



## **Workforce Innovation and Opportunity Act**

### **Local and Regional Workforce Development Area Plan**

*(Serving Bladen, Hoke, Richmond, Robeson and Scotland Counties)*

### **Comprehensive Four-Year Title I Plan for PY 2020**

**(July 1, 2020 – June 30, 2024)**

## **Introduction**

The Workforce Innovation and Opportunity Act (WIOA) requires each Workforce Development Board (WDB) to develop and submit, in partnership with the local chief elected official, a comprehensive four-year plan. The WIOA Program Year (PY) 2020 Plan is to provide current information and be effective July 1, 2020 - June 30, 2024 and will include all current local policies. The local and regional plan will support the alignment strategy described in the 2020- 2024 NC Unified State Plan in accordance with WIOA Section 102(b)(1)(E), and otherwise be consistent with the NC Unified State Plan. North Carolina Governor Roy Cooper's mission is to ensure North Carolinians are better educated, healthier, and have more money in their pockets so that they can live more abundant, purposeful lives. The cornerstone to achieving this goal is to help people get good-paying jobs to support themselves and their families. Through NC Job Ready, Governor Cooper's workforce development initiative, North Carolina is working to build a stronger and better workforce. NC Job Ready is built on three core principles: education and skills attainment are the foundation to a strong and resilient workforce; an employer-led workforce development system is key to the growth of a highly skilled and job ready workforce; and local innovation is critical to a dynamic and effective workforce system. In addition, Workforce Development Boards shall comply with WIOA Sections 106 through 108 in the preparation and submission of the plan.

Through its strategic planning efforts, the NCWorks Commission developed a vision and mission for North Carolina's Workforce System. This vision is to build a job-ready workforce to strengthen North Carolina companies, attract new businesses, and ensure our state can adapt to a changing economy. The mission of the state's workforce development system, is to ensure North Carolina has an innovative, relevant, effective, and efficient workforce development system that develops adaptable, work-ready, skilled talent to meet the current and future needs of workers and businesses to achieve and sustain economic prosperity, and to ensure North Carolinians are ready for the jobs of today and tomorrow by increasing access to education and skills training, fostering employer leadership to prepare workers, and supporting and scaling local innovation.

## I. Workforce Development Board Overview

*The Local Area Overview provides important contact information that is used throughout the Division. It is important that this section remain current during the Program Year. Updates should be submitted to the local Board's assigned Division Planner when changes occur.*

1. Provide the Local Area's official (legal) name as it appears on the local Consortium Agreement established to administer the Workforce Innovation and Opportunity Act (WIOA) or, if not a Consortium, in the formal request for Local Area designation.

Legal Name: Lumber River Workforce Development Consortium

**\*Attachment uploaded into NCWISE as: Lumber River Workforce Development Consortium Agreement**

2. Provide the name, title, organization name, address, telephone number, and e-mail address of the Workforce Development Director.

<b>Name:</b> Patricia Hammonds	<b>Title:</b> Administrator
<b>Organization:</b> Lumber River Council of Governments	<b>Address:</b> 30 CJ Walker Road Pembroke, NC 28372
<b>Phone number:</b> 910-775-9764	<b>Email address:</b> Patricia.hammonds@lrcog.org

3. Provide the name, elected title, local government affiliation, address, telephone number, and e-mail address of the Local Area's Chief Elected Official.

<b>Name:</b> James Leach	<b>Elected Title:</b> County Commissioner
<b>Government:</b> Hoke County Board of Directors	<b>Address:</b> 102 Pine Cone Avenue, Raeford, NC 28376
<b>Phone number:</b> 910-875-8925	<b>Email address:</b> jleach@hokecounty.org

4. Provide the name, title, business name, address, telephone number, and e-mail address of the individual authorized to receive official mail for the Chief Elected Official, if different than question 3.

<b>Name:</b> David Richardson	<b>Title:</b> Executive Director
<b>Business Name:</b> Lumber River Council of Governments	<b>Address:</b> 30 CJ Walker Road Pembroke, 28372
<b>Phone number:</b> 910-775-9752	<b>Email address:</b> david.richardson@lrcog.org

5. Provide the name, address, telephone number, and email address of the Administrative/Fiscal Agent responsible for disbursing Local Area WIOA grant funds. This is the entity responsible for the disbursal of grant funds. [WIOA Sections 107(d)(12)(B)(i)(III) and 108(b)(15)].

<b>Name:</b> Jo-Annah Sinclair	<b>Title:</b> Finance Director
<b>Business Name:</b> Lumber River Council of Governments	<b>Address:</b> 30 CJ Walker Road Pembroke, 28372
<b>Phone number:</b> 910-775-9768	<b>Email address:</b> Jo-Annah.Sinclair@lrcog.org

6. Provide the name, title, organization name, address, telephone number, and e-mail address of the Administrative/Fiscal Agent's signatory official.

<b>Name:</b> David Richardson	<b>Title:</b> Executive Director
<b>Business Name:</b> Lumber River Council of Governments	<b>Address:</b> 30 CJ Walker Road Pembroke, 28372
<b>Phone number:</b> 910-775-9752	<b>Email address:</b> david.richardson@lrcog.org

7. Attach a copy of the Administrative Entity/Fiscal Agent's organizational chart with an 'effective as of date'. Name document: Administrative Entity Name Organizational Chart.
8. Provide the Administrative Entity's Data Universal Numbering System (DUNS) number and assurance that the 'System for Award Management' (SAM) status is current. Administrative Entities must register at least annually on the SAM website [www.sam.gov](http://www.sam.gov) to receive Federal funding [required by Federal Acquisition Regulation (FAR) Section 4.11 and Section 52.204-7]. Provided to NC Commerce Division of Workforce Solutions
9. Provide the name of the local Workforce Development Board's equal opportunity officer who shall be responsible for assuring that discrimination does not occur in its programs or projects. (PS 07-2018)

Janet Robertson, phone: 910-775-9749; email: JFR@lrcog.org

*Composition of the local Workforce Development Boards shall comply with WIOA Section 107. Local Workforce Development Board Membership Requirements have been provided as reference at [Appendix D](#).*

10. Provide each Workforce Development Board members' name, business title, business name and address, telephone number and e-mail address on the provided form. The first block is reserved to identify the Board chairperson ([form provided](#)). Indicate all required



representation and indicate if vacant. [WIOA Section 107(b)(2)]. Name document: Local Area Name WDB List. See [Appendix D](#) for Local Area Workforce Development Boards membership requirements.

**Note:** Check the block on provided form certifying compliance with required WIOA local Workforce Development Board business nomination process. If the Board membership is not in compliance currently, provide the statement here.

\* Use and identify categories as indicated on the form. Do not change required category names except to clarify those with multiple categories.

*The Chief Elected Official must establish by-laws consistent with applicable local procedures, state and federal laws to include WIOA Final Rules and Regulations 679.310(g). The Board shall submit by-laws that clearly demonstrate all WIOA and North Carolina required elements described in [Appendix A](#). Additional by-laws guidance and electronic meeting formats have been provided in [Appendix B](#) and [Appendix C](#).*

11. Attach the Workforce Development Board by-laws including date adopted/amended. By-laws must include the required elements found in Appendix A. Name document: Local Area Name WDB by-laws.
12. To demonstrate that the attached Workforce Development Board By-laws comply, complete [By-Laws Required Elements – Crosswalk chart](#).

*Sunshine Provision - The Local Board 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 award of grants or contracts to eligible providers of youth workforce investment activities, and on request, minutes of formal meetings of the Local Board. [WIOA Section 107(e)]*

13. Describe how the Workforce Development Board will make copies of the proposed Local Plan available to the public. [WIOA Section 108(d)]

*Public Comment - The Workforce Development Board shall make copies of the proposed Local Plan available to the public through electronic and other means, such as public hearings and local news media; allow for public comment not later than the end of the 30-day period beginning on the date the proposed plan is made available; and, include with submission of the Local Plan any comments that represent disagreement with the Plan. [WIOA Section 108(d)]*

The local plan draft will be made available to the public for 30 days through the website at [www.lumberrivercog.org](http://www.lumberrivercog.org). The local media will be notified to advertise the release date, how to access the plan and where to submit written comments. Also, a public hearing will be held on June 25th in conjunction with the LRWDB meeting. This information will be disseminated through the website, local media and hard copy at the LRCOG.

14. Attach a copy of the Local Workforce Development Board's organizational chart with an 'effective as of date.' Include position titles. Name document: Local WDB Name Organizational Chart.
15. Complete the following chart for the PY2020 Local Workforce Development Board's planned meeting schedule to include time, dates and location. *[Expand form as needed.]*

<b>Date</b>	<b>Time</b>	<b>Location (include address and room #)</b>
May 28, 2020	8:30 am	LRCOG large conference room #115 30 CJ Walker Road Pembroke, NC 28372
June 25, 2020	8:30 am	LRCOG large conference room #115 30 CJ Walker Road Pembroke, NC 28372
August 20, 2020	8:30 am	LRCOG large conference room #115 30 CJ Walker Road Pembroke, NC 28372
October 22, 2020	8:30 am	LRCOG large conference room #115 30 CJ Walker Road Pembroke, NC 28372
December 10, 2020	8:30 am	LRCOG large conference room #115 30 CJ Walker Road Pembroke, NC 28372
February 25, 2021	8:30 am	LRCOG large conference room #115 30 CJ Walker Road Pembroke, NC 28372
April, 22, 2021	8:30 am	LRCOG large conference room #115 30 CJ Walker Road Pembroke, NC 28372
June 24, 2021	8:30 am	LRCOG large conference room #115 30 CJ Walker Road Pembroke, NC 28372

**Note:** All local Workforce Development Board meetings will be held in accessible facilities. All materials and discussions should be available in an accessible format upon request.

16. Attach a copy of the signed 'Certification Regarding Debarment, Suspension, and other Responsibility Matters – Primary Covered Transactions' ([form provided](#)). [Required by the Regulations implementing Executive Order 12549, Debarment and Suspension, 29

CFR Part 98, Section 98.510, participants' responsibilities.] Name document: Local Area Name Certification Form.

**Note:** Document must bear the original signature of the Administrative Entity signatory official. Mail the signed [Certification form](#) (page 27) original to Division Planner.

17. Submit the original Workforce Development Board and Chief Elected Official (CEO) Signatory Page ([form provided](#)), bearing the original signatures of the Chief Elected Official(s) and the Workforce Development Board Chairman, and attach a copy of the signed document. Name document: Local Area Name Signatory Page.

**Note:** Mail the signed original [Signatory Form](#) to the assigned Division Planner.

## II. Local Area Strategic Planning

*Each local Workforce Development Board (WDB) shall develop and submit a comprehensive four-year local Plan. The local Workforce Development Board is required to keep the Plan up to date and fluid as events and funding changes occur which may require local area responses. Local Plans will require an annual modification. North Carolina has implemented integrated services delivery with an enhanced emphasis on regional planning and services. This approach is consistent with federal, state and regional initiatives and opportunities. North Carolina's workforce development system includes businesses, organizations, agencies, employed and unemployed persons, training and educational institutions, adults and youth. To enhance services to all these constituents, aligning workforce development planning and services with regional labor markets is both effective and productive. North Carolina Governor Roy Cooper's NC Job Ready is built on three core principles: education and skills development are the foundation to a strong and resilient workforce; an employer-led workforce development system is key to the growth of a highly skilled and job ready workforce; and local innovation is critical to a dynamic and effective workforce system.*

*Locally, WDBs are creatively working to address the new challenges of job growth and expansions. With low unemployment rates, Boards continue to have a shortage of middle-skilled level workers. As a Board and workforce system, Boards are leveraging resources and engaging in new partnerships that include the business community, economic developers, chambers of commerce, NCWorks Career Centers, community colleges, public schools, and community partners. Working together, Boards are paving the way for an even stronger economy through sector partnerships and career pathways initiatives.*

1. Describe how the local Workforce Development Boards and partners address local challenges for job growth and business expansions?

Collaboration is key in addressing challenges with job growth and business expansions. The LRWDB work in conjunction with Economic Developers, Employers, Career Centers and Training Institutions across the local area region to find out the most up to date information as it relates to these areas. It is the goal of the LRWDB to find out what employers need and through our local Career Centers provide assistance with training opportunities offered at the local training institutions for job seekers that will better prepare the workforce for employers.

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

The vision of the board is that the Lumber River Workforce Development Region be an economic area that retains and attracts competitive employers as a result of workers that are highly skilled, adaptable and educated, with a mission to work with our partners to develop a region that has an innovative, relevant, effective and efficient workforce

development system that develops a work-ready, adaptable and skilled workforce to meet the current and future needs of employers to improve and sustain economic prosperity in the region. The goals of the LRWDB are as follows:

- To create a seamless, integrated and efficient workforce system for workers, including those with special needs; and employers of our region through strengthened partnerships.
- Reduce the annual average rate of unemployment in the region by preparing workers including adult, youth, and special needs workers to succeed and to continually improve their skills in this changing economy through education and training.
- Use data to identify workforce and employer needs that guide the effective use of resources to meet those needs.
- Increase the access to and use of workforce development programs by the employers in the region to work-based learning opportunities and training grants; streamline reporting, auditing and compliance process to ensure proper oversight with efficiency.
- Increase communication with partners including NC Commerce, local non- profits and other community service agencies to identify gaps in service that may impede the advancement of the region.

WIOA provides an opportunity to create a WDB that represents all of the necessary partners to meet the vision of the local area, such as Private Sector Businesses, Public School System, Vocational Rehabilitation, Economic Development, Community College System, etc. With representatives from the key partners at the table, this will allow for an opportunity for all to receive the same information as to the needs of our local workforce, in order to enhance services and resources available to meet the needs of all citizens and to help overcome barriers to employment.

3. Considering the analyses described in the Regional Strategic Planning Section III, describe strategies to work with the entities that carry out the core programs that align resources available to the Local Area to achieve the strategic vision and goals. [WIOA Section 108(b)(1)(F)]

Lumber River WD will continue to work closely with VR, DWS, Public Schools, DHHS, Economic Development, Community Colleges, NC Universities, local Chambers, local Human Resource Associations and other entities/groups to educate and train each other, as well as, the citizens of our region on the services each entity provides and resources available through use of the following: JobFairs, committee meetings, WDB membership, HR Association presentations, employer outreach, ISD, etc. The goal is for each entity to remain equipped with the most recent and relevant data, to continue resource sharing and outreach efforts to continue to provide quality services that meet the current and future needs of both the citizens and the businesses.

4. Describe Local Area's workforce development system, including identifying the programs included in the system, and how the Workforce Development Board will work with the entities administering core programs and other workforce development programs to support alignment and provision of services, including programs of study authorized

under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.). [WIOA Section 108(b)(2)]

The LRWDB, in partnership with other workforce development agencies including VR, DWS, Public Schools, Wagner-Peyser, Telamon, DHHS, and the Community Colleges, has implemented a system of comprehensive NCWorks Career Centers throughout the five county region. WIOA and WP services are provided at the Career Centers through funded staff positions that operate under the direction of the Career Center Manager. The Career Centers also have availability of full-time, part-time, or as needed staffing from the above listed partners to provide agency specific services strengthening the one-stop system. Through the execution of the Integrated Service Delivery approach, the vision for the workforce development system is that all customers of the system will be served by staff organized by function, rather than by program or funding source. The LRWDB has revised its Occupational Skills Training Policy to align with in demand occupations/training of its region, as well as, CTE programs of study in the areas such as but not limited to: healthcare, advanced manufacturing, retail/business administration, transportation and agriculture. LRWDB staff serves on the CTE councils within the local area, and works in conjunction to provide updates on Workforce Development services and resources available.

5. Provide a description of how the Workforce Development Board, working with the entities carrying out core programs, will expand access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment. Include how the Workforce Development Board will facilitate the development of career pathways and co-enrollment, as appropriate, in core programs, and improve access to activities leading to a recognized postsecondary credential including a credential that is an industry-recognized certificate or certification, portable, and stackable. [WIOA Section 108(b)(3)]

The LRWDB will work with all partners including core program agencies to:

- Increase communication, foster relationships and convene meetings to educate entities on all partner services to identify gaps in service that may impede the advancement of the region such as the issue of transportation and other barriers to employment.
- Maximize resources through co-enrollment to supplement and/or avoid duplication of services.

LRWDB will adhere to the WIOA policies and rules as it pertains to services to eligible individuals. While the focus is on those most in need, LRWDB services are far reaching to all individuals that are seeking to gain skills that will increase employability. Staff will work closely with customers to help develop a personal plan of action to align education and/or skill upgrades to align with in-demand occupations. Not all customers will enter into occupational training, but will have the resources to access a Career Readiness Certificate, a great portable recognized certificate in job search and employment retention efforts. The NCWorks Career Centers in our region will serve as a portal for all customers to access information related to employment, training, education, and

supportive services. LRWDB will continue to support and promote the development of in-demand career pathways within the region

6. Describe the Workforce Development Board's use of initiatives such as incumbent worker training programs, on-the-job training programs, customized training programs, industry and sector strategies, career pathways initiatives, utilization of effective business intermediaries, and other business services and strategies, designed to meet the needs of employers in the corresponding region in support of the regional strategy to meet the needs of businesses. [WIOA Section 108 (b)(4)(B)].

The LRWDB maintains a policy of facilitating and empowering regional initiatives with available resources including staff focus and allocation of funding resources. The Business Services staff and partners have developed strong relationships with our Regional Operations Director (ROD), Regional Industry Managers, and all other regional teams including business services groups. As part of our relationship building, we facilitate an unrestricted flow of information on our current efforts with regional team members.

When promoting incentive programs such as OJTs, IWT Grants, Customized Training Grants, etc., in the local area, regional equivalents and opportunities are communicated to employers. When these opportunities arise, then the Business Services Coordinator engage proactively. The business services team communicates with applicable regional partners and coordinates the needed resources and staff for the benefit of the regional and local economic development. The Business Services team maintains continual contact with the employer and relevant regional partners from the initial contact through the completion of the projects.

LRWDB continue to refine the local area IWT policy to better serve local businesses. Additionally, the OJT component has been successful throughout Adult, Dislocated Worker and Youth programs. LRWDB staff serves on career pathway teams in the local area to assist with developing the process for certified pathways. The BSR serves on business services teams in the local area.

For PY 19, the LRWDB was awarded funds to raise awareness about Advanced Manufacturing in Hoke County in April 2018. On May 1, 2018, representatives from all involved partners including: the Lumber River Workforce Development Board, Sandhills Community College, Hoke County Schools, Unilever Corporation, Tyton Biofuels, ITG Burlington, Two Hawk Workforce Services, BioNetwork, and the Palmer Foundation met with representatives from the selected marketing company, Underscore Branding, to tell their stories and share their vision for the campaign. Using the information gained from this roundtable session, Underscore Branding developed the slogan "Manufacturing. Modernized." and began laying out the foundations of the marketing campaign to include a website, signage and billboards, brochures, outreach and marketing items, and a promotional video. On October 1, 2018, representatives from Sandhills Community College and Lumber River Workforce Development Board met with a representative from Underscore Branding to discuss the overall message that the campaign is designed

to push, the target demographics, and additionally, design details and ideas to ensure that all parties were still on the same page concerning the campaign. Throughout the project development, Underscore Branding was in constant contact with members of the partnership getting their feedback on website design and layout, brochure development, outreach item ideas and design, as well as overall general feedback regarding the direction of the project itself. As of October 15, 2018, the designs for outreach items were finalized with designs for the website, brochures, and other marketing materials nearing finalization. Filming for the promotional video took place on October 17-19 and included filming on campus at Sandhills Community College, at Unilever Corporation, ITG Burlington, Tyton Biofuels, Hoke County High School, and in the Hoke County NCWorks Career Center.

The marketing campaign outlined in the project application produced outreach items, brochures, and a website bearing the “Manufacturing Modernized” slogan, partner logos, and contact information. Filming and editing of promotional videos included spotlights on Sandhills Community College, Unilever Corporation, ITG Burlington, Tyton Biofuels, Hoke County High School, and the Hoke County NCWorks Career Center. Over 1,000 contacts with postal and email addresses were provided to Underscore Branding to be utilized in the compilation of a constant contact list used for mailing of postcards and email series setup within MailChimp. Billboards were developed to be placed in strategic locations within Hoke County.

While information was provided throughout the county, Hoke County NCWorks Career Center will serve as the central location for resources for customers, businesses and training institutions. The local area will continue to share information to maintain the momentum of Advanced Manufacturing awareness. The goal is to be able to provide competitive employment opportunities to job seekers and a skilled workforce for our employers.

7. Describe how the Workforce Development Board coordinates and promotes entrepreneurial skills training and microenterprise services. [WIOA Section 108(b)(5)]

LRWDB maintains a strong partnership with the local area community colleges that serves it citizens by providing occupational skills training. The LRWDB will continue to promote entrepreneurial skills and microenterprise services by rendering referrals to the Community Colleges and their Small Business Centers. The LRWDB Business Services Coordinator will coordinate this process by serving on Business and Industry Committees in the local area

8. Describe how the Workforce Development Board enhances the use of apprenticeships to support the regional economy and individuals’ career advancement. [WIOA Section 108(b)(5)]

LRWDB collaborates with the NCWorks Apprenticeship Consultant to educate staff and local area businesses on registered apprenticeships in order to provide qualified and



trained workers to meet the skilled workforce needs. We will continue to work closely with the apprenticeship consultant and local area businesses that provide registered apprenticeships to identify areas in which the LRWD can offer assistance (on-the-job learning, job related education, etc.).

For PY 2020, the LRWDB has committed to taking the lead in implementing a Youth Apprenticeship Readiness Program. The Youth Apprenticeship Readiness grant program's purpose is to support the enrollment of youth (16-24 years, in-and-out of school) into new or existing Registered Apprenticeship Programs (RAP), and ensure that wraparound services, such as childcare, transportation, and other support services that enable a participant's participation in the program, are provided to improve youth apprentices' prospects for success in the program.

9. Provide a description of how the Workforce Development Board coordinates workforce investment activities carried out in the Local Area with statewide rapid response activities as described in WIOA Section 134(a)(2)(A). [WIOA Section 108(b)(8)] In addition, specifically describe the coordination and delivery of services to businesses to include the following [WIOA Section 108(b)(8)]:
  - a. Systems that are used to determine economic trends and partners within your Early Warning Network to help identify those businesses that are expanding and/or struggling.
  - b. Local resources that are provided to help struggling businesses avert or prevent layoffs, and
  - c. Explain coordination with TAA to maximize resources and prevent duplicative services.

LRWDB Business Services Coordinator and the NCWorks Career Center Manager will work directly with the State Rapid Response Team (and other agencies deemed necessary such as but not limited to: Community Colleges, Economic Development and Social Services) along with the employer. The assembled team members will assist affected employees with resources and information, including services available through the NCWorks Career Center and the State of North Carolina.

10. Provide a description of plans, strategies and assurances concerning maximizing coordination of services provided under the Wagner-Peyser Act and services provided in the Local Area through the NCWorks Career Center system. Include how improved service delivery and avoidance of duplication of services are/will be achieved. [WIOA Section 108(b)(12)]

The LRWDB continues to support North Carolina's Integrated Service Delivery Framework. Since implementation, the LRWDB provides continued training and guidance to staff housed in the NCWorks Career Centers to ensure clarity of this

importance function. With limited funds across funding streams, procedures are in place that promote leveraging resources to maximize seamless, quality services to all customers.

11. Provide a description of how the Workforce Development Board coordinates workforce investment activities carried out in the Local Area with the provision of Adult Education and Literacy activities. [WIOA Section 108(b)(13)]

The LRWDB works closely with the local area public school systems and community colleges to ensure that customers have access to information and available resources to assist with quality learning opportunities. The local area NCWorks Career Centers provide space for Adult Education and Literacy activities onsite in addition to making referrals to the local community colleges and other satellite sites where these services are provided. The LRWDB provides assistance with supportive services and/or any required training costs if a need is identified.

As we are faced with the current pandemic, LRWDB is working to create more convenient access points for customers that are seeking occupational skills training. For PY 20/21 LRWDB is planning to house WIOA staff on the Community College campuses throughout the local area.

12. Provide a description of cooperative agreements, as defined in WIOA Section 107(d)(11), between the Workforce Development Board and other local entities described in Section 101(a)(11)(B) of the Rehabilitation Act of 1973 (29 U.S.C. 721(a)(11)(B)) with respect to efforts that will enhance the provision of services to individuals with disabilities and to other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination. [WIOA Section 108(b)(14)]

Please see the LRWDB Memorandum of Understanding and Partner Infrastructure Agreement.

13. Provide a detailed description of the competitive process used to award sub grants and contracts in the Local Area for activities carried out under WIOA Title I. [WIOA Section 108(b)(16)]

**Attachment uploaded into NCWISE as: Lumber River Financial Management and Competitive Procurement Policy**

14. Provide a brief description of the actions the Workforce Development Board will take toward becoming or remaining a high-performing Board, consistent with the factors developed by the NCWorks Commission. [WIOA Section 108(b)(18)]

The Lumber River WDB will adhere to the Performance Accountability Measures as outlined by the NCWorks Commission by reviewing compliance quarterly and holding local area service providers accountable for effective service delivery by implementing

performance benchmarks and developing a tool to measure these benchmarks in addition to utilizing the FutureWork System and NCWorks Online. Quarterly monitoring will be conducted to ensure compliance, monthly Program Coordinator's meetings and regular technical assistance sessions will be provided in order to address performance. Board committees have been formed to evaluate and monitor activities and outcomes.

### **III. Regional Strategic Planning**

*North Carolina is defined by an expansive geography that covers over 53,000 square miles and spans from the mountains in the west, to the piedmont region in the state's center to the coastal plain region in the east. This expansive geography contributes to the state's diverse mix of rural communities, small towns, cities, metropolitan areas and regional economic centers, each with its own unique industrial composition. Part of North Carolina's economic development strategy includes organization of the state's 100 counties into eight multi-county regions called Prosperity Zones, which are intended to help ensure economic growth across all areas of the state, by leveraging regional economic, workforce and educational resources. Overlaying the eight prosperity zones are North Carolina's 23 Local Workforce Development Board areas that facilitate the delivery of workforce services to the state's citizens and employers.*

*Local Workforce Development Boards are to continue, or begin, formal interaction based on regional geography aligning with labor market areas. The following regional configurations will be used for submission of this Regional Plan:*

- *Western Region: Southwestern and Mountain Areas WDBs;*
- *Northwest Region: High Country, Western Piedmont, and Region C WDBs;*
- *Piedmont Triad Region: Piedmont Triad Regional, Guilford County, DavidsonWorks, and Regional Partnership WDBs;*
- *Southwest Region: Centralina, Charlotte Works, and Gaston County WDBs;*
- *North Central Region: Kerr-Tar, Durham, and Capital Area WDBs;*
- *Sandhills Region: Lumber River, Cumberland County, and Triangle South WDBs;*
- *Northeast Region: Rivers East, Northeastern, and Turning Point WDBs; and*
- *Southeast Region: Eastern Carolina and Cape Fear WDBs.*

1. Provide an analysis of the regional economic conditions to include: a) existing and emerging in-demand industry sectors and occupations; as well as conditions that contribute to potential layoffs and closures and, b) knowledge and skills needed to meet the employment needs of employers in those industry sectors and occupations. Include sources used and business involvement in determining needs. [WIOA Section 108 (b)(1)(A)(i)(ii) and (B)].

We continue to rely on labor market data as provided by NCWorks and North Carolina's Labor and Economic Analysis Division (LEAD) for information related to economic conditions, current and emerging industry sectors and occupations, as well as factors that may indicate potential layoffs and closures, along with employer feedback. Employer feedback is an ongoing process which includes a dialog with all local industry associations including Industry Advisory Councils which advise the Community Colleges on training needs. Through outreach and cultivated relationships with business, we can better determine the current and anticipated needs of business and industry in order to develop and improve methods of support. Integrated Business Services Representative teams continually discuss best practices for reducing duplication of efforts and saturation to develop methods for effectively connecting with and assisting business and industry.

Each of the three workforce areas has developed an occupational training list that has considerable overlap. Triangle South and Lumber River have considerably more manufacturing than Cumberland County, and Cumberland County has more jobs in the retail and hospitality industries. The in-demand occupations remain unchanged and the focus of the region's efforts continue to include the following cluster areas: Health Care Cluster, Agriculture & Food Processing; Advanced Manufacturing; Hospitality/Retail and Transportation.

Businesses have two higher priority needs in the region, which mirror the needs seen across the majority of North Carolina: First, they need technically skilled workers who are proficient and can add value to the company from the first day. Secondly, employers require employees with advanced critical employability (soft) skills. These employability skills include a positive attitude, an understanding of the importance of proper dress, the ability to follow instructions, problem solve, and work in teams. In the case of healthcare, businesses need a stronger population of credential-holding applicants.

Along with the entire country (and world), our region has been hard hit due to the impact of COVID-19. Conditions related to indefinite and permanent business closures, unprecedented unemployment rates, and economic devastation will reverberate for months and years to come. We will have to work together with our partners to rebuild our communities, region, state, etc. Time is of the essence to identify and implement strategies to reach individuals and businesses (especially small businesses) most impacted by the crisis and provide them with the resources and assistance they desperately need in order to begin the slow path toward restoring economic stability.

2. Describe how the regional strategic vision aligns with the [NCWorks Commission's 2019-2021 Strategic Plan](#).

Our regional strategic vision, and that of our individual Boards, align with the NCWorks Commission's vision to build a job-ready workforce to strengthen North Carolina companies, attract new businesses, and ensure that our state can adapt to a changing economy. Through strategic objectives that aim to promote accessibility and flexibility of education/training, upskilling talent, supporting innovation, and collaboration of workforce system partners, our region facilitates the actions required in order to meet the

current and future needs of workers and businesses to achieve and sustain economic prosperity.

3. Provide an analysis of the workforce in the region, including current labor force employment and unemployment data, and information on labor market trends, and the educational and skill levels of the workforce in the region, including individuals with barriers to employment. [WIOA Section 108 (b)(1)(C)].

Unemployment rates reported for February 2020 for the Sandhills region (Cumberland County 4.9%; Lumber River 5.2%; Triangle South 3.8%) were higher than the State's at 3.7%. As of the most recent data, the highest number of establishments for the region included: retail, health care, accommodation and food services, and construction. Approximately 55% of the population has at least a high school diploma; approximately 13% of the population has obtained at least a bachelor's degree. Barriers to employment include lack of soft skills, transportation and/or childcare issues, and unrealistic wage expectations.

4. Describe strategies, used to facilitate engagement of businesses and other employers, including small employers and in-demand industry sector occupations. Describe methods and services to support the workforce system in meeting employer needs. [WIOA Section 108 (b)(4)(A)(i)(ii)].

Employer engagement is a vital strategy for achieving workforce system goals. Through our BSR teams, our region actively engages with Economic Development, Chamber of Commerce, and other community partners to coordinate and collaborate on activities, services, and resources targeted to business and industry. We strive to overcome challenges to engaging employers by deploying strategies including:

- Effective and efficient explanation and application of resources and services. The workforce system needs to respond quickly and be flexible in order to meet the needs of business and industry. Employers may not be willing to engage with workforce programs if the perceived cost (in terms of time and effort) outweigh the benefits.
- Reducing competition between workforce organizations. Competing with each other for visibility and funding opportunities inevitably results in oversaturation and fatigue. Alignment and collaboration of workforce partners promote proper training and skills development that lead to successful job placement.
- Understanding the role of Workforce Development Board members and partner agencies when it comes to connecting with business and industry and demonstrating the value in partnering with workforce programs. Businesses are often wary of collaborating with competitors or diverse industries. By establishing the credibility and quality of workforce programs, Board members and partners assist with gaining access to business and industry.

5. Describe strategies and services used to coordinate workforce development programs and economic development. [WIOA Section 108 (b)(4)(A)(iii)].

Improved coordination between workforce development programs and economic development results in a more skilled workforce that supports business and economic growth. Reviewing economic conditions helps workforce programs identify gaps that impact and impede economic stability and success. In turn, we collaborate on the training and services required in order to fill these gaps, as well as ways to recruit and attract new business. Participating in each other's strategic planning efforts is another way to ensure that we improve methods that will lead to the advancement of economic development and quality of life.

6. Outline regional transportation issues related to workforce development and ways the region is/will address needs identified. Include a description *and* map of the regional commuting patterns. [WIOA Section 108(b)(11)].

Transportation continues to be a major barrier for individuals seeking training and job placement. Within the region, Cumberland County has by far the most working residents that work in the county they live (90.7%); 1.5% of working Cumberland County residents commute to Robeson County for work. In contrast, while 32% of Hoke County working residents also work in Hoke County, 48% of working Hoke County residents commute to Cumberland County. For the Triangle South region, almost two out of every three TSWDB residents in the workforce (65%), worked outside of the four-county area. Wake County employed the most residents in the Triangle South regions, representing approximately 19th of the total private, primary workers in the region, followed by Lee County retaining roughly 13.2% of the residents in the region.

<i>County</i>	<i>% of County Resident Workers</i>	<i>Largest Commuting County</i>	<i>%</i>
<i>Bladen</i>	<i>57.9%</i>	<i>Robeson</i>	<i>10.2%</i>
<i>Chatham</i>	<i>43.4%</i>	<i>Orange</i>	<i>16.8%</i>
<i>Cumberland</i>	<i>90.7%</i>	<i>Robeson</i>	<i>1.5%</i>
<i>Harnett</i>	<i>36%</i>	<i>Wake</i>	<i>18%</i>
<i>Hoke</i>	<i>31.9%</i>	<i>Cumberland</i>	<i>48.2%</i>
<i>Lee</i>	<i>70.4%</i>	<i>Wake</i>	<i>10.2%</i>
<i>Richmond</i>	<i>74.9%</i>	<i>Moore</i>	<i>8.1%</i>
<i>Robeson</i>	<i>72.8%</i>	<i>Cumberland</i>	<i>10.3%</i>
<i>Sampson</i>	<i>63.7%</i>	<i>Cumberland</i>	<i>9.6%</i>
<i>Scotland</i>	<i>68.6%</i>	<i>Robeson</i>	<i>12.9%</i>

By identifying commuting patterns across the region, we can better plan and implement regional services and activities that will impact businesses that employ the region's residents. As we plan regional events, we collaborate with partners to assist with transportation to and from the event, but also for solutions that will enable citizens to successfully complete training and obtain employment. Map reference (<https://www.ncdemography.org/2015/08/17/county-to-county-commuting-nc/>)

7. Describe how the region coordinates with area secondary education, community colleges and universities to align strategies, enhance services and avoid duplication of services. [WIOA Section 108(b)(10)].

We all have strong relationships with the K-12 system, Community Colleges, and Universities located in our region. By serving and participating on advisory councils throughout the education system, and having active education representation on our Boards and committees, we are better able to align strategies that reduce duplication of services and enhance coordination and planning efforts as we all work toward improving existing curriculum and developing new courses of study to meet the needs of business and industry, promoting career pathways, successful credential attainment, and ultimately job placement.

8. Provide details on how the region addresses workforce issues specifically related to its a) cities and/or towns; b) suburban areas; and c) rural areas.

We acknowledge the diversity of the region and the challenges in meeting the needs of such diversity. One of the ways the region is working together is through continued support of the Greater Cumberland County Sector Partnership. Launched in June 2018, the business-led partnership is a forum for healthcare leaders throughout the Sandhills Region to collaborate in creating a stronger health care sector and stronger community. The partnership brings together health care industry leaders, including representatives from hospitals, clinics, public health, behavioral health, and long-term care, as well as education, workforce development, and economic development partners, to tackle common challenges affecting the industry. At the partnership's most recent meeting, the team discussed focus strategies that included expanding access to care, especially for populations that have a hard time accessing care, as well as improving the knowledge of and access to available resources. The partnership was recently awarded \$300,000 by Golden LEAF for a professional development program to improve the regional nursing pipeline, which will directly impact economic development efforts throughout the region by increasing student retention in nursing programs which will ultimately lead to gainful employment. Part of the planning for this grant included discussion regarding how to reach and recruit citizens in the harder-to-reach areas of the region. The grant funds will be used for professional development opportunities throughout the region. As we continue to learn and implement new techniques, we hope to replicate this successful partnership for other in demand industries and continue to make improvements across the workforce system.

9. Briefly describe how the NCWorks Career Centers serve military veterans.

NCWorks Career Centers provide priority of service to Veterans, transitioning service members, and eligible spouses. To accompany and enhance the work of the staff,

including LEVRs and DVOPs, in the region's NCWorks Career Centers, including one located on Fort Bragg, we continue to collaborate with other organizations that serve Veterans in order to effectively meet the comprehensive needs of this honorable population. The region continues to support programs conducted through community colleges (e.g. Transition Tech at FTCC) to provide training and job search assistance for those transitioning from active service to the civilian labor force.

10. Provide details on how the region is prepared to respond to serve victims of national emergencies or hurricane disasters.

Hurricane disasters of the last few years have reiterated the need for rapid response, which is not always something we are prepared to do. In order to be more prepared for future disasters, we keep related documents up to date and maintain job descriptions for common positions that are needed immediately following a disaster so we can quickly update job postings should the need arise. We have developed and continue to maintain close relationships with organizations that have a primary role in providing disaster relief so that they are aware of the services and resources offered through the NCWorks Career Centers and are prepared to be deployed after a disaster in order to meet immediate needs and restore basic services throughout the community.

