accountability measures as described in section 116(c).
- 5) Records: The SWCC and the SWWDB shall conduct business openly and in accordance with the Wisconsin Open Meetings Laws:
  - a. All actions must be authorized by a majority pf the members present in compliance with the by-laws of each entity.
  - b. When it is necessary to hold a Closed Session meeting, SWCC members shall not be excluded from SWWDB meetings. SWWDB members will not be allowed to participate in SWCC Closed Sessions, although they may participate at the invitation of SWCC.
  - c. 3. The SWWDB Chief Executive Officer shall be the custodian of the public records of the SWCC and SWWDB, including meeting agendas and minutes, contracts, fiscal and management documentation:
  - d. The public shall be notified of all SWCC and SWWDB meetings.
  - e. Agendas and meeting minutes, except for closed sessions, shall be maintained on the corporate website, [www.swwdb.org](http://www.swwdb.org).
- 6) Program Oversight: The SWWDB, in partnership with the SWCC, shall:

- a. Conduct oversight for local youth workforce development activities, local employment and training activities for adults, the one-stop delivery system in the local area; and consult with the State as it established objective criteria and procedures to evaluate the operation of the one-stop center(s).
- b. Consult with the One-Stop Operator and partners regarding the funding of the One-Stop infrastructure.
- c. Ensure the appropriate use and management of funds provided through the WIOA for workforce development activities;
- d. Ensure the appropriate use, management, and investment of funds to maximize performance outcomes under section 116.
- e. Consistent with Section 121(d), shall competitively designate or certify one-stop operators and may terminate for cause the eligibility of such operators.

### **Section 4. Reappointment**

A director may be reappointed by the Southwest Wisconsin Counties Consortium (SWCC), in accordance with the Section 106 of WIA, at the expiration of their term of office. There shall be no limit to the number of terms that a member may serve.

### **Section 5. Resignation**

A member of the Board of Directors may resign at any time by filing his/her resignation with SWWDB's registered agent. The registered agent will notify the Chief Local Elected Official (CLEO) in writing of the resignation and an appointment to fill the remainder of the member's term will be made at the next scheduled meeting of the SWCC or a special meeting called by such purpose. All vacancies shall be filled in the same manner as they were appointed.

### **Section 6. Removal From Office**

The SWCC, as the appointing entity, has sole authority for the suspension or removal of any member of the Board of Directors for cause prior to expiration of their term. Board members of the SWWDB, by an affirmative vote of two-thirds of all of the board members, may recommend the removal of a director to the SWCC. The SWCC shall conduct a hearing to determine the facts before acting on the removal of any board member.

### **Section 7. Meeting Attendance.**

Attendance at meetings is important in order to conduct Board business. If a member of the Board of Directors misses two meetings in a row with unexcused absences, they are notified in writing by Corporation's agent, with a copy to the CLEO and the LEO representing their county, of his/her attendance requirement and placed on probation. If a member misses three meetings in a row with unexcused absences, they will be dropped from membership by action of the SWWC.

### **Section 8. Compensation**

The Board of Directors will not normally receive compensation for their service. However, under unusual and extended circumstances the Board of Directors may authorize compensation for services rendered to SWWDB, consistent with funding source guidelines and laws. Board members are eligible to be reimbursed directly by SWWDB for expenses to attend meetings called to conduct business of SWWDB; and conferences, seminars or



other educational programs related to the performance of their responsibilities as board members. Reimbursable expenses shall include:

- (a) Mileage: Reimbursed based on actual miles traveled using the current federal IRS rates.
- (b) Meals: Reimbursed based on current State rates. Receipts are required.
- (c) Lodging: Reimbursed based on current State rates. Receipts are required.
- (d) Conference/Seminar Fees: Reimbursed based on the actual cost of the conference registration fee.

**ARTICLE V: Officers.**

**Section 1. Officers.**

The Board of Directors shall elect, from its membership, the officers of SWWDB. The officers shall include a Chairperson, First Vice-Chairperson, Second Vice-Chairperson, Secretary, and Treasurer. The Chairperson, First Vice-Chairperson, and Second Vice-Chairperson shall be a private sector representative.

**Section 2. Term of Office.**

The officers shall be elected by the Board of Directors at the annual meeting or any special meeting called for such purpose, and serve a three (3)-year term. Each officer may succeed himself or herself.