COVID-19 presents an entirely new set of concerns. The extraordinary impact of unemployment, business closures, and the overall stress on the economy will continue to resonate for a long time. There are still many unanswered questions on how we can best respond to the crisis, but we must be prepared to provide immediate services to those who have lost their jobs and businesses amid the crisis. By continually improving communication, in and between NCWorks Career Centers, we can share resources and best practices for assisting as many as we can, as quickly as we can. It is imperative that we learn from these experiences so that we can not only continually improve upon standard practices and procedures, but we can implement measures that will enable us to react timely and appropriately in times of crisis.



#### IV. NCWorks Commission

*The NCWorks Commission recommends policies and strategies that enable the state's workforce and businesses to compete in the global economy.*

*The Commission is designated as the state's Workforce Development Board under the federal Workforce Innovation and Opportunity Act. Led by a private sector chair, the 33-member Commission includes representatives from the business community, heads of state workforce agencies, educators, and community leaders. All members are appointed by the Governor.*

*Mission of the NCWorks Commission: To ensure North Carolina has an innovative, relevant, effective, and efficient workforce development system that develops adaptable, work-ready, skilled talent to meet the current and future needs of workers and businesses to achieve and sustain economic prosperity; and to ensure North Carolinians are ready for the jobs of today and tomorrow by increasing access to education and skills training, fostering employer leadership to prepare workers, and supporting and scaling local innovation.*

*The NCWorks Commission developed its **2019-2021 Strategic Plan** based on four overall goals:*

***GOAL 1: Prepare workers to succeed in the North Carolina economy by increasing skills and education attainment.***

*Education is the foundation to a strong workforce. As the skill requirements of jobs increase and change rapidly, businesses need to find people with the right skills for the jobs they create, and North Carolinians need access to training so they can be ready for those jobs.*

1. Briefly describe how the local Workforce Development Board plans to prepare workers to succeed in the North Carolina economy by increasing skills and education attainment. Think about the [myFutureNC](#) goal of increasing the total number of **additional** post-secondary credentials by 400,000 by the year 2030. What strategy does the local Workforce Development Board have to support this goal?

The Lumber River Workforce Development Board (LRWDB) will financially support customer's training efforts through the use of Individual Training Accounts (ITA) to cover training related costs associated with credential attainment in order to eliminate the gap between the skills employers require and the education and training that is available within our local area. In addition to training, financial support will also be provided to address barriers to completing training programs through the use of supportive services including assistance with transportation, required uniforms & supplies, childcare, emergency housing assistance, and healthcare assistance as needed. Customers are also linked to other services through a referral process.

2. Briefly describe how the local Workforce Development Board plans to promote access to job training for high-demand fields.

In order to promote job training for high demand fields, the LRWDB utilizes local area Labor Market Information to identify high demand fields and focus our efforts on placing program participants into those programs upon assessment and determination of a compatible training fit. Also with the use of On-the-Job training creation and placement into identified high demand fields.

3. Briefly describe how the local Workforce Development Board plans to increase access to education for individuals with barriers.

In order to increase access to education for individuals with barriers, the LRWDB will utilize supportive services to address identified barriers that may prevent a customer's ability to attend training. The use of agency referrals to system partners and other resources will also be used to address barriers that are beyond the scope of WIOA. If available, the LRWDB will utilize Finish Line Grants and other existing resources to address education barriers as well.

***GOAL 2: Create a workforce development system that is responsive to the needs of the economy by fostering employer leadership.***

*Employer-led job training programs have the best career outcomes. Employers know best what skills their workers need, and employer involvement is key for workforce development and job readiness. Businesses that invest in developing North Carolina's workforce will benefit from well-trained employees and a more innovative and diverse workplace that better reflects its community.*

4. Briefly describe how the local Workforce Development Board makes local employers aware of the wide array of business services offered.

In order to make local employers aware of the wide array of business services, the LRWDB promotes services through outreach materials such as brochures, have a presence at local job and career fairs, employer services staff in the NCWorks Career Centers stay abreast of all employer services, and employer relationships established by the LRWDB Business Enrichment Specialist through employer visits and hosting employer roundtable events throughout the local area.

5. Briefly describe how the local Workforce Development Board plans to enhance work-based learning projects to a broader range of local employers.

In order to enhance work-based learning projects to a broader range of local employers, the LRWDB will focus on creating work-based learning placements that are in high demand occupations that provide sustainable wages to customers. Also by combining work-based learning and educational attainment within the same job field. The LRWDB has also removed the wage reimbursement cap from its OJT policy in order to attract a broader range of local area employers.

6. Briefly describe how the local Workforce Development Board works with local elected officials to ensure viable local business representatives are appointed to the local Workforce Development Board?

All private sector board member appointments are made by local elected officials through the vote of the Board of County Commissioners.

7. Does the local Workforce Development Board currently have any sector partnerships established with local or regional businesses? If so, please cite an example.

Through the Maximize Carolina Grant, the LRWDB has established a partnership to promote Advance manufacturing in Hoke County. This collaborative between the LRWDB, Unilever Corporation, Tyton Biofuels, ITG Burlington, Hoke County Schools, Sandhills Community College, and the NCWorks Career Center to not only bring awareness to and eliminate misconceptions of Advanced Manufacturing but to also ensure a pipeline of qualified workers for this local industry.

***GOAL 3: Promote replication of creative solutions to challenging workforce problems by supporting local innovation.***

*Communities across North Carolina are developing great local models of workforce development. North Carolina should build on those successes and replicate them in more places to continue building and expanding innovative solutions.*

8. Briefly describe how the local Workforce Development Board provides new and innovative solutions to support growth of the local workforce system.

The LRWDB is working to expand re-entry programs throughout the local area in order to make these services accessible throughout the local area to justice involved individuals that are in need of reentering the workforce. Creation of a major campaign to bring awareness to advanced manufacturing. Placement of over 300 temporary workers to through disaster relief efforts to reconnect individuals with employment, upgrade skills, and placed back into the workforce. Enhance supportive services provided to community college students to enable credential attainment which leads to employment placement.

9. Has the local Workforce Development Board received any (Federal, State or Local) funding for local innovative projects? If so, please list these grants.

The LRWDB has received the National Dislocated Worker Grant; Maximize Carolina Grant; Enhancement Planning Grant; and Finish Line Grant.

***GOAL 4: Promote system access, alignment, integration, and modernization.***

*North Carolina's workforce system includes multiple agencies, programs, and funders. Collaboration, policy alignment, systemic communication, integration, and modernization of the workforce system will ensure a strong and healthy workforce system that can adapt to a changing economy.*

10. Briefly describe how the local Workforce Development Board plans to increase NCWorks brand awareness.

In order to increase NCWorks brand awareness, the LRWDB will continue to utilize outreach materials, signage, social media, and public forums as platforms to bring awareness to the NCWorks Career Centers and services provided.

11. Briefly describe any local area best practices on modernization of local career centers.

The LRWDB's NCWorks Career Centers strive to be high performing One-Stop Centers. Our customers both internal and external are most valued asset. The career Centers are evaluated periodically for conduciveness to providing effective and efficient services. One of our five Career Centers are under consideration of moving to a new location that will better fit the needs of an environment that a Career Center should possess. Our Career Centers are equipped with the technology needed to provide services virtually to customers both jobseekers and employers through the COVID-19 pandemic.

12. Briefly describe how the local Workforce Development Board plans work toward increased alignment with other local workforce system partners. How will you work together to ensure North Carolinians receive more comprehensive services across a broader range?

The LRWDB will work with system partners through the use of a direct referral system which will allow for a seamless link to services. The LRWDB will convene system partners to ensure understanding of all partner services throughout the local area and create a unified referral system that will foster full integration to create a comprehensive service approach to serving customers.

13. Briefly describe how the local Workforce Development Board is supporting [Executive Order No. 92--Employment First for North Carolinians with Disabilities](#). Employment First is a national movement which recognizes that all citizens, including individuals with significant disabilities, are capable of full participation in integrated employment and community life.

The LRWDB has established a Memorandum of Understanding with Vocational Rehabilitation as a core partner of the system. Vocational Rehabilitation representatives are also present at the NCWorks Career Centers to ensure that a clear line of communication is maintained in order to collaborate an all-inclusive approach of service delivery to individuals with significant disabilities without duplication of services.

## **V. NCWorks Career Centers**

1. Identify NCWorks Career Center location(s) including Tier 1, Tier 2, Affiliate, and Specialized sites; On-site partners; how NCWorks Career Center operator(s) are designated; provider(s) of WIOA career services and method of selection; whether youth services provider is on-site and, if so, youth services offered. Use the NCWorks [Career](#)

[Center Chart](#). [WIOA Section 121(b)(1)(A) and (b)(1)(B)] Name document: Local Area Name Career Centers.

2. Provide the date and process for when the competitive procurement of the One-Stop Operators(s) occurred. Include the expected length of the contract (one-four years).

The procurement process for the current One-Stop Operator for the Lumber River Region was as follows:

RFP Released	February 20, 2019
General Bidders Conference – 10:00 AM	February 27, 2019
Proposals Due – 12:00 Noon	March 18, 2019
Opening of the Bids – 3:00 PM	March 18, 2019
WD Staff Review	March 18-22, 2019
Evaluation Committee Review	April 4, 2019
Notice of Contract	April 25, 2019
Contract Negotiation Period	May 1-31, 2019
Project Start-up	July 1, 2019

The One-Stop Operator was issued a 1-year provisional contract to serve as the One-Stop Operator for PY19-20. The provisional contract was extended for an additional year to include PY20-21.

3. What strategies have been used to better meet the needs of individuals with barriers to employment and increase access to services and programs of the one-stop delivery system, such as improving digital literacy skills, and leveraging resources and capacity within the local workforce development system?

The LRWDB has implemented the following strategies to provide an enhanced service delivery experience through our NCWorks Career Centers:

- Ongoing LRWDB staff development sessions to provide cross training between all partners housed in the NCWorks Career Centers to ensure full awareness of the wide range of services being provided.
- By serving our customers as a linkage to community resources and hosting job fairs throughout our local area in locations that are convenient and easily accessible for all customers.
- Enhancing the mobility of our center staff and providing them with the resources necessary to take career center services mobile to serve individuals with transportation issues, as well as implementing scheduled outreach locations in our rural communities. Additionally, we secure the NCWorks Mobile unit on an as needed basis to enhance the tools and resources we have available for our jobseekers.
- Availability of laptop computers for program participants in need who are participating in occupational skills training.

- Leveraging resources with partner organizations, such as Vocational Rehabilitation, to provide additional services to customers.
- Our NCWorks Career Centers provide a variety of workshops to enhance the skills of our jobseeker clientele, including: soft skills trainings, resume building, and interview skills.
- Each NCWorks Career Center in our local area is also equipped with a resource center made available for customers and jobseekers to explore career opportunities.

Regardless of a customer's situation, a career advisor is there to assist by assessing their needs and working with the customer to overcome identified barriers utilizing the services provided within the career center or by finding outside resources as necessary. The LRWDB reinforces the philosophy that Career Center Staff must understand the needs of the customer and find the resources to ensure that customer has everything they need to succeed.

4. How are training programs such as apprenticeship, incumbent worker training, on-the-job training, and other work-based learning opportunities leading to industry-recognized credentials aligned with employers' needs, and marketed to support talent development?

All work based learning opportunities offered by the Lumber River Workforce Development Board are aligned directly with employer needs and based on feedback and input from employers. These opportunities are marketed to support talent development through direct contact and interaction with the employers themselves through individual meetings and plant tours at employer facilities, to meeting and speaking with employers at job and career fairs and meetings with employer lead community groups. Through these interactions LRWDB Staff and service providers tailor work based learning programs to meet the specific needs of each employer and allow each employer to recruit, develop and maintain a highly skilled workforce that would not be readily available without contracting for these resources.

5. Provide a brief description of the NCWorks Career Center system in your local area and include how Career and Training Services are provided. [WIOA Section 121(e), 134(c)]

In the Lumber River Region, the NCWorks Career Centers are designed to serve as a one-stop shop for both jobseekers and employers to receive the services they need to achieve and remain successful. Wagner Peyser, WIOA, and other core partner staff work cohesively to provide services and meet the needs of our customers. Services to jobseekers includes, but is not limited to: skills and interest assessments, goal planning, professional development, labor market information, job referrals, and job retention strategies. Services to businesses and employers includes, but is not limited to: talent recruitment and screening, training opportunities, pipeline development, and transition or downsizing services. These services are provided on an as needed basis dependent upon the independent needs of the individual or employer seeking services. The goal of our

NCWorks Career Center system is to provide the vital services that our jobseekers and businesses and employers need to be successful which in turn provides for growth and stability in our region.

6. Describe how local Workforce Development Boards determine the need for enrollment in Training Services.

Upon indication of interest in Training Services, customers are provided with a comprehensive assessment to determine strengths, deficiencies, basic skills levels, workplace personality, and workplace skills levels. This process is conducted to ensure that the individual is receiving the maximum level of service and to ensure that they will be a good fit for their area of interest. In situations where the assessment results indicate a customer may not be a good fit for their area of interest, a career advisor will work with the customer to explore alternative options to ensure the services the customer receive will set them up for growth and success

7. Describe how follow-up services are provided through the NCWorks Career Centers. [WIOA Section 134(c)(2)(xiii)]

The Lumber River Region has developed and implemented a Follow-up policy which outlines our requirements for providing follow-up services to program participants. Follow-up services must be made available to customers and participants for a minimum of 12 months after finding unsubsidized employment or exiting our programs. Staff are required to maintain contact with customers and participants after those individuals have attained unsubsidized employment or exited our programs and provide assistance and awareness of the follow-up services available to them and document the provision and utilization of these services accordingly.

8. Describe how new NCWorks Career Center staff are trained in the integrated services delivery system model and at what point do they have full access to [NCWorks.gov](http://NCWorks.gov) and the timeline for accomplishing the training for new staff. Describe the staff development activities that reinforce and improve the initial training efforts.

NCWorks Career Center Staff in the Lumber River Region receive an abundance of training throughout the year from a variety of sources. Staff training and professional development days are scheduled monthly, alternating between in office training and system wide training conducted by the LRWDB Staff, and even peer-to-peer training to diversify our training methods and encourage innovative thinking and new ideas. Types of training conducted includes, but is not limited to: ISD Training, Customer Service Training, and Business Service Training. Additionally, all staff are provided an overview of WIOA, NCWorks Online, Dual Enrollment, and the Integrated Services Policies and is provided with copies of all policies and procedures for reference. Staff also is required to complete the NCWorks Training Center's "Welcome to the Workforce" training series and are encouraged to attend relevant Training Center courses and trainings. Training is also provided to Career Center Staff on an as needed basis, or upon request.

9. Describe how the Workforce Development Board holds the NCWorks Career Center operator and contractors accountable for activities and customer outcomes in the Center.

The LRWDB Evaluation Committee and Career Center Committee meet bi-monthly to discuss career center and service provider performance and to offer feedback, suggestions, and changes that could be made to streamline and enhance the service experience for our customers in relation to the State's policies. Additionally, Career Center and Service Provider reports are collected bi-monthly and presented at the LRWDB Meetings to ensure that performance is being met, customers are being served, and the system is operating and functioning as intended. At all meetings, suggestions and guidance is provided to our center operators and our provider staff to ensure that all relevant information is captured and provided accurately and to ensure that we are operating at maximum efficiency.

10. Describe how the Workforce Development Board facilitates access to services provided through the NCWorks Career Center delivery system, including remote areas, using technology and through other means. [WIOA Section 108(b)(6)(B)]

The LRWDB oversees the operations of NCWorks Career Centers in each of the five counties in our local area. Within the counties, the centers are centrally located to provide an ease of access to our customers and to serve as a hub for providing services. All service information is shared locally throughout the communities via job and career fairs, presentations to the Workforce Development Board, the LRCOG Board of Directors, the LRCOG Municipalities, and LRWDB partners to inform our customers of the employment, training, and business services we have available. All NCWorks Career Centers in the Lumber River Region are also equipped with a resource center complete with computers, fax machines, and internet access for public use. Additionally, the LRWDB has a limited number of laptop computers available to loan out to program participants in need. The LRWDB has also begun providing laptop computers, mobile printers, and wireless Wi-Fi hotspot devices to our Career Center staff to enable staff to conduct scheduled visits of our more rural communities providing additional ease of access to customers that may have transportation issues or no transportation at all. When and where available, the LRWDB also makes use of the NCWorks Mobile Unit.

Since March 2020, LRWDB has provided additional tools for staff to work remotely as we move through the COVID-19 pandemic.

11. Describe Local Area strategies and services that will be used to strengthen linkages between Boards and the NCWorks Career Center system and unemployment insurance programs. [WIOA Section 108(b)(4)(A)(iv)]

The LRWDB has developed ISD Policy & Procedures to assist WIOA and WP staffing in providing seamless, quality services to all customers.



12. Describe how the Local Workforce Development Board has implemented a business services team and how they are supported by NCWorks Career Center integrated services staff.

Over the past year the LRWDB has made concerted efforts to establish and implement a business services team in each of our five counties that includes both WIOA and DWS Career Center Staff. Those efforts laid the groundwork for a "Business Services Showcase" style event held in Bladen County in July of 2019. During the event, LRWDB Staff partnered with the Bladen County NCWorks Career Center Operator, Bladen County WIOA Services Coordinator, Bladen Economic Developer, the Bladen Community College Customized Training Director, and our Apprenticeship NC Consultant for the Sandhills region to provide a forum for local area businesses to listen and learn about the variety of business services that are available to them and get acquainted with the individuals and organizations that provide those services. The event was a success, with a number of local area businesses attending the event. In the future, the LRWDB seeks to expand this initiative to the remainder of our counties.

Additionally, another avenue the LRWDB has taken to implementing business services teams in our local area were the NCWorks Open House Events held at the NCWorks Career Centers in each of our five counties. The events were designed to target local area businesses in each county and serve as an opportunity for those businesses to become familiar with their local NCWorks Center, meet the center staff and the LRWDB BSR, and learn more about the business services that we have to offer. LRWDB Staff worked closely with NCWorks ISD Staff and the county economic developers to put together target lists of businesses to invite to the events, as well as spread the word to as many businesses as possible. These events were also a success attracting a number of businesses and partner organizations and providing these individuals with valuable business services information. Rather than serving as one-off events, the LRWDB has made the decision to hold these NCWorks Open House Events periodically throughout the year to attract new businesses and to serve as a means of checking in with existing business clients.

13. Describe how entities within the NCWorks Career Center system, including Career Center operators and partners, will comply with Section 188, if applicable, and provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding the physical and programmatic accessibility of facilities, programs and services, technology, and materials for individuals with disabilities. [WIOA Section 108(b)(6)(C)]

All LRWDB NCWorks Career Centers are currently in compliance with the Americans with Disabilities Act of 1990. Our Local Area ensures that its facilities, programs, activities, and services are physically and programmatically accessible to individuals with disabilities in the most integrated setting possible by providing auxiliary aids and services when necessary to ensure equal opportunity for individuals with disabilities.

Additionally, the LRWDB also utilizes services from partner agencies, such as Vocational Rehab and Services for the Blind, to provide additional services to individuals with disabilities. All NCWorks Career Centers are visited and monitored annually by the LRCOG EEO Officer and a Department of Commerce EEO Representative to ensure compliance with state policy and regulation. Annual EEO Training is also provided to all NCWorks Career Center Staff, regardless of employing agency, to ensure every employee is equipped with the skills and procedures for serving individuals with disabilities.

14. Describe the integrated customer service process for participants. Attach a flow chart for services to include initial one-on-one interviews with customers, including NCWorks.gov dual registration, skills assessments, and determination of further services. Name document: Local Area Name Service Flow Chart 2020.
15. If applicable, attach the Memorandum of Understanding (MOU) among the local Workforce Development Board and partners concerning operation of the NCWorks Career Center system. (A MOU guide is attached for your reference as Appendix X). [WIOA Section 121(b)(A)(iii)]. Name document: Local Area Name NCWorks Career Center MOU.
16. Describe how the Workforce Development Board uses a portion of funds available to the Local Area to maintain the NCWorks Career Center system, including payment of the infrastructure costs of Career Centers. [WIOA Section 121(b)(1)(A)(ii) and (h)]

The Board provides guidance and oversight of the system by providing training to all center staff to ensure a clear understanding of service delivery. Additionally, the board has provided supplies and equipment to better equip the centers with tools and resources to meet the needs of our community. In order to provide support and participate in infrastructure costs, the board sets aside sufficient funding in administration dollars to address these areas.

17. Describe the roles and any resource contributions of the NCWorks Career Center partners. [WIOA Section 108(b)(6)(D)]

An Infrastructure Funding Agreement (IFA) is entered by and between the Lumber River Workforce Development Board and Lumber River NCWorks Partners. The IFA provides information on the shared infrastructure cost and/or in-kind arrangements. All partners in the IFA recognize that infrastructure and other additional costs are applicable to all required partners, as outlined in Section 121(b)(1)(B) of WIOA, whether they are physically located in the NCWorks Career Center or not. Each partner's contribution to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received.

The sharing and allocations of infrastructure costs among NCWorks partners are governed by the Workforce Innovation and Opportunity Act (WIOA) Sec. 121(b), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance).

18. Describe the Workforce Development Board’s method for planning oversight, review process and frequency of review for the NCWorks Career Center system in the Local Area, including processes for ensuring quality customer service. [WIOA Section 121(a)(3)]

The LRWDB Career Center Committee is tasked with providing oversight and guidance for the NCWorks Career Center System in the Lumber River Region. The Committee meets bi-monthly to discuss career center performance and service reports and to discuss career center operations, to ensure that the centers are on track to meet targeted performance and to ensure that our centers are providing the best customer service experience possible. Recently, the LRWDB also utilized the services of a “Mystery Shopper” agency to ensure that all of our centers are providing a standard quality of service to our customers. The LRWDB has developed the Mystery Shopper initiative into an annual continual improvement measure to ensure that our centers continue to grow and improve while providing an outstanding customer service experience.

19. Describe how NCWorks Career Centers are using the integrated, technology-enabled intake and case management information system for programs carried out under WIOA and programs carried out by NCWorks Career Center partners. [WIOA Section 108 (b)(21)]

All NCWorks Career Center Staff, regardless of program affiliation or funding source, have been trained to use the NCWorks Online system. Throughout the program year, staff attend and participate in NCWorks Online trainings, update sessions, and technical assistance sessions carried out by both the LRWDB and the NCWorks Training Center to ensure knowledge and correct usage of the NCWorks Online System. Training and technical assistance with the system is also made available to center staff upon request.

## **VI. Employer Services**

1. Please briefly describe the efforts of the Business Services Representatives and/or Employer Services staff in the following areas:

- Promoting work-based learning opportunities to employers
- Exploring/ promoting sector strategies with employers
- Utilizing employer data to inform priorities
- Making employer referrals to Agricultural Services and/or Foreign Labor staff

The primary goals of Business and Employer Services staff are focused around promoting our work-based learning opportunities, promoting sector strategies among groups of like-minded and invested employers, utilizing the data we receive from our employers to prioritize our services and making employer referrals to partner agencies. The staff accomplishes these goals by attending a wide variety of regional meetings and events to connect with potential customers and market our services to a wide range of businesses and organizations. These meetings and events include, but is not limited to: bi-monthly Management and Leadership Team and Human Resources Group meetings held in each of our counties, CTE Advisory Council Meetings, employer led group meetings such as the Robeson Technical Works Group, as well as job and career

fairs and expos across our local area. Additionally, the LRWDB has implemented and hosted a series of NCWorks Open House events at each of our NCWorks Career Centers and targeting the businesses and employers in our local area. The events are meant to serve as opportunities for businesses and employers to come out and meet the NCWorks Center staff and Business Services Representatives and learn more about the business services we have available while also discussing their needs as a whole. Overall, employer data is a primary concern when it comes to marketing and prioritizing our services, gaining feedback from employers and listening to employer needs and concerns helps us to tailor our services to fit the current and future needs of the businesses and employers in our local area.

2. Please describe the efforts the Workforce Development Board has made to deliver business services on a regional basis. (possibly duplicative of items above)

Efforts that the LRWDB has made to deliver business services on a regional basis in our local area include attending a wide variety of regional meetings and events throughout our local area to reach as wide an audience as possible. These meetings and events serve as opportunities to connect with potential businesses, employers, and other partner organizations to spread the knowledge of our services and provide them to any and all interested parties. Additionally, the LRWDB has begun hosting NCWorks Open House Events periodically at each of the NCWorks Career Centers to serve as opportunities to connect with new businesses and employers, as well as catching up with our existing clients.

3. Describe how the Board partners with employers and other organizations to promote work-based learning activities.

LRWDB Staff are able to utilize employers and other organizations such as Community Colleges, Universities, the Public School Systems, Chambers of Commerce to promote work-based learning opportunities by attending job fairs and career expos sponsored by these organizations and held within their facilities. By attending these events, board staff are able to connect with employers, jobseekers, community individuals, and business and industry leaders to raise awareness to the work-based learning opportunities and services that we have available and to guide these individuals to these services and opportunities.

4. Please describe business services partnership efforts in the areas of education, economic development and with employers.

Forming partnerships with educational institutions, the economic developers, and with key employers in our region is a key goal of LRWDB staff as all of these entities serve as valuable avenues from which we are able to expand upon and provide our services. Staff utilize a variety of methods for interacting with these individuals. Attending jobs and career fairs hosted by the community colleges, public school systems, or the University in our local area is a great opportunity to market and provide outreach to our services to both businesses and employers, as well as, the students and jobseekers that are participating. Additionally, partnering with the public school systems to present labor market and current workforce trend information to the CTE departments

to ensure that current and future instruction is meeting the needs of business and industry in our area. Another key partnership effort has been working to revive and maintain sector strategy initiatives such as the Robeson Technical Works Group(RTW). RTW is a group designed to be primarily employer led and consisting of the larger manufacturing facilities in Robeson County, as well as representatives from Robeson Community College, the Public Schools of Robeson County, the University of North Carolina at Pembroke, the LRWDB, economic development, and the Lumbee Tribe, with the goals of providing funding and programs to establish a workforce pipeline for advanced manufacturing and industrial maintenance in our area. LRWDB staff have also made concerted efforts to partner with the economic development staff in our local area. Staff make frequent contact with the local developers and with our region's EDPNC representative to discuss current trends, issues or concerns, and target businesses that could benefit from utilizing the services we have available. Board Staff also utilize these connections with the local developers, and with EDPNC, to share our message and our services with a wider variety of businesses and employers in our region.

## **VII. Performance**

1. Examine the local Board's current Adult, Dislocated Worker, and Youth performance on the Federal Primary Indicators of Performance for PY 2019 and previous Program Years (reports available via FutureWorks).
  - a. What are some of the factors in the local area that impact performance levels (both positively and negatively)? Be sure to consider factors such as the unemployment rate, factory closures/openings, weather events & natural disasters that may have impacted the area, as well as internal operational factors that may impact the local area's performance.

The Lumber River local area has some really great positive factors that impact performance levels such as there are opportunities for our WIOA participants to attend local area universities which include the University of North Carolina at Pembroke and St. Andrews University. Our local area also has several community colleges located throughout the region in which we serve, which are Bladen Community College, Richmond Community College, Robeson Community College and Sandhills Community College. Several customers who receive these training opportunities remain loyal to the area by securing job opportunities within the local area to contribute to the local economy upon completion.

Our local area has also partnered with Bladen Community College, Richmond Community College, Robeson Community College and Sandhills Community College along with the NC Works Career Centers in our region in order to be very successful with Governor Coopers initiative of the Finish Line Grant. This FLG Initiative has tremendously assisted college students within our local area to have continued success while completing the secondary education without the weight of emergency barriers that could have prevented held from graduating and reaching their finish line of success. Our local area has successfully operated this program

in-house with a Special Projects Coordinator who works along with the business office personnel and financial aid office personnel at each of the colleges assisting students with their emergency needs. This has also been an opportunity for the participants to complete their programs in college and secure job opportunities locally.

During the last four years, our local area has been affected by two major hurricanes that caused a lot of damage and flooding to our five-county region. However, our local area has taken what could have been a negative situation and turned it into a positive set of circumstances by successfully working with the Department of Commerce and partnering with the NC Works Career Centers, area local governments and area businesses and have successfully operated two hurricane relief programs in our local area to ensure that those people who were displaced from the flooding were given work experience opportunities which not only helped the participant to have a steady income to provide for their livelihood and families, but has also helped to build our cities and towns in our region back up from the natural devastation from the flooding in our local area caused by the hurricanes. Our local area has successfully operated this program in-house with a NWDG Coordinator and two case managers who have placed over 700 people through both hurricane grants in positions that has helped our local economy. Once these positions have reached the number of hours required by the state, a lot of these businesses have hired some of these participants on in full time positions which have helped our local economy.

The negative factors in our local area that impact performance levels are accessible transportation due to being a rural area. The limited access to internet creates barriers for jobseekers. However, our local board has worked together along with our partners in the NC Works Career Centers to ensure that we can help assist with jobseekers limited access to internet by providing non-traditional hours at the Career Centers and assisting these customers with the computers in the CRC lab. On special and unique situations and occasions, we have been able to loan laptops out to participants who were in our WIOA program to assist them with their participation in the program for computer specific needed occupational skills training courses or for positions through our OJT or WEX programs.

Another negative factor that has affected our local area has been caused by the natural disasters of major flooding in our area by two major hurricanes. This has caused participants to lose everything that they had and move out of our local area. By doing this, they did not complete the training programs that they were in which in turn hurt our overall performance.

Another negative factor that can possibly affect our local area will be the outcome of this pandemic with COVID-19 and the overall effect that it will have on our training programs and styles. It may be a situation where we will have to ensure that our providers are equipped with protective equipment to operate the program effectively as well as ensuring that protective equipment is available for those participants that are on training sites working closely together. This is a situation that we are currently undergoing and is changing every day. Presently, there are no clear answers on what will be the outcome of this pandemic.

- b. What strategies are in place to maintain or improve performance?

The LRWDB will continuously track program performance by analyzing data accessed through NCWorks Online Reports and the FutureWork System and appropriately address any areas identified as not on target. Training expenditures will be tracked on a monthly basis with the use of a cumulative internal expenditure report updated based on the expenditures reported on the service providers' monthly invoices. Desk monitoring and physical monitoring will be processed accordingly to ensure performance is on track.

The LRWDB Fiscal and Evaluation Coordinator along with the LRWDB Services Director will be responsible for conducting this tracking of training expenditures and processing both desk and physical monitoring. This information will be shared with the entire LRWDB Staff Team Members, as well as with the LRWDB contract providers of these services as well as with the full LRWDB. By analyzing the data from NCWorks Online and Future Works, the Lumber River Local Area will be enhancing the ability to maintain and/or improve performance measure goals set by the state through the negotiation process. The local area board staff would ensure that the contract providers have all the information that they will need in order to be successful and stay successful. We plan to utilize the data and have Technical Assistance Trainings with the contract provider staff throughout the year in order to help them meet and improve overall performance.

- c. In the event the local board is not on track to meet yearly performance indicator goals, please discuss what corrective actions/steps would be undertaken to address this situation.

The LRWDB closely monitors WIOA contractors and NCWorks Career Centers to ensure that performance standards are being met. The LRWDB reviews the programmatic and fiscal performance every other month to ensure that they are on track to meet performance. This performance is discussed among all staff and recommendations are made as needed. The Quality Improvement meetings were put in place to address concerns with performance and customer service so that proper monitoring was also taking place. Ongoing staff development trainings is a strategic way to address goals and strategies for improvement together.

In addition to monitoring performance standards, the Lumber River Local Area would use the monitoring tools as guidance to where our contract providers are and what steps need to be taken to get them to where they need to be and maintain or even exceed those standards. The LRWDB Fiscal and Evaluation Coordinator along with the LRWDB Services Director would identify performance issues

through the shared analysis of the data pulled from NCWorks Online and Future Works. This information would be shared with the remaining LRWDB staff team members and communicated to our contract provider staff through Technical Assistance Trainings refreshing them on performance and meeting or exceeding negotiated goals. The types of actions and/or steps that would be expected of the contract providers to address the issue is pull their reports, locate the missing components (i.e. failing to meet employment rates, credentials, measurable skills gains, etc.) and working on an action plan to resolve the issue. We would hold the contract providers accountable with a turn-around time and show significant improved measures within the program year that they are operating in. Some of the actions that the LRWDB has done in the past that has significantly improved performance and meeting goals has been placing the contract provider on a provisional or probation contract with stipulations in place to make sure that improvements are being made that significantly improve the overall performance or the contract would be pulled from the contract provider.

- d. How is performance information shared throughout the hierarchy of staff? Please detail how the Board addresses performance data in its relationship with its contractor(s) and how case managers are using performance data to drive local area performance.

The performance information is shared with LRWDB staff, contractor staff, Career Center staff and Board members as soon as information is received. The discussion of any concerns and action plans are put in place as needed. Through Evaluation Committee meetings, Youth Committee Meetings, Youth Coordinator meetings and Career Center meetings these items are continually discussed every other month to ensure full disclosure. The information is accessed and reviewed by Career Center Management and shared with Career Center staff in detail during morning meetings weekly. Board staff pulls information from FutureWorks and perform internal monitoring at least twice a month to ensure they are meeting the goals and inputting information into NCWorks properly.

2. In recent years, many Workforce Development Boards have seen decreasing population counts for the number of Dislocated Workers served. Please describe the strategies the Board has in place to ensure this population is sufficiently (proportionately) represented in the performance pool. Be sure to include whether the Board makes use of the nontraditional Dislocated Worker definitions (such as any individuals who are long-term unemployed and can, therefore, be considered Dislocated Workers) in the response.

In order to increase the pool of Dislocated Workers served, the LRWDB encourages its WIOA contractor staff to collaborate with partner staff to facilitate on-site recruitment of customers that come into the NCWorks Career Center for their scheduled Employment Assessment Interview (EAI) and Reemployment Services and Eligibility Assessment (RESEA) appointments. These are customers that have been separated from employment and are receiving unemployment insurance benefits. These customers generally fit the more traditional dislocated worker definitions.

The LRWDB ensures that an Employment Services representative along with



designated WIOA contractor staff and other partner representatives attend Rapid Response sessions that are scheduled for businesses that are closing or have major layoffs in order to educate the affected individuals of the services available at the NCWorks Career Center to include Dislocated Worker services.

Thorough customer screenings are conducted to identify customers that may fit into the nontraditional dislocated worker categories such as; the spouse of an active duty Armed Forces member that is under employed or unemployed and is experiencing difficulty in obtaining or upgrading employment, or has experienced loss of employment due to relocation to accommodate a permanent change in duty station. There is also focus on the use of the state defined dislocated worker definition of an individual who has been unemployed for 13 consecutive weeks.

The LRWDB also operates a National Dislocated Worker Grant program which provides the opportunity for use of the DWG dislocated worker definition. Customers that are enrolled in this dislocated worker definition do not count in the performance pool, however, there is the possibility that these customers may transition into WIOA dislocated worker services that are counted in the performance pool.

3. The Measurable Skill Gains measure is a real-time indicator denoting participants who are making demonstrable progress on a track toward Credential Attainment. Please describe how the Board makes use of the information the Measurable Skill Gains measure provides as a means of ensuring the Board reaches its Credential Attainment indicator goal.

The LRWDB's goal is increase the emphasis on the Measurable Skill Gains measure to ensure enhanced credential attainment. The information provided by the Measurable Skill Gains measure will be used to assist WIOA staff in tracking achieved progression and identifying the need of additional assistance in order to reach the desired outcome of customers enrolled in education or training services. It is expected for our career advisors to enter a measurable skills gain into the NCWorks Online for each participant that is in a training program because it measures real-time performance.

4. Please describe the process for monitoring service providers in the local area. Include details such as how it is conducted, who is involved, how often, et cetera.

The LRWDB staff monitors service providers in the local area by using the NCWorks reports and FutureWorks. These reports that are utilized from both these systems are conducted weekly. From those reports, the LRWDB staff is able to keep the providers abreast on actions necessary for the program to keep running effectively and efficiently. If there are issues that arise from these weekly reports, the WD Fiscal and Evaluation Coordinator works closely with the DWS analyst for our local area in order to correct any issues that would ultimately affect the program or performance. The WD Fiscal and Evaluation Coordinator schedules on-site visits with services providers annually or as needed to provide technical assistance and ensure program compliance.

## VIII. Equal Opportunity

1. Describe processes to ensure individuals are not discriminated against based on age, disability, sex, race, color or national origin. [WIOA Section 188].

LRWDB staff ensures that contractor staff is adequately trained so that that staff are educated and fully aware of on what can constitute as discrimination. The staff is trained by the NC Commerce Equal Opportunity Officer, Mose Dorsey, local Lumber River Council of Governments Equal Opportunity Officer, Janet Robertson, and by LRWDB staff. The staff is provided the local area policy and that information is reviewed in depth by all representatives previously mentioned. Mose Dorsey also completes a review of our local area so that we can access the understanding of staff and to ensure occurrences of discrimination does not occur.

Monitoring of our local area systems is also completed by the WD Fiscal and Evaluation Coordinator, Ann Bullard or LRWDB staff to ensure compliance and understanding of prohibited behavior.

Individuals who receive WIOA services through our local area are provided a copy of the equal opportunity information and provided contact information so that they may contact local area staff and state staff in a situation where discrimination may have occurred so that it can be immediately addressed. This information is signed by both the participant and the career advisor and a copy is given to the participant for their records. The career advisor scans the information into the participant file in NCWorks Online to ensure that the both the participant and the Career Advisor have read through and fully understand the procedures of discrimination.

The LRWDB staff provides a number of trainings including technical assistance trainings that review policy and updates to all contractor staff and career advisors. The Equal Opportunity policy is reviewed with staff constantly to ensure understanding. The review of observations from Mose Dorsey is also reviewed with staff to ensure compliance yearly.

2. Attach the Local Area's current Equal Opportunity (EO) Complaint Grievance Procedure to address EO requirements [29 CFR Part 37.71]. Name document: Local Area Name EO Complaint Grievance Procedure 2020.

Lumber River EO Complaint Grievance Procedure 2020 Attached

3. Describe methods to ensure local Equal Opportunity procedures are updated.

Ongoing training with state and local equal opportunity officers ensure that the most current and up to date information on procedures is provided. When updates to this policy occur, LRWDB staff makes necessary updates to the local area policy and provide to the local area contractor staff. The review of these updates is addressed at technical assistance trainings to ensure proper understanding by staff.

LRWDB, once notified of changes to the Equal Opportunity procedures make the necessary

changes to the Lumber River local area policy. The update to procedures is immediately released to ensure that immediate changes or updates take place, any questions or concerns are addressed. The policy is then reviewed in depth at technical assistance trainings with all contractor staff and career advisors to ensure understanding and compliance. The contractor staff is monitored by state, local and LRWDB staff to ensure continued compliance and that updates have been fulfilled.

## **IX. Adult and Dislocated Worker Services**

1. Describe the local Workforce Development Board's vision for serving the WIOA eligible Adults and Dislocated Workers to include high level goals, outreach strategies, service delivery and expected outcomes. Describe how this vision will improve the employment outcomes for this population.

The vision of the LRWDB is to be a destination that retains and attracts competitive employers as a result of workers that are highly skilled, adaptable and educated.

Our mission is to work with our partners to develop a region that has an innovative, relevant, effective and efficient workforce development system that develops work- ready, adaptable and skilled workforce to meet the current and future needs of employers to improve and sustain economic prosperity in the region.

The goals of the LRWDB are:

- To create a seamless, integrated and efficient workforce system for the workers and employers of our region through strengthened partnerships.
  - Reduce the Annual Average rate of unemployment in the region by preparing workers-including adult, youth, and special needs workers-to success and to continually improve their skills in this changing economy.
  - Use data to identify workforce and employer needs that then guide the effective use of resources to meet those needs.
  - Increase the access to and use of workforce development programs by the employers in the region to work-based learning opportunities and training grants.
  - Streamline reporting, audit and compliance process to ensure proper oversight with efficiency.
  - Increase communication with partners including NC Commerce, local non-profits and other community service agencies to identify gaps in service that may impede the advancement of the region such as the issue of transportation to work.
2. Provide an analysis of the strengths and weaknesses of existing Adult and Dislocated Worker education and training services. Include how services are provided and the capacity to address the identified education and skill needs of the workforce and the employment needs of employers. Describe plans to address any weaknesses identified. [WIOA Section 108(b)(1)(D)]

Strengths include a strong partnership with local area Community Colleges, a robust On-

the-Job training program that connects customers to employment with livable wages, and our resilience to overcome the impact of two major Hurricanes within a two-year period and the current COVID-19 pandemic. The LRWDB has pressed through the devastation of these national emergencies to continue delivering services.

Weaknesses include limited WIOA Title I funding levels, recruitment of dislocated workers into the Title I program. To over address our weaknesses, the LRWDB will continue to seek additional funding streams to enhance services to its customers.

In order to increase the pool of Dislocated Workers served, the LRWDB encourages its WIOA contractor staff to collaborate with partner staff to facilitate on-site recruitment of customers that come into the NCWorks Career Center for their scheduled Employment Assessment Interview (EAI) and Reemployment Services and Eligibility Assessment (RESEA) appointments. These are customers that have been separated from employment and are receiving unemployment insurance benefits. These customers generally fit the more traditional dislocated worker definitions.

The LRWDB ensures that all Career Center staff including designated WIOA contractor staff and other partner representatives attend Rapid Response sessions that are scheduled for businesses that are closing or have major lay-offs in order to educate the affected individuals of the services available at the NCWorks Career Center to include Dislocated Worker services.

Thorough customer screenings are conducted to identify customers that may fit into the nontraditional dislocated worker categories such as; the spouse of an active duty Armed Forces member that is under employed or unemployed and is experiencing difficulty in obtaining or upgrading employment, or has experienced loss of employment due to relocation to accommodate a permanent change in duty station. There is also focus on the use of the state defined dislocated worker definition of an individual who has been unemployed for 13 consecutive weeks.

- 3. Provide the date and process for the competitive procurement of the Adult and Dislocated Worker Programs that ensures an arm’s-length relationship between the Workforce Development Board and service delivery. Identify any service provider contract extensions.

The 2020-2021 competitive procurement process was completed using the following timeline:

Request for Proposal Released	February 19,2020
General Bidders Conference	March 3, 2020 – 10:00 am
Proposals Due	March 19,2020 – 12:00 noon
WD Staff Review	March 19 – April 3, 2020
Committee Review	April 14 – 15, 2020
Notice of Contract	April 23, 2020
Contract Negotiation Period	May 1 – 31, 2020
Project Start-up	July 1, 2020

competitive procurement process, WDBs *must* have an arm's-length relationship to the delivery of services.

4. Attach the Local Workforce Development Board's Adult and Dislocated Worker (DW) service providers chart effective July 1, 2020 using the [Adult/Dislocated Worker Service Provider List](#) provided. Name document: *Local Area Name Adult and DW Providers 2020*.

PY 2020 service providers will be selected at the LRWDB meeting conducted on May 28, 2020. This information will be made available at that time.

5. Describe how and when eligible training providers are reviewed at the local level and how customers are informed they have choices in choosing their providers. Define what "significant number of competent providers" means in the local area. Include whether the local Workforce Development Board uses stricter performance measures to evaluate eligible training providers. Attach if a separate policy. Name document: *Local Area Name Eligible Training Providers Policy*. [PS 06-2019]

The LRWDB is currently compiling an Eligible Training Provider Policy. At this time, interested training providers are guided through completing the ETPL request in NCWorks Online. In addition to completing NCWorks Online information, a local area interest form is provided for completion. All information within the training provider request is reviewed by LRWDB staff and presented to the board for approval or denial. Eligible Training Providers that are approved, receive an official acceptance letter from the LRWDB staff. Information pertaining to the trainings offered by the provider is dispersed to providers in the Lumber River local area and is added to the NCWorks Online system immediately. All eligible training providers are evaluated every two years and consideration is made for continuation as training provider. All customers are informed of customer choice and are instructed on how to navigate training provider information in the NCWorks Online system. "Significant number of competent providers" represents making available to customers for selection, a substantial amount of providers that are proficient in their course offerings.

6. Describe follow-up services provided to Adults and Dislocated Workers.

Follow-up services must be made available to a participant placed in unsubsidized employment for a minimum of 12 months following the participant's first date of employment. Follow-up services can be useful for participants in order to maintain employment. One-stop staff can provide workplace information and tips for success in a workplace environment. Follow-up services provide a continuing link between the program participant and workforce system; these services allow the Career Center staff to assist with other services the participant may need once he or she obtains employment. Assistance may be help with employer benefits, financial literacy and budgeting assistance. Follow-up should be keyed into the NCWorks Online system to include First Quarter, Second Quarter, Third Quarter, and Fourth Quarter Supplemental Data. LRWDB Follow-Up Policy requires contact documentation must occur at least monthly during the 1-year follow-up period.

*Per Training and Employment Guidance Letter (TEGL) 19-16 and Section 134(C)(2)(A), funds described shall be used to provide career services, which shall be available to individuals who are*

*adults or dislocated workers through the one-stop delivery system and shall, at a minimum, include - ... (xiii) follow up services, including counseling regarding the workplace, for participants in workforce investment activities authorized under this subtitle who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.*

## **X. Youth Services**

*USDOL provides funds to states who in turn provide local workforce areas resources to deliver a comprehensive array of youth services that focus on assisting out-of-school youth and in-school youth with one or more barriers to employment prepare for post-secondary education and employment opportunities, attain educational and/or skills training credentials, and secure employment with career/promotional opportunities. USDOL and North Carolina's priorities are:*

- *Out-of-School Youth – A minimum of 75 percent of the Youth funds allocated local areas, except for the local area expenditures for administration, must be used to provide services to OSY;*
- *Work Experience – Not less than 20 percent of Youth funds allocated to the local area, except for the local area expenditures for administration, must be used to provide paid and unpaid work experiences; and a*
- *Focus on Partnering – Co-enrollment encouraged where appropriate with Title II and IV.*

*USDOL also focuses on the following WIOA Performance Indicators:*

- Employment, education, or training during the 2<sup>nd</sup> quarter after exit
- Employment, education, or training during the 4<sup>th</sup> quarter after exit
- Median earnings during the 2<sup>nd</sup> quarter after exit
- Credential Attainment Rate
- Measurable Skill Gains
- Effectiveness in serving employers (system-wide measure, not program specific)

NOTE: Performance is Section VII.

1. Provide a general overview of the local current total population (within five years) of the Title I WIOA eligible youth by Local Workforce Development Board area. Include the following general information for the local Workforce Development Board area:

### **In-School Analysis**

- a. Approximately, what number of the Youth are ages 14-21? 35,678
- b. Approximately, what percentage of these youth are low-income (eligible for WIOA In-school program)? Estimated 36.3%
- c. Approximately, what number of these Youth are in the current school dropout statistics? Estimated Total = 489, Average Rate 3.45%

### **Out-of-School Analysis**

- a. Approximately what number of Youth ages 16-24 of the current total population (within five years) make up the population? Estimated 38,438
- b. Youth ages 16-24 represent what % of the population? Estimated 12.1%

- c. What are the general educational levels of this age group? Less than high school graduate and high school graduate (including high school equivalency)
  - d. What is the general employment status of this age group? Employed
2. Based on the assessment above, does the local Workforce Development Board plan to serve In-School Youth?

Yes, the Lumber River Workforce Development Board plans to serve In-School Youth as however the Board recognizes the need to increase opportunities for Out-of-School Youth and plans to address this further.

3. Provide a description and assessment of the type and availability of youth workforce activities in the Local Area, including activities for youth who are individuals with disabilities. Include identification of successful models of such youth workforce investment activities being used and/or planned. [WIOA Section 108 (b)(9)].

The Lumber River Workforce Development Board Youth Services continues efforts to provide activities that will be beneficial to all populations enabling youth and young adults to be work ready and prepared for future success. The LRWDB young adult participants will have access to work based learning, complete industry recognized credentials and enter into employment at in demand industry occupations.

The LRWDB provides young adult services at the NCWorks Career Center and at off-site locations to ensure service availability for all youth. Keeping up with current trends the LRWDB Youth Services program will utilize virtual communication when face to face interaction is not available. Additionally, service providers will work closely with core partners (Vocational Rehabilitation, and Adult Education & Literacy) to address & ensure all participants needs are met.

4. Describe the local area's broad Young Adult (NextGen) Program design to include:
- a. Providing objective assessments;
  - b. Supportive service's needs;
  - c. and developmental needs of each participant, for the purpose of identifying appropriate services and career pathways for participants. [WIOA Section 129(c)(1)(A)]

a. The LRWDB recognizes assessments as an essential tool in identifying the needs of a young adult participants when determining goals, professional and skill development activities and educational or employment objectives. The process includes a review of basic and occupational skills, prior work experience, employability potential, and developmental need. The Local Area utilizes the objective assessment as a tool to identify participant needs and barriers to employment and training that may deter successful completion. The objective assessment will be an ongoing process utilized by the LRWDB to assess the appropriate pathway for each participant.

b. The LRWDB accesses the need for supportive services based on the documented needs as outlined during the objective assessment. During the review of the ISS, the adequacy of supportive services will be determined to ensure that the participant

is making satisfactory progress toward established goals and that the provision of needed supportive services is not impeding attainment of goals.

- c. The LRWDB staff use the NCWorks Online Interest Profiler to assist with determining employability, interests and aptitudes. This self-assessment career exploration tool helps participants discover the type of work activities and occupations that they would like and find exciting. The Interest Profiler scores help identify their strongest work-related interests.

5. How does the local area ensure the Individual Service Strategy (ISS) identifies appropriate services based on the objective assessment and is linked to youth performance indicators, career pathways and program elements? [WIOA Section 129(c)(1)(B)]

The LRWDB utilizes the objective assessment and interest profiler, along with interviewing the customer, to develop the Individual Service Strategy (ISS). The Individual Service Strategy (ISS) is utilized to set and track goal attainment. The LRWDB utilize the ISS plan to identify the employment and training goals, educational objective and overall appropriate services for each participant. It serves as a roadmap for the customer while participating in WIOA. Using the ISS plan young adult participants are linked to leadership development activities and program activities that are provided in the Lumber River local area. This can include but no limited to leadership development workshops, financial literacy, tutoring and career exploration.

6. Describe the local area's broad Young Adult (NextGen) Program design to include:
- a. Employment Goals, and
  - b. Education Goals.

LRWDB staff work with young adults to ensure employment and education goals are set after assessment in accordance with the youth's Individual Service Strategy (ISS). Young adult participants participate in program activities and workshops that support the young adult in attainment of their employment and educational goals. The LRWDB ensures that adequate workshops are available for participants and this is accessed bi-monthly.

7. Where does the local area plan to serve the young adults (NextGen): NCWorks Career Centers Tier 1, Tier 2, Specialized Centers, Service Provider Offices, or Hybrid situations. Explain if it is both NCWorks Career Centers and Provider Offices or some other option.

The Lumber River Workforce Development Board serves young adults through the WIOA contractor sites and the local NCWorks Career Center. WIOA Contractors also provide services at outreach sites as needed to ensure service availability to all communities.

8. What new local higher-level goals (not traditional performance measures) are in place to serve the young adult (NextGen) population to include new outreach strategies and interactions with this population outside of the office/NCWorks Career Center setting? Do these improve employment outcomes and retention (or other identified local needs) for this population?

The LRWDB has promoted the importance of exposure to areas outside of the Lumber



River local area to ensure young adults are aware of educational and employment opportunities that they may have not previously been exposed to. This has included attending the NC Youth Summit, participating in college tours at colleges outside of the area and workshops conducted by contractors that include representatives that may act as mentors from in demand occupations of interest to young adults. All of these efforts has promoted self-awareness and exploration of interests that has been recognized to assist with self-esteem and provide them with the support necessary to be successful. The LRWBD has also promoted local area initiatives such as the Real World Simulation Event that again assist with self-awareness and career exploration outside of their daily activities. This event recently added a forum allowing youth to ask Employers questions that motivated their interest and encouraged success in employment.

9. Provide a description and assessment of the type and availability of youth (NextGen) workforce activities in the Local Area, including activities for youth who are individuals with disabilities. Include identification of successful models of such youth workforce investment activities being used and/or planned. [WIOA Section 108(b)(9)]

The Lumber River Workforce Development Board provides workshops and activities for youth to participate in that promote educational enhancement and skill development including the following:

Real World Simulation Event – Youth are involved in workshops that address budgeting, banking and credit counseling, insurance, and pre-employment awareness. The afternoon portion of the event includes a real world simulation and employer panel. The Real World simulation assists with addressing education and employment decisions youths make in combination with lifestyle choices (such as housing, transportation, leisure, etc.). Participating youths are given an occupation with a salary. Youth are then challenged to take their salary and develop a budget based on every day needs (food, electricity, rent, etc.) and situational crises such as medical, emotional, social, and accidental. This event assisted youth with re-evaluating occupational choices based on lifestyle preference.

The LRWDB staff assists with a similar event hosted by the NCWorks Career Center in partnership with Vocational Rehabilitation.

Job Shadowing – Youth participate in Job Shadow activities and career exploration.

College Tours – Youth participants complete career exploration and college opportunities at colleges throughout the state.

Academic Achievement Celebration – The event recognizes our upcoming youth participants that will be graduating with their high school diploma, GED, Associate's Degree or 4 Year Degree.

Community Service Projects – Youth participate in service learning projects that play a vital role in teaching youth to give back to their community such as Veterans Day celebration, can food drives, community garden, road-side trash pickup, etc.

NC Youth Summit – The NC Youth Summit focuses on workshops and hands on simulation to encourage development of leadership skills in young adults. This event is a regional event that local youth attend that provides interaction with youth from throughout North Carolina.

These are just a few of the many services available to the youth within our local area. Each has proven successful by submission of youth evaluations.

10. Provide the Workforce Development Board's approach to meeting the required 75% minimum (NextGen) youth expenditures on out-of-school youth and include special outreach efforts and highlight planned program design. [WIOA Section 129(a)(4)(A)]

At least seventy-five percent (75%) of WIOA youth funds will be expended on providing workforce investment activities and services for Out-of-School Youth. The Out-of-School Youth population will be visiting the NCWorks Career Center seeking service, appropriately trained staff will identify which customers may be most appropriate for receiving youth-funded services/elements. Additionally, staff will provide outreach services throughout the local area counties to recruit more out of school youth. These efforts may include, but are not limited to, non-traditional hours of operations, working with drop-out prevention programs & partnering with agencies that have a pool of Out-of-School Youth that may benefit from WIOA services.

11. Describe how the local Workforce Development Board partners, aligns, and leverages, as appropriate with:
  - a. Title II Adult Education and Family Literacy Act program resources and policies;
  - b. Title IV Vocational Rehabilitation program resources and policies;
  - c. Integrates adult education with occupational education and training and workforce preparation, as Boards as the creation of career pathways for youth. [USDOL TEGL 8-15]

LRWDB provides training and staff development meetings that focuses on providing information concerning partners and the services provided. The Youth Contractors are also involved in meetings held at the NCWorks Career Center that involve all partners and allows time for collaboration. The Business Enrichment Specialist also provides support at the Career Center and in promoting of Career Pathways for youth through partnerships with available resources including employer opportunities.

12. Describe how follow-up services will be provided for (NextGen) youth.

**Note:** All youth participants must receive some form of follow-up for a minimum duration of twelve months.

The Lumber River Workforce Development Board staff will maintain the following standards concerning follow up as stated in the Lumber River local area policy. WIOA Youth contractors document follow-up in both Supplemental Data and Follow-Up Activities for a minimum of 12 months in the NCWorks Online system for all Youth Program participants that exit. These follow-up services include Leadership Development and Supportive Service activities; Regular contact with a youth participant's employer,

including assistance in addressing work-related problems that arise; Assistance in securing better paying jobs, career pathway development, and further education or training; Work-related peer support groups; and Adult mentoring; and/or services necessary to ensure success of youth participants in employment and/or post- secondary education.

13. Specify if the Local Workforce Development Board plans to offer incentives for (NextGen) youth. If yes, attach the Youth Incentive Policy to include: a) criteria to be used to award incentives; b) type(s) of incentive awards to be made available; c) whether WIOA funds will be used and d) the Local Workforce Development Board has internal controls to safeguard cash/gift cards. Name document: Local Area Name Youth Incentive Policy.

**Note:** Federal funds may not be spent on entertainment costs.

Yes, the Lumber River Workforce Development Board will offer incentives for youth as a means to recognize and reward a youth success. The LRWDB has attached the Incentive Policy.

14. If the Local Workforce Development Board does not offer incentives for (NextGen) youth, please explain why.
15. Describe the local area strategy to ensure youth (NextGen) program activities lead to a High School Diploma or its equivalent or a recognized post-secondary credential and post-secondary education and training opportunities. [WIOA Section 129(c)(1)(C)]

The LRWDB will continuously track program performance by analyzing data accessed through NCWorks Online Reports and the FutureWork System and appropriately address any areas identified as not on target. In the event that there are shortfalls in meeting performance, technical assistance will be provided.

16. Describe the local strategy to prepare the youth (NextGen) for unsubsidized employment, including with small employers, specifically those that include in-demand industry sectors and occupations of the local and/or regional labor markets. [WIOA Section 129(c)(1)(C)(v)]

The LRWDB utilizes the relationships and partnerships that are obtained through our business engagement services. This is provided by our Business Engagement Specialist that focuses on building relationships and providing information concerning opportunities for youth to be considered for employment.

17. Please complete the [Youth Program Elements chart](#) provided to demonstrate how the local Workforce Development Board ensures each of the 14 youth program elements is made available to youth participants. [WIOA Section 129(c)(2)(A)] Name document: Local Area Name Youth Program Elements

18. How does the local area ensure that the minimum of 20% of funds is spent on work experience and is the local area expending the 20% minimum on work experience to include an estimate of expenditures that will be paid wages to youth.? [WIOA Section 129(c)(4)]

Building relationships with local area employers and providing skilled employees has always been the forefront of LRWDB's goals and expectations. With the specified 20% minimum for work-based learning, it has been reinforced with current service providers. All providers are required to specify how they will meet the 20% requirement. LRWDB staff work closely with providers to ensure they continue to provide beneficial work based learning opportunities and aim towards meeting the 20% minimum.

19. Does the Workforce Development Board have a standing committee to provide information to assist with planning, operational and other issues relating to the provision of services to youth? [WIOA Section 107(b)(4)(A)(ii)]

Yes, the Lumber River Workforce Development Board has a Youth Committee.

- a. If no, describe how oversight to planning, operational and other issues relating to the provision of services to youth will be provided.
- b. If yes, please provide a response to the following:
- c. Provide the committee's purpose/vision.

#### Purpose

It is the purpose of the Lumber River Youth Committee to provide policy recommendations to and exercise oversight for youth activities authorized under the Workforce Innovation and Opportunity Act (WIOA) with the Lumber River Workforce Development Board (LRWDB), for the five counties of the Lumber River Workforce Development Consortium (Bladen, Hoke, Richmond, Robeson and Scotland), and in partnership with the county governments within that area, to the extent that the LRWDB authorizes such activity, in accordance with the WIOA. Duties include:

1. Develop the portions of the local plan relating to eligible youth, as determined by the Chairperson of the LRWDB;
2. Subject to approval of the LRWDB and consistent with recommended eligible providers of youth activities, to be awarded grants or contracts on a competitive basis by the LRWDB to carry out the youth activities; and conduct oversight with respect to the eligible providers of youth activities in the five counties of the Lumber River Workforce Development Consortium;
3. Coordinate youth activities (as authorized under Section 129 of the WIOA) in the Lumber River Workforce Development Consortium; and
4. Other duties determined to be appropriate by the Chairperson of the LRWDB.

- d. Provide the committee's top three goals or objectives for PY 2020.

Mission:

"To develop, implement and coordinate regional plans to provide a comprehensive, systematic approach for workforce development and supportive services for the youth of the Lumber River Local Area."

The Lumber River Workforce Development Board has identified the following workforce development priorities:

- Reduce the number of unemployed individuals and the number of public assistance recipients;
  - Improve the quality of the workforce by reducing the number of high school dropouts and illiteracy rates, and by promoting the need for post- secondary education;
  - Improve opportunities for persons with special needs;
  - Strengthen assistance to youth with the transition from School-to-Work;
  - Centralize recruitment, assistance, and hiring incentives for the employer community; and
  - Improve the overall quality of life by increasing per capita income and the average hourly employment wage of the region.
- e. Attach the list of members to include members' agency/organization, one of which must be a community-based organization with a demonstrated record of success in serving eligible youth. Provide the Committee's Chair information in the first block (who must be a Workforce Development Board member.) Name document: Local Area Name Youth Committee Members. [WIOA Section 107(b)(4)(A)(ii)] and,
- Please see the Lumber River Workforce Development Board Youth Committee Members attached.
- f. Complete the following chart for the PY 2020 Youth Committee's planned meeting schedule to include dates, time and location. *[Expand form as needed.]*

Date	Time	Location (include address and room #)
August 10, 2020	9:00am	LRCOG, 30 CJ Walker Road Pembroke, NC 28372; Large Conference Room
October 12, 2020	9:00am	LRCOG, 30 CJ Walker Road Pembroke, NC 28372; Large Conference Room
December 14, 2020	9:00am	LRCOG, 30 CJ Walker Road Pembroke, NC 28372; Large Conference Room

February 8, 2021	9:00am	LRCOG, 30 CJ Walker Road Pembroke, NC 28372; Large Conference Room
April 12, 2021	9:00am	LRCOG, 30 CJ Walker Road Pembroke, NC 28372; Large Conference Room
June 14, 2021	9:00am	LRCOG, 30 CJ Walker Road Pembroke, NC 28372; Large Conference Room

20. Provide the date and process for when the competitive procurement of the Youth Programs was completed, to include any contract extensions.

The 2020/2021 competitive procurement process was conducted using the following timeline:

RFP Released	February 19, 2020
General Bidders Conference – 10:00 AM	March 3, 2020
Proposals Due - 12:00 Noon	March 19, 2020
WD Staff Review	March 19-April 3, 2020
Youth Committee Review	April 9, 2020
Notice of Contract	April 23, 2020
Contract Negotiation Period	May 1-31, 2020
Project Start-up	July 1, 2020

Please see the attached procurement policy for the specifics regarding the competitive procurement process.

21. Attach the Local Workforce Development Board Youth service provider's chart, effective July 1, 2020, using the [Youth Service Provider List](#) provided. Complete each column to include specifying where Youth Services are provided. Name the document: Local Area Name Youth Providers 2020.

## **XI. Local Innovations**

1. List additional funding received by the local Workforce Development Board to include special grants (Enhancement, Finish Line, Innovation), National Dislocated Worker Grants (disaster), YouthBuild, Foundation, outside funding and others to include a brief description the source and the amount.

<b>Grant Name/Kind</b>	<b>Description</b>	<b>Beginning and End date</b>	<b>Source and Amount</b>
National Dislocated Worker Grant	Provide temporary employment opportunities for eligible individuals to assist with clean-up, recovery, and humanitarian efforts in areas impacted by disasters or emergency situations.	September 2018 thru September 2020	NC Department of Commerce Division of Workforce Solutions \$9,150,000
Finish Line Grant	Provide supportive service assistance to community college students on the cusp of completing their credential and is faced with an unforeseen emergency.	September 2018 thru December 2020	NC Department of Commerce Division of Workforce Solutions \$210,000
Maximize Carolina Grant	Collaborative effort between the LRWDB, local employers, Hoke High School, Hoke County NCWorks Career Center, and Sandhills Community College to launch an Advance Manufacturing Awareness Campaign in Hoke County	April 2018 thru June 2019	NC Department of Commerce Division of Workforce Solutions \$71,250
Enhancement Planning Grant	Enable the LRWDB to compile data and information to complete a WIOA Enhancement Grant application to expand re-entry programs within the region with the LRWDB as the lead.	December 2018 thru April 2020	NC Department of Commerce Division of Workforce Solutions \$30,000

2. Describe one local Workforce Development Board best adult/dislocated worker program practice.

The LRWDB includes employer/customer impact stories from the local area NCWorks Career Centers and Service Providers at each of its meetings. This allows the employer/customer to present to the LRWDB a first-hand account of the impact of receiving WIOA services. Recognition from the WDB encourages program completion by Adult and Dislocated Worker customers and provides a meaningful view of successful outcomes to the board members.

3. Describe one local Workforce Development Board best youth program practice.

The LRWDB sponsors an annual Real World Summit annually to expose Youth Program Participants to “real life” experiences. The summit focuses on a one-day simulated program that offers youth hands-on practical learning in the areas of financial decision making pertaining to education, careers, lifestyle choices and transitioning into the adult world. Participants are able to practice life events and learn how to make real world decisions, which builds confidence in their abilities to be successful. The addition of an employer panel to the annual Real World Summit allowed youth the opportunity to address actual local area employers with questions concerning employment attainment. Some of the topics discussed were centered around the impact of social media accounts, unfavorable backgrounds, and the importance of the appropriate educational attainment.

4. Describe one local Workforce Development Board regional strategy that has yielded positive results.

The LRWDB sponsors 20 Youth Program Participants to attend the NC Youth Summit each year to gain exposure outside of the local area. This provides an opportunity for networking and exploratory workshops in order gain a better understanding of themselves and the endless possibilities that awaits them.

The LRWDB sponsors a Real World Summit annually to expose Youth Program Participants to “real life” experiences. The summit focuses on a one-day simulated program that offers youth hands-on practical learning in the areas of financial decision making pertaining to education, careers, lifestyle choices and transitioning into the adult world. Participants are able to practice life events and learn how to make real world decisions, which builds confidence in their abilities to be successful.

The LRWDB provided ongoing staff development training to its service providers and NCWorks Career Center staff in order to enhance service delivery for the WIOA Adult and Dislocated Worker participants, Youth Program participants, jobseekers, and businesses. Trainings such as customer service training and personality awareness have helped to encourage collaboration and enhanced Integrated Service Delivery. The staff development trainings also encourage NCWorks Career Center staff and WIOA contractor staff to work together to have cross trainings during months when there is not a LRWDB hosted training.



5. Describe one local Workforce Development Board Incumbent Worker or other business services best strategy.

The LRWDB Business Enrichment Specialist maintains vital relationships with businesses throughout the local area by attending Management & Leadership meetings, Human Resource group meetings, Chamber of Commerce events, Job & Career Fairs, and other employer related functions within the local area. These networking efforts are crucial in staying abreast of employer needs and promoting WDB business services that are available.

## XII. Program Year 2020 Local Workforce Development Board Plan Required Policy Attachments

- The following policies are required to be attached as separate documents in WISE as part of the PY2020 Comprehensive Regional Plan. Name documents: Local Area Name, Policy Name.

In the first column, state if it is attached or why it is missing and when it can be expected.

In the second column mark **only** if the policy has been changed/revised since PY2019 and requires a special review for PY 2020 and has not been previously submitted to the Division.

Do not add an empty document in WISE as a “placeholder”.

Required Local Policies and DWS Reference	Attached (Yes/No)	Revised for PY2020 (Yes/No)
1. Adult/Dislocated Worker Work Experience Policy (PS 10-2017)	Yes	
2. Competitive Procurement Policy (PS 19-2017, Change 1)	Attached as part of the Financial Management Policy	
3. Conflict of Interest Policy (PS 18-2017)	Yes	
4. Nondiscrimination/Equal Opportunity Standards and Complaint Procedures (PS 07-2018)	Yes	
5. Financial Management Policy for Workforce Innovation and Opportunity Act Title I (PS 20-2017, Change 1)	Yes	
6. Individualized Training Account Policy	Yes	
7. On-the-Job Training Policy (PS 04-2015, Change 1)	Yes	
8. Oversight Monitoring Policy, Tool and Schedule	Yes	
9. Priority of Service Policy (PS 03-2017)	Yes	
10. Youth Work Experience Policy (PS 10-2017)	Yes	
11. Local Supportive Services Policy	Yes	
12. Local Sampling Policy/Self-Attestation Procedures & Monitoring Schedule	Yes	

- Designate whether the following local Optional Policy is included and used at the local Workforce Development Board and is included in the Plan or write “N/A” implying “Not Applicable”, the Workforce Development Board does not have this policy and therefore does not use these services.

In the second column mark ***only*** if the policy has been changed/revised since PY2019 and requires a special review for PY 2020 and has not been previously submitted to the Division.

Do not add an empty document in WISE as a “placeholder”.

If “Yes”, load the policy as a separate document. Name documents: Local Area Name, Policy Name. [Example: IWT Policy – Yes. Attached as *Board Name IWT Policy*.]

Optional Local Policies	Yes- the Board has a policy or N/A (Not Applicable)	Revised for PY2020
1. Local Area Incumbent Worker Training Policy (PS 17-2017, Change 1)	Yes. Attached as Lumber River IWT Policy	
2. Local Area Needs-Related Policy	N/A	
3. Local Area Transitional Jobs Policy	N/A	
4. Local Area Youth Incentive Policy	Yes. Attached as Lumber River Youth Incentive Policy	

- Individual Training Accounts (ITAs) are required [Regulations Section 680.300] to pay the cost of training provided with Adult and Dislocated Worker funds and limitations on duration and amount may be included [Regulations Section 680.320]. Please provide the following ITA elements in summary:

Individual Training Accounts (ITA) Summary	
Dollar Amount Limits annually	\$5,500 per year/per participant
Dollar Amount Lifetime Limits	\$11,000 lifetime maximum

Time Limits	Two Years – (WD Admin. approval for extension)
Degree or Certificates allowed (Associate's, Bachelor's, other)	Up to Associates, assist with last two years of Bachelor degree
Period of time for which ITAs are issued (semester, school year, short term, etc.)	ITA's issued per semester
Procedures for determining case-by-case exceptions for training that may be allowed	Use of LRLA-6 form which includes individual's circumstances, training desired, etc. Will be reviewed by WIOA Contractor Supervisor, if approved, then submitted to LRWD Administrator for review and approval/denial.

4. Please specify the supportive services provided by the local Board Supportive Services Policy. List specific items under Supplies, Emergency and Other, as identified in the local policy. *[Expand form as needed.]*

Transportation	Childcare	Supplies (include examples)	Emergency (include examples)	Other (include examples)
Participants will only be reimbursed for the miles actually driven not to exceed 200 miles per week. Enrollees in OJT/Transitional Jobs /Work Experience can be reimbursed for a maximum of three weeks not to exceed one hundred and eighty dollars (\$180).	Childcare ensures the proper care of children while the parent participates in the program or is employed. Childcare may include day care for children under six (school-age) and after school care for children over six. The contractor staff will coordinate with the following agencies to provide child care services for enrollees if it is determined that childcare is necessary for the individual to participate in a program: Departments of Social Services; Headstart Programs; and Lumbee Regional Development Association. These agencies receive federal funds to provide child care to low income families. Efforts will be made to secure assistance from these agencies to meet immediate child care needs, however, if not available, child care payments will be reviewed and determined by the LRWDB Administrator/One-Stop Career Center Manager/Service Provider(s) on an individual basis.	Participants placed in WEX, Internship, or OJT that require assistance with uniforms, work attire, safety wear are limited to 2 complete uniforms or work attire and 1 pair of shoes; unless approved by the LRWDB Administrator.	Emergency or short-term housing (3-month limit); relocation of families into new rental housing (utility deposits, rental deposits, etc.).	Healthcare assistance such as physical examination and required shots. Limit up to \$150.00 per participant, per year. Educational fees only for Youth Program.

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's Responsibilities.