**Section 3. Vacancies.**

If any officer position becomes vacant, the board members shall elect a successor at the next regular meeting, or a special meeting called for such purpose to fulfill the remainder of the term.

**Section 4. Duties of Officers.**

- A. Chairperson: Shall preside over all meetings of the Board of Directors and SWWDB; shall act as the liaison with the Local Elected Officials; shall be an ex-officio member of all committees; shall make all appointments to committees and task forces, and shall have the general powers and duties usually associated with the office of President under Chapter 181 Wisconsin Statutes to sign certificates, contracts, and other instruments of SWWDB which are authorized by the Board of Directors. The Chairperson shall have the same rights as other members to discuss any questions before the Board, and shall have the right to relinquish the chair to offer resolutions, to make motions, or to second motions.
- B. First Vice-Chair: Shall serve in the Chairperson's stead if the Chairperson is unable to perform duties as the Chairperson. At such times, the Vice-Chairperson shall have all the powers of the Chairperson and shall perform other duties as the Chairperson and/or the Board of Directors may direct.
- C. Second Vice-Chair: Shall serve in the First Vice-Chairperson's stead if the First Vice-Chairperson is unable to perform other duties as the First Vice-Chairperson. At such times, the Second Vice-Chairperson shall have all the powers of the First Vice-Chairperson and shall perform other duties as the Chairperson and/or Board of Directors may direct.
- D. Secretary: The Secretary shall attend the meetings of the Board and shall ensure that accurate records of all Board proceedings are maintained. The Secretary shall also ensure that the Board's records and vouchers are filed and maintained in a manner convenient for reference. Upon request, the Secretary



shall report minutes of the regular and special meetings in accordance with the Wisconsin Statutes and shall perform other duties as the Chairperson and/or Board of Directors may direct.

- E. Treasurer: The Treasurer shall ensure that records are kept of all funds collected and spent, and that a current accounting of the assets and liabilities of SWWDB is maintained. The books of account shall, at a reasonable time, be open to inspection by any Director. The Treasurer will also serve on the Ad-Hoc Finance Committee. The Treasurer shall be bonded.
- F. The Chief Local Elected Official, as elected by the Southwest Wisconsin Counties Consortium, is an officer.

**ARTICLE VI: Meetings.**

**Section 1. Annual Meeting.**

The annual meeting of SWWDB shall be held each year during the month of December for the purpose of seating the officers and for the transaction of the business as may come before SWWDB.

**Section 2. Regular Meetings.**

The regular meetings of SWWDB shall be held at least quarterly at a time and place designated by the Board of Directors.

**Section 3. Special Meetings.**

Special meetings of SWWDB may be called at the request of the Chairperson.

**Section 4. Notice of Meetings.**

Written notice of all meetings shall be given to each member of the Board of Directors by electronic mail no less than seven (7) calendar days prior to the meeting, except in emergency situations. The written notice shall indicate the time, place, and agenda for the meeting. The Open Meetings Law mandate shall be followed.

**Section 5. Quorum**

For annual, regular, and special meetings of the Board of Directors, a quorum is defined as 40% of the members currently serving at the time of the meeting. A simple majority, of more than one-half, shall constitute a quorum at any other standing committee meeting.

**Section 6. Voting Authority.**

At all SWWDB meetings, each director shall have one vote. No proxy votes shall be permitted. A simple majority vote of directors present at a meeting shall prevail in all matters except any recommendation to remove a member which shall require a two-thirds vote of all members and the approval of WIA Plans and other such documents as required by WIA which shall require a majority of the members.

**Section 7. Minutes.**

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

**Section 8. Rules of Order.**

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

**ARTICLE VII: Committees.**

**Section 1. Establishment of Committees.**

The Board of Directors shall establish standing and other committees as it chooses from time to time. Except for the Executive Committee, the Chairperson shall set the number of directors to sit on a particular committee.

**Section 2. Authority of Committees.**

Committees are advisory to the Board of Directors, recommending action for the consideration of all members. The committees, unless specifically authorized by SWWDB, are not empowered to obligate or otherwise commit SWWDB to the delivery of programs and services, or in any way establish financial or contractual relationship on behalf of SWWDB.

**Section 3. Notice of Committee Meetings.**

Written notice of all committee meetings shall be given not less than seven (7) calendar days in advance of the meeting, whenever possible. The notice shall indicate the time, place, and agenda for the meeting. All directors shall receive notification of the meeting, but only members serving on the committee are expected to attend.