**(Before completing this certification, read the instructions on the following page which are an integral part of the certification.)**

- 1) The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:
  - a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) have not within a three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

David Richardson, Executive Director  
Printed Name and Title of Authorized Administrative Entity Signatory Official

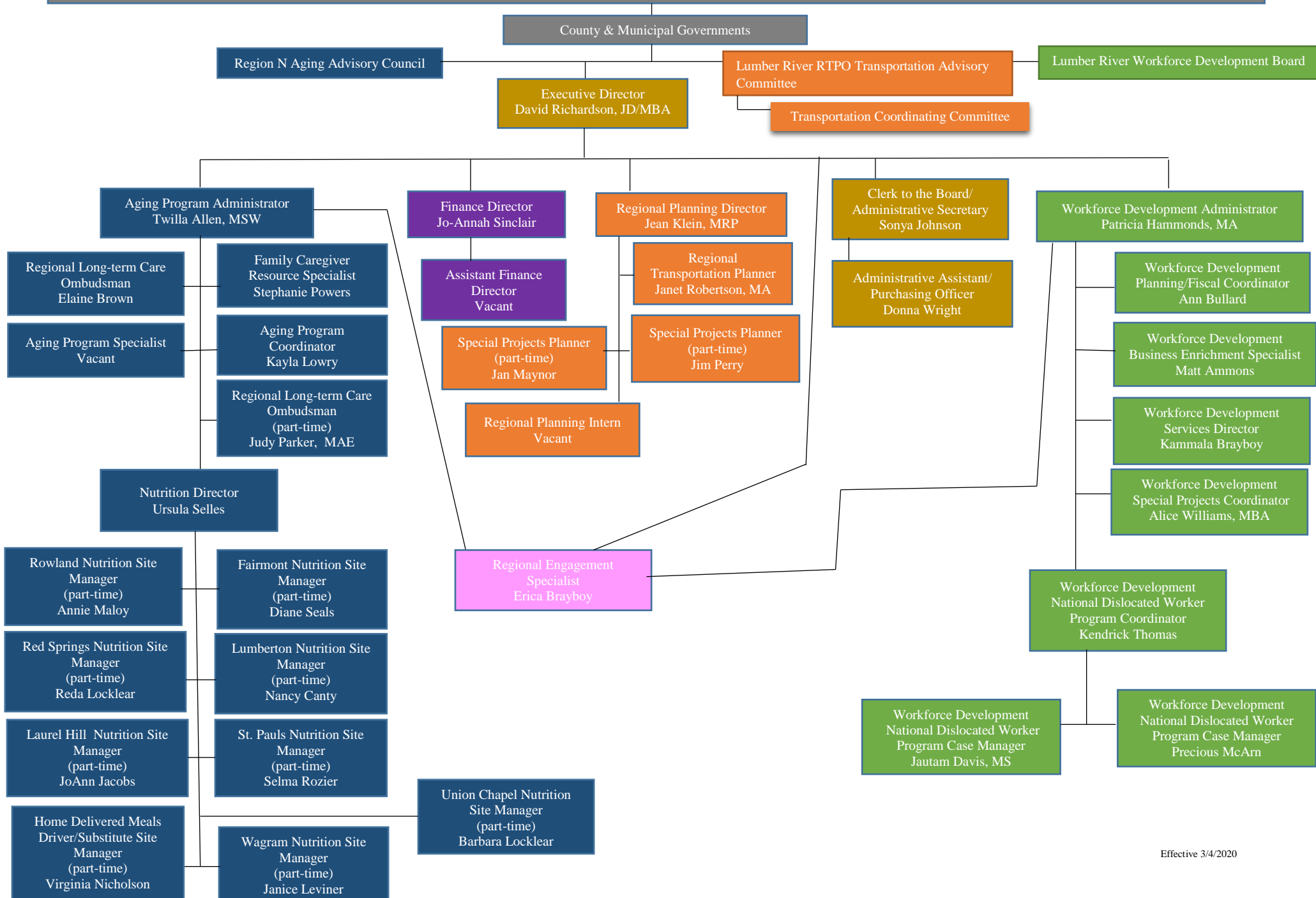
David Richardson  
Signature

May 18, 2020  
Date

### **Instructions for Certification**

1. By signing and submitting the certification signature page with this proposal, the prospective primary participant is providing the certification set out above.
2. The inability of a person to provide the certification required above will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out above. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participants, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Lumber River Council of Governments



**Lumber River WIOA Board List\***  
**Effective July 1, 2020**

	Category	Name and Business Title	Name and Business Address	Phone Number	Email Address	Term
1.	Business, Chair	Jay Todd Chief Financial Officer	Service Thread Manufacturing PO Box 673 Laurinburg, NC 28353	910-277-7456 ext. 114	Jay.todd@servicethread.com	8/7/17-6/30/20
2.	Business	Kelly Lowry Production Manager	Elkay Southern 880 Caton Road Lumberton, NC 28360	910-737-3111	<a href="mailto:ClarenceKelly.Lowry@Elkay.com">ClarenceKelly.Lowry@Elkay.com</a>	7/1/18- 6/30/20
3.	Business	Jessica Wilson Human Resources Manager	Smithfield Foods 15855 NC Hwy. 87 West Tar Heel, NC 28392	910 - 862-5247 Cell: 910 785-1118	jwilson@smithfield.com	8/5/19 - 6/30/22
4.	Business	James Taylor Business Owner	Taylor Investments 132 North Second Street Fairmont, NC 28340	910-734-3403	j.taylor7984@gmail.com	7/1/18- 6/30/21
5.	Business	Jamie Woodell Human Resources Supervisor	Campbell Soup Supply Company L.L.C 2120 N C Hwy 71 North Maxton, NC 28364	(910) 844-1379	jamie_woodell@campellsoup.com	7/1/19- 6/30/21
6.	Business	Jean Fletcher Manager	Walmart 720 E. US Highway 74 Rockingham, NC 28379	910-995-4563	<a href="mailto:Jcfletcher60@gmail.com">Jcfletcher60@gmail.com</a>	7/1/17 – 6/30/20
7.	Small Business	Roderick Locklear Owner	Locklear Rentals PO Box 1171 Pembroke, NC 28372	910-521-9761	<a href="mailto:rlocklear@lumbee.org">rlocklear@lumbee.org</a>	7/1/17- 6/30/20
8.	Business	Kimberly Futrell HR Manager (Robeson)	Watts Water 1491 NC Highway 20 West St. Pauls, NC 28384	910- 865-6221 M: 910-374-4124	kimberly.futrell@wattswater.com	7/7/19 – 6/30/22
9.	Business	Mark Ward Owner	Family Fitness Center 321 Plaza Road Laurinburg NC 28352	1-910-610-9159	mward@scotlandcounty.org	9/8/19 – 6/30/21



**Lumber River WIOA Board List\***  
**Effective July 1, 2020**

	Category	Name and Business Title	Name and Business Address	Phone Number	Email Address	Term
10.	Small Business	Terry Lewis HR	Maness Tire Pros 611 Airport Road Rockingham, NC 28379	800-826-9158	<a href="mailto:terrylewis@manesstire.com">terrylewis@manesstire.com</a>	7/1/17- 6/30/20
11.	Small Business	Carolyn Robinson Borderbelt Behavioral Healthcare Services LLC	400 Grand Oaks Boulevard Lumberton, NC 28358	910-739-2477 910-374-6051	<a href="mailto:Crobinson4000@gmail.com">Crobinson4000@gmail.com</a>	7/1/17-6/30/20
12.	Other representative of employees  (Community Based Organization – Veterans)	Thomas Brooks CBO Member	Bladen County VET Committee PO Box 1492 Elizabethtown, NC 28337	910-876-0342	<a href="mailto:Brooksforty4@gmail.com">Brooksforty4@gmail.com</a>	7/1/17- 6/30/20
13.	Union affiliated  (United Transportation Union Member)	Ben Moss, Jr. CSX Transportation CSX Union Representative	CSX Transportation 1105 Hanford Dr. Rockingham, NC 28379	910.582.8687	<a href="mailto:contnder@yahoo.com">contnder@yahoo.com</a>	2/5/19 – 6/30/21
14.	Community Based Organization	Ophelia Ray, Owner	Maggie's Outreach Community Economic Development Center 7350 Turnpike Road Raeford, NC 28376	910-875-6623	<a href="mailto:opheliaray@mocedc.org">opheliaray@mocedc.org</a>	7/1/18- 6/30/21
15.	Adult Education and Literacy eligible under WIOA Title II	Dr. Amanda Lee President	Bladen Community College PO Box 266 Dublin, NC 28332	910-879-5502 910-879-5564 fax	<a href="mailto:alee@bladencce.edu">alee@bladencce.edu</a>	1/22/19- 6/30/21
16.	Higher Education	Dr. William Dale McInnis, President	Richmond Community College PO Box 1189	910-410-1700	<a href="mailto:mcinnisd@richmondcc.edu">mcinnisd@richmondcc.edu</a>	7/1/19- 6/30/21

**Lumber River WIOA Board List\***  
**Effective July 1, 2020**

	Category	Name and Business Title	Name and Business Address	Phone Number	Email Address	Term
			Hamlet, NC 28345			
17.	Vocational Rehabilitation Program	Denise McKoy Unit Manager for DHHS	Vocational Rehabilitation 289 Corporate Drive, Suite A Lumberton, NC 28358	910-618-5513 910-618-5581 fax	Denise.mckoy@dhhs.nc.gov	7/1/18- 6/30/20
18.	Economic Development	Channing Jones Director	49 Livermore Drive Pembroke, NC 28372	910-739-7584 office 910-739-6258 fax 910-734-1585 cell	<a href="mailto:channing.jones@co.robeson.nc.us">channing.jones@co.robeson.nc.us</a>	2/7/19 – 6/30/21
19.	Wagner-Peyser Act	Peggy Hunt Davis DWS- Manager (SEANC)	NCWORKS Career Center – Robeson County 289 Corporate Drive Lumberton, NC 28358	910-618-5500 910-618-5570 fax	<a href="mailto:Peggy.h.davis@nccommerce.com">Peggy.h.davis@nccommerce.com</a>	7/1/17- 6/30/20
20.	Economic Development	William Wright Director	Hoke County Economic Development 101 North Main Street Raeford, NC 28376	910-875-6113 910-875-1010 fax	<a href="mailto:wwright@hokecounty.org">wwright@hokecounty.org</a>	6/17/19- 6/30/21
21	Consortium Board Member (Robeson)	Raymond Cummings LR Consortium Board Member	2460 Whistling Rufus Road Pembroke, NC 28372	910-827-2816	<a href="mailto:Raymond.cummings@co.robeson.nc.us">Raymond.cummings@co.robeson.nc.us</a>	7/1/17- 6/30/20
22.	Community Based Organization	John Alford CBO-Member NAACP	NAACP 16300 Hillcrest Avenue Laurinburg, NC 28352	910-277-1525	<a href="mailto:jalford@scotlandcounty.org">jalford@scotlandcounty.org</a>	7/1/19- 6/30/21

***PY 2020 WIOA Lumber River WDB Adult & Dislocated Worker Service Providers List***

<b>WIOA Adult/Dislocated Worker Service Provider</b>  (Organization Name, Address and Telephone Number)	<b>Contact Person</b>  (Name, Title and E-mail Address and Telephone Number)	<b>County/Counties Served and where services are provided**</b>  (One-Stop, Office, Both)	<b>Type of Organization</b>  (State Agency, For- profit, Non-profit, other-specify)	<b>Type of Contract</b>  (Cost Reimbursement, Fixed Price, Performance Based, Hybrid, other-specify)
<b>Bladen Community College</b> 7418 NC Hwy 41 W Dublin, NC 28332	<b>Katrina Harbison</b> <b>WIOA Program Director</b> <a href="mailto:kharbison@bladenccl.edu">kharbison@bladenccl.edu</a> (910) 862-3255	<b>Bladen County</b>  <b>One-Stop Center</b>	<b>State Agency</b>	<b>Cost Reimbursement</b>
<b>Two Hawk Workforce Services</b> 118 W. 5 <sup>th</sup> Street Lumberton, NC 28358	<b>Sherwood Southerland</b> <b>WIOA Project Director</b> <a href="mailto:Sherwood.southerland@twohawk.net">Sherwood.southerland@twohawk.net</a> (901) 738-3014	<b>Hoke, Richmond, Robeson and Scotland Counties</b>  <b>One-Stop Centers</b>	<b>For-Profit</b>	<b>Cost Reimbursement</b>

\*\*Note where Services are provided: at the One-Stop Centers, the Office location provided, combination. Be specific

## PY 2020 WIOA Local Youth Service Providers List

WIOA Youth Activity Provider (Name, Address and Telephone Number)	Contact Person (Name, Title and E-mail Address)	County/Counties Served and where services are provided**  (One-Stop, Office, Both)	Type of Organization (State Agency, For-profit, Non-profit, other-specify)	Type of Contract (Cost Reimbursement, Fixed Price, Performance Based, Hybrid, other-specify)
<b>Bladen Community College</b> <i>(Housed @ Bladen County NCWorks Career Center)</i> 401 Mercer Mill Road, Elizabethtown, NC 28337 Phone: (910) 862-3255 Fax: (910) 862-4098 <i>(In &amp; Out of School Youth for Bladen County)</i>	<b>WIOA Program Director &amp; Case Manager</b> - Katrina Harbison, <a href="mailto:kharbison@bladencce.edu">kharbison@bladencce.edu</a> <b>WIOA Program Specialist</b> - Lynika Dyre <b>Fiscal Contact</b> – Heather Garner - <a href="mailto:hgarner@bladencce.edu">hgarner@bladencce.edu</a> <b>WIOA Follow-Up Case Manager</b> — Shawanda McLeod – <a href="mailto:smcleod@bladencce.edu">smcleod@bladencce.edu</a>	Bladen County  One-Stop and Office	State Agency (Community College)	Cost Reimbursement
<b>Hoke County Schools</b> 505 South Bethel Road, Raeford, NC 28376 (910) 875-2156/875-6862 Fax: (910) 875-2302 <i>(In &amp; Out of School Youth for Hoke County)</i>	<b>Director</b> – Dr. Adell Baldwin - <a href="mailto:abaldwin@hcs.k12.nc.us">abaldwin@hcs.k12.nc.us</a> <b>WIOA Supervisor</b> - Jessica Hendrix - <a href="mailto:jhendrix@hcs.k12.nc.us">jhendrix@hcs.k12.nc.us</a> (ext. 6278) <b>Fiscal Contact</b> – Jessica Hendrix <a href="mailto:jhendrix@hcs.k12.nc.us">jhendrix@hcs.k12.nc.us</a>	Hoke County  Office – High School	State Agency (Public Schools System)	Cost Reimbursement
<b>Partners In Ministry</b> P.O. Box 1621, Laurinburg, NC 28352 Phone: (910) 277-3355 Fax: (910) 277-3358 <i>(In &amp; Out of School Youth for Richmond County)</i> <i>(Out of School Youth for Scotland)</i>	<b>Director</b> – Dr. Melba McCallum - <a href="mailto:mdgmccallum@yahoo.com">mdgmccallum@yahoo.com</a> <b>WIOA Coordinator</b> – Sharon Harris - <a href="mailto:sharon_harris60@yahoo.com">sharon_harris60@yahoo.com</a> <b>WIOA Finance Clerk</b> – Lorraine Prince - <a href="mailto:lorprince2@gmail.com">lorprince2@gmail.com</a> <b>WIOA Case Managers</b> – Tyler Blue - <a href="mailto:tblue@pim-nc.org">tblue@pim-nc.org</a> Tiffany Gould- <a href="mailto:gouldtiffany@hotmail.com">gouldtiffany@hotmail.com</a> <b>Fiscal Contact</b> - Daisy Dye - <a href="mailto:daisy.dye@hanesbrands.com">daisy.dye@hanesbrands.com</a>	Richmond County (In and Out of School) One Stop and Office   Scotland County (Out of School) One Stop and Office	Non-Profit	Cost Reimbursement

<b>Scotland County Schools (ISY)</b> Shaw Academy 18700 Old Wire Road, Laurinburg, NC 28352 Phone: (910) 276-7370 Fax: (910) 277-4444 <i>(In School Youth for Scotland County)</i>	<b>Director</b> – Dr. Jonathan McRae - <a href="mailto:jmcrae@scotland.k12.nc.us">jmcrae@scotland.k12.nc.us</a> (910) 277-4459 (ext. 313) <b>WIOA Supervisor/Case Manager</b> - Vondia Caple - <a href="mailto:vcaple@scotland.k12.nc.us">vcaple@scotland.k12.nc.us</a> (910) 276-0611 <b>Fiscal Contact</b> - Vicky Jones-McNeill - <a href="mailto:vmcneill@scotland.k12.nc.us">vmcneill@scotland.k12.nc.us</a>	Scotland County (In School Only)  Office – High School	State Agency (Public Schools System)	Cost Reimbursement
<b>UNCP</b> PO Box 1510, (115 Livermore Drive) Pembroke, NC 28372 Phone: (910) 775-4000 Fax: (910) 775-4005 <b><i>(In &amp; Out of School Youth for Robeson  County)</i></b>	<b>Office for Regional Initiatives Director</b> – Mary Beth Locklear - <a href="mailto:mary.locklear@uncp.edu">mary.locklear@uncp.edu</a> <b>WIOA Supervisor</b> - Rick Ransom - <a href="mailto:ricky.ransom@uncp.edu">ricky.ransom@uncp.edu</a> 775-4017 <b>WIOA Case Managers</b> – Mable Haywood-Pugh - <a href="mailto:mable.haywood@uncp.edu">mable.haywood@uncp.edu</a> Troaria Sampson – <a href="mailto:troaria.sampson@uncp.edu">troaria.sampson@uncp.edu</a> Lindsay Hankins - <a href="mailto:Lindsay.Hankins@uncp.edu">Lindsay.Hankins@uncp.edu</a> <b>Fiscal Contact</b> - Penny Locklear - <a href="mailto:penny.locklear@uncp.edu">penny.locklear@uncp.edu</a>	Robeson County (In and Out of School)  Office	State Agency (University)	Cost Reimbursement

*(RFP Conducted: February 19, 2020)*

Youth Committee Membership Listing  
**Lumber River Job Training Consortium**

<b>Member's Name and Title</b>	<b>Employer, Agency or Sector Represented</b>	<b>Individual/Agency Address, Telephone Number</b>
Ophelia Ray, Founder/CEO Maggie's Outreach Community Economic Development Center  <a href="mailto:opheliaray@mocedc.org">opheliaray@mocedc.org</a>  <i><u>CHAIRPERSON</u></i>	Community Based Organization (LRWDB) (Hoke County)	Maggie's Outreach Community Economic Development Center 7350 Turnpike Road Raeford, NC 28376 Office: (910) 875-6623 Fax: (910) 875-6630
Regina Smalls NCWorks Career Center Manager <a href="mailto:regina.smalls@nccommerce.com">regina.smalls@nccommerce.com</a>	Wagner Peyser Rep (Hoke County)	NCWorks Career Center 304 Birch Street Raeford, NC 28376 Office: 910-875-5059 Fax: 910-875-2125
Thomas Brooks  <a href="mailto:Brooksforty4@gmail.com">Brooksforty4@gmail.com</a>	Bladen CBO Member (LRWDB) (Veterans)	Bladen County VET Committee PO Box 1492 Elizabethtown, NC 28337 Phone: 910-876-0342
Valtrice L. Johnson Rehabilitation Counselor I  <a href="mailto:Valtrice.johnson@dhhs.nc.gov">Valtrice.johnson@dhhs.nc.gov</a>	Bladen County	Division of Vocational Rehabilitation Service 2948 W. Broad Street Elizabethtown, NC 28337 Office: 910 872-5569 Fax: 910 872-5570
Carolyn Robinson <a href="mailto:robinsoncarolyn16@yahoo.com">robinsoncarolyn16@yahoo.com</a>	Small Business (LRWDB) (Robeson County)	Borderbelt Behavioral Healthcare Services LLC PO Box 406 Pembroke, NC 28372

Herman Locklear Career Technical Education Director <a href="mailto:herman.locklear@robeson.k12.nc.us">herman.locklear@robeson.k12.nc.us</a>	Robeson County Career Technical Director	PSRC Career Center 1339 Hilly Branch Road Lumberton, NC 28360 (910) 735-2071 (B) (910) 735-2003 (F)
Enrique Torres Regional Manager <a href="mailto:etorres@telamon.org">etorres@telamon.org</a>	Migrant/Seasonal Farm Workers (Robeson County)	Telamon Corporation Robeson NCWorks Career Center 289 Corporate Drive - Lumberton, NC 28358 (910) 816-4949 (B) 910-618-5570 (F)
John Alford CBO -Member NAACP <a href="mailto:jalford@scotlandcounty.org">jalford@scotlandcounty.org</a>	Scotland County CBO -Member NAACP (LRWDB)	NAACP 16300 Hillcrest Avenue Laurinburg, NC 28352 Phone: 910-277-1525
Elizabeth G. Rizzo Program Coordinator and Evaluator <a href="mailto:erizzo@richmondsmartstart.org">erizzo@richmondsmartstart.org</a>	Community Based Organization (Richmond County)	Richmond County Partnership for Children 315 S. Lawrence St. PO Box 1944 Rockingham, NC 28380 910.997.3773, Ext. 25 910.997.5432 Fax
Dana Melvin Mills Career Technical Education Director <a href="mailto:dbmelvin@bladen.k12.nc.us">dbmelvin@bladen.k12.nc.us</a>	Bladen County Schools	489 US Highway 701 South Elizabethtown, NC 28337 (PHONE) 910-862-4136 ext. 139 (FAX) 1-855-860-6170

## Lumber River Workforce Development Consortium NCWorks Career Center System

(Reflects Local Area Structure as of July 1, 2020)

A. One-Stop Location(s) (Address and Hours)	*B. Tier 1 or Tier 2 Specialized or Affiliate	C. On-site Partners	**D. Career Center Operator and Method of Selection	E. Provider(s) of WIOA Career Services and Method of Selection	F. Provider(s) and Type of On-site Youth Services	G. Additional Partners
<b>Bladen County NC Works Career Center</b> 401 Mercer Mill Road, Elizabethtown, NC 28337 Phone: (910) 862-3255 Fax: (910) 862-4098	Tier 1	Title I (Adult, Dislocated Worker, Youth), Job Corps, National Farmworkers and Native American Programs), Wagner-Peyser, Trade Act, Career and Technical Education	Dept. of Commerce Division of Workforce Solutions  Competitive Procurement	Bladen Community College  Competitive Procurement	Bladen Community College  Provides all youth program elements	WIOA Title IV Rehabilitation Act Title 1 programs (Vocational Rehabilitation) Senior Community Service Employment Program (SCSEP) Temporary Assistance for Needy Families (TANF) Perkins Career and Technical Education Programs (Department of Public Instruction) Trade Adjustment Assistance programs Veterans Employment programs (LVER & DVOP) Community Services Block Grants HUD Employment and Training programs Unemployment Compensation programs (Division of Employment Security) Reentry Employment Opportunities (REO) - Second Chance Act programs



<b>Hoke County NCWorks Career Center</b> 304 Birch Street, Raeford, NC 28376 Phone: (910) 875-5059 Fax: (910) 875-2125	Tier 1	Title I (Adult, Dislocated Worker, Youth), Job Corps, National Farmworkers and Native American Programs), Wagner-Peyser, Trade Act, Career and Technical Education	Two Hawk Workforce Services  Competitive Procurement	Two Hawk Workforce Services  Competitive Procurement	Hoke County Schools  Provides all youth program elements	Programs/Migrant and Seasonal Farmworker programs WIOA Title II Adult Education and Family Literacy WIOA Title IV Rehabilitation Act Title 1 programs (Vocational Rehabilitation) Senior Community Service Employment Program (SCSEP) Temporary Assistance for Needy Families (TANF) Perkins Career and Technical Education Programs (Department of Public Instruction) Trade Adjustment Assistance programs Veterans Employment programs (LVER & DVOP) Community Services Block Grants HUD Employment and Training programs Unemployment Compensation programs (Division of Employment Security) Reentry Employment Opportunities (REO) - Second Chance Act programs
--	--------	---	--	--	---	---

<b>Robeson County NCWorks Career Center</b> 289 Corporate Drive, Suite B Lumberton, NC 28358 Phone: (910) 618-5500 Fax: (910) 618-5570	Tier 1	Title I (Adult, Dislocated Worker, Youth), Job Corps, National Farmworkers and Native American Programs), Wagner-Peyser, Trade Act, Career and Technical Education	Two Hawk Workforce Services  Competitive Procurement	Two Hawk Workforce Services  Competitive Procurement	UNC-Pembroke  Provides all youth program elements	WIOA Title IV Rehabilitation Act Title 1 programs (Vocational Rehabilitation) Senior Community Service Employment Program (SCSEP) Temporary Assistance for Needy Families (TANF) Perkins Career and Technical Education Programs (Department of Public Instruction) Trade Adjustment Assistance programs Veterans Employment programs (LVER & DVOP) Community Services Block Grants
---	--------	---	--	--	---	---

<b>Richmond County NCWorks Career Center</b> 115 W. Franklin Street, Rockingham, NC 28379 Phone: (910) 997-9180 Fax: (910) 997-9184	Tier 1	Title I (Adult, Dislocated Worker, Youth), Job Corps, National Farmworkers and Native American Programs), Wagner-Peyser, Trade Act, Career and Technical Education	Two Hawk Workforce Services  Competitive Procurement	Two Hawk Workforce Services  Competitive Procurement	Partners In Ministry  Provides all youth program elements	WIOA Title IV Rehabilitation Act Title 1 programs (Vocational Rehabilitation) Senior Community Service Employment Program (SCSEP) Temporary Assistance for Needy Families (TANF) Perkins Career and Technical Education Programs (Department of Public Instruction) Trade Adjustment Assistance programs Veterans Employment programs (LVER & DVOP) Community Services Block Grants HUD Employment and Training programs Unemployment Compensation programs (Division of Employment Security) Reentry Employment Opportunities (REO) - Second Chance Act programs
--	--------	---	--	--	--	---

<b>Scotland County NCWorks Career Center</b> 303 North Main Street, Laurinburg, NC 28352 Phone: (910) 276-4260 Fax: (910) 277-2628	Tier 1	Title I (Adult, Dislocated Worker, Youth) , Job Corps, National Farmworkers and Native American Programs), Wagner-Peyser, Trade Act, Career and Technical Education	Two Hawk Workforce Services	Two Hawk Workforce Services	Partners In Ministry (OSY)	Programs/Migrant and Seasonal Farmworker programs
					Scotland County Schools (ISY)	WIOA Title II Adult Education and Family Literacy
						WIOA Title IV Rehabilitation Act
			Competitive Procurement	Competitive Procurement		Title 1 programs (Vocational Rehabilitation)
					Provides all youth program elements	Senior Community Service Employment Program (SCSEP)
						Temporary Assistance for Needy Families (TANF)
						Perkins Career and Technical Education Programs (Department of Public Instruction)
						Trade Adjustment Assistance programs
						Veterans Employment programs (LVER & DVOP)
						Community Services Block Grants
						HUD Employment and Training programs
						Unemployment Compensation programs (Division of Employment Security)
						Reentry Employment Opportunities (REO) - Second Chance Act programs

## WIOA Youth Program Elements

In order to support the attainment of a secondary school diploma or its recognized equivalent, entry into postsecondary education, and career readiness for participants, the WIOA Youth Program shall provide elements consisting of the following program elements.

Please denote whether the required WIOA Program Element will be WIOA funded by the Local Area, provided by referral, or both.

	<b>WIOA Youth Program Elements</b>	<b>WIOA Funded</b> (Specify Provider)	<b>Referral by Agreement</b> (Specify Provider)
1.	Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential	All of our youth contractors provide this element to our youth participants: <ul style="list-style-type: none"> <li>• Bladen Community College</li> <li>• Hoke County Schools</li> <li>• Partners in Ministry</li> <li>• Scotland County Schools</li> <li>• UNC-P</li> </ul>	
2.	Alternative secondary school services, or dropout recovery services, as appropriate		Alternative school services and dropout recovery services within our local area (providers may vary from county to county)
3.	Paid and unpaid work experiences that have as a component academic and occupational education, which may include (i) summer employment opportunities and other employment opportunities available throughout the school year; (ii) pre-apprenticeship programs; (iii) internships and job shadowing; and (iv) on-the-job training opportunities	All of our youth contractors provide this element to our youth participants: <ul style="list-style-type: none"> <li>• Bladen Community College</li> <li>• Hoke County Schools</li> <li>• Partners in Ministry</li> <li>• Scotland County Schools</li> <li>• UNC-P</li> </ul>	
4.	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved	All of our youth contractors provide this element to our youth participants: <ul style="list-style-type: none"> <li>• Bladen Community College</li> <li>• Hoke County Schools</li> <li>• Partners in Ministry</li> <li>• Scotland County Schools</li> <li>• UNC-P</li> </ul>	

	<b>WIOA Youth Program Elements</b>	<b>WIOA Funded</b> (Specify Provider)	<b>Referral by Agreement</b> (Specify Provider)
5.	Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster	All of our youth contractors provide this element to our youth participants: <ul style="list-style-type: none"> <li>• Bladen Community College</li> <li>• Hoke County Schools</li> <li>• Partners in Ministry</li> <li>• Scotland County Schools</li> <li>• UNC-P</li> </ul>	High Schools, Colleges, Universities and Alternative Schools in our local area (providers may vary from county to county)
6.	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate	All of our youth contractors provide this element to our youth participants: <ul style="list-style-type: none"> <li>• Bladen Community College</li> <li>• Hoke County Schools</li> <li>• Partners in Ministry</li> <li>• Scotland County Schools</li> <li>• UNC-P</li> </ul>	
7.	Supportive services	All of our youth contractors provide this element to our youth participants: <ul style="list-style-type: none"> <li>• Bladen Community College</li> <li>• Hoke County Schools</li> <li>• Partners in Ministry</li> <li>• Scotland County Schools</li> <li>• UNC-P</li> </ul>	
8.	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months	All of our youth contractors provide this element to our youth participants: <ul style="list-style-type: none"> <li>• Bladen Community College</li> <li>• Hoke County Schools</li> <li>• Partners in Ministry</li> <li>• Scotland County Schools</li> <li>• UNC-P</li> </ul>	
9.	Follow-up services for not less than 12 months after the completion of participation, as appropriate	All of our youth contractors provide this element to our youth participants: <ul style="list-style-type: none"> <li>• Bladen Community College</li> <li>• Hoke County Schools</li> <li>• Partners in Ministry</li> <li>• Scotland County Schools</li> <li>• UNC-P</li> </ul>	
10.	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate	All of our youth contractors provide this element to our youth participants: <ul style="list-style-type: none"> <li>• Bladen Community College</li> <li>• Hoke County Schools</li> <li>• Partners in Ministry</li> <li>• Scotland County Schools</li> <li>• UNC-P</li> </ul>	

	<b>WIOA Youth Program Elements</b>	<b>WIOA Funded</b> (Specify Provider)	<b>Referral by Agreement</b> (Specify Provider)
11.	Financial literacy education	All of our youth contractors provide this element to our youth participants: <ul style="list-style-type: none"> <li>• Bladen Community College</li> <li>• Hoke County Schools</li> <li>• Partners in Ministry</li> <li>• Scotland County Schools</li> <li>• UNC-P</li> </ul>	
12.	Entrepreneurial skills training	All of our youth contractors provide this element to our youth participants: <ul style="list-style-type: none"> <li>• Bladen Community College</li> <li>• Hoke County Schools</li> <li>• Partners in Ministry</li> <li>• Scotland County Schools</li> <li>• UNC-P</li> </ul>	
13.	Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services	All of our youth contractors provide this element to our youth participants: <ul style="list-style-type: none"> <li>• Bladen Community College</li> <li>• Hoke County Schools</li> <li>• Partners in Ministry</li> <li>• Scotland County Schools</li> <li>• UNC-P</li> </ul>	
14.	Activities that help youth prepare for and transition to postsecondary education and training	All of our youth contractors provide this element to our youth participants: <ul style="list-style-type: none"> <li>• Bladen Community College</li> <li>• Hoke County Schools</li> <li>• Partners in Ministry</li> <li>• Scotland County Schools</li> <li>• UNC-P</li> </ul>	

### ***Workforce Development Board By-Laws Required Elements – Crosswalk***

<b>NOTE: Elements 1-7 are the Required Elements Designated at WIOA Final Rule 679.310(g).</b>	<b>The Article/Section Where the Required Elements are Located Within the <i>Current</i> By-Laws.</b>
1. The nomination process used by the CEO(s) to elect the local Board chair and members.	ARTICLE III. WDB MEMBERSHIP
2. The term limitations and how the term appointments will be staggered to ensure only a portion of membership expire in a given year.	ARTICLE III. WDB MEMBERSHIP, Section 3
3. The process to notify the CEO(s) of a Board member vacancy to ensure a prompt nominee within ninety (90) days of the vacancy.	ARTICLE III. WDB MEMBERSHIP, Section 4
4. The proxy and alternative designee process that will be used when a Board member is unable to attend a meeting and assigns a designee as per the requirements of 20 CFR 679.110(d)(4).	ARTICLE VII. MEETINGS, Section 4
5. The use of technology such as phone and web-based meetings, that will be used to promote Board member participation (20 CFR 679.110(d)(5)).	ARTICLE VII. MEETINGS, Section 6
6. The process to ensure Board members actively participate in convening the workforce development system's stakeholders, brokering relationship with a diverse range of employers, and leveraging support for workforce development activities.	ARTICLE III. WDB MEMBERSHIP, Section 2
7. A description of any other conditions governing appointment or membership on the Board as deemed appropriate by the CEO(s); (20 CFR 679.310(g)(1-7)). Note: Answer may be N/A.	ARTICLE III. WDB MEMBERSHIP, Section 2



***Workforce Development Board By-Laws Required Elements – Crosswalk***

<b>North Carolina Specific Requirements That Must be Specified Within the By-Laws.</b>	<b>The Article/Section Where the Required Elements are Located Within the <i>Current</i> By-Laws.</b>
8. The adopted generally accepted parliamentary procedure, such as Robert’s Rules of Order, chosen by the Board.	ARTICLE VII. MEETINGS, Section 9
9. Whether an appointee filling a vacancy will serve the remainder of the unexpired term or be appointed for a new full term.	ARTICLE III.WDB MEMBERSHIP, Section 3
10. The Board’s policy assuring attendance and participation of its members.	ARTICLE VII. MEETINGS, Section 6
11. Quorum requirements to be not less than 51% constituting 51% of the total Board positions.	ARTICLE VII. MEETINGS, Section 3
12. Any standing committees the Board has established shall be included in the by-laws.	ARTICLE VI. ORGANIZATION
13. The Board’s conflict of interest policy, which may not be any less stringent than the requirements of the Division’s Policy, shall be referenced in the by-laws.	ARTICLE VII. MEETINGS, Section 5
14. The process the Board will take when expedient action is warranted between Board meetings, such as calling a special meeting or allowing the Executive Committee to act on behalf of the Board.	ARTICLE VII. MEETINGS, Section 5
15. Board meetings will be held in accessible facilities with accessible materials available upon prior request.	ARTICLE VII. MEETINGS, Section 1
16.The Board will meet no less than four times per program year.	ARTICLE VII. MEETINGS, Section 1

# LUMBER RIVER WORKFORCE DEVELOPMENT BOARD BYLAWS

## ARTICLE I. NAME AND SERVICE DELIVERY AREA

- Section 1.** **NAME.** The name of this organization shall be the Lumber River Workforce Development Board, hereinafter referred to as the LRWDB.
- Section 2.** **SERVICE DELIVERY AREA.** The area to be served by the LRWDB shall be the area served by the Lumber River Local Area which consists of the following counties: Bladen, Hoke, Richmond, Robeson and Scotland.
- Section 3.** **PURPOSE.** The Workforce Development Board under the Workforce Innovation and Opportunity Act (WIOA) of 2014 shall provide planning, policy, and oversight of workforce development programs and systems, including the one-stop career center system in the Lumber River Local Area.
- Section 4.** **INDEPENDENT OVERSIGHT.** The LRWDB shall establish procedures for the exercise of independent oversight over all aspects of the administration of the Workforce Innovation and Opportunity Act (WIOA) and One-Stop Career Centers) within the Consortium. The Workforce Development Board shall not operate or manage One-Stop Career Centers but shall serve in the role of governance - providing planning, monitoring, evaluation and oversight.

## ARTICLE II. FUNCTIONS OF THE WORKFORCE DEVELOPMENT BOARD

- Section 1.** **FUNCTIONS OF THE LUMBER RIVER WORKFORCE DEVELOPMENT BOARD.** It shall be the responsibility of the WDB to provide policy guidance for and exercise oversight with respect to all activities under the Workforce Innovation and Opportunity Act of 2014 for the Local Area in partnership with the units of Federal, State and Local Governments.
- Section 2.** **ADDITIONAL DUTIES AND RESPONSIBILITIES.**
1. Advise local elected officials, employers, local education agencies, community colleges, State and local employment and training agencies and citizens about policy, programs and other information relative to the local area workforce.
  2. Coordinate with community colleges in planning, design, and delivery of vocational, technical, and basic skills education and training for customers referred from One-Stop Career Centers.
  3. Serve as a point of contact for business, industry, and the public sector to communicate workforce needs.
  4. Develop a local plan in coordination with appropriate community partners that addresses the workforce development needs of the local area, which is responsive to the goals, objectives, and performance standards established by the Governor, the NCWorks Commission, the North Carolina Department of Commerce, Division of Workforce Solutions (state workforce agency).

5. Collaborate with the local Career Technical Education Councils, local education agencies, and local community colleges in the development of school-to-work plans.
6. Develop industry or sector cluster analysis in order to set training priorities in the service area.
7. Certify career centers, monitor activities and evaluate the performance of the career centers, programs, and activities.
8. Approve contractors for operation of Workforce Innovation and Opportunity Act programs in the local area, including allocation of funds, monitoring, evaluation, and overall performance of programs and activities.
9. Develop linkages with regional and local economic development efforts and activities in the local area and promote cooperation and coordination among public organizations, community organizations, education agencies, and private businesses.

### ARTICLE III. WDB MEMBERSHIP

**Section 1. GENERAL.** WDB members shall be selected in a manner consistent with Section 107 of the Workforce Innovation and Opportunity Act and Article IX of the Lumber River Workforce Development Consortium Agreement.

**Section 2. MEMBERSHIP.** The WDB shall have *twenty-two* voting members made up of representatives from the private sector and agency representatives appointed by the respective county commissioners. Membership shall at a minimum be as follows:

**A. Private Sector Members.** Business/Industry representatives shall be selected from the counties to ensure that the WDB is geographically representative of the service area. A minimum of 51 percent of the members shall be representatives of the private sector. Each county shall have at least one (1) member from the private sector, and the membership will reflect the diversity of business and industry in the Local Area, including small and minority-owned businesses.

**B. Agency Members.** The remaining membership shall be selected from local agency and organization members in a manner ensuring geographical balance and shall consist of the following: A representative of Local Education Agency

A representative of Providers of Adult Education and Literacy under WIOA Title II (Community College)

A representative of Vocational Rehabilitation Agency

A representative of the Employment Service Office under the Wagner-Peyser Act

A representative of Higher Education Providing Workforce Investment Activities/Community College

A representative of Lumber River Workforce Development Consortium Board

**One** representative of Economic Development Agencies

**Two** representatives of Labor Organizations or where none exists, representatives must be selected from other employee representatives [such examples include the North Carolina Association of Educators (NCAE) or the State Employees Association of North Carolina (SEANC)]

**One** or more representatives of a joint labor management, or union affiliated, registered apprenticeship program within the area who must be a training director or a member of a labor organization. If no union affiliated registered apprenticeship programs exist in the area, a representative of a registered apprenticeship program with no union affiliation must be appointed, if one exists

**One** or more representative of community-based organizations that have demonstrated experience and expertise in addressing the employment, training or education needs of individuals with barriers to employment, including organizations that serve veterans or provide or support competitive integrated employment for individuals with disabilities; and

**One** or more representatives of organizations that demonstrated experience or expertise in addressing the employment, training, or education needs or eligible youth, including representatives of organizations that serve out-of-school youth.

**Section 3. Terms of Membership.** The initial terms of half of the members shall be two years, and the initial terms of the remaining members shall be three years. Terms are then staggered and shall be for two years beginning July 1 in the appropriate year. Staggering of terms ensures that at any given time half of the members are experienced in WDB functions. A vacancy shall be filled by the procedure prescribed for all other appointments and shall be for the remainder of a term

**Section 4. Member Vacancy.** The Chair or the Workforce Development Administrator shall notify the respective county commission of any board member vacancy to ensure a prompt nominee within 90 days of the vacancy. Replacements will be determined by the category being filled in order to comply with law and maintain a balanced representation between the private and public sectors.

#### ARTICLE IV. OFFICERS

**Section 1. Chairperson.** The WDB shall have a Chairperson who shall be elected from among the representatives of the private sector by the WDB membership. The Chairperson shall preside at all meetings of the group; shall appoint committees and their chairperson and vice-chairperson as needed, and shall in general perform all the duties incident to the Office of Chairpersons; including execution of agreements on behalf of the WDB.

**Section 2. First Vice-Chairperson.** The WDB shall have a First Vice-Chairperson who shall be elected from among the representatives of the private sector by the

WDB membership. In the absence or disability of the Chairperson, the First Vice-Chairperson shall perform the duties of that officer.

**Section 3. Second Vice-Chairperson.** The WDB shall have a Second Vice- Chairperson who shall be elected from among the representatives of the private sector by the WDB membership. The duties of the Second Vice- Chairperson shall be to conduct the business of the WDB in the absence of the Chairperson and the First Vice-Chairperson.

**Section 4. Term of Office.** The term of the office of the Chairperson, First Vice-Chairperson and Second Vice-Chairperson shall be for a period of Two (2) years. Officers may succeed themselves for additional years at the pleasure of the Board.

**A. Elections.** The terms of office shall begin on July 1. Elections shall be held at the last regularly scheduled WDB meeting prior to July 1.

#### ARTICLE V. STAFF

**Section 1. WDB Support.** The WDB shall be supported in the performance of its duties by staff provided by the Lumber River Council of Governments with funds derived from the current Workforce Innovation and Opportunity Act and from additional funding sources identified from the federal and state participating programs and agencies in the area one-stop career centers. This staff shall be responsive to the needs of the WDB and shall support the WDB in its mandated functions.

#### ARTICLE VI. ORGANIZATION

**Section 1. Committees.** The WDB shall, as necessary, be organized into standing committees to carry out its functions and responsibilities. Chairperson, Vice-Chairperson, and members of the committees shall be designated by the WDB Chairperson. WDB members should avoid conflict of interest or the appearance of, when selected to serve or be a Chairperson on committees.

**Section 2. Ad Hoc Committees.** Ad Hoc committees may be established by the WDB as required to address specific issues. Members shall be designated by the WDB Chairperson.

**Section 3. Evaluation Committee.** The committee members will review fiscal and program monitoring as it pertains to funds allocated for Adults and Dislocated workers. The committee will also have influence on Incumbent Worker Training and special grants. Additionally, the committee will recommend contractors to the LRWDB.

**Section 4. Youth Committee.** The committee will develop priorities and strategies to address the education and employment issues of the youth in the Local Area. The committee will review fiscal and program monitoring as it pertains to funds allocated for the WIOA Youth Program and other youth grants. Additionally, the committee will recommend contractors to the LRWDB.

- Section 5. Career Center Committee.** The committee members will evaluate and monitor the activities of the Career Centers. In addition, the members will be asked to review state policy as it applies to the local level and recommend appropriate changes in the functions and service delivery.
- Section 6. Disability Committee.** The committee members will provide information and assist with operational and other issues relating to the provision of services to individuals with disabilities, including issues relating to ADA, regarding programmatic and physical access to services, programs, and activities of the one-stop delivery system as well as provide training for staff on providing support, accommodations to and finding employment opportunities.
- Section 7. Committee Meetings.** Committees shall meet at times and places to be designated by their respective chairperson. Each committee member shall have one vote and no proxy votes shall be allowed by other representatives.
- Section 8. Executive Committee.** The Executive Committee of the WDB shall include but is not limited to the Chairperson, First and Second Vice-Chairpersons and any standing committee chairs. The Executive Committee duties shall be assigned by the WDB as a whole, and all actions of the Committee shall be discussed at the next WDB meeting. Specific duties include: coordinating the work of the other committees and monitoring their performance; setting clear performance standards for WDB members (attendance) and enforcing them; identifying potential new members; acting for the full WDB in bona fide emergencies such as when WDB action is imperative and circumstances make assembling the WDB impractical.

## ARTICLE VII. MEETINGS

- Section 1. Regular Meetings.** The WDB shall meet at least bi-monthly, normally the fourth Thursday of the month at the call of the Chairperson. Notifications of meetings shall be at least **one (1) week** prior to the meeting date. Board meetings will be held in accessible facilities with accessible materials available upon prior request.
- Section 2. Special Meetings.** The Chairperson may call special meetings of the WDB as required. Upon receipt of written requests from a majority of members of the WDB, the Chairperson shall call a special meeting of the WDB to convene within **seven (7)** days.
- Section 3. Quorum.** Not less than 51% of the active members of the WDB shall constitute a quorum for the transaction of business. Vacancies will not be considered in the total to determine a quorum.
- Section 4. Voting.** All actions of the WDB shall be determined by a majority vote of the members present and voting, except the adoption and amendment of the By-Laws which shall be by a two-thirds (2/3) vote of the members present.
- A. Each member shall cast one vote.
  - B. If a member is unable to attend and assigns a designee, the proxy and alternative designee must meet the following requirements:

- a. The alternative designee is a business representative; he or she must have optimum policy-making hiring authority.
- b. Other alternative designees must have demonstrated experience and expertise and optimum policy-making authority.
- C. Only members have the right to vote on all issues presented before the WDB. No member will be allowed a proxy to vote in another member's place.
- D. During a formal meeting, if a board member is in attendance at a meeting and excuses themselves from the room during a vote, their vote is counted as an automatic yes.

**Section 5. Conflict of Interest.**

- 1. Board members shall avoid both conflict of interest and the appearance of conflict of interest in the conduct of WDB business. A potential conflict of interest exists if a Board member takes any action in the effect of which would be to their private financial gain or loss, or to that of their immediate family or employer. (Immediate family is defined as spouse, mother, father, guardian, children, brother, sister, grandparents, grandchildren, plus the various combination of half, step, in-laws, and adopted relationships that can be derived from those named.) A potential conflict does not exist if the financial gain or loss affects to the same degree all people in the Board's local area or a larger class of people with which the member is associated.
- 2. A WDB member shall not cast a vote on, nor participate in, any decision-making capacity on the provision of services by such member (or any organization which that member directly represents), nor on any matter which would provide any direct financial benefit to that member.
- 3. If a potential conflict of interest arises, the affected Board member must give notice before action is taken. Such disclosure of potential conflict will be made part of the minutes of the meeting. The affected Board member must refrain from voting on that issue.

**Section 6. Attendance.** Members have the responsibility of contacting the Board Chair or the Workforce Development Administrator if they are unable to attend a meeting. The third consecutive unexcused absence shall be considered a voluntary resignation removing that member from the WDB without the need for formal WDB action. An excused absence is defined as a telephone call or message stating a reason of: illness, vacation, professional commitment, or other personal reason. The Chair or the Workforce Development Administrator shall notify the respective county commission of any vacancy as the result of this section.

- A. **Remote Attendance.** WDB members may participate in any meeting of the Board or committee by means of telephone conference, video conference or similar communication equipment allowing all individuals participating in the meeting to hear each other at the same time; participation by such means shall constitute presence in person at a meeting.

- Section 7. Order of Business.** The Chairperson shall be responsible for orderly business of the WDB and for calling items of the agenda. During the course of considering items on the agenda, only members of the WDB shall participate in the discussion except by prior arrangement with the Chairperson, upon request of a member of the WDB, or during a public participation period.
- Section 8. Agenda.** The agenda for WDB meetings shall be developed by WDB staff in consultation with the Chairperson.
- Section 9. Rules.** All procedures of the WDB not set forth in these By-Laws shall be governed by the rules set forth in the current edition of Robert's Rules of Order.
- Section 10. Open Meetings.** All meetings of the WDB shall be open and accessible to the general public, and minutes shall be maintained and mailed or emailed to members with the agenda within seven calendar days of the next scheduled meeting.
- Section 11. Reimbursement.** The Lumber River Council of Governments (LRCOG) is required to make reimbursement available to all WDB members who do not have compensation available from their employing agencies. The LRCOG will be responsible for maintaining records of reimbursement. The rate of reimbursement will be in accordance with the Travel Policy adopted by the LRCOG. All overnight meetings must be approved in advance by the LRCOG staff.

## ARTICLE VIII. CONFLICT RESOLUTION

1. The LRWDB and the Counties (Bladen, Hoke, Richmond, Robeson and Scotland) are equal partners with joint responsibility for proper and successful employment and training performance within the local area. As such, disputes between the parties shall be resolved by mutually satisfactory negotiation between equals.
2. If negotiation is unsuccessful, the following binding conflict resolution process shall be used. A Resolution Committee will be formed with one member designated by the WDB and a second member designated by the Counties. The two members so chosen shall designate a third member. If the two parties cannot agree on a third designee, the Workforce Development Administrator shall select the third member. The Resolution Committee will promptly meet to discuss and resolve by majority vote any dispute. Any decision shall not violate the Charters of the member governments. Decisions of the Resolution Committee shall be rendered within 30 days after the Committee is appointed and shall be binding upon the WDB and the Counties.
3. Disputes between the Counties shall be resolved by a majority vote of the Counties, each County having one (1) vote.

## ARTICLE IX. INDEMNIFICATION

1. The WDB shall indemnify any Board member, staff person, officer or former Board member, staff person or officer of the WDB against expenses actually or reasonably





30 CJ Walker Road, COMtech Park • Pembroke, North Carolina 28372  
Telephone (910) 618-5533 • Fax (910) 521-7576  
Website: [www.lumherrivercog.org](http://www.lumherrivercog.org)

**LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM**  
**LRLA ADULT & DISLOCATED WORKER WORK EXPERIENCE POLICY 2019-12**  
**July 1, 2019**

**SUBJECT:** Work Experience Policy and Procedures for Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker Programs.

**PURPOSE:** To provide the Lumber River Workforce Development Board with additional information and clarification on guidance regarding the use, documentation, and tracking of Workforce Innovation and Opportunity Act (WIOA) Title I funds in the provision of Work Experience (WEX) opportunities adult and dislocated worker participants and rescind Policy Statement 09-2017.

**BACKGROUND:** “Work Experience (WEX) Training” is planned, structured learning experience that occurs in a workplace for a specified, limited period of time. The purpose of the WEX activity is to provide the WIOA Title I participant with opportunities for career exploration, skill development, and reinforcement of the work ethic.

WEX Training may include paid or unpaid wages and may be in the private for-profit sector, the non-profit sector, or the public sector. Under WIOA, Adult and Dislocated Worker WEX must be linked to a career goal and based upon the participant’s interest and aptitude.

The intent of WEX is not to benefit the employer, although the employer may, in fact, gain from the activities performed by the participant, and in some cases may result in an employment offer. WEX activities shall not reduce current employees’ work hours, displace current employees or create a lay-off of current employees, impair existing contracts or collective bargaining agreements, and/or infringe upon the promotional opportunities of current employees as defined by the Fair Labor Standards Act.

**ACTION:** Work Experience is an Individualized Career Service in the **WIOA Adult and Dislocated Worker Programs**. In order to be considered for a Work Experience, participants must meet program specific eligibility guidelines and adhere to **Section 134(c)(3)(E) of WIOA which establishes a priority requirement with respect to funds allocated to a local area for adult employment and training activities**. Please reference **LRLA Priority of Service Policy 2019-06** for established LRWDB policy.



The Individual Employment Plan (IEP) will document the necessity for Work Experience placement. Adults and Dislocated Workers may participate in planned, structured learning experiences.

Staff must consider appropriate work week hours if and/or when a participant is attending school while working. For example, if a participant is attending post-secondary education it would be ideal to limit the number of work hours in order to not interfere with educational attainment. The specific number of hours the participant has been assigned will be indicated on the signed agreement. **No participant may work more than 40 hours in any week.**

Each participant in a Work Experience opportunity must be compensated at the same rates, including periodic increases, as trainees, or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills.

**EFFECTIVE DATE:** Immediately

**EXPIRATION DATE:** Indefinite

**CONTACT:** Any questions regarding this policy should be directed to Patricia Hammonds, LA Administrator, Workforce Development Division at (910) 775-9764.

**DISTRIBUTION:** Lumber River Local Area Adult & Dislocated Worker Program Service Providers and Lumber River Workforce Development Division Staff

Patricia Hammonds

Patricia Hammonds, Local Area Administrator  
Workforce Development Division

Attachments:

- Work Experience Policy
- LRLA-28ADW-WORK EXPERIENCE (WIOA Adult & DW Work Experience Policy) participant
- Contract Agreement Documents:**
- LRLA-28ADW (WIOA Work Experience Worksite Agreement)
- LRLA-28ADW-A (Worksite Agreement Training Description/Outline)
- LRLA-28ADW-WORK EXPERIENCE (WIOA Work Experience Worksite Agreement Change)
- LRLA-29ADW (Work Experience Worksite Supervisor Orientation)
- LRLA-30ADW (Work Experience Participant Evaluation Sheet)
- Work Experience Time Sheet
- I-9, NC-4, W-4 (use current year forms)
- North Carolina New Hire Form
- LRLA -38 Work Experience Tracking Form

## **Adult & Dislocated Worker Work Experience Policy**

“Work Experience (WEX) Training” is planned, structured learning experience that occurs in a workplace for a specified, limited period of time. The purpose of the WEX activity is to provide the WIOA Title I participant with opportunities for career exploration, skill development, and reinforcement of the work ethic. WEX Training may include paid or unpaid wages and may be in the private for-profit sector, the non-profit sector, or the public sector. Under WIOA, Adult and Dislocated Worker WEX must be linked to a career goal and based upon the participant’s interest and aptitude.

The intent of WEX is not to benefit the employer, although the employer may, in fact, gain from the activities performed by the participant, and in some cases may result in an employment offer. WEX activities shall not reduce current employees’ work hours, displace current employees or create a lay-off of current employees, impair existing contracts or collective bargaining agreements, and/or infringe upon the promotional opportunities of current employees as defined by the Fair Labor Standards Act.

### **Job Readiness Training**

To participate in employment activities, the participant must be evaluated and assessed to ensure they are a viable candidate for the Work Experience activity. The evaluation and assessment process may include, but are not limited to, Human Resource Development Classes, Soft Skills Training, Effective Communication Workshops, and/or any work readiness workshops offered through the NCWorks Career Center. It is imperative that the participant is equipped with preliminary job-readiness skills prior to going to work.

### **Worksite Selection**

Matching a WIOA participant with the appropriate worksite is critical to a successful job assignment. Worksite supervisors need to have a clear understanding of the objectives of the job assignment and realistic expectations of the work products and productivity that a WIOA participant may demonstrate. The participant must have adequate supervision, as any other entry-level employee. The worksite must be willing to allow Board staff, the North Carolina Division of Workforce Solutions and/or US Department of Labor to perform onsite monitoring to ensure compliance with the worksite agreement, as well as, to monitor the progress of the participant.

Service Providers should use discernment when choosing worksites. When choosing employers, analyze the "value-added" contributions an employer is willing to make to the experience for the participant. Examples of such contributions are structured development/refinement of work readiness skills, provision of on-site educational services, and exposure to enhanced skills training and mentoring.

**The Division strongly discourages the practice of placing participants in workforce training located at the board office, career center, or administrative entity due to the potential of conflicts of interest. Placement at these locations should only be allowed where there is specific documentation in the file that the particular experience meets the participant's career goals and skills needs AND there is no other placement opportunity available.**

## **Wages and Stipends**

Individuals participating in a Work Experience opportunity must be compensated at the same rates, including periodic increases, as trainees, or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. The rates may not be lower than the higher of the federal or state minimum wage.

A flat rate wage applied to all individuals participating in a paid Work Experience opportunity (e.g. \$8.00/hour for all participants) would not be allowed if there are trainees or employees who are similarly situated in similar occupations with the same employer who receive wages that differ from the flat rate wage.

## **Job Assessment and Training Plan**

Lumber River Local Area AD/DW Program Service Providers must ensure that the training for WIOA eligible participants is appropriate based on the needs identified by an objective and comprehensive assessment and as documented in the Individual Employment Plan (IEP). The Work Experience IEP clearly indicates how this activity is going to help the participant move from the Work Experience to unsubsidized employment or on to further training. Documentation of the need for Work Experience that is tied to and supported by academic and occupational education and the objectives of the Work Experience must be detailed in the IEP Training Plan.

Periodic evaluation of the participant's learning and attainment of skills during the Work Experience should be documented in NC Works Online. When possible, it is strongly encouraged that the Work Experience and its associated training components be directly tied to the attainment of a credential and documented in the IEP. Service providers should use either O\*NET or other identified programs when developing the competencies to be learned and evaluated in the Work Experience. IEP should include: job skills needed, standard training hours, and estimated start and end date. If attending occupational skills training the academic and occupational components must be included.

The maximum duration of the Work Experience program should be specified per program year. The determination of the duration of the Work Experience should be based on the academic and occupational competencies the WIOA participant needs to develop or refine and must be specified in the Work Experience Training Plan. Academic skills training could be basic skills education or high school equivalency training. Occupational skills competencies may be gained through the Work Experience, Human Resources Development (HRD) classes or through courses specific to the job/career/occupation in which the individual is having the Work Experience.

A Work Experience Training Plan if developed in conjunction with the IEP allows service providers to monitor and evaluate the Work Experience. It serves as a baseline when establishing whether the needs of the WIOA participant and the employer's expectations of training and development have been met.

## **Skills Analysis/Work Experience Training Plan Development**

An individualized Work Experience skills analysis must be performed to determine the acquisition of skills that the participant does not already possess. Skills the participant may have acquired from previous work or life experiences are potentially transferrable and can be used in every occupation, regardless of the type of work. Transferrable skills are unlike job-related skills, which tend to be used only in one type of work.

This analysis will contain occupationally specific skills that the employer requires for competency in the Work Experience occupation. An analysis of the trainee's prior work history, transferrable work skills, and the job skills gained must be compared to the job skills/job description the employer requires in the Work Experience occupation. The resulting gap in skills will be the basis for the development of the Work Experience.

There are a number of assessment tools available that may be used to conduct a skills gap analysis and provide adequate documentation of the process used to develop the Training Plan. These include Prove It! <sup>TM</sup>, an Internet-based assessment tool used to determine an individual's level of skills in a particular occupation and to document skill deficiencies, as well as the O\*NET Online website and [www.myskillsmyfuture.org](http://www.myskillsmyfuture.org) which have both been developed by the U.S. Department of Labor.

The Work Experience Trainee Evaluation Form must be used at the conclusion of training to document the mastery of the required skills. Completion of the final skills evaluation section of the form signals the successful completion of the Work Experience.

### **The Work Experience Agreement**

There must be a Work Experience Worksite Agreement between the service provider and the employer that articulates the learning that is to take place, the length of the WORK EXPERIENCE, and the academic and/or occupational competencies to be obtained. **The Worksite Agreement must be completed and signed prior to the start of the Work Experience.** The service provider will use the Lumber River WDB Worksite Agreement developed by WDB staff. Additionally, the service provider must provide documentation that the employer received formal Work Experience training.

The purpose of the worksite agreement is to establish a formal training relationship with a worksite, to specify the responsibilities of each party to the agreement, and to provide a successful, enriching Work Experience for the WIOA participant. A signed original of the Worksite Agreement should be on file at the worksite and the service provider should maintain all Work Experience documents and case notes in NCWorks Online.

The following items are the minimum **required terms and conditions** of a Worksite Agreement:

- 1) Work Experience contracts require that the wages paid to participants is at least the prevailing entry wage for any specific occupation in the community.
- 2) The employer must comply with requirements of the Civil Rights Act with respect to equal opportunity in employment for the Work Experience position, as well as comply with all federal, state, and local laws.
- 3) The Service Provider must carry Workers' Compensation Insurance and make federal and state tax withholdings as required by law, as applicable. In addition, the individual trainee payroll tax records must be maintained and available for review for a minimum period of three years after the end of the training period. (The North Carolina Workers' Compensation Act requires that all businesses that employ three or more employees, including those operating as corporations, sole proprietorships, limited liability companies and partnerships, obtain Workers' Compensation Insurance or qualify as self-insured employers).
- 4) Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws (including but not limited to health and safety laws), and be appropriate and reasonable with regards to the type of work undertaken and the proficiency of the participant.

- 5) The employer must certify that the participant will not displace any regular employee of the employer and that no person was displaced as a result of the relocation of the current business within the previous 120 days of signing the Work Experience Worksite Agreement.
- 6) The Work Experience employer will agree to adhere to the Lumber River Workforce Development Board's grievance process if a complaint arises in connection with the Work Experience participant and/or the training.
- 7) Work Experience participants will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship, or be required to participate in religious activities.
- 8) Participants may not enter a Work Experience position if a member of his/her family is engaged in an administrative capacity with the Work Experience employer, including a person with selection, hiring, placement, or supervision responsibilities for the Work Experience trainee.
- 9) The service provider must certify that neither the employing company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation by any federal department or agency.
- 10) A participant may not be trained under a Work Experience Worksite Agreement at a particular employer if:
  - a) any other individual is on layoff from the same or substantially equivalent job;
  - b) the employer has terminated the employment of any regular, unsubsidized employee, or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIOA participant; or
  - c) the job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.

### **Work Experience Contract Documents**

All Work Experience activities require a contract. No enrollee is allowed to begin participation in these activities until the contract has been completed and approved by the authorized agent. Contract packets must have all pages attached:

LRLA-28ADW-WORK EXPERIENCE (WIOA Adult & DW Work Experience Policy)  
 LRLA-28ADW (WIOA Work Experience Worksite Agreement)  
 LRLA-28ADW-A (Worksite Agreement Training Description/Outline)  
 LRLA-28ADW-WORK EXPERIENCE (WIOA Work Experience Worksite Agreement Change)  
 LRLA-29ADW (Work Experience Worksite Supervisor Orientation)  
 LRLA-30ADW (Work Experience Participant Evaluation Sheet)  
 Work Experience Time Sheet  
 I-9, NC-4, W-4 (use current year forms)  
 New Hire Form  
 LRLA -38 Work Experience Tracking Form (Optional)

If a Work Experience Job Contract has to be cancelled, modified, or terminated, please use the LRLA-28ADW-WORK EXPERIENCE (WIOA Work Experience Worksite Agreement Change)

## **Maximum Contract Hours**

All employment activities that involve a written contract **with the exception** of On-the-Job Training (OJT) should not exceed **520** total contract hours unless otherwise approved by the Local Area Administrator.

A participant placed in a Work Experience must complete a federal and state tax form in addition to the completed top portion of the I-9 form. The WIOA Staff will complete the portion of the I-9, which certifies the documentation presented by the participant.

**A copy of the contract agreement and the Work Experience Policy will be retained in the employer folder. Copies of tax forms and I-9 form & documentation, the Policy and Contract Agreement will be retained in the participant's file. A copy of the agreement will also be provided and maintained at the worksite**

At the time of enrollment into the Work Experience, the WIOA Staff will insure the participant receives a copy of the *Work Experience Pay Schedule* and a copy of the *completed Work Experience Policy*.

- a) It will be the responsibility of the WIOA Staff to submit a copy of the appropriate tax/I-9 forms along with the first timesheet for payment to the contractor's accounting office.
- b) Work Experience participants must be compensated at the same rates, including periodic increases, as trainees, or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills.
- c) Enrollees in Work Experience can be reimbursed up to \$60.00 per week for 3 weeks, not to exceed \$180.00, per LRLA Supportive Services Policy 2017-02. Individuals will only be reimbursed for the miles actually driven at the rate of \$.30/mile between home and training destinations not to exceed 200 miles per week.
- d) The WIOA Staff will contact the participant, at least every two weeks to provide counseling and to monitor the participant's progress and will document the results in the NC Works Online.
- e) The WIOA Staff will be responsible for tracking the participant's time to refrain from exceeding the approved contract hours, as well as, to keep the employer updated on the remaining hours of the participant's contract agreement. This information should be documented in case notes in NCworks Online for tracking. The tracking form is an optional form of tracking this information.
- f) The worksite supervisor will complete a participant evaluation at the following times: 1) at conclusion of first pay period; 2) midpoint of the contract; and 3) final enrollee evaluation at end of the contract. The evaluations are to be submitted to the WIOA Staff upon each completion. Areas of improvement will be discussed with the participant and documented in case management notes.

The contractor will pay the participant upon proper submission and accuracy of the time sheet and any required documentation needed based on the individual contractor's pay

schedule and format. The contractor will be responsible for deducting and reporting any applicable income taxes, garnishments, etc., as well as, providing participants with W-2 Wage and Tax Statements. **Work Experience wages are not Unemployment Insurance eligible.**

Work Experience may be provided with other services, either “concurrently or sequentially, which are designed to increase basic education and/or occupational skills of the participant” or lead to unsubsidized employment. **Work Experience contracts are not allowed to be executed with temporary employment/staffing agencies.**

Time sheets must be completed in ink (no pencil) and signed and dated by the designated worksite supervisor. Time sheets must be signed daily in ink by the participant for each day worked. Work Experience participants will not receive payment if time sheets are not signed by the worksite supervisor and/or the enrollee.

The contractor will provide Workers Compensation insurance for Work Experience Participants.

Staff must consider appropriate work week hours if and/or when a participant is attending school while working. For example, if a participant is attending post-secondary education it would be ideal to limit the number of work hours in order to not interfere with educational attainment. The specific number of hours the participant has been assigned will be indicated on the signed agreement. **No participant may work more than 40 hours in any week.**

Participant work time must be calculated daily to the nearest quarter hour, for example: time in: 11:45 & time out: 3:00 would equal 3.25 hours. Timesheets are to be legible with no mark-thru and white out.

A copy of the Work Experience Description will be given to the participant.





**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
**Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)**  
**Workforce Innovation and Opportunity Act (WIOA)**

**WIOA Adult & Dislocated Worker Work Experience Policy**

Work Experience Jobs are time-limited work experiences that are subsidized for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history. These jobs may be in the public, private, or non-profit sectors.

1. Work experience and is an Individualized Career Service in the WIOA Adult and Dislocated Worker Programs. In order to be considered for Work Experience placement, participants must meet program eligibility guidelines and adhere to Section 134(c)(3)(E) of WIOA which establishes a priority of service requirement respect to funds allocated to a local area for adult employment and training activities. Please reference LRLA Priority of Service Policy 2017-06 for established LRWDB policy.
2. The Individual Employment Plan (IEP) must document the necessity for work related activity placement. Total contract hours will not exceed 520 hours unless otherwise approved by the WD Administrator.
3. A participant in paid work related activities must complete a federal and state tax form in addition to the completed top portion of the I-9 form. The WIOA contractor Staff will complete the portion of the I-9 which certifies the documentation presented by the enrollee.
  - a) A copy of the completed Worksite Agreement and the Policy will be retained in the employer's folder. The original tax forms and I-9 form, the Policy and Worksite Agreement will be retained in the enrollee's file.
  - b) At the time of placement, the WIOA Contractor Staff will insure the enrollee receives a copy of the Contractor's Pay Schedule.
  - c) It will be the responsibility of the WIOA Contractor Staff to submit a copy of the appropriate tax/I-9 forms along with the first timesheet for payment to their finance department.
  - d) Paid work related activity enrollees will receive \$ \_\_\_\_\_ per hour.
  - e) Participants in Work Experiences can be reimbursed \$.30/mile for actual miles driven for a maximum mileage amount not to exceed 200 miles per week for up to 3 weeks travel to and from the worksite, per LRLA Supportive Services Policy 2019-02.
  - f) The WIOA Contractor Staff will contact the enrollee at least every two weeks to provide counseling and to monitor the enrollee's progress and will document the results in the NCWorks Online enrollee record.
  - g) The WIOA Contractor Staff will be responsible for tracking the enrollee's timesheet to refrain from exceeding the approved contract hours, as well as to keep the employer updated on the remaining hours of the enrollee's contract agreement.
4. The WIOA Contractor Staff will pay the enrollee upon proper submission of the timesheet based on the individual contractor's pay schedule. Checks will be forwarded to the enrollees per the contractor's distribution procedures. The WIOA Contractor Staff will be responsible for deducting and reporting any applicable income taxes as well as providing participants with W-2 Wage and Tax Statements.
5. Work related activities may be provided with other services either "concurrently or sequentially which are designed to increase basic education and/or occupational skills of the enrollee" or lead to unsubsidized employment.
6. Timesheets must be signed in ink each day worked by the enrollee. Timesheets will then be completed in ink and signed and dated by the designated worksite supervisor.
7. Work related activity participants will not receive payment if timesheets are not signed by the worksite supervisor and/or the enrollee.
8. The WIOA Contractor must provide Workers Compensation insurance for work related activity enrollees.
9. Staff must consider appropriate work week hours if and/or when a participant is attending school while working. Overtime is not allowed
10. A copy of the Work Related Activity job description will be given to the participant.
11. Work Related Activity wages are **Not** Unemployment Insurance (UI) eligible.

I have read and understand the above Work Related Activities Policy as outlined.

Enrollee Signature \_\_\_\_\_

WIOA Contractor Staff Signature/Date \_\_\_\_\_



**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
*Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)*  
*Workforce Innovation and Opportunity Act (WIOA)*

**WIOA ENTRY EMPLOYMENT WORKSITE AGREEMENT**

\_\_\_\_\_ Work Experience (520 Hours Max unless otherwise approved by WD Administrator)

EMPLOYER: \_\_\_\_\_

PARTICIPANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Last four Social Security #: \_\_\_\_\_

EMPLOYER TELEPHONE NUMBER: \_\_\_\_\_

\_\_\_\_\_ enters into this AGREEMENT with the above named employer.

\_\_\_\_\_ AGREES TO:

- Assign the job slot to the employer in keeping with the employer's request.
- Provide the worksite supervisor(s) with orientation and a supply of bi-weekly time sheets.
- Maintain contact with worksite to help resolve participant/employer related problems.
- Monitor worksite on a scheduled basis.
- Pick up time sheets according to agency pay schedule; compensate the enrollee at \$ \_\_\_\_\_ per hour (less deductions for FICA, Federal & State taxes) of participation.
- Provide worker's compensation insurance for the participant. Unemployment insurance not provided.

**THE EMPLOYER AGREES TO:**

- Assign supervisor(s) that have: a knowledge of the tasks assigned to enrollee(s), a knowledge of objectives of the entry employment program, and the ability to work with and be sensitive to the needs of the enrollee.
- Provide an entry employment position for a WIOA participant.
- Provide sufficient work, equipment, materials and/or tools to assure full utilization of enrollees' time, and to work the enrollee no more than \_\_\_\_\_ hours weekly, not to exceed a maximum of \_\_\_\_\_ hours in an entry employment position.
- Assign minors to work which is not considered hazardous in keeping with guidelines of the Fair Labor Standards Act pertaining to Child Labor Laws.
- Provide an evaluation of each enrollee using either an LRLA-30 Enrollee Evaluation form or company form.
- Transition the enrollee into unsubsidized employment at the end of the Agreement period, if possible.
- Account responsibly for the enrollee's time and attendance, using time sheets provided by the WIOA staff, and approve the time an enrollee is actually on the job.
- Employ the enrollee in activities that will not displace existing workers, impair existing contracts for services or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed and provide assurances of equal employment opportunities in compliance with the Civil Rights Act of 1964 and the Americans with Disabilities Act.

**AND THE EMPLOYER AGREE THAT:**

- The Employer has the right to select the enrollee from eligible participants referred by \_\_\_\_\_ and to recommend suspension or that the participant be transferred from the worksite for cause or misconduct. Prior to separating an enrollee the Employer will seek \_\_\_\_\_ assistance in resolving employer/enrollee problem(s).
- The enrollee, not being fully utilized or appropriately supervised, may be transferred by \_\_\_\_\_ to other employment.

The Agreement is duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
WIOA Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Site



***LUMBER RIVER WORKFORCE DEVELOPMENT BOARD***  
*Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)*

**WORKSITE AGREEMENT TRAINING DESCRIPTION/OUTLINE**

(USE SEPARATE SHEET FOR EACH OCCUPATION)

OCCUPATION TITLE:

SOC/ONET CODE:

Description of job as it exists at your worksite (be detailed):

BASED ON THE ABOVE DESCRIPTION, ENTER A LIST OF BASIC JOB DUTIES IN WHICH TRAINING WILL BE GIVEN AND SHOW ESTIMATED TRAINING HOURS FOR EACH:

TRAINING OUTLINE

NUMBER OF  
TRAINING HOURS

TOTAL TRAINING HOURS: \_

NAME OF TRAINER/SUPERVISOR: \_\_\_\_\_

METHOD OF MEASURING TRAINING ACHIEVEMENT \_\_\_\_\_

**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD***Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)***Adult & Dislocated Worker Program****WORKSITE SUPERVISOR ORIENTATION****Explanation of WIOA**

- ☐ **Work experience is an Individualized Career Service in the WIOA Adult and Dislocated Worker Programs. In order to be considered for Work Experience placement, participants must meet program eligibility guidelines and adhere to Section 134(c)(3)(E) of WIOA which establishes a priority of service requirement respect to funds allocated to a local area for adult employment and training activities. Please reference LRLA Priority of Service Policy 2017-06 for established LRWDB policy.**
- ☐ **Hours of work for trainee(s)**
- ☐ **Conditions under which participants may be terminated from training/WIOA and appropriate procedures**
- ☐ **Pay procedures**
- ☐ **Grievance procedures**
- ☐ **Monitoring**
- ☐ **Counseling visits**
- ☐ **Hatch Act**
- ☐ **EEO**
- ☐ **Rights, benefits, and responsibilities of trainee(s)**
- ☐ **Child labor laws**
- ☐ **Role of worksite supervisor: The success of the program depends upon communication between the supervisor and the trainee(s) with supervision provided at all times. WIOA staff will serve as a liaison to foster a positive employee/employer relationship.**

NAME\_\_\_\_\_

DATE\_\_\_\_\_

SIGNATURE\_\_\_\_\_

NAME\_\_\_\_\_

DATE\_\_\_\_\_

SIGNATURE\_\_\_\_\_

NAME\_\_\_\_\_

DATE\_\_\_\_\_

SIGNATURE\_\_\_\_\_

WIOA STAFF SIGNATURE\_\_\_\_\_

\*\*The above signatures indicate that the topics listed above have been reviewed with Supervisor(s).



**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
*Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)*

**ENROLLEE EVALUATION SHEET**

Name: \_\_\_\_\_ Job Title: \_\_\_\_\_ Activity: \_\_\_\_\_

**RATINGS:**      **Good**      **Satisfactory**      **Needs Improvement**      **Unsatisfactory**

EVALUATE ITEMS AT LEAST TWICE DURING PARTICIPATION (First – after 2 <sup>nd</sup> week; Final – at the end of the contract)	1 <sup>st</sup>	FINAL	Comments
1. <b>Acceptance of responsibility:</b> performs work assignments without close supervision.			
2. <b>Initiative:</b> Eager to learn; self-starter; interested in working.			
3. <b>Relationships with other employees:</b> Exercises tact, courtesy, and cooperativeness.			
4. <b>Dependability:</b> Gets to work on time; regular in attendance.			
5. <b>Personal Appearance:</b> Grooming, dress and hygiene appropriate for the job.			
6.. <b>Attitude:</b> Accepts supervision and exhibits mature behaviors.			
7. <b>Quality of Work:</b> Output consistently at or above accepted standards of quality.			
8. <b>Quantity of Work:</b> Consistently meets standards established for quantity.			
9. <b>Skills Development:</b> Has acquired and uses skills effectively.			

**Attendance Record**

1. Total hours worked during rating period.			
2. Hours absent when work was available.			
3. Number of times enrollee was late for work.			

**Supervisor/Enrollee Certification**

I have discussed this with the enrollee. (Supervisor's Initials)			
This rating has been discussed with me. (Enrollee's Initials)			

**First Evaluation**

Evaluator \_\_\_\_\_  
Signature of Evaluator \_\_\_\_\_  
Date of Evaluation \_\_\_\_\_

**Final Evaluation**

Evaluator \_\_\_\_\_  
Signature of Evaluator \_\_\_\_\_  
Date of Evaluation \_\_\_\_\_



**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
*Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)*

Change # \_\_\_\_\_

**WIOA EMPLOYMENT WORKSITE AGREEMENT CHANGE FORM**

**WORKSITE**

**EMPLOYER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**PARTICIPANT:** \_\_\_\_\_

**Last four Social Security #:** \_\_\_\_\_

**Date of Initial Agreement:** \_\_\_\_\_

**WIOA Staff:** \_\_\_\_\_

The above named "Worksite Employer" and \_\_\_\_\_ do herein agree that the above named WIOA Worksite Agreement as referenced by participant and initial agreement date, shall be changed as specified herein.

The general intent of this Change is to:

NOW, THEREFORE, the parties hereto agree as follows:

The Worksite employer hereby unconditionally waives any claim against the \_\_\_\_\_ by the reason of the change of the above worksite agreement and releases it from any and all obligations arising thereunder or by reason of its Change.

The worksite employer and the \_\_\_\_\_ mutually agree to abide by the terms and conditions specified herein and do hereby execute this change in keeping with our respective authority.