**Section 4. Participation on Committees.**

Every member of the Board of Directors is encouraged to participate in local workforce development committees.

**Section 5. Committee Chairpersons.**

The members of the committee shall elect, from its membership, the Chairperson of the committee.

**Section 6. Quorums.**

A simple majority of more than one-half of the current committee members serving on the committee shall constitute a quorum at any committee meeting.

**Section 7. Voting.**

At all committee meetings, each member shall have one vote. No proxy votes shall be permitted. A simple majority vote of committee members present at a meeting shall prevail in all matters.

**Section 8. Minutes.**

Each committee shall keep minutes that reflect a correct and complete record of all committee proceedings.

**Section 9. Teleconference.**

Committee members may participate in meetings by means of conference telephone or similar communications equipment provided that all persons participating in the meeting can hear.

**Section 10. Non-Board Members Serving on Committees.**

Non-board members may be appointed to serve on a committee. Non-board member committee members shall have voting privileges at the committee level, but not at the full Board level.

**Section 11. Executive Committee.**

- A. The Executive Committee shall have full authority to act on behalf of the Board of Directors between meetings of the Board of Directors on such issues of urgency that cannot be held over and acted on by the full Board of Directors at the next regularly scheduled SWWDB meeting. Any action taken by the Executive Committee shall be reported to the full membership at the next regularly scheduled meeting.
- B. The Executive Committee shall consist of the Chairperson, First Vice-Chairperson, Second Vice-Chairperson, Secretary, and Treasurer of SWWDB. The Chief Local Elected Official (CLEO), as elected by the Southwest Wisconsin Counties Consortium, is a non-voting member of this committee.
- C. The responsibilities of the Executive Committee shall include:
  - 1. Address issues regarding the corporate status of the Board;
  - 2. Establish Ad Hoc Committees and recommend standing committees;
  - 3. Provide direction on policy, evaluate performance, and establish direction for the Executive Director;
  - 4. Deal with issues regarding membership and attendance;
  - 5. Review the SWWDB/LEO Agreement with the Local Elected Officials as often as appropriate;
  - 6. Provide input on staff personnel issues such as: review of Personnel Policies, annual review of salary ranges and position descriptions and other personnel related issues as appropriate and needed;
  - 7. Establish fee-for-service policies for the One-Stop Job Centers;
  - 8. Promote active partnerships with the WDAs Local Elected Officials and functions as liaison on major issues;
  - 9. Recommend Board organizational policies and procedures, changes in the By-Laws and Board/LEO Agreement;
  - 10. Participate, with LEOs, in conference committee actions to mediate conflicts and disputes; (Examples of conflicts/disputes include those between the LEOs and the Board, the Board and DWD, among Board members or partners, etc.);
  - 11. Conduct grievance hearings for staff and/or vendors/service providers; and
  - 12. Act for full Board on matters of urgent nature which requires action between scheduled meetings of the full board and brings findings to the next full board meeting for approval.

**Section 12. Conference Committee.**

The Executive Committee shall designate four members of the Executive Committee to represent the Board of Directors during Conference Committee negotiations with the Chief Local Elected Officials from each of the counties within the Workforce Development Area to negotiate any disagreement/issues. (Refer to the SWWDB/LEO Agreement)

**Section 13. Ad Hoc:**

Ad Hoc committees may be appointed as needed and will have a specific charge or purpose. Ad Hoc committees shall function as appropriate within the scope of the charge or purpose given to the committee at the time it is established. Appointment of an ad hoc committee rests with the Chairperson of the Board of Directors. Ad hoc committees are temporary and will be reviewed on a quarterly basis by the Executive Committee to determine if they have fulfilled their intended purpose and should be dissolved.

**ARTICLE VIII: MISCELLANEOUS.**

**Section 1. Agent for the Corporation.**

SWWDB shall have and continuously maintain, in Wisconsin, a registered agent as required by the Statutes. The Chief Executive Officer shall be the registered agent authorized to act on behalf of SWWDB.

**Section 2. Address for the Corporation.**

Location of the principle office of SWWDB shall be 1370 North Water Street, Platteville, Wisconsin 53518.