\_\_\_\_\_  
**Employer Representative Signature**

\_\_\_\_\_  
**WIOA Representative Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Date Signed**

**LRLA-38 (07/2017)**SSN: XXX-XX-**TERMINATION DATE:** \_\_\_\_\_[illegible]



**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)

LRLA(07/2019)

**PROGRAM YEAR:** \_\_\_\_\_ **SUMMER EMPLOYMENT** \_\_\_\_\_ **WORK EXPERIENCE** \_\_\_\_\_ **INTERNSHIP** \_\_\_\_\_

ENROLLEE NAME: \_\_\_\_\_

LAST FOUR SOCIAL SECURITY NUMBER: \_\_\_\_\_

PROJECT FUND: \_\_\_\_\_

CONTRACTOR/LOCATION: \_\_\_\_\_

JOB TRAINING SITE: \_\_\_\_\_

**NOTE: ROUND TIME TO THE NEAREST QUARTER HOUR  
(E.G. 5.25 HOURS, 3.5 HOURS, 4.75 HOURS, ETC.)**

DAY	DATE	IN	OUT	IN	OUT	HRS WKD	ENROLLEE SIGNATURE (sign daily in ink)
SUNDAY							
MONDAY							
TUESDAY							
WEDNESDAY							
THURSDAY							
FRIDAY							
SATURDAY							

**TOTAL HOURS WORKED FIRST WEEK OF PAY PERIOD** \_\_\_\_\_

DAY	DATE	IN	OUT	IN	OUT	HRS WKD	ENROLLEE SIGNATURE (sign daily in ink)
SUNDAY							
MONDAY							
TUESDAY							
WEDNESDAY							
THURSDAY							
FRIDAY							
SATURDAY							

**TOTAL HOURS WORKED SECOND WEEK OF PAY PERIOD** \_\_\_\_\_

**TOTAL HOURS WORKED BOTH WEEKS** \_\_\_\_\_ **TIMES \$** \_\_\_\_\_ **PER HOUR EQUALS \$** \_\_\_\_\_

**EMPLOYEE NUMBER:** \_\_\_\_\_

**ACCOUNT CODE:** \_\_\_\_\_

I CERTIFY THE ABOVE ENTRIES ARE ACCURATE REPRESENTATIONS OF THE ENROLLEE'S WORK DURING THE PAY PERIOD.

WORKSITE SUPERVISOR'S SIGNATURE \_\_\_\_\_

WORKSITE SUPERVISOR'S TITLE \_\_\_\_\_

DATE \_\_\_\_\_

I HAVE REVIEWED THIS TIME SHEET AND CERTIFY THAT THE HOURS WORKED APPEAR REASONABLE.

WIOA PROGRAM SPECIALIST \_\_\_\_\_

CONTRACTOR AGENCY REPRESENTATIVE \_\_\_\_\_

DATE \_\_\_\_\_





# LUMBER RIVER WORKFORCE DEVELOPMENT BOARD

E<sup>3</sup> Economic Development ☆ Education ☆ Employment

30 CJ Walker Road •Pembroke, North Carolina 28372

Telephone (910) 618-5533 • Fax (910) 521-7576

Website: [www.lumberrivercog.org](http://www.lumberrivercog.org)

## LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM LRLA WIOA ELIGIBLE TRAINING PROVIDER POLICY 2019-24 July 1, 2020

<b>SUBJECT:</b>	Workforce Innovation and Opportunity Act (WIOA) Eligible Training Policy
<b>PURPOSE:</b>	To provide eligibility criteria for training providers and procedures for implementing Eligible Training Provider (ETP) requirements in the Workforce Innovation and Opportunity Act (WIOA) of 2014. These guidelines are applicable to providers of occupational skills training services for adults, dislocated workers, and other populations as defined by WIOA Title I-B.
<b>BACKGROUND:</b>	WIOA seeks to promote a training environment that fosters customer choice, performance accountability and continuous improvement in the attainment of skills, credentials, certificates, and diplomas that lead to employment in occupations in demand in the local economy. Such an environment will enhance quality of life for customers. WIOA sets forth the requirements and general processes by which training providers and programs can be included on the state Eligible Training Provider List (ETPL) by validating that all listed providers and their programs meet minimum state standards.
<b>ACTION:</b>	Effective immediately, Lumber River Workforce Development Board (LRWDB) staff, Contractor Staff and NCWorks Career Center Staff should utilize the attached guidelines in the review and approval of training providers and their programs of study.
<b>EFFECTIVE DATE:</b>	Immediately
<b>EXPIRATION DATE:</b>	Indefinite
<b>CONTACT:</b>	Any questions regarding this Policy should be directed to Patricia Hammonds, Administrator, Workforce Development Division at (910) 775-9764.
<b>DISTRIBUTION:</b>	All Lumber River Local Area Service Providers and Lumber River Workforce Development Division Staff

Patricia Hammonds

Patricia Hammonds, Administrator  
Workforce Development Division



Bladen County • Hoke County • Richmond County

Robeson County • Scotland County

Lumber River Council of Governments • Workforce Development Division  
Equal Opportunity Employer/Program

**Attachments:**

Eligible Training Provider Guidelines

WIOA Certification Form for Out-of State Training Providers

# **Lumber River Workforce Development Board**

## **Workforce Innovation and Opportunity Act**

### **Eligible Training Provider (ETP) Guidelines**

## General Information

The workforce development system, established under the Workforce Innovation and Opportunity Act (WIOA), emphasizes informed customer choice, job-driven training, provider performance, and continuous improvement. The selection of legitimate training providers and quality training programs is vital to achieving these core principles.

Policy Statement 21-2015, issued by the NC Department of Commerce, Division of Workforce Solutions (DWS) states: *Local Area Workforce Development Boards (WDBs) are to conduct a review of current eligible providers on a biennial basis (every two years) in their respective areas to assure that significant numbers of competent providers, offering a wide variety of training programs and occupational choices, are available to customers. Local WDBs must also take into account performance accountability measures as identified in WIOA Section 122(b) (1) (A-J). At their discretion, the Lumber River WDB may impose stricter performance outcome measures on providers. The Lumber River WDB will also ensure that service delivery staff understands the WIOA principles regarding customer choice and assist customers in making informed career decisions.*

Training and Employment Guidance Letter (TEGL) 03-2018 issued by the United States Department of Labor (USDOL) provides guidance on performance reporting on Eligible Training Providers (ETPs). It states: *States must collect and report performance information on all individuals and WIOA Title I Core Program participants (of Adult, Dislocated Worker, and Youth Programs) served by each program on the state list of Eligible Training Providers (ETP List). The requirements for ETP reporting can be found in WIOA section 116(d)(4) and 116(d)(6)(B) and in the WIOA Joint & Department of Labor Only Final Rules at 20 CFR 677.230 and 20 CFR 680.490.* North Carolina is charged with ensuring that data elements related to the initial application, continued eligibility and performance information regarding approved training providers and programs are entered into the supported state system, NCWorks Online ([www.NCWorks.gov](http://www.NCWorks.gov)).

Although, North Carolina has requested and received a waiver from USDOL for Program Year 2018 and Program Year 2019 and will only have to report performance information on individuals that are enrolled in WIOA Title I programs rather than all enrollees, training providers should be prepared to submit all required performance information beginning July 1, 2020 on all enrollees.

Training providers are initially approved to be on the state ETPL and are certified individually by each WDB to be a provider in each respective region. Hence, a training provider may be approved to be on the state ETPL, but the LRWDB may choose to not certify that provider or some of its training programs for its particular region.

This guidance addresses the process for establishing initial criteria for approving Eligible Training Providers for the state Eligible Training Provider List and the process for providing Lumber River WDB certification of providers and programs. (Providers eligible for the ETPL under Workforce Investment Act (WIA) previously remained eligible to stay on the list through September 30, 2016. These providers are subject to the continued eligibility procedures under WIOA, in order to continue as an ETP.

## Definitions

1. **Eligible Training Provider (ETP)** is a provider of training services who has met the eligibility requirements to receive WIOA Title I-B Adult, Dislocated Worker, and Youth funds to provide training services to eligible individuals.
2. **Eligible Training Provider List (ETPL)** is North Carolina's *statewide* list of approved providers of training services who are eligible to receive WIOA Title I-B funds. **Note:** having a program on this list simply means basic WIOA criteria for eligibility has been met. It ***DOES NOT*** mean that the program will be certified at the Lumber River WDB level and made available to WIOA customers in the Lumber River WDB local area. This list is displayed and maintained in NCWorks Online.
3. **Board Certified Training Providers (BCTP)** are approved training providers on the ETPL that the Lumber River Workforce Development Board have certified to provide training services in their respective regions. This list includes the individual training programs that are available to the Lumber River WDB customers. **Note:** The LRWDB will maintain a list of training providers that have been certified to provide training services for its specific region. Certification in one region does not guarantee certification in another region. This list is displayed and maintained in NCWorks Online.
4. **Program of Training Services** is defined as one or more courses or classes, or a structured regimen that leads to one of the following:
  - A recognized post-secondary credential, secondary school diploma or its equivalent
  - Employment
  - Measurable skill gains toward such a credential or employment
5. **In-demand** refers to occupations, industry sectors or clusters, or career pathways that have been identified in the state, regional, and/or Lumber River local area workforce development plan as emerging, growing, a priority for Lumber River local area workforce partners, or otherwise having the best job prospects due to the workforce needs or hiring demands of employers.
6. **Informed Customer Choice** refers to the knowledge of the choices available to job seekers necessary for them to make sound career decisions. NCWorks Career Center staff will provide access to the following: skills assessment tools, career planning resources, updated labor market information identifying industry sectors and occupational clusters that are high-growth, high-demand, projecting skills shortages, and/or vital to the regional economy, and access to the ETPL through the NC Works Online system ([www.NCWorks.gov](http://www.NCWorks.gov)), to ensure that job seekers are able to make an informed customer choice and are prepared with the skills needed to fill hiring opportunities in in-demand sectors and career pathways in high wage occupations. The NCWorks Online system provides relevant information on available training programs, including performance and cost.

## Eligible Training Provider List (ETPL)

Training providers must be on the NC ETPL in order to be considered for WIOA Title I-B funds.

A program of training services is defined, under WIOA, as one or more courses or classes, or a structured regimen that leads to a recognized post-secondary credential, secondary school diploma or its equivalent, employment, or measurable skill gains toward such a credential or employment. These training services may be delivered in person, online, or in a blended approach.

## Eligible Training Provider (ETP)

Eligible training providers (ETPs) include:

- Post-secondary education institutions;
- Registered Apprenticeship programs<sup>1</sup>;
- Other public or private providers of training, which may include joint labor-management organizations and eligible providers of adult education and literacy activities under Title II, if such activities are provided in combination with occupational skills training;
- Local Boards that meet the condition set forth in WIOA Sec. 107(g)(1); and
- Community Based Organizations (CBOs) or private organizations of demonstrated effectiveness that provide training under contract with the Lumber River Workforce Development Board (LRWDB).

All eligible training providers are subject to the equal opportunity and nondiscrimination requirements set forth in WIOA Section 188.

## Eligible Training Provider List Exemptions

Certain training providers are not subject to the requirements of the ETP provisions, as set forth in WIOA Title I-B Section 122, because they are exempt from ETP requirements. However, it is required that the training provider's basic information be entered in NCWorks Online.

Training services exempt from the ETP eligibility requirements include:

- ***On-The-Job Training (OJT)*** - Training by an employer that is provided to a paid participant while engaged in productive work in a job that provides knowledge and skills essential to the full and adequate performance of the job and is made available through an OJT program;
- ***Customized Training - Training:***
  - That is designed to meet the specific requirements of an employer (including a group of employers);
  - That is conducted with a commitment by the employer to employ an individual upon successful completion of the training; and,
  - For which the employer:
    - Pays a significant portion of the cost of training, as determined by the Lumber River Workforce Development Board, taking into account the size of the employer and such other factors as the Lumber River WDB

determines to be appropriate, which may include the number of employees participating in training, wage and benefit levels of those employees (at present and anticipated upon completion of the training), relation of the training to the competitiveness of a participant, and other employer-provided training and advancement opportunities; and,

- In the case of customized training involving an employer located in multiple local areas in the State, a significant portion of the training cost, as determined by the Governor, takes into account the size of the employer and other factors as the Governor determines to be appropriate.
- ***Incumbent Worker Training*** - Training designed to assist workers in obtaining the skills necessary to retain employment or avert layoff;
- ***Transitional Jobs*** - Time-limited work experiences which are to be combined with comprehensive employment and supportive services and are to be designed to help individuals establish a work history, demonstrate success in the workplace, and develop the skills that lead to entry into and retention of unsubsidized employment;
- ***Internships and Work Experience*** - Planned, structured learning experience that takes place in a workplace for a limited period of time. Work experience may be paid or unpaid, as appropriate. An internship or work experience may be arranged within the private for profit sector, the non-profit sector, or the public sector.
- Instances where the Lumber River WDB provides training services through a pay-for-performance contract; or,
- When circumstances described at WIOA Section 134(c)(3)(G)(ii) occur and the Lumber River WDB determines that:
  - there are insufficient providers; or,
  - there is a training services program with demonstrated effectiveness offered in the Lumber River local area by a community-based organization or other private organization to serve individuals with barriers to employment; or
  - it would be most appropriate to award a contract to an institution of higher education or other eligible provider of training services in order to facilitate the training of multiple individuals in in-demand industry sectors or occupations, and such contract does not limit customer choice.

## **Initial Eligibility for In State Providers**

Training provider approval and certification is a two-step process. The first step includes approval to be on the state ETPL. The second step is the designation as a Board Certified Training Provider by the Lumber River WDB. The Lumber River WDB has the responsibility of assisting training providers with both of these steps.

Training providers seeking initial approval to be on the state ETPL must submit their basic information via NCWorks Online in order for the WDB in that particular region to review. When granted, ETPL designation shall remain in effect on a provisional basis for one year. To remain on the ETPL after the first year, providers must submit required information, including a minimum of one year performance criteria for new training providers that have been operating for less than two years and two years of performance criteria for training provider that have been operating for more than two years.

Once ETP approval is granted, the approval process will be required each year in order for the provider to remain on the ETPL. Although training providers are approved to be included on the state ETPL, they must be certified by each individual WDB in order to provide training services in the individual WDB regions across North Carolina.

The NC Department of Commerce's Division of Workforce Solutions, in partnership with the local Boards, must identify programs for inclusion on the ETPL to ensure there are sufficient numbers and types of providers serving the Lumber River local area in a manner that maximizes customer choice.

To apply for inclusion on the ETPL, training providers must follow the process outlined in the steps listed below.

### **Step 1: Initial State ETPL Application**

Training providers must first complete their registration in NCWorks Online prior to inclusion as an eligible training provider on the State ETPL. Each question in NCWorks Online must be answered correctly and completely by the Training Provider. NCWorks Online, by internal messaging or email, will notify the Lumber River WDB. It will be the Lumber River WDB's responsibility to determine if the Training Provider is a legitimate *State Eligible Training Provider* by requiring the following basic proofs:

- College's or Company's Accreditations (national or state)
- Legitimacy of the College or Company (must include the Provider's NCID# or FEIN#)
- Most recent financial audit or financial statements for the prior 6 months
- Agreement for a drug free workplace
- General Liability Insurance

If any training provider submits a request to the Lumber River WDB for approval to be added to the state ETPL, and provides the required documents, the Lumber River WDB must review and make a determination on the state ETPL eligibility status. The Lumber River WDB shall select one of the following profile statuses for each training provider seeking approval: Active; Inactive; or Pending. If the provider is issued a status of "Active", they will be notified via



NCWorks Online that it is now allowed to enter/submit training “programs” for review in the requested Lumber River local area. The Lumber River WDB will notify the provider of its status, in writing, within 30 calendar days of the receipt of all documents.

*Note: Approving public and private training providers who meet the ETP criteria is essential to providing trainees with “customer choice”.*

Providers and training programs that do not meet the above conditions are ineligible for inclusion on the State ETPL and must be notified of the reason that they do not qualify to be added to the ETPL. Site visits and monitoring of the training provider sites/programs are at the Lumber River WDBs’ discretion.

Additionally, the training program should be in a career field that is “in demand” in the Lumber River local area. This insures that the trainee has a more significant chance of gaining employment when training is complete. The Lumber River WDB is required to have a Lumber River local area or Regional Occupations in Demand (OID) List and are required to update it annually with changes in their Labor Market Demand.

## **Step 2: Training Program Approval (WDB Certification)**

Once providers are activated in NCWorks Online as approved state training providers on the ETPL, each provider must be certified by the Lumber River WDB in order to be considered a Board Certified Training Provider (BCTP) that can receive WIOA funding and provide training services in the region. In addition, each of the training provider’s “programs” must be evaluated for approval. In order to do this, the provider must have completed program descriptions in NCWorks Online for each program that it is seeking approval for. *It is up to the Lumber River WDB’s discretion to issue any additional application/ questionnaire/screening document(s), to be completed by the training provider, at this point.*

The training provider must provide proof of the following:

- List of partnerships with specific local area employers (*optional*)
- Proof that the training program has been in existence for one year, is preferred.

**Types of Acceptable Credentials:** The following are acceptable types of credentials that count toward the credential attainment indicator:

- Secondary School diploma or recognized equivalent
- Associate’s degree
- Bachelor’s degree
- Graduate degree for purposes of the Vocational Rehabilitation program
- Occupational licensure
- Occupational certificate, including Registered Apprenticeship and Career and Technical Education educational certificates
- Occupational certification
- Other recognized certificates of industry/occupational skills completion sufficient to qualify for entry-level or advancement in employment.

The Lumber River WDB will review and either *approve* or *deny* the provider's programs for the Lumber River WDB based on the Lumber River WDB's criteria. Program approvals for BCTPs are completed by the Lumber River WDB switching the program "on" (under the provider certification section in NCWorks Online – click the LWIA button). Approval notifications are sent by the method in which the training provider selected (NCWorks Online internal messaging or email) when initially registering in NCWorks Online.

If all application steps are completed correctly, and the Lumber River WDB approves, the program shall be designated as a BCTP within thirty days of application approval. If the Lumber River WDB has required additional forms to be completed, these forms must be submitted prior to certification as a BCTP.

Training providers have the option to either submit the application documents electronically to the Lumber River WDB or by mail to the following:

**Lumber River Workforce Development Board  
30 CJ Walker Road  
Pembroke, NC 28372  
Attn: Eligible Training Provider Review**

### **Continued Eligibility for In State Providers**

Effective September 30, 2016, under WIOA, training providers that were already approved under Workforce Investment Act (WIA) guidelines had to recertify in order to remain on the ETPL. Providers were required to complete a new application and follow the Initial Eligibility process. Providers also had to update all costs and any performance information for each program that they were seeking approval. The collection of specific performance information was now required. After continued ETPL approval was granted, programs' certification would remain in effect for two years. To remain on the ETPL after the second year, providers would then have to recertify for continued eligibility and provide all required performance data for WIOA students in each of their approved programs.

All active training providers, currently on the state ETPL (as of the date the ETP Policy is issued by the state), will be notified by the Lumber River WDB regarding performance accountability requirements. These performance accountability requirements will require that all active training providers on the ETPL must provide the performance data on their WIOA participants, in order for their programs to remain on the ETPL. If a provider fails to meet performance requirements on WIOA participants, they may lose eligibility for that program in the Lumber River local area. Program recertification will be completed in the Lumber River local area. All applicable appeal processes still apply.

North Carolina currently has a waiver from USDOL for Program Year 2018 and Program Year 2019, and will only have to report performance information on those individuals that are enrolled in WIOA Title I programs. However, if this waiver is not renewed or if USDOL does not change performance accountability requirements, in Program Year 2020, which begins July 1, 2020, all approved training providers on the ETPL will be required to provide performance data on **all** training participants, even if they are not enrolled in WIOA Title I programs.

For Program Years 2018 and 2019, performance information reported to USDOL will be extracted from NCWorks Online ([www.ncworks.gov](http://www.ncworks.gov)). Training providers will not have to submit any additional information to the Lumber River WDB, unless the Lumber River WDB chooses to have additional eligibility criteria or are unsatisfied with performance data reviewed. It is important for training providers to review the program information that has been entered in NCWorks Online to ensure it is accurate and up to date.

## Initial Eligibility for Out-of-State Providers

Out-of-State training providers may be considered at a *jobseeker's request*.

Training provider approval and certification is a two-step process. The first step includes approval to be on the state ETPL. The second step is the designation as a BCTP by the Lumber River WDBs in their respective regions. The Lumber River WDB has the responsibility of assisting training providers with both of these steps. The Lumber River WDB initiates approval or denial to the state ETPL and also determines whether or not a training provider and its programs will be certified in the Lumber River local area region.

Out-of-State training providers seeking initial ETP designation must submit their basic information to be considered for initial eligibility. When granted, initial ETPL approval shall remain in effect for one year. To remain on the ETPL after the first year, providers must apply for recertification of eligibility.

One of the requirements for inclusion on the state Eligible Training Provider List for Occupational Training for Out-Of-State providers is verification of qualifications from authorized officials of the provider's home state. **Attachment B** must be signed by one of the authorized representatives in the provider's home state who is responsible for coordinating and managing the provider's home state WIOA Eligible Training Provider List. This signed form must be submitted to the Lumber River WDB.

If training is conducted in multiple states, then the certification form must be completed and signed by the appropriate official in each state where training is conducted. The certification form attests that the training provider:

- is approved by the higher education authority in the home state;
- is on the home state's WIOA training provider list;
- publishes verifiable consumer data, available to the general public.

### Step 1: Initial State ETPL Application

Training providers must first complete their registration in NCWorks Online prior to inclusion as an eligible training provider on the State ETPL. Each question in NCWorks Online must be answered correctly and completely by the Training Provider. NCWorks Online, by internal messaging or email, will notify the Lumber River WDB. It will be the Lumber River WDB's responsibility to determine if the Training Provider is a legitimate *State Eligible Provider* by requiring the following basic proofs:

- College's or Company's Accreditations (national or state)
- Legitimacy of the College or Company (must include the Provider's NCID# or FEIN#)
- Most recent financial audit or financial statements for the prior 6 months
- Agreement for a drug free workplace
- General Liability Insurance

If any training provider submits a request to the Lumber River WDB for approval to be added to the State ETPL, and provides the required documents, the Lumber River WDB must review and make a determination on the state ETPL eligibility status. The Lumber River WDB shall select one of the following profile statuses for each training provider seeking approval: Active; Inactive; or Pending. If the provider is issued a status of “Active”, it will be notified via NCWorks Online that it is now allowed to enter/submit training “programs” for review in the requested WDB region. The Lumber River WDB must notify the provider of its status, in writing, within 30 calendar days of the receipt of all documents.

*Note: Approving public & private training providers, who meet the ETP criteria, is essential to supplying trainees with “customer choice”.*

Providers and training programs that do not meet the above conditions are ineligible for inclusion on the State ETPL and must be notified of the reason that they do not qualify to be added to the ETPL. Site visits and monitoring of the training provider sites/programs are at the Lumber River WDB’s discretion.

Additionally, the training program should be in a career field that is “in demand” in the Lumber River local area region. This insures that the trainee has a more significant chance of gaining employment when training is complete. The Lumber River WDBs will have a Lumber River local area or Regional OID List and are required to update it annually with changes in their Labor Market Demand.

## **Step 2: Training Program Approval (WDB Certification)**

Once providers are activated in NCWorks Online as legitimate state training providers on the ETPL, each provider must be certified by the LRWDB in order to be considered a BCTP that can receive WIOA funding and provide training services in the region. In addition, each one of the training provider’s “programs” must be evaluated for approval. In order to do this, the provider must have completed program descriptions in NCWorks Online for each program that it is seeking approval for. *It is up to each Lumber River WDB’s discretion to issue any additional application/questionnaire/screening document(s), to be completed by the training provider, at this point.*

The training provider must provide proof of the following:

- List of partnerships with specific Lumber River local area employers
- Proof that the training program has been in existence for one year, is preferred.
- Proof that the program is publicly listed online.
- Leads to an occupational skill resulting in a national and/or industry recognized credential identified by the Lumber River local area as being in high demand

**Types of Acceptable Credentials:** The following are acceptable types of credentials that count toward the credential attainment indicator:

- Secondary School diploma or recognized equivalent
- Associate’s degree
- Bachelor’s degree
- Graduate degree for purposes of the VR program

- Occupational licensure
- Occupational certificate, including Registered Apprenticeship and Career and Technical Education educational certificates
- Occupational certification
- Other recognized certificates of industry/occupational skills completion sufficient to qualify for entry-level or advancement in employment.

The Lumber River WDB will review and either *approve* or *deny* the provider's programs for the Lumber River local area based on the Lumber River local area's criteria. Program approvals for BCTP are completed by the Lumber River WDB by switching the program "on" (under the provider certification section in NCWorks Online – click the LWIA button). Approval notifications are sent by the method in which the training provider selected (NCWorks Online internal messaging or email) when initially registering in NCWorks Online.

If all application steps are completed correctly, and the Lumber River WDB approves, the program shall be designated as a BCTP within thirty days of application approval. If the Lumber River WDB has required additional forms to be completed, these forms must be submitted prior to certification as a BCTP.

Prior to initial program certification, the Lumber River WDB will review any existing performance data that the new training providers have, to include: enrollment numbers, completion rates, credential attainment, employment obtainment, and whether or not the trainees obtained employment in their fields of study, also *IF the training provider has previously been on the ETPL and had enrollments in their approved training program(s)*. If the training provider has not previously been on the ETPL, performance records will not be required until 12 months after the training program has been approved.

Training providers have the option to either submit the application documents electronically to the Lumber River WDB at [pth@lrcog.org](mailto:pth@lrcog.org) or by mail to the following:

**Lumber River Workforce Development Board  
30 CJ Walker Road  
Pembroke, NC 28372  
Attn: Eligible Training Provider Review**

### **Continued Eligibility for Out of State Providers**

Effective September 30, 2016, under WIOA, training providers that were already approved under Workforce Investment Act (WIA) guidelines had to recertify in order to remain on the ETPL. Providers were required to complete a new application and follow the Initial Eligibility process. Providers also had to update all costs and any performance information for each program that they were seeking approval. The collection of specific performance information was now required. After continued ETPL approval was granted, programs' certification would remain in effect for two years. To remain on the ETPL after the second year, providers would then have to recertify for continued eligibility and provide all required performance data for WIOA students in each of their approved programs.

All active training providers, currently on the ETPL (as of the date the ETP Policy is issued by the state), will be notified by the Lumber River WDB regarding performance accountability requirements. These performance accountability requirements will require that all active training providers on the ETPL must provide the performance data on their WIOA participants, in order for their programs to remain on the ETPL. If a provider fails to meet performance requirements on WIOA participants, they may lose eligibility for that program in ALL the Lumber River local area. Program recertification will be completed in the Lumber River local area. All applicable appeal processes still apply.

North Carolina currently has a waiver from USDOL, for Program Year 2018 and Program Year 2019, and will only have to report performance information on only those individuals that are enrolled in WIOA Title I programs. However, if this waiver is not renewed or if USDOL does not change performance accountability requirements, in Program Year 2020, which begins July 1, 2020, all approved training providers on the ETPL will be required to provide performance data on **all** training participants, even if they are not enrolled in WIOA Title I programs.

For Program Years 2018 and 2019, performance information reported to USDOL will be extracted from NCWorks Online ([www.ncworks.gov](http://www.ncworks.gov)). Training providers will not have to submit any additional information to the Lumber River WDB, unless Lumber River WDB chooses to have additional eligibility criteria or are unsatisfied with performance data reviewed. It is important for training providers to review the program information that has already been entered in NCWorks Online to ensure it is accurate and up to date.

## Registered Apprenticeship Programs

Registered Apprenticeship (RA) programs are not subject to the same eligibility procedures for ETPL approval as other training providers. Due to the detailed application and significant vetting process with the NC Department of Commerce's Division of Workforce Solutions, the registered apprenticeship provider is not required to provide the "Initial Eligibility Application" documents to prove legitimacy for inclusion on the ETPL. However, documents for "program" approval for the apprenticeship training provider must be submitted to the Lumber River WDB.

Please consult <http://apprenticeshipnc.com> for more information on the registered apprenticeship process.

The training provider must provide proof of the following:

- List of partnerships with specific Lumber River area employers.
- Proof that the training program has been in existence for one year, is preferred.
- Proof that the program is publicly listed online.
- Leads to an occupational skill resulting in a national and/or industry recognized credential OR a journeyman card identified by the Lumber River area as being in high demand

**Types of Acceptable Credentials:** The following are acceptable types of credentials that count toward the credential attainment indicator:

- Secondary School diploma or recognized equivalent
- Associate's degree
- Bachelor's degree
- Graduate degree for purposes of the VR program
- Occupational licensure
- Occupational certificate, including Registered Apprenticeship and Career and Technical Education educational certificates
- Occupational certification
- Other recognized certificates of industry/occupational skills completion sufficient to qualify for entry-level or advancement in employment



## Training Program Recertification

All training providers on the ETPL are responsible for tracking performance on WIOA students once their program(s) are added to the ETPL and must annually report performance measures to the Lumber River WDB. Results of the performance data evaluation must be provided for each program, for access by potential students. Additionally, providers are required to notify the Lumber River WDB if any of their information or status changes from that which is documented in NCWorks Online.

The Lumber River WDB must complete the recertification process for programs on the ETPL as specified below:

Prior to the end of the first year of eligibility: The Lumber River WDB will review the performance data of the training provider. The Lumber River WDB will also review any provider information that has been changed in NCWorks Online.

*Note: Recertification may focus on a multi-year program's progress date and student retention rates if no one has graduated from the program at the one-year mark.*

Annually, the Lumber River WDB will review each BCTP's performance information that has been entered in NCWorks Online and obtained from wage records, to ensure performance standards are maintained. The Lumber River WDB will notify training providers in a timely manner when data is due to complete the providers' recertification.

Lumber River WDB will track performance data for both full-time students and part-time students enrolled in programs and/or courses for the BCTPs. This performance information is currently based only on WIOA students because of the waiver that was granted by USDOL. However, if North Carolina's waiver is not renewed or if USDOL does not change performance accountability requirements, in Program Year 2020, which begins July 1, 2020, all approved training providers on the ETPL will be required to provide performance data on **all** training participants, even if they are not enrolled in WIOA Title I programs.

## **Performance Data Collection Requirements**

Per TEGL 03-18, “States must *provide all of the data related to WIOA participants including WIOA participant levels, demographics, WIOA participant outcomes, and WIOA related costs, as this data can be generated from the data collected for the state’s Annual Performance Report.*”

For Program Years 2018 and 2019, performance information reported to USDOL will be extracted from NCWorks Online ([www.ncworks.gov](http://www.ncworks.gov)). Training providers will not have to submit any additional information to the Lumber River WDB, unless a request is made by a Lumber River WDB. It is important for training providers to review the program information that has already been entered in NCWorks Online to ensure it is accurate and up to date. The Lumber River WDB will be responsible for the recertification of each BCTP.

### **For all WIOA participants receiving training provided by an ETP:**

- 1) the levels of performance achieved for all WIOA individuals engaging in the program of study (or the equivalent), specifically:
  - a. the percentage of individuals who are in unsubsidized employment during the second quarter after exit from the program;
  - b. the percentage of individuals who are in unsubsidized employment during the fourth quarter after exit from the program;
  - c. the median earnings of individuals who are in unsubsidized employment during the second quarter after exit from the program; and
  - d. the percentage of individuals who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent; during participation in or within one year after exit from the program.
- 2) the total number of WIOA individuals exiting from the program of study (or the equivalent).

## **Program Performance Categories**

*Performance Standards are based on Total enrollment Numbers of ALL **WIOA** Students:*

- Total number of WIOA students who successfully completed their program of study during participation in WIOA or within one year after exit
- Total number of WIOA completer students that found unsubsidized employment
- Total number of WIOA completer students that found unsubsidized employment in the *their field of study*
- Total number of WIOA completer students that were still employed in the 2nd quarter after exit
- Total number of WIOA completer students that were still employed in the 4th quarter after exit
- Median earnings of WIOA completer students in unsubsidized employment in the 2nd quarter after exit

## **Denial/Removal/Suspension from the ETPL**

A training provider and/or its program *may* be denied inclusion as a Board Certified Training Provider or may be removed from the State ETPL for the following reasons (documented proof that these conditions exist must be provided):

### **State ETPL:**

- a. The training provider failed to achieve designated performance measures, when applicable. (This exclusion or removal will remain in effect for one year);
- b. The initial and/or renewal application was not completed, was not completed by established due date, or was missing required information (This exclusion or removal will remain in effect for 90 days) Performance data was not submitted to the Lumber River WDB as established per guidance. (This exclusion or removal will remain in effect for 90 days);
- c. The training provider intentionally supplied inaccurate information (This exclusion or removal will remain in effect for a minimum of two years and the provider is liable to pay back all training funds paid during the period of noncompliance; further approval will be subject to consideration by the Lumber River WDB);
- d. The training provider substantially violated a requirement under WIOA, state law, local law, or policy (This exclusion or removal will remain in effect for a minimum of two years and the provider is liable to pay back all training funds paid during the period of noncompliance; further approval will be subject to consideration by the Lumber River WDB);
- e. The training provider loses its certification from the Lumber River WDB, or its accreditation from its accrediting body. (This exclusion or removal will remain in effect until such time as the training provider regains its approval or accreditation).

### **Local WDB Certification:**

- a. The initial and/or renewal application was not completed, was not completed by established due date, or was missing required information (This exclusion or removal will remain in effect for 90 days);
- b. Performance data was not submitted to the Lumber River WDB as established per guidance;
- c. Performance data does not meet Lumber River WDB standards, when applicable. (This exclusion or removal may remain in effect for one year minimum);
- d. The training provider intentionally supplied inaccurate information (This exclusion or removal will remain in effect for a minimum of two years and the provider is liable to pay back all training funds paid during the period of noncompliance; further approval may be subject to consideration by the Lumber River WDB);
- e. The training provider substantially violated a requirement under WIOA, state law, local law, or policy (This exclusion or removal will remain in effect for a minimum of two years and the provider is liable to pay back all training funds paid during the period of noncompliance; further approval may be subject to consideration by the Lumber River WDB); the Initial application process will have to be repeated by the provider.

## **Appeals Process**

If a training provider is not approved by the Lumber River WDB to be a BCTP, or a training provider's approval has been revoked by Lumber River WDB action, then the training provider may appeal to Patricia Hammonds, Director of the Lumber River WDB within 30 calendar days after receipt of the decision. Appeals must state, in writing, the basis of the appeal, including the facts or issues that support the appeal. When appealing a performance data decision, the appeal must also include verifiable data that substantiate a higher level of program performance to maintain ETPL designation.

Training providers shall direct appeals electronically to the Lumber River WDB at [pth@lrcog.org](mailto:pth@lrcog.org) or by mail to the following:

**Lumber River Workforce Development Board  
30 CJ Walker Road  
Pembroke, NC 28372  
Attn: Patricia Hammonds, Lumber River WDB Director**

The Lumber River WDB shall notify all parties of the date, time, and location of the appeal conference.

A program failing to appeal pursuant to the Lumber River WDB process, or failing to appeal within the specified 30-day period, is ineligible for WIOA funding. A program that wins an appeal, based on the submission of additional verifiable data, is eligible as a BCTP. A training program whose appeal is denied will be ineligible for WIOA funding and will no longer be considered as a BCTP. Depending on the reason for denial, a training provider may be subject to a two year waiting period before being allowed to submit a new application.

## References

### Law

- WIOA (Public Law 113-128) Title I

### USDOL Guidance

- TEGL 19-14, *Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act*, dated February 19, 2015;
- TEGL 27-14 - Change 1, *Workforce Innovation and Opportunity Act Transition Authority for Immediate Implementation of Governance Provisions*, dated May 12, 2015;
- TEGL 41-14, *Workforce Innovation and Opportunity Act (WIOA or Opportunity Act) Title I Training Provider Eligibility Transition*, dated June 26, 2015;
- TEGL 03-18, *Eligible Training Provider (ETP) Reporting Guidance under the Workforce Innovation and Opportunity Act (WIOA)*

### DWS Policy Statement

- PS 21-2015 Consumer Choice in Selecting Training Providers

## WIOA Certification Form for Out-of-State Training Providers

One of the requirements for inclusion on the Eligible Training Provider List for Occupational Skills Training for Out-of-State providers is verification of qualifications from authorized officials of the provider's home state. This form must be signed by one of the authorized representatives in the provider's home state who is responsible for coordinating and managing the provider's home state WIOA Eligible Training Provider List. This signed form must be submitted to the Lumber River Workforce Development Board.

Out-of-State training providers are only considered at a *jobseeker's request*.

---

(Name of Training Provider)

Located in the state of \_\_\_\_\_ and does meet **all** of the following qualifications.

Please initial or write "yes" in the blank space next to each statement.

\_\_\_\_\_ Is approved by the higher education authority in the training provider's home state  
\_\_\_\_\_ Is on the training provider's home state's WIOA training provider list  
\_\_\_\_\_ Provides verifiable WIOA performance data to the training provider's home state  
\_\_\_\_\_ Publishes verifiable consumer data available to the general public, which includes performance data for WIOA students in the program

Please submit verification of the training provider's home state approval and standing on the home state's WIOA ETPL.

---

(Home State Authorized Official printed Name and Title)

---

(Home State Authorized Official Signature)

(Date)

---

(Home State Agency Name and Address)

---

(Home State Agency Telephone Number)

Training Provider Authorized Signature: \_\_\_\_\_

Training Provider Signatory Title: \_\_\_\_\_

Training Provider Address: \_\_\_\_\_

Training Provider Telephone Number: \_\_\_\_\_



## LUMBER RIVER WORKFORCE DEVELOPMENT BOARD

*E<sup>3</sup> Economic Development* ★ *Education* ★ *Employment*

30 CJ Walker Road, COMtech Park • Pembroke, North Carolina 28372

Telephone (910) 618-5533 • Fax (910) 521-7576

Website: [www.lumberrivercog.org](http://www.lumberrivercog.org)

### LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM

#### LRLA CONFLICT OF INTEREST POLICY 2017-24

December 18, 2017

**SUBJECT:** Conflict of Interest Policy

**PURPOSE:** The Conflict of Interest Policy has been established to protect the interest of the Lumber River Workforce Development as a public body charged with the oversight of federal and/or state funds, when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, staff member or director or might result in a possible excess benefit transaction. This includes persons and entities involved in the competitive selection processes to identify service providers and award funding using federal funds which must be free of conflicts of interest: real, apparent, or organizational. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to organizations responsible for maintaining the public trust for the use of federal, state, and other grant funds for the purpose of carrying out goals and program requirements, including the responsibility to maintain the reputation and integrity of the entity, organizations, and agencies and programs.

**BACKGROUND:** The Conflict of Interest Policy has been established consistent with Workforce Innovation and Opportunity Act (WIOA) Section 121(d)(4)(A) and (C), any organization or entity that has been selected to perform multiple functions in a Local Area must develop a written agreement with the Local WDB and the CEO to clarify how the organization will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations, the Uniform Guidance, and Conflict of Interest policies of both the state and the organization or entity performing multiple functions.

**ACTION:** The Lumber River Workforce Development Board and contractors must follow and be aware of all applicable federal, state, and local conflict of interest requirements when providing services (directly or indirectly) funded by Workforce Innovation and Opportunity Act (WIOA) resources. LRWDB Members and staff must be committed to maintaining the highest standards of ethical conduct and to guard against problems arising from real, perceived, or potential conflicts of interest. All LRWDB members and staff must sign and attest to the LRWDB Conflict of Interest Policy. Signed Conflict of Interest Policies must be maintained at the Lumber River Local Area Office.

Bladen County • Hoke County • Richmond County



Robeson County • Scotland County

Lumber River Council of Governments • Workforce Development Division

*Equal Opportunity Employer/Program*



**EFFECTIVE DATE:** Immediately

**EXPIRATION DATE:** Indefinite

**CONTACT:** Any questions regarding this policy should be directed to Patricia Hammonds, LA Administrator, Workforce Development Division at (910)775-9764.

**DISTRIBUTION:** All Lumber River Workforce Development Board Members and Staff.

*Patricia Hammonds*

Patricia Hammonds, Administrator  
Workforce Development Division

**Attachments**

- Attachment 1 - Conflict of Interest Policy Guidance**
- Attachment 2 - NC General Statute 14-234**
- Attachment 3 - Potential Conflict Scenarios**
- Attachment 4 - Code of Conduct Contract**



## LUMBER RIVER WORKFORCE DEVELOPMENT BOARD

*E<sup>3</sup> Economic Development ★ Education ★ Employment*

30 CJ Walker Road, COMtech Park • Pembroke, North Carolina 28372

Telephone (910) 618-5533 • Fax (910) 521-7576

Website: [www.lumberrivercog.org](http://www.lumberrivercog.org)

### **Lumber River Workforce Development Board Code of Conduct**

#### **NO WORKFORCE DEVELOPMENT BOARD MEMBER, PROGRAM OPERATOR, OR BOARD STAFF SHALL:**

- A. Accept any financial benefit, direct or indirect, from any source other than their employing agency as a result of their performance of official duties under Workforce Innovation and Opportunity Act activities.
- B. Accept any position, whether compensated or uncompensated, which will impair independence of judgment in the exercise of official duties.
- C. Accept any position or engage in any business which will require the disclosure of confidential information gained by reason of official position.
- D. Disclose confidential information acquired during the performance of official duties or use such information to further personal gain.
- E. Use or attempt to use official position to secure personal privileges or exemptions or which would give the appearance of such.
- F. By conduct, writing, or other communication, give a reasonable person the impression that official duties may be improperly influenced.
- G. Violate any Board conflict of interest, statute, or law.
- H. Take part in any political activities in violation of the federal Hatch Act.
- I. Take part in any religious or anti-religious activity in the discharge of official responsibilities.
- J. Promote or oppose unionization in the discharge of official duties.
- K. Participate in any effort to violate any other applicable federal, state, and local laws and regulations.
- L. Conflict of Interest. It shall be a breach of ethical standards for any WIOA staff Member or program operator to participate directly or indirectly in a procurement when the employee knows that:



**Bladen County • Hoke County • Richmond County**

**Robeson County • Scotland County**

**Lumber River Council of Governments • Workforce Development Division**

***Equal Opportunity Employer/Program***

- a. the WIOA staff Member or program operator or any Member of their immediate family has a financial interest pertaining to the procurement; a business or organization in which the WIOA staff Member/or program operator or any Member of their immediate family has a financial interest pertaining to the procurement; or any other person, business, or organization with whom the WIOA staff Member or program operator or any Member of their immediate family is negotiating or has any arrangement concerning prospective employment is involved in the procurement.
- M. Discovery of Actual or Potential Conflict of Interest. Upon discovery of an actual or potential conflict of interest, a WIOA staff Member/program operator shall immediately notify their supervisor and withdraw from further participation in the transaction involved. Further, should a WIOA staff Member/program operator reasonably believe an undisclosed conflict or potential conflict exists for another staff Member, it is the duty and obligation of that person to make the matter known immediately to their supervisor, the Workforce Development Board Director, or other appropriate official.

**Violations of any provision of this Code of Conduct by Board Members, Board staff, or program operators may be cause for immediate dismissal. All are subject to any penalties, sanctions, or other disciplinary measures set forth in applicable federal, state, or local laws.**

**By my signature below, I acknowledge that I have received a copy of this Code of Conduct, have reviewed the same, and understand the provisions contained therein.**

---

Signature

---

Date

---

Bladen County • Hoke County • Richmond County



---

Robeson County • Scotland County

**Lumber River Council of Governments • Workforce Development Division**  
*Equal Opportunity Employer/Program*

## **LUMBER RIVER WORKFORCE DEVELOPMENT BOARD CONFLICT OF INTEREST POLICY GUIDANCE**

The purpose of the Conflict of Interest Policy is to protect the interest of Lumber River Workforce Development Board as a public body charged with the oversight of federal and/or state funds, when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, staff Member, or director or might result in a possible excess benefit transaction. This includes persons and entities involved in the competitive selection processes to identify service providers and award funding using federal funds which must be free of conflicts of interest: real, apparent, or organizational. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to organizations responsible for maintaining the public trust for the use of federal, state, and other grant funds for the purpose of carrying out goals and program requirements, including the responsibility to maintain the reputation and integrity of the entity, organizations, and agencies and programs.

### **I. Boards**

It is the policy and expectation of the Lumber River Workforce Development Board (LRWDB) that its Members will fulfill the fiduciary duties applicable to their service as Members of the LRWDB. Due to the legal and statutory structures of the LRWDB, it is expected that conflicts of interest may arise and this policy is intended to provide a framework that will allow the work of the LRWDB to be achieved without the fact of or appearance of impropriety. Where this document references "Member" it shall mean any agent, LRWDB employee, officer, service provider contractor, and Board Member. The LRWDB and all other agencies receiving direct financial assistance through the Workforce Innovation and Opportunity Act (WIOA) shall avoid conflict of interest, real or apparent.

It is the responsibility of each member to govern the actions of all other Members in compliance with the Conflict of Interest Policy. If a Member thinks there is a possibility of a conflict of interest, real or apparent, on the part of another Member, it is his or her affirmative responsibility to immediately bring the matter to the attention of the Lumber River Workforce Development Board Director. Therefore, no LRWDB Member will discuss, present proposals, or vote on any issue as to which the Member has an economic interest unless specifically questioned by the other Members as part of a scheduled opportunity for all interested parties to present information. A Member may vote on and may discuss any matter what would not have any impact on the Member.

No official or employee of the LRWDB or contracting agency authorized in their official capacity to negotiate, make, accept, or approve, or to take part in the negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have directly or indirectly any financial or personal interest in any such contract or subcontract. It shall be against the policy of the LRWDB or contracting agency for any employee or volunteer to directly or indirectly ask, demand, exact, solicit, accept, receive, or agree to receive anything of value for themselves or any other person or entity in return for:

- being influenced in the performance of their job or position;
- being influenced to commit or aid in committing, or to collude in, or allow, any fraud, or to make opportunity for the commission of any fraud on the WDB or contracting agency; or
- being induced to do or admit to any act in violation of their official duties.

**Each Member shall annually confirm a statement that affirms such person:**

1. has received a copy of the Lumber River Workforce Development Board Conflict

- of Interest Policy;
- 2. has read and understands the policy; and
- 3. has agreed to comply with the policy.

## **II. Discovery of an Actual or Potential Conflict of Interest**

Upon the assertion of a possible violation of this policy, the LRWDB Chair or Vice-Chair will appoint an ad hoc committee to review the circumstances, report their findings to the Board for discussion and vote, and recommend a course of action in the event a Member is found to be in violation. Action may include, but is not limited to, a declaration that the Member be removed from the Board position and a request to the Consortium Board to make a new appointment.

## **III. Procurement**

All negotiations of a contract for or with potential contractors/service providers must be conducted with arm's length negotiations. The definition of an arm's length negotiation is a negotiation where the parties to the negotiation have an opposing economic interest to that of the organization with which they are negotiating.

No LRWDB Member (whether compensated or not) shall engage in any activity, including participation in the selection, award, or administration of a sub-grant or contract supported by WIOA funds if a conflict of interest, real, or apparent would be involved. Such a conflict would arise when:

- (i) the individual,
- (ii) any Member of the individual's immediate family,
- (iii) the individual's partner, or
- (iv) an organization which employs, or is about to employ any of the above, has a financial interest in the firm or organization selected for the award.

No LRWDB Member, Member of his/her immediate family, officers, employees or agents of the LRWDB Member's agency or business shall neither solicit nor accept gratuities, favors, or anything of value from contractors, potential contractors, or parties to sub-agreements.

A LRWDB Member shall not cast a vote, or participate in, any decision making capacity on the provision of services by such Member (or any organization which that Member directly represents), nor on any matter which would provide any direct financial benefit to that Member.

No LRWDB Members shall participate in a governmental decision including voting on a matter (including recommendations, appointments, obligating, or committing the WDB to a course of action) when such action influences a decision or exercises judgment in making a decision. Any Member with a potential or actual conflict of interest shall comply with requirements for public disclosure and recusal.

## **IV. Work Experience Placements**

The Division of Workforce Solutions (DWS) strongly discourages the practice of placing participants in workforce training located at the board office, NCWorks Career Center, or administrative entity due to the potential of conflicts of interest. Placement at these locations should only be allowed where there is specific documentation in the participant file that the particular experience meets the participant's career goals and skills needs and there is no other placement opportunity available.

## **V. Service Providers/Contractors**

Although the WIOA program is not an entitlement program, it should be accessible to any individual, in any local area, who is eligible and suitable for available services subject to Lumber River Workforce Development Board policies and procedures. However, when applicants have a close relationship with WIOA staff Members, management, and other specific stakeholders of the Workforce Development System, access to program services should not be based on such relationships or based on political influence. It is possible that even without any intention to misuse WIOA funds a decision to enroll an individual in the program could be perceived as improper. Such a perception could cause noncompliance with state and/or federal law.

General authorization for providing funds to participants will comply with the standards of conduct for maintaining the integrity of the program and avoiding any conflict of interest in its administration. Lumber River Workforce Development Board Chief Elected Officials, Lumber River Workforce Development Board, designated fiscal agents, and administrative officials must help meet the objectives of WIOA through effective policies, procedures, and safeguards that ensure the integrity of these public funds. Throughout the Lumber River Workforce Development Areas safeguards must be in place ensuring that all those served in the program are not only eligible and suitable but also detached from being part of the perception of impropriety or conflict of interest.

In the event a service provider/contractor is related to a LRWDB staff Member or officer, appropriate firewalls must be in place to ensure the staff Member/officer does not directly monitor, supervise, or provide oversight. An alternate staff Member/officer must be identified to assume the oversight responsibilities.

## **VI. Code of Conduct**

A written set of standards (Code of Conduct) governing the performance of the LRWDB and its employees, officers, or agents related to real or apparent conflicts of interest is a requirement of 29 CFR 95.42

## **VII. Firewalls**

Proper firewalls must be in place to ensure the transparency and integrity of the procurement process and demonstrate to the public and to the Department of Labor that the selection process was impartial and that no preferential treatment was given to the awardee. A "firewall" is an established policy or procedure that acts as a barrier or protection against an undesirable influence, outcome, or authority. Examples of firewalls include but are not limited to organizational arrangements that provide clear separation of duties and responsibilities, including confidentiality and disclosure agreements.

No entity or individual that has any role in the issuance of a solicitation may compete or submit a proposal under that procurement action, including the development of requirements, drafting the Request for Proposals (RFP) or Letter of Intent for Bid (IFB), evaluation of proposals/bids, and identification of the best entity.

**North Carolina General Statute 14-234****14-234. Public officers or employees benefiting from public contracts; exceptions.**

- (a)(1)** No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law.
- (1)** A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract.
- (2)** No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.
- (a1) For purposes of this section:**
  - (1)** As used in this section, the term "public officer" means an individual who is elected or appointed to serve or represent a public agency, other than an employee or independent contractor of a public agency.
  - (2)** A public officer or employee is involved in administering a contract if he or she oversees the performance of the contract or has authority to make decisions regarding the contract or to interpret the contract.
  - (3)** A public officer or employee is involved in making a contract if he or she participates in the development of specifications or terms or in the preparation or award of the contract. A public officer is also involved in making a contract if the board, commission, or other body of which he or she is a member takes action on the contract, whether or not the public officer actually participates in that action, unless the contract is approved under an exception to this section under which the public officer is allowed to benefit and is prohibited from voting.
  - (4)** A public officer or employee derives a direct benefit from a contract if the person or his or her spouse: (i) has more than a ten percent (10%) ownership or other interest in an entity that is a party to the contract; (ii) derives any income or commission directly from the contract; or (iii) acquires property under the contract.
  - (5)** A public officer or employee is not involved in making or administering a contract solely because of the performance of ministerial duties related to the contract.
- (b)** Subdivision (a)(1) of this section does not apply to any of the following:
  - (1)** Any contract between a public agency and a bank, banking institution, savings and loan association, or with a public utility regulated under the provisions of Chapter 62 of the General Statutes.
  - (2)** An interest in property conveyed by an officer or employee of a public agency under a judgment, including a consent judgment, entered by a superior court judge in a condemnation proceeding initiated by the public agency.
  - (3)** Any employment relationship between a public agency and the spouse of a public officer of the agency.
  - (4)** Remuneration from a public agency for services, facilities, or supplies furnished directly to needy individuals by a public officer or employee of the agency under any program of direct public assistance being rendered under the laws of this State or the United States to needy persons administered in whole or in part by the agency if: (i) the programs of public

assistance to needy persons are open to general participation on a nondiscriminatory basis to the practitioners of any given profession, professions or occupation; (ii) neither the agency nor any of its employees or agents, have control over who, among licensed or qualified providers, be selected by the beneficiaries of the assistance; (iii) the remuneration for the services, facilities or supplies are in the same amount as would be paid to any other provider; and (iv) although the public officer or employee may participate in making determinations of eligibility of needy persons to receive the assistance, he or she takes no part in approving his or her own bill or claim for remuneration.

**(b1)** No public officer who will derive a direct benefit from a contract entered into under subsection (b) of this section may deliberate or vote on the contract or attempt to influence any other person who is involved in making or administering the contract.

(c) through (d) Repealed by Session Laws 2001-409, s.1, effective July 1, 2002.

(d1) Subdivision (a)(1) of this section does not apply to (i) any elected official or person appointed to fill an elective office of a village, town, or city having a population of no more than 15,000 according to the most recent official federal census, (ii) any elected official or person appointed to fill an elective office of a county within which there is located no village, town, or city with a population of more than 15,000 according to the most recent official federal census, (iii) any elected official or person appointed to fill an elective office on a city board of education in a city having a population of no more than 15,000 according to the most recent official federal census, (iv) any elected official or person appointed to fill an elective office as a member of a county board of education in a county within which there is located no village, town or city with a population of more than 15,000 according to the most recent official federal census, (v) any physician, pharmacist, dentist, optometrist, veterinarian, or nurse appointed to a county social services board, local health board, or area mental health, developmental disabilities, and substance abuse board serving one or more counties within which there is located no village, town, or city with a population of more than 15,000 according to the most recent official federal census, and (vi) any member of the board of directors of a public hospital if all of the following apply:

- (1) The undertaking or contract or series of undertakings or contracts between the village, town, city, county, county social services board, county or city board of education, local health board or area mental health, developmental disabilities, and substance abuse board, or public hospital and one of its officials is approved by specific resolution of the governing body adopted in an open and public meeting, and recorded in its minutes and the amount does not exceed twenty thousand dollars (\$20,000) for medically related services and forty thousand dollars (\$40,000) for other goods or services within a 12-month period.
- (2) The official entering into the contract with the unit or agency does not participate in any way or vote.
- (3) The total annual amount of contracts with each official shall be specifically noted in the audited annual financial statement of the village, town, city, or county.
- (4) The governing board of any village, town, city, county, county social services board, county or city board of education, local health board, area mental health, developmental disabilities, and substance abuse board, or public hospital which contracts with any of the officials of their governmental unit shall post in a conspicuous place in its village, town, or city hall, or courthouse, as the case may be, a list of



all such officials with whom such contracts have been made, briefly describing the subject matter of the undertakings or contracts and showing their total amounts; this list shall cover the preceding 12 months and shall be brought up-to-date at least quarterly.

- (d2)** Subsection (d1) of this section does not apply to contracts that are subject to Article 8 of Chapter 143 of the General Statutes, Public Building Contracts.
- (d3)** Subsection (a) of this section does not apply to an application for or the receipt of a grant under the Agriculture Cost Share Program for Nonpoint Source Pollution Control created pursuant to Article 72 of Chapter 106 of the General Statutes, the Community Conservation Assistance Program created pursuant to Article 73 of Chapter 106 of the General Statutes, or the Agricultural Water Resources Assistance Program created pursuant to Article 5 of Chapter 139 of the General Statutes by a member of the Soil and Water Conservation Commission if the requirements of G.S. 139-4(e) are met, and does not apply to a district supervisor of a soil and water conservation district if the requirements of G.S. 139-8(b) are met.
- (d4)** Subsection (a) of this section does not apply to an application for, or the receipt of a grant or other financial assistance from, the Tobacco Trust Fund created under Article 75 of Chapter 143 of the General Statutes by a member of the Tobacco Trust Fund Commission or an entity in which a member of the Commission has an interest provided that the requirements of G.S. 143-717(h) are met.
- (d5)** This section does not apply to a public hospital subject to G.S. 131E-14.2 or a public hospital authority subject to G.S. 131E-21.
- (d6)** This section does not apply to employment contracts between the State Board of Education and its chief executive officer.
- (e)** Anyone violating this section shall be guilty of a Class I misdemeanor.
- (f)** A contract entered into in violation of this section is void. A contract that is void under this section may continue in effect until an alternative can be arranged when: (i) immediate termination would result in harm to the public health or welfare, and (ii) the continuation is approved as provided in this subsection. A public agency that is a party to the contract may request approval to continue contracts under this subsection as follows:
  - (1)** Local governments, as defined in G.S. 159-7(15), public authorities, as defined in G.S. 159-7(10), local school administrative units, and community colleges may request approval from the chair of the Local Government Commission.
  - (2)** All other public agencies may request approval from the State Director of the Budget.

Approval of continuation of contracts under this subsection shall be given for the minimum period necessary to protect the public health or welfare. (1825, c. 1269, P.R.; 1826, c. 29; R.C., c. 34, s. 38; Code, s. 1011; Rev., s. 3572; C.S., s. 4388; 1929, c. 19, s. 1; 1969, c. 1027; 1975, c. 409; 1977, cc. 240, 761; 1979, c. 720; 1981, c. 103, ss. 1, 2, 5; 1983, c. 544, ss. 1, 2; 1985, c. 190; 1987, c. 570; 1989, c. 231; 1991 (Reg. Sess., 1992), c. 1030, s. 5; 1993, c. 539, s. 145; 1994, Ex. Sess., c. 24, s. 14(c); 1995, c. 519, s. 4; 2000-147, s. 6; 2001-409, s. 1; 2001-487, ss. 44(a), 44(b), 45; 2002-159, s. 28; 2006-78, s. 2; 2009-2, s. 2; 2009-226, s. 1; 2010-169, s. 2(a); 2011-145, ss. 13.22 A(dd), 13.23(b).)

## **Potential Conflict Scenarios Due to NCGS 14-234**

(Responses provided by Frayda S. Bluestein, David M. Lawrence Distinguished Professor of Public Law and Government, University of North Carolina at Chapel Hill, School of Government).

All Lumber River Workforce Development Board Members are considered public officers appointed to serve or represent a public agency under an interpretation of NCGS 14-234. Lumber River Workforce Development Board Members, who are unpaid volunteers, provide oversight to Lumber River Local Area activities funded with federal Workforce Innovation and Opportunity Act (WIOA) resources.

### ***General Comments:***

*Responses below are based on North Carolina Statutes, mainly G.S. 14-234 and 234.1. Since there is federal money involved in this program, you would also want to look at any federal or state regulations that deal with conflicts of interest in contracting and voting. Sometimes they are broader than what we have in state law. Also, some of these scenarios do not involve legal issues but may create ethical or perception issues. In general, it is a good policy to avoid the appearance that businesses have connection to people who are on the board derive some advantage from that connection. It's a good practice to make sure the WDB undertakes steps to avoid that perception, for example, by opening contracting and training opportunities broadly and avoiding board Members voting on matters involving their employers or business associates.*

### **Possible scenarios:**

- I. A WDB Member, who is also the owner of a private company, wins the bid through a WDB competitive procurement to provide training services to customers. He has abstained from any discussion or voting on the WDB decisions regarding the procurement.

*If the WDB awards this contract, and it is a contract with that entity, then there would be a violation of G.S. 14-234, since a prohibited contract occurs if a person has a "direct benefit". One definition of direct benefit is that the person owns 10% or more of the company that is contracting with the agency. It is not possible to avoid liability under this statute by abstaining from voting. If there is an exception that applies, then the person with the direct benefit is required to refrain from voting and participation in discussion. I don't know of an exception that would apply here so the contract would be void, and the Member would be subject to prosecution for a misdemeanor. That is not likely to happen but obviously this should be avoided.*

2. During an on-the-job training period, a company providing the training pays wages to the WIOA participant and is then reimbursed by the WDB with WIOA funds. A WDB Member is a senior executive within the company that trains the participant and receives the wage reimbursement.

*I don't see legal violation here. The payment is a reimbursement, and there is no evidence that the WDB Members owns the company or derives income or commission directly from the*

*contract. Indeed, even G.S. 14-234 has an exception that allows reimbursement under public assistant programs if certain protections are in place. (See subsection (b)(4).) Along those lines, I would note that if there was a decision by the WDB regarding the selection of the company to provide the training, this board Member should probably not participate in that process or vote. As noted above, I do not know if these boards have procedural rules or conflict of interest policies, but it might good to consider some rules about participation in these decisions when there is connection, even if it is not a legal conflict.*

3. WDB has staff from a local bank to present at a financial management workshop where customers are allowed to sign up for bank services. A representative from that local bank is a WDB Member.

*This situation might invoke the prohibition in G.S. 14-234.1 if it could be shown that the board Member used his WDB position or information he had because of his service on the WDB to benefit his employer or himself. Even if there is no violation of the statute, it seems to me that this person should not be involved in the process of choosing the bank and that the board should take steps to avoid the appearance of favoritism.*

4. WDB offers a job/health fair and uses a local healthcare provider to provide free screenings to the public. A representative of the local healthcare provider is a WDB Member.

*It is not clear that the Member in this scenario benefits from the arrangement, but it seems possible that the provider might benefit from the exposure to new clients/patients. If that is correct then the issue is whether the Member/representative was involved in the decision to choose the provider in violation of G.S. 14-234.1 and even if not, did the process create an appearance of favoritism.*

5. WDB offers a job/ health fair and uses a local healthcare provider to provide screenings to the public for a minimal fee. A representative of the local healthcare provider is a WDB Member.

*Same as above, although in this case there is a benefit to the provider so again, possible violation of 14-234.1 or possible appearance of favoritism.*

6. WDB hosts a workforce summit and provides door prizes - free tickets from a well-known amusement park and a complimentary stay at a local resort. Both businesses have Members on the WDB.

*I don't know of any legal problem with this. I suppose some might feel that they are using this opportunity to promote their businesses. The matter might look bad if they are the only ones allowed to provide door prizes. If there are other businesses that provide door prizes, it seems to me there is less of an appearance issue.*

7. WDB has competitively procured the purchase of t-shirts for WIOA program participants. The successful bidder is a WDB Member. He has abstained from any discussion or voting on the WDB decisions regarding the procurement.

*See answer to question #1. It doesn't matter that the contract was competitively bid or that the person didn't participate in voting or discussion. It's still a violation of G.S. 14-234.*

8. WDB Members use the services of public Career Centers (which WDBs oversee) to screen

potential employees. (This is a free service provided to all employers).

*I don't see any legal problem with this. It could be awkward if there was a dispute about an employee and the Member ends up in an adversarial position with the WDB, but that seems unlikely.*

9. In which scenario(s) should only a conflict of interest policy be employed; rather than disqualifying the citizen from being a WDB Member?

*None of the statutes require a citizen to be removed, but in some cases, a person might have to make a decision about whether they want to have the contract or be on the board. Scenarios 1 and 8 involve that kind of issue. I do think that it is important to make sure that Members understand the limitations serving on the board might create. It's good to have business people on the board but a good policy and a good understanding of the legal and perception issues will be important to maintain credibility of the board and its work.*



## LUMBER RIVER WORKFORCE DEVELOPMENT BOARD

E<sup>3</sup> Economic Development ☆ Education ☆ Employment

30 CJ Walker Road •Pembroke, North Carolina 28372

Telephone (910) 618-5533 • Fax (910) 521-7576

Website: [www.lumherrivercog.org](http://www.lumherrivercog.org)

### LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM

### LRLA WIOA NONDISCRIMINATION/EQUAL OPPORTUNITY

### STANDARDS AND COMPLAINT PROCEDURES POLICY 2019-04

July 1, 2019

**SUBJECT:** Workforce Innovation and Opportunity Act (WIOA)  
Nondiscrimination/Equal Opportunity Standards and Complaint  
Procedures

**PURPOSE:** To provide WIOA service providers and LRCOG Workforce Development Division Staff with minimum standards and procedures designed to ensure that all WIOA programs will be conducted in accordance with applicable equal opportunity and nondiscrimination requirements.

**BACKGROUND:** Programs and activities receiving federal financial assistance are prohibited from discriminating on the basis discussed in this issuance. The attached procedures are designed pursuant to: all of Section 3.7 of the Grant Administration Agreement; Section .0412 of Title 04, Chapter 20 North Carolina Administrative Code; the Workforce Innovation and Opportunity Act of 2014 (WIOA), including the Non-traditional Employment for Women Act of 1991; Section 403(a)(5)(J) and 408(d) of Title IV of the Social Security Act, as amended September 1997; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 38.

**ACTION:** This Policy supersedes other Policies regarding nondiscrimination or equal opportunity standards and complaint procedures. Lumber River LA service providers are required to establish their own practices and guidelines that incorporate these minimum standards and LRWDD Staff are to adhere to policies and procedures as established herein.

**The Staff and Participant Rights, Benefits and Complaint Procedures form has been updated and must be signed by all WIOA staff and participant.** (Forms for use are available in the LRCOG, Workforce Development Division office.)



Bladen County • Hoke County • Richmond County

Robeson County • Scotland County

Lumber River Council of Governments • Workforce Development Division

*Equal Opportunity Employer/Program*

**EFFECTIVE DATE:** Immediately

**EXPIRATION DATE:** Indefinite

**CONTACT:** Any questions regarding this Policy should be directed to Patricia Hammonds, Administrator, Workforce Development Division at (910) 775-9764.

**DISTRIBUTION:** All Lumber River Local Area Service Providers and Lumber River Workforce Development Division Staff

**Patricia Hammonds**

Patricia Hammonds, Administrator  
Workforce Development Division

Attachment: Lumber River Workforce Development Consortium WIOA  
Nondiscrimination/Equal Opportunity Standards and Complaint  
Procedures (8//2018)

**Required Forms**

1. LRWDC Applicant/Participant Rights, Benefits and Complaint Procedures form (LRLA-4, 7/3/2018)
2. LRWDC Staff Rights, Benefits and Complaint Procedures form (LRLA-4 For Staff, 7/3/2018)

**LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM  
WIOA NONDISCRIMINATION/EQUAL OPPORTUNITY STANDARDS  
AND COMPLAINT PROCEDURES**

As the sub grantee and sub recipient for the Lumber River Workforce Development Consortium (hereinafter the Consortium), the following minimum standards and procedures have been established to ensure that all Workforce Innovation and Opportunity Act (WIOA) programs and activities are conducted in accordance with applicable equal opportunity and nondiscrimination requirements. These standards are applicable to the Consortium and any contractors, subcontractors or worksites will be required to establish their own policies and guidelines that incorporate these minimum standards.

The Consortium, contractors, subcontractors, or any worksites shall not discriminate against applicants, registrants, eligible applicants/registrants, participants, terminees, applicants for employment, employees, and members of the public because of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in WIOA. This applies to all programs, projects or activities funded in whole or in part with federal employment and training funds received directly or indirectly through the Division of Workforce Solutions or the Lumber River Workforce Development Consortium.

***I. Nondiscrimination and Equal Opportunity Standards***

A. The Consortium, contractors, subcontractors, or worksites shall not, directly or through contractual, licensing, or other arrangements, on a prohibited ground: (1) deny an individual any aid, benefits, services, or training provided under a WIOA-funded program or activity; (2) provide to an individual any aid, benefits, services, or training that is different, or is provided in a different manner, from that provided to others under the WIOA-funded program or activity; (3) subject an individual to segregation or separate treatment in any matter related to his/her receipt of any aid, benefits, services, or training under the WIOA-funded program or activity; (4) restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any aid, benefits, services, or training under the WIOA-funded program or activity; (5) treat an individual differently from others in determining whether he/she satisfies any admission, enrollment, eligibility, membership or other requirement or condition for any aid, benefits, services, or training provided under the WIOA Title I-funded program or activity; (6) deny or limit an individual with respect to any opportunity to participate in the WIOA-funded program or activity, or afford him/her an opportunity to do so which is different from that afforded others under the WIOA-funded program or activity; (7) deny an individual the opportunity to participate as a member of a planning or advisory body which is an integral part of the WIOA-funded program or activity; (8) aid or perpetuate discrimination by providing significant assistance to an agency, organization, or person that discriminates on a prohibited ground in providing any services, aid, benefit, or training to applicants, registrants or participants in the WIOA Title I-funded program or activity; (9) refuse to accommodate a person's religious practices or beliefs, unless to do so would result in undue hardship; or (10) otherwise limit on a prohibited ground an individual in enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving any WIOA-funded aid, benefits, services, or training.

In providing any aid, benefits, services or training under a WIOA-funded program or activity, the Consortium, contractor, subcontractor, or worksite shall not directly or through contractual, licensing, or other arrangements, on the ground of disability: (1) deny a qualified individual with a disability the opportunity to participate in or benefit from the aid, benefit, service, or training; (2) afford a qualified individual with a disability an opportunity to participate in or benefit from

the aid, benefit, service or training that is not equal to that afforded others; (3) provide a qualified individual with a disability with an aid, benefit, service or training that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others; (4) provide different, segregated, or separate aid, benefits, services, or training to individuals with disabilities or to any class of individuals with disabilities unless such action is necessary to provide qualified individuals with disabilities with aid, benefits, services or training that are as effective as those provided to others; (5) aid or perpetuate discrimination against a qualified individual with a disability by providing significant assistance to an agency, organization, or person that discriminates on the basis of disability in providing any aid, benefits, services or training to registrants, applicants, or participants; (6) deny a qualified individual with a disability the opportunity to participate as a member of planning or advisory boards; (7) otherwise limit a qualified individual with a disability in enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving any aid, benefit, service or training.

The Consortium, contractor, subcontractor, or worksites will comply with applicable provisions of Federal law and regulations regarding equal opportunity, will make such reports as may be required by the United States Department of Labor or the State, and shall make periodic assurances of compliance in applications, plans, and on request of the state.

**B.** The Consortium will designate an equal opportunity officer as well as require contractors/subcontractors/worksites to designate same, who shall be responsible for assuring that discrimination does not occur in its programs or projects. All staff and participants shall be notified of this designation. The equal opportunity officer is responsible for the development of a complaint procedure and for disseminating information to employees and participants concerning the Local Area's nondiscrimination policy and the complaint procedure.

The Consortium shall provide the Division of Workforce Solutions with the name, position, title, telephone number, supervisor, and job duties of their equal opportunity officer(s). The Consortium shall describe the means by which the equal opportunity officer(s), name, position, title and telephone number is made public. The Consortium shall also describe any staff and resources available to the equal opportunity officer(s). Contractors/subcontractors/worksites will be required to provide the above stated information to the Consortium. The Division of Workforce Solutions shall provide group and individual training to the Consortium's equal opportunity officer(s) and staff.

**C.** The Consortium, contractors, subcontractors, and worksites shall provide initial and continuing notice that it does not discriminate on any prohibited ground to applicants, registrants, eligible applicants/registrants, participants, applicants for employment, employees, and members of the public including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the Consortium. The Consortium, contractors, subcontractors, and worksites shall describe the methods and frequency of dissemination of the notice including initial dissemination. The Consortium shall describe means by which notice is made available to individuals with hearing or visual impairments, as well as for persons of limited or non-English speaking ability. This communication with individuals with disabilities shall be as effective as communications with others. The Consortium and its service providers shall, in regards to the notice, 1) post prominently, in reasonable numbers and places; 2) disseminate in internal memoranda and other written or electronic communications; 3) include in handbooks or manuals; 4) make available to each participant and make a part of the participant's file or where files are maintained electronically. In regards to participants, the participant and the individual providing the notice shall sign the notice. Publications including recruitment brochures, broadcasts, and other materials routinely made available to the public shall include the statement "*equal opportunity employer/program*" and "*auxiliary aids and services are available upon request to individuals with disabilities*" and, where a telephone number is included on these materials, they shall indicate a TDD/TTY number



or provide for an equally effective means of communication. North Carolina's current relay numbers are **1/800-735-2962 (TTY)** and **1/800-735-8200 (Voice)**. Orientation to participants and new employees shall include equal opportunity rights under WIOA Title I-funded programs or activities. Information in language other than English shall be developed when that language represents a five-percent (5%) or more share of the spoken language.

**D.** The Consortium, contractors, subcontractors, or worksites shall make efforts to provide employment and training opportunities and services on an equitable basis throughout all WIOA Titled I-funded programs or activities. Such efforts shall include but not be limited to outreach efforts to broaden the composition of the pool of those considered for participation or employment, to include members of both sexes, the various race/ethnicity and age groups, and individuals with disabilities. The Consortium and Contractors must maintain sufficient records to document that programs, operators, and participants are selected equitably. All programs, to the maximum extent possible, shall contribute to the elimination of sex stereotyping, architectural barriers, and artificial barriers to employment and training. All Job Training Plans and applications will be evaluated for compliance with these requirements and for any adverse effects on equal opportunity. Outreach efforts may include, but are not limited to: 1) advertising the programs and/or activities in media, such as newspapers or radio programs that specifically target various populations; 2) sending notices about openings in programs and/or activities to schools or community service groups that serve various populations; and 3) consulting with appropriate community service groups about ways to improve outreach and service to various populations.

**E.** The Consortium will ensure that every application, contract document, agreement, or arrangement to carry out WIOA Title I-funded program activities will include specific language related to compliance with the nondiscrimination requirements of WIOA in the following form:

*As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:*

*Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex(including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin(including limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;*

*Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;*

*Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;*

*The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and*

*Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.*

The applicant also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this

assurance.

**F.** The Equal Opportunity Officer will collect and maintain records on applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment. The race/ethnicity, sex, age, and where known, the disability status of each applicant, registrant, eligible applicant/registrant, participant, terminee, employee, and applicant for employment will be recorded. Records shall be maintained for a period of not less than three years from the close of the applicable program year.

The Consortium and its subrecipients must establish procedures for a regular review of WIOA programs to ensure that they promote equal opportunity and nondiscrimination. Such reviews should include a review of funding applications to assess their equal opportunity implications and their regulatory compliance; conducting on-site reviews to ensure that programs have been implemented in compliance with the regulations; to see that complaint procedures are in place; and to determine services are being provided equitably to all eligible clients; and requiring corrective action, providing technical assistance and conducting follow-up where necessary. All monitoring activities, findings, and responses must be documented.

The Equal Opportunity Officer, on an annual basis, shall coordinate the monitoring of every subrecipient for compliance with administrative obligations under WIOA Section 188 and 29 CFR Part 38. Monitoring shall involve, at a minimum: 1) analysis of the data and records collected regarding the race/ethnicity, sex, age, and where known, disability status of every applicant, registrant, eligible applicant/registrant, participant, terminee, applicant for employment, and employee and 2) where significant differences are found, follow-up investigations to determine, through records review, interviews, and other appropriate investigative techniques, whether the differences are due to discrimination.

The monitoring review shall: 1) evaluate the extent to which subrecipients are complying with assurances requirement of 29 CFR 38 ensure that equal opportunity officers are complying with ensure that initial and continuing notice that discrimination on any prohibited ground will not be tolerated; 4) take appropriate steps to ensure that universal access is available to all WIOA Title I-financially assisted programs and activities; 5) ensure that complaint processing procedures are followed; and 6) ensure that all aspects of the state's methods of administration are being followed. Written reports of each monitoring review shall be prepared and made available to the subrecipient.

**G.** In accordance with regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, all contractors and subcontractors must operate each program activity so that the program or activity, when viewed in its entirety, is readily accessible to qualified persons with disabilities. This does not mean that each existing facility (or every part of an existing facility) must be accessible to and usable by persons with disabilities. It does mean that when all aspects of a program or activity are analyzed, equal opportunities for participation must exist for persons with disabilities.

The Consortium and its subrecipients shall periodically analyze, with the assistance of persons with disabilities or other representatives, their current programs, policies, and practices to determine the level of accessibility and compliance with Section 504 of the Rehabilitation Act of 1973, as amended. Evidence of such analysis should be available for review. The Division of Workforce Solutions can provide additional information concerning architectural accessibility standards upon request.

The Americans with Disabilities Act (ADA) mandates state and local governments give civil rights protection to individuals with disabilities that are like those provided to individuals on the basis of race, sex, national origin, and religion. The law also guarantees equal opportunity for

individuals with disabilities in employment, public accommodation, transportation, state and local government services and telecommunications.

As outlined in ADA, the Consortium and all contractors will adhere to the following provisions:

Make reasonable accommodations for qualified applicants or employees;

Protect qualified persons with disabilities who can perform the essential functions of the job with or without reasonable accommodation;

Protect individuals with a history of disabilities and those assumed to have a disability;

Prohibit discrimination against people with disabilities in all employment practices including recruitment, hiring, training, job assignment, pay, layoffs, firing, promotions, leave, benefits, and all other employment-related activities.

The Consortium and all contractors shall ensure that all its buildings, programs and activities are physically and programmatically accessible to individuals with disabilities in the most integrated setting possible. The Consortium and all contractors shall further ensure that 1) pre-employment/employment medical inquiries are limited to those permitted by and in accordance with laws and regulations, 2) the confidentiality of medical information provided by registrants, applicants, eligible applicants or registrants, participants, employees, and applicants for employment, 3) communications with persons with disabilities are as effective as with others, and 4) that reasonable modification of policies, practices and procedures will be provided.

**H.** The Consortium and all contractors will be subject to periodic review for compliance with these standards and procedures. The review will be made by the Lumber River Workforce Development Consortium and/or the Division of Workforce Solutions. Recommendations for corrective measures to assure nondiscrimination will be made, and, in the event of failure to correct deficiencies, the Lumber River Workforce Development Board, Consortium or the Director of the Division of Workforce Solutions may impose sanctions as are available under the contract or subgrant agreement for failure to comply with a term of the contract or subgrant agreement.

## **II. Equal Opportunity/Nondiscrimination Complaint Procedure**

Any person who believes that he/she or any specific class of individuals has been or is being: (1) excluded from participation in, (2) denied benefits of, (3) subjected to discrimination under, or (4) denied employment in the administration of or in connection with any WIOA Title I-funded program or activity, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in the Workforce Innovation and Opportunity Act (WIOA) may file a written complaint. The complaint may be filed by the person or a representative. The complaint may be filed either with the Consortium or with the Director of the Civil Rights Center (CRC). Any person who elects to file his/her complaint with the Consortium must allow the subrecipient **40 days** to process the complaint and allow **50 days** for the Division of Workforce Solutions to receive and review the complaint, if applicable. A complaint filed based on the above grounds must be filed within **180 days** of the alleged discrimination, unless extended by the Director of the CRC for good cause shown. Each complainant and respondent has the right to be represented by an attorney or other individual of his/her own choice.

1. All complaints filed with the Consortium should be submitted to:  
**Lumber River Workforce Development Consortium**  
**Lumber River Council of Governments**  
**Ms. Janet Robertson**

**Equal Opportunity Officer  
30 CJ Walker Road  
Pembroke, North Carolina 28372  
910/618-5533 [ TT: 800/735-2962 VOICE: 800/735-8200 ]**

2. All complaints must be filed in writing, signed by the complainant or authorized representative, and include the following information:
  - a. The full name, address, and telephone/TTY number of the complainant (or specify another means of contacting him/her);
  - b. The full name and address of the person or agency against whom the complaint is made;
  - c. A clear, concise statement of the act or acts considered to be a violation;
  - d. In regards to disability, a statement or supporting evidence that the complainant is disabled;
  - e. Other information that will help explain and resolve the complaint.
3. Hearings on any complaint filed must be conducted within **30 days** of filing.
4. Complaint hearing procedures should include the following provisions:
  - a. Reasonable notice to all parties by registered or certified mail;
  - b. A statement of the date, time and place of the hearing;
  - c. A statement of the authority and jurisdiction under which the hearing is to be held;
  - d. A reference to the particular section of the Act, regulations, grant or other agreements under the Act involved;
  - e. Notice to the parties of the specific charges involved;
  - f. The right of both parties to be represented by legal counsel or other individuals of his/her own choice;
  - g. The right of each party to present evidence, both written and through witnesses;
  - h. The right of each party to cross examination;
  - i. The right of an impartial decision maker who has not been directly involved in the events from which the complaint arose; and
  - j. A written decision made strictly on the recorded evidence must be rendered within the prescribed time frame.
5. Complete records and documentation should be kept in each contested case, including minutes of testimony, data submitted, findings, appeals, and final decisions.
6. Decisions must be made not later than **40 days** of filing the complaint. If a complainant does not receive a decision at the local level within **40 days** of the filing of the complaint or receives an unsatisfactory decision, the complainant has a right to request a review of the complaint by the Division of Workforce Solutions. Requests for such review should be submitted to:

**Division of Workforce Solutions  
313 Chapanoke Road, Suite 120  
4316 Mail Service Center  
Raleigh, North Carolina 27699-4316  
ATTENTION: Mose Dorsey**

Such requests must be filed within **10 days** of receipt of the adverse decision or **10 days** from the date on which the complainant should have received a decision, whichever is earlier. The Division of Workforce Solutions will conduct a review of the complaint and

issue a decision within **40 days** from the date of receiving the review request. The Assistant Secretary of Commerce-Division of Workforce Solutions may extend the 10 days if: 1) the Consortium does not notify the complainant of his or her right to request a review by the Division of Workforce Solutions, or 2) for other good cause shown. Under no circumstances shall the time limit be extended for more than 30 days. However, if an extension is not granted the complainant may follow the procedures listed below. The complainant has the burden of proving to the Division of Workforce Solutions that the time limit should be extended.

7. Should the Division of Workforce Solutions provide a decision unsatisfactory to the complainant or fails to provide one, the complainant may file a complaint with the Director of the Civil Rights Center of the U. S. Department of Labor. Such requests must be submitted within **30 days** of the Division of Workforce Solutions' decision or **120 days** from the date the complaint was initially filed at the local level, whichever is earlier.
8. Complaints filed with the Director of the Civil Rights Center shall be mailed to:

**Director of the Civil Rights Center (CRC)  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Room N-4123  
Washington, D.C. 20210**

The Consortium and its contractors shall maintain a log of complaints filed. The log shall include: 1) the name and address of the complainant; 2) the grounds of the complaint; 3) a description of the complaint; 4) the date the complaint was filed; 5) the disposition and date of disposition of the complaint; and 6) other pertinent information. Information that could lead to identification of a particular individual as having filed a complaint shall be kept confidential. Records regarding complaints and actions taken thereunder shall be maintained for a period of not less than three years from the date of resolution of the complaint and made available to the Director of the Civil Rights Center (CRC), the Local Area, or the State upon request. Information concerning all complaints shall be kept confidential.

9. The complaint processing procedures shall provide for alternative dispute resolution (ADR). The complainant shall have the choice of pursuing the customary investigation process or using the alternative dispute resolution process. If the parties do not reach an agreement under alternative dispute resolution at the subrecipient, Local Area level, or state level, the complainant may file a complaint with the Director of the Civil Rights Center (CRC) at the above address. The Division of Workforce Solutions and the Consortium have selected the mediation process as its alternative dispute resolution. See North Carolina Department of Commerce, Division of Workforce Solutions, Alternative Dispute Resolution Mediation Guidelines for additional information.
10. Corrective and remedial actions must be designed to completely correct each violation. For each corrective action, a time frame must be established and a minimum of time must be allowed for compliance. The procedures must provide, where appropriate, for retroactive relief (including but not limited to back pay) and prospective relief (e.g. training, policy development and communication) to ensure that the discrimination does not recur. The Consortium and its contractors shall develop procedures for follow-up monitoring to ensure that commitments to take corrective action and remedial action are fulfilled. The Consortium shall describe reports required from the violating agency regarding actions to correct the violation(s). Sanction procedures to be followed where voluntary compliance cannot be achieved shall be developed.

LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

WIOA Employee Rights, Benefits and complaint Procedures

**NOTICE TO WIOA STAFF EMPLOYEE:** Read this form carefully so that you are aware of your rights and benefits as a contracted employee in the WIOA Program. If you do have a complaint about the WIOA Program or program activity, follow the process listed on this form under "COMPLAINT PROCEDURES".

CIVIL RIGHTS

No action may be taken in selecting WIOA employee staff, in assigning them to employment or exiting them from employment from the WIOA program if such action is based on discrimination with regard to race, color, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), age, religion, disability, national origin (including limited English proficiency), citizenship status, political affiliation or belief.

ADDITIONAL RIGHTS AND BENEFITS

- Each employee, before starting WIOA sponsored services, training or employment, shall be informed of all rights and benefits to which an employee may be entitled in connection with such training or employment, as well as pay procedures, time limits and goals of the program. This shall be done in a program orientation session.
- Each WIOA staff employee shall be informed of the complaint and hearing procedures applicable to the WIOA. The right to file a complaint about any aspect of WIOA is granted by law to *all* WIOA staff employees.
- Each WIOA staff employee will receive proper training to operate and or perform tasks and assignments in the WIOA program.
- Each WIOA staff shall be assured of worker's compensation or of comparable insurance coverage, as appropriate.
- Each WIOA staff employee will *not* be permitted to work, or be trained under conditions that are unsanitary or hazardous in any way to his/her health or safety.
- Each WIOA staff employee will be paid for work at a rate not less than the Fair Labor Standards, or state or local minimum wage, whichever is highest.

COMPLAINT PROCEDURES (Non-Criminal Complaints)

1. Complainants may file a written grievance about any aspect of their WIOA participation. A complaint should be addressed to the Program or Agency Director who will arrange an informal meeting for the purpose of resolving the complaint. The informal meeting is not a hearing. Some issues will be referred to the training institution, while others will be referred to the participant's employer, as applicable. Except for complaints alleging fraud, criminal activity, or discrimination, complaints shall be made within one year of the alleged occurrence.
2. If the complaint is not informally resolved, a request for a hearing may be submitted. The request must be filed in writing, signed and dated by the complainant or authorized representative, and include the following information: Full name, address, and telephone/TTY number of the complainant; Full name and address of the person or agency against whom the complaint is made; A clear, concise statement of the acts considered to be a violation; In regards to disability, a statement or supporting evidence that the complainant is disabled; and Other information that will help explain and resolve the complaint. The complaint must be addressed and sent to the Lumber River Workforce Development Consortium at the following address:

Ms. Janet Robertson, Equal Opportunity/Affirmative Action Officer  
Lumber River Council of Governments  
30 CJ Walker Road  
Pembroke, North Carolina 28372  
910/618-5533 [ TT: 800/735-2962 VOICE: 800/735-8200 ]

The EO/AAO will meet with the complainant and other concerned parties within 30 days from receipt of the written complaint. Grievance hearing procedures shall include the following: Reasonable notice to all parties by registered or certified mail; A statement of the date, time, and place of the hearing; A statement of the authority and jurisdiction under which the hearing is to be held; A reference to the particular section of the Act, regulations, grant or other agreements under the Act involved; Notice to the parties of the specific charges involved; The right of both parties to be represented by counsel; The right of each party to present evidence, both written and through witnesses; The right of each party to cross examination; The right of an impartial decision maker who has not been directly involved in the events from which the complaint arose; and a written decision must be rendered within the prescribed time frame. Complete records and documentation will be kept in each contested case, including minutes of testimony, data submitted, findings, appeals, and final decisions. After the hearing, a written report will be provided to the complainant within 40 days after receipt of the written complaint, stating the complaint, the issues involved, and the EO/AAO's decision. A copy of the report will be kept in the LA's administrative files.

3. If the complainant is not satisfied with the results of the hearing with the EEO/AAO, an appeal may be made in writing to the Lumber River Workforce Development Consortium within 10 days. A statement, such as, "I wish to appeal the attached determination," signed and dated, with a copy of the EEO/AAO's hearing report attached is adequate. This appeal should be addressed and sent to the Lumber River Workforce Development Consortium at the following address:

Patricia Hammonds, LA Administrator  
Lumber River Council of Governments  
30 CJ Walker Road  
Pembroke, North Carolina 28372  
Phone: 910/618-5533 [ TT: 800/735-2962 VOICE: 800/735-8200 ]

The LA Administrator will arrange for a review of the EO/AAO's hearing report with a Review Committee composed of the Lumber River Council of Governments' Executive Director, Lumber River Council of Governments' Board Chairman and Lumber River Workforce Development Board's Chairman. A decision must be made by the Lumber River Workforce Development Consortium Review Committee no later than 60 days from the filing of the original written complaint.

4. If the complainant does not receive a decision at the local level within 60 days of the filing of the complaint or receives an unsatisfactory decision on the appeal to the Lumber River WDC, the complainant has the right to request a review of the complaint by the NC Department of Commerce, Division of Workforce Solutions. Such requests must be filed in writing within 10 days of receipt of the adverse decision or 10 days from the date on which the complainant should have received a decision, whichever is earlier. Requests for such review should be submitted to:

Deputy Secretary  
Division of Workforce Solutions  
313 Chapanoke Road, Suite 120  
4316 Mail Service Center  
Raleigh, North Carolina 27699-4316  
Phone: 919/814-0419 or 1-800/562-6333 [ TT: 800/735-2962 VOICE: 800/735-8200 ]  
ATTENTION: Mose Dorsey

The Division of Workforce Solutions will conduct a review of the complaint and issue a decision within 40 days from the date of receiving the review request. With the exception of complaints alleging violations of the labor standards at Section 188 of the Act, the Division of Workforce Solutions' decision is final unless the Secretary of Labor exercises the authority for Federal-level review.

5. Should the Division of Workforce Solutions fail to provide a decision as required, the complainant may request from the Secretary of Labor a determination as to whether reasonable cause exists to believe the Act or its regulations have been violated. The request for a determination must be submitted in writing to the Secretary within 40 days of the date the Division of Workforce Solutions' decision should have been issued. The complaint shall contain the following: full name, address and telephone number of the complainant; full name and address of the person against whom the complaint is made, if applicable; a clear and concise statement of the acts considered to be a violation, including the date filed with the Division of Workforce Solutions and the date on which the decision should have been issued and an attestation that no decision was issued; the provisions of the Act, regulations, grant or other agreement under the Act believed to have been violated; and other information that will help explain and resolve the complaint such as information concerning remedies and sanctions sought outside the Act.

The Secretary shall act within 120 days of receipt of a request and, where appropriate, direct the Division of Workforce Solutions to take further action pursuant to State and local procedures. The Division of Workforce Solution has 60 days to comply.

#### COMPLAINTS ALLEGING VIOLATIONS OF SECTION 188 OF THE WIOA ACT

Complaints alleging violations of Section 188 of the Act shall follow the same procedures as other non-criminal program complaints except that they may be submitted to the Secretary of Labor by either party to the complaint when the complainant has exhausted the grievance procedures established at the State and local level. A person alleging a violation of Section 188 of the Act, as an alternative to processing the grievance under procedures established in this policy, may submit the grievance to a binding arbitration procedure, if a collective bargaining agreement covering the parties to the grievance so provides. A person electing to have his/her Section 188 labor standard violations processed under binding arbitration provisions: 1) shall choose binding arbitration before, and in lieu of, initiating a complaint under other grievance procedures established under this policy, and 2) may not elect binding arbitration for a complaint that previously has been or is subject to any other grievance procedures established under the Act. Binding arbitration decisions under the provisions of Section 144(e) of the Act are not reviewable by the Secretary of Labor.

#### ALLEGED DISCRIMINATION COMPLAINTS

Any person who believes that he/she or any specific class of individuals has been or is being: (1) excluded from participation in; (2) denied benefits of, (3) subjected to discrimination under, or (4) denied employment in the administration of or in connection with any WIOA Title I-funded program or activity, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in the Workforce Innovation and Opportunity Act (WIOA) may file a written complaint. The complaint may be filed by the person or a representative. The complaint may be filed either with the local Consortium or with the Director of the Civil Rights Center(CRC). Any person who elects to file his/her complaint with the Consortium must allow the subrecipient 40 days to process the complaint and allow 50 days for the Division of Employment and Training to receive and review the complaint, if applicable. A complaint filed based on the above grounds must be filed within 180 days of the alleged discrimination, unless extended by the Director of the Civil Rights Center, for good cause shown. Each complainant and respondent has the right to be represented by an attorney or other individual of his/her own choice. Complaints will be filed in a similar fashion to non-criminal complaints as outlined above and on the preceding page beginning with the EO Officer, except that such complaints must be processed at the local and state levels within 90 days from the date the complaint was filed. All complaints alleging discrimination on the basis of disability will be handled as follows:

- a. Local hearings must be conducted within 15 days of filing;
- b. Local decisions must be made no later than 40 days from the date of filing;
- c. If there is no decision within 40 days of filing the complaint or the decision is unsatisfactory, the complainant may request a review by the Governor (or his/her agent) -- (See address in Item 4. above). Such requests must be filed with 10 days of receipt of the unsatisfactory decision or 10 days from the date a decision should have been made, whichever is earlier;
- d. All complaints must be in writing, signed by the complainant or authorized representative and include the following information: Name, Address, telephone or TTY number of the complainant; Name and address of the person or agency against whom the complaint is made; A clear, concise statement of the act or acts considered to be a violation; in regards to disability, a statement or supporting evidence that the complainant is disabled; and Other pertinent information available which will assist in explaining or resolving the complaint;
- e. The Division of Workforce Solutions will review the complaint and issue a decision within 40 days from receipt of review request;
- f. Should the Division of Workforce Solutions provide a decision unsatisfactory to the complainant or fails to provide one, the complainant may file a complaint with the Director of the Civil Rights Center of the U.S. Department of Labor (see address below). Such requests must be submitted within 30 days of the Division of Workforce Solutions' decision or 120 days from the date the complaint was initially filed at the local level, whichever is earlier. Requests must contain the same information as described in item (d.) above.

Complaints filed with the Director of the Civil Rights Center shall be mailed to:

Director of the Civil Rights Center (CRC)  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Room N-4123  
Washington, D. C. 20210

The complainant shall have the choice of pursuing the customary investigation process outlined above or using the alternative dispute resolution process. The Consortium has selected the mediation process as its alternative dispute resolution. If parties do not reach an agreement under alternative dispute resolution at the subrecipient, Local Area level, or state level, the complainant may file a complaint with the Director of the Civil Rights Center.

#### EACH LEVEL OF OPERATION MUST PROVIDE:

- ♦ Written and reasonable notice of the hearing, stating the date, time, and place of the hearing, to the complainant and all parties involved, and for all complaints to be handled as quickly as possible.
- ♦ The right of the complainant and all parties involved to be represented at each level of the hearing process, provide witnesses, and present evidence.
- ♦ An impartial adjudicator and a written decision giving the findings of fact and the reasons for the decision.
- ♦ Information to the complainant regarding his/her right to file a complaint with the next level of appeal operation.

I have reviewed the WIOA Employee Rights, Benefits, and Complaint Procedures form or I have had it explained to me by the Program Representative designated below. I understand my rights, benefits, and the procedures through which complaints are resolved and I have received a copy of this form.

WIOA Staff Signature: \_\_\_\_\_

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

WIOA

Representative: \_\_\_\_\_

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

LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

APPLICANT/PARTICIPANT RIGHTS, BENEFITS AND COMPLAINT PROCEDURES

**NOTICE TO PARTICIPANT:** Read this form carefully so that you are aware of your rights and benefits as an applicant/participant in the WIOA Program. If you do have a complaint about the WIOA Program or program activity, follow the process listed on this form under "COMPLAINT PROCEDURES".

CIVIL RIGHTS

No action may be taken in selecting applicants/participants, in assigning them to services, an employment or training site, or in exiting them from a WIOA activity if such action is based on discrimination with regard to race, color, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), age, religion, disability, national origin (including limited English proficiency), citizenship status, political affiliation or belief.

ADDITIONAL RIGHTS AND BENEFITS

- ◆ Each participant, before starting WIOA sponsored services, training or employment, shall be informed of all rights and benefits to which the participant may be entitled in connection with such training or employment, as well as pay procedures, time limits and goals of the program. This shall be done in a program orientation session.
- ◆ Each participant shall be informed of the complaint and hearing procedures applicable to the WIOA activity in which he/she is enrolled. The right to file a complaint about any aspect of WIOA is granted by law to all participants.
- ◆ Each participant will receive individualized counseling services and be an active partner in the development of an Individual Service Strategy (ISS), based on individual service strategies developed for the participant. The participant shall receive a copy of the ISS.
- ◆ Each participant shall be assured of worker's compensation or of comparable insurance coverage, as appropriate.
- ◆ Participants will not be permitted to work, be trained, or receive services under conditions that are unsanitary or hazardous in any way to their health or safety.
- ◆ Participants will be paid for work at a rate not less than the Fair Labor Standards, or state or local minimum wage, whichever is highest.

COMPLAINT PROCEDURES (Non-Criminal Complaints)

1. Complainants may file a written grievance about any aspect of their WIOA participation. A complaint should be addressed to the Program or Agency Director who will arrange an informal meeting for the purpose of resolving the complaint. The informal meeting is not a hearing. Some issues will be referred to the training institution, while others will be referred to the participant's employer, as applicable. Except for complaints alleging fraud, criminal activity, or discrimination, complaints shall be made within one year of the alleged occurrence.
2. If the complaint is not informally resolved, a request for a hearing may be submitted. The request must be filed in writing, signed and dated by the complainant or authorized representative, and include the following information: Full name, address, and telephone/TTY number of the complainant; Full name and address of the person or agency against whom the complaint is made; A clear, concise statement of the acts considered to be a violation; In regards to disability, a statement or supporting evidence that the complainant is disabled; and Other information that will help explain and resolve the complaint. The complaint must be addressed and sent to the Lumber River Workforce Development Consortium at the following address:

Ms. Janet Robertson, Equal Opportunity/Affirmative Action Officer  
Lumber River Council of Governments  
30 C.J. Walker Road  
Pembroke, North Carolina 28372  
910/618-5533 [ TT: 800/735-2962 VOICE: 800/735-8262 ]

The EO/AAO will meet with the complainant and other concerned parties within 30 days from receipt of the written complaint. Grievance hearing procedures shall include the following: Reasonable notice to all parties by registered or certified mail; A statement of the date, time, and place of the hearing; A statement of the authority and jurisdiction under which the hearing is to be held; A reference to the particular section of the Act, regulations, grant or other agreements under the Act involved; Notice to the parties of the specific charges involved; The right of both parties to be represented by counsel; The right of each party to present evidence, both written and through witnesses; The right of each party to cross examination; The right of an impartial decision maker who has not been directly involved in the events from which the complaint arose; and a written decision must be rendered within the prescribed time frame. Complete records and documentation will be kept in each contested case, including minutes of testimony, data submitted, findings, appeals, and final decisions. After the hearing, a written report will be provided to the complainant within 40 days after receipt of the written complaint, stating the complaint, the issues involved, and the EO/AAO's decision. A copy of the report will be kept in the LA's administrative files.

3. If the complainant is not satisfied with the results of the hearing with the EEO/AAO, an appeal may be made in writing to the Lumber River Workforce Development Consortium within 10 days. A statement, such as, "I wish to appeal the attached determination," signed and dated, with a copy of the EEO/AAO's hearing report attached is adequate. This appeal should be addressed and sent to the Lumber River Workforce Development Consortium at the following address:

Patricia Hammonds, LA Administrator  
Lumber River Council of Governments  
30 C.J. Walker Road  
Pembroke, North Carolina 28372  
Phone: 910/618-5533 [ TT: 800/735-2962 VOICE: 800/735-8262 ]

The LA Administrator will arrange for a review of the EO/AAO's hearing report with a Review Committee composed of the Lumber River Council of Governments' Executive Director, Lumber River Council of Governments' Board Chairman and Lumber River Workforce Development Board's Chairman. A decision must be made by the Lumber River Workforce Development Consortium Review Committee no later than 60 days from the filing of the original written complaint.

4. If the complainant does not receive a decision at the local level within 60 days of the filing of the complaint or receives an unsatisfactory decision on the appeal to the Lumber River WDC, the complainant has the right to request a review of the complaint by the NC Department of Commerce, Division of Workforce Solutions. Such requests must be filed in writing within 10 days of receipt of the adverse decision or 10 days from the date on which the complainant should have received a decision, whichever is earlier. Requests for such review should be submitted to:

Deputy Secretary  
Division of Workforce Solutions  
313 Chapanoke Road, Suite 120  
4316 Mail Service Center  
Raleigh, North Carolina 27699-4316  
Phone: 919/814-0419 or 1-800/562-6333 [ TT: 800/735-2962 VOICE: 800/735-8262 ]  
ATTENTION: Mose Dorsey



The Division of Workforce Solutions will conduct a review of the complaint and issue a decision within 40 days from the date of receiving the review request. With the exception of complaints alleging violations of the labor standards at Section 188 of the Act, the Division of Workforce Solutions' decision is final unless the Secretary of Labor exercises the authority for Federal-level review.

5. Should the Division of Workforce Solutions fail to provide a decision as required, the complainant may request from the Secretary of Labor a determination as to whether reasonable cause exists to believe the Act or its regulations have been violated. The request for a determination must be submitted in writing to the Secretary within 40 days of the date the Division of Workforce Solutions' decision should have been issued. The complaint shall contain the following: full name, address and telephone number of the complainant; full name and address of the person against whom the complaint is made, if applicable; a clear and concise statement of the acts considered to be a violation, including the date filed with the Division of Workforce Solutions and the date on which the decision should have been issued and an attestation that no decision was issued; the provisions of the Act, regulations, grant or other agreement under the Act believed to have been violated; and other information that will help explain and resolve the complaint such as information concerning remedies and sanctions sought outside the Act.

The Secretary shall act within 120 days of receipt of a request and, where appropriate, direct the Division of Workforce Solutions to take further action pursuant to State and local procedures. The Division of Workforce Solution has 60 days to comply.

#### COMPLAINTS ALLEGING VIOLATIONS OF SECTION 188 OF THE WIOA ACT

Complaints alleging violations of Section 188 of the Act shall follow the same procedures as other non-criminal program complaints except that they may be submitted to the Secretary of Labor by either party to the complaint when the complainant has exhausted the grievance procedures established at the State and local level. A person alleging a violation of Section 188 of the Act, as an alternative to processing the grievance under procedures established in this policy, may submit the grievance to a binding arbitration procedure, if a collective bargaining agreement covering the parties to the grievance so provides. A person electing to have his/her Section 188 labor standard violations processed under binding arbitration provisions: 1) shall choose binding arbitration before, and in lieu of, initiating a complaint under other grievance procedures established under this policy, and 2) may not elect binding arbitration for a complaint that previously has been or is subject to any other grievance procedures established under the Act. Binding arbitration decisions under the provisions of Section 144(e) of the Act are not reviewable by the Secretary of Labor.

#### ALLEGED DISCRIMINATION COMPLAINTS

Any person who believes that he/she or any specific class of individuals has been or is being: (1) excluded from participation in; (2) denied benefits of, (3) subjected to discrimination under, or (4) denied employment in the administration of or in connection with any WIOA Title I-funded program or activity, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in the Workforce Innovation and Opportunity Act (WIOA) may file a written complaint. The complaint may be filed by the person or a representative. The complaint may be filed either with the local Consortium or with the Director of the Civil Rights Center(CRC). Any person who elects to file his/her complaint with the Consortium must allow the subrecipient 40 days to process the complaint and allow 50 days for the Division of Employment and Training to receive and review the complaint, if applicable. A complaint filed based on the above grounds must be filed within 180 days of the alleged discrimination, unless extended by the Director of the Civil Rights Center, for good cause shown. Each complainant and respondent has the right to be represented by an attorney or other individual of his/her own choice. Complaints will be filed in a similar fashion to non-criminal complaints as outlined above and on the preceding page beginning with the EO Officer, except that such complaints must be processed at the local and state levels within 90 days from the date the complaint was filed. All complaints alleging discrimination on the basis of disability will be handled as follows:

- a. Local hearings must be conducted within 15 days of filing;
- b. Local decisions must be made no later than 40 days from the date of filing;
- c. If there is no decision within 40 days of filing the complaint or the decision is unsatisfactory, the complainant may request a review by the Governor (or his/her agent) -- (See address in Item 4. above). Such requests must be filed with 10 days of receipt of the unsatisfactory decision or 10 days from the date a decision should have been made, whichever is earlier;
- d. All complaints must be in writing, signed by the complainant or authorized representative and include the following information: Name, Address, telephone or TTY number of the complainant; Name and address of the person or agency against whom the complaint is made; A clear, concise statement of the act or acts considered to be a violation; in regards to disability, a statement or supporting evidence that the complainant is disabled; and Other pertinent information available which will assist in explaining or resolving the complaint;
- e. The Division of Workforce Solutions will review the complaint and issue a decision within 40 days from receipt of review request;
- f. Should the Division of Workforce Solutions provide a decision unsatisfactory to the complainant or fails to provide one, the complainant may file a complaint with the Director of the Civil Rights Center of the U.S. Department of Labor (see address below). Such requests must be submitted within 30 days of the Division of Workforce Solutions' decision or 120 days from the date the complaint was initially filed at the local level, whichever is earlier. Requests must contain the same information as described in item (d.) above.

Complaints filed with the Director of the Civil Rights Center shall be mailed to:

Director of the Civil Rights Center (CRC)  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Room N-4123  
Washington, D. C. 20210

The complainant shall have the choice of pursuing the customary investigation process outlined above or using the alternative dispute resolution process. The Consortium has selected the mediation process as its alternative dispute resolution. If parties do not reach an agreement under alternative dispute resolution at the subrecipient, Local Area level, or state level, the complainant may file a complaint with the Director of the Civil Rights Center.

#### EACH LEVEL OF OPERATION MUST PROVIDE:

- ♦ Written and reasonable notice of the hearing, stating the date, time, and place of the hearing, to the complainant and all parties involved, and for all complaints to be handled as quickly as possible.
- ♦ The right of the complainant and all parties involved to be represented at each level of the hearing process, provide witnesses, and present evidence.
- ♦ An impartial adjudicator and a written decision giving the findings of fact and the reasons for the decision.
- ♦ Information to the complainant regarding his/her right to file a complaint with the next level of appeal operation.

I have reviewed the WIOA Applicant/Participant Rights, Benefits, and Complaint Procedures form or I have had it explained to me by the Program Representative designated below. I understand my rights, benefits, and the procedures through which complaints are resolved and I have received a copy of this form.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

WIOA Representative: \_\_\_\_\_ Date: \_\_\_\_\_



# LUMBER RIVER WORKFORCE DEVELOPMENT BOARD

E<sup>3</sup> Economic Development ☆ Education ☆ Employment

30 CJ Walker Road, COMtech Park • Pembroke, North Carolina 28372  
Telephone (910) 618-5533 • Fax (910) 521-7576  
www.lumherrivercog.org

## LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM LRLA FISCAL MANAGEMENT POLICY 2019-09 July 1, 2019

<b>SUBJECT:</b>	Fiscal Management Policy under the Workforce Innovation and Opportunity Act (WIOA)
<b>BACKGROUND:</b>	The Fiscal Management Policy was established to adhere to the Workforce Innovation and Opportunity Act (July 22, 2014) and the OMB Uniform Guidance.
<b>PURPOSE:</b>	This policy replaces any prior policies or revised versions of the Lumber River WD Fiscal Management Policy. <b>The revision includes clarification on the procurement and contracting process; procurement cost analysis guide; and determination of reasonableness of profit in Attachment A. This revision also includes a Statement of Outreach Expenses Form.</b>
<b>ACTION:</b>	Lumber River Workforce Development Board Staff and Contractors should follow current Division of Workforce Solutions (DWS) Financial Management policies updated to reflect Workforce Innovation and Opportunity Act (WIOA) and Federal Office of Management and Budget (OMB) Uniform Guidance.
<b>EFFECTIVE DATE:</b>	Immediately
<b>EXPIRATION DATE:</b>	Indefinite
<b>CONTACT:</b>	Any questions regarding this policy should be directed to Ms. Ann Bullard, Fiscal and Evaluation Coordinator, LRCOG Workforce Development Division at (910) 775-9776.
<b>DISTRIBUTION:</b>	All LRCOG Workforce Development Division Staff and WIOA Contractors.

Patricia Hammonds

**Patricia Hammonds, Administrator  
Workforce Development Division**

Attachments: Lumber River Workforce Development Fiscal Management Policy  
Attachment A – Competitive Procurement  
Youth Program Activity Form  
Statement of Outreach Expenses Form



Bladen County • Hoke County • Richmond County

Robeson County • Scotland County

**Lumber River Council of Governments • Workforce Development Division**  
*Equal Opportunity Employer/Program*

# Financial Management Policy

## Table of Contents

<b>I.</b>	<b>Terminology.....</b>	<b>3</b>
<b>II.</b>	<b>Fiscal Control and Accounting Procedures.....</b>	<b>3</b>
<b>III.</b>	<b>Competitive Procurement</b>	
	A. Competitive Procurement Policy ( <i>Attachment A</i> )	4
	B. Request for Proposal (RFP).....	4
	C. Contract for Performance (CFP).....	4-5
<b>IV.</b>	<b>Fiscal/Cash Management</b>	
	A. Cash Drawdowns.....	5
	B. Contract/Amendments.....	5-6
	C. Initial Budgets/Carry Over Funds.....	6-7
	D. Budget Revisions.....	7-8
	E. Monitoring Compliance.....	8-9
	F. Personnel Compliance.....	9
<b>V.</b>	<b>Financial Reporting</b>	
	A. Invoicing/Cost Reimbursement.....	9-11
	B. Incumbent Worker Training Grant.....	11
	C. Transitional Jobs .....	11
	D. Work Based Learning .....	11
	E. Financial Closeout Procedures.....	12-13
	F. Program Income.....	13
<b>VI.</b>	<b>Audit</b>	
	A. Audit Requirements.....	13
	B. Audit Resolutions.....	13-14
<b>VII.</b>	<b>Property Procedures</b>	
	A. Equipment and Property Management....	15
	B. Acquisition by Purchase.....	15
	C. Lease Equipment.....	15
	D. Computer Equipment.....	16
	E. Acquisition by Transfer.....	16
	F. Property Maintenance.....	16
	G. Disposition of Property.....	16-17
	H. Inventory.....	18
	I. Missing, Stolen or Damaged Property.....	18
<b>VIII.</b>	<b>Consultants/Professional Services.....</b>	<b>18-19</b>
<b>IX.</b>	<b>Technical Assistance.....</b>	<b>19</b>
<b>X.</b>	<b>Conflict of Interest/Nepotism Policy.....</b>	<b>19-20</b>
<b>XI.</b>	<b>Insurance and Bonding.....</b>	<b>20</b>
<b>XII.</b>	<b>Program Requirements and Restrictions.....</b>	<b>21</b>
<b>XIII.</b>	<b>Suspension of Funding List (SOFL).....</b>	<b>21</b>

**FISCAL MANAGEMENT POLICY**  
***Lumber River Workforce Development Division***  
*Updated: July 1, 2019*

**I. Terminology**

<b>LRWDB</b>	<b>–Lumber River Workforce Development Board</b>
<b>LRWDD</b>	<b>–Lumber River Workforce Development Division</b>
<b>LRWDC</b>	<b>–Lumber River Workforce Development Consortium</b>
<b>LRCOG</b>	<b>–Lumber River Council of Governments</b>
<b>CONTRACTOR</b>	<b>–Recipients of WIOA Funds through contracts</b>
<b>RFP</b>	<b>–Request for Proposals</b>
<b>CFP</b>	<b>–Contract for Performance</b>
<b>WIOA</b>	<b>–Workforce Innovation and Opportunity Act</b>
<b>LA</b>	<b>–Local Area</b>
<b>DWS</b>	<b>–Div. of Workforce Solutions, NC Dept. of Commerce</b>
<b>OMB</b>	<b>–Office of Management and Budget</b>
<b>CFRs</b>	<b>–Code of Federal Regulations</b>

**II. Fiscal Control and Accounting Procedures:**

The fiscal control and accounting procedures are based on generally accepted accounting principles. The LA complies with the Local Government and Fiscal Control Act. The Contractor shall use accounting and recordkeeping procedures that assure proper accounting of funds, permit accessibility and verification in monitoring, performance evaluation and audit. The Contractor **must** assure compliance with the provisions of the WIOA and its regulations as applicable; the provisions of the WIOA contract; the applicable federal, state and LRWDB policies; the WIOA contract regarding record maintenance; and compliance with applicable OMB Uniform Guidance Circular and CFRs. The Contractor must also ensure that records are maintained which support all expenditures of WIOA funds and confirm adherence to policies regarding allowable costs and allocations of costs to **appropriate** cost categories.

LRWDB operates on a fiscal year basis beginning on July 1 and ending on June 30 (ex. July 1, 2019 – June 30, 2020) unless otherwise stated.

LRWDB operates on a cost reimbursement system. Contractors may request a one-time cash advance during the contract period to be used for initial start-up costs for that program year. The one-time advance can equal no more than a program's total budget divided by the number of months the contract is for. {For example: Contract period July 1, 2018 – June 30, 2019; total fund budget of \$120,000 = one-time advance would be \$120,000 / 12 months = \$10,000.} **NOTE: advances will be deducted from contractor's request for reimbursement in the last few months of the fiscal year based on the amount of the advance.**

### **III. Competitive Procurement**

#### **A. Lumber River Workforce