**Section 3. Deposits.**

No indebtedness for borrowed money shall be contracted on behalf of SWWDB and no evidence of such indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may be general or confined to specific instances. Unless otherwise stated in such authorization, all such loans shall be signed by the Chairperson (or Vice-Chairperson in the Chairperson's absence) and the Secretary.

**Section 4. Amendment of By-Laws.**

These By-Laws may be amended by the affirmative vote of a majority of the Board of Directors, in office at the time a meeting is held to consider any modification. Any proposed change or amendment to these By-Laws shall be prepared in writing and submitted to all Directors at least ten (10) calendar days in advance of any meeting called to vote on the modifications.

**Section 5. Fiscal Year.**

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

**Section 6. Conflict of Interest.**

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

- A. Casting of Votes: No member of the Board of Directors shall cast a vote on the provision of services by that member or any organization which that member directly represents, or vote on any matter which would provide direct financial benefit to that member. (This requirement in and of itself does not preclude SWWDB members or their businesses from participation in training contracts.)
- B. Wisconsin Statutes Governing Conflict of Interest: In keeping with the Attorney General's letter of February 23, 1984 the Board of Directors will develop procedures to ensure that Wisconsin's criminal statutes governing Conflict of Interest for public officers (Section 946.13, Wis Stats) are not violated. Section 946.13, provides, in part, the following:
  - 1. Any public officer or public employee who does any of the following is guilty of Conflict of Interest:

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- a) In his/her private capacity, negotiates or bids for or enters into a contract in which he/she has a private pecuniary interest, direct or indirect, if at the same time he/she is authorized or required by law to participate in his/her capacity as such officer or employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on his/her part; or
  - b) In his capacity as such officer or employee, participates in the making of a contract in which he/she has a private pecuniary interest, direct or indirect, or performs exercise of discretion.
2. Subparagraph (1) of this paragraph does not apply to the following:
- a) Contracts in which any single public officer or employee is privately interested which do not involve receipts and disbursements by the state or its political subdivision aggregating more than \$5,000 in any year.
  - b) Contracts involving the deposit of public funds in public depositories.
3. A contract entered into in violation of this section is void and the state or the political subdivision in whose behalf the contract was made incurs no liability thereon.
4. In this section "contract" includes a conveyance.
5. Subparagraph (1) (b) does not apply to a public officer or public employee by reason of his/her holding not more than 2% of the outstanding capital stock of a corporate body involved in such contract.
- a) Code of Standards: As a Grantee of WIOA funds, the Board of Directors shall maintain a written code of standards of conduct which will govern the performance of its officers, employees, or agents in contracting with or otherwise procuring supplies, equipment, or services with DWD/DWE funds. These standards will conform to State regulations applicable to public contracts.
  - b) Use of Position: As a Grantee of WIOA funds, the Board of Directors shall prohibit its employees from using their position(s) for a purpose that is, or that give the appearance of being motivated by a desire for private gain for themselves or those with whom they have family, business, or other ties.
  - c) Appearance of Conflict: As a Grantee of WIOA funds, the Board of Directors and its personnel shall avoid organizational and personal conflict of interest and the appearance of Conflict of Interest. (Please see Attachment #1 for the Conflict of Interest Disclosure Statement to be signed annually.)

### Section 7. Nepotism.

- A. No member of the Board of Directors shall effectively recommend or decide to hire, promote, or establish the salary of another person when the person affected is a member of his or her immediate family.
- B. No member of the Board of Directors shall give preferential treatment in the supervision or management of another employee who is a member of his or her immediate family.

- C. The term "immediate family" means wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild.

**Section 8. Maintenance of Effort.**

The Board of Directors of SWWDB shall ensure that all of its contractors comply with the Maintenance of Effort provisions described as follows:

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

**Section 9. Sunshine Provision**

- A. SWWDB shall make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the local board, including information regarding the local plan prior to submission of the plan, and regarding membership, the designation and certification of one-stop operators, and the awards of grants or contract to eligible providers of youth workforce investment activities, and on request, minutes of formal meetings of the local board. [WIOA 107 (e)]

**Section 10. Use of Technology.**

The Board of Directors of SWWDB shall utilize web based meetings and video conferencing as appropriate to ensure board member participation in meetings, committee meetings, conferences and other events. Technology

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shall also be utilized to bring programming activities to the broadest populations possible across the Southwest Wisconsin Workforce Development Area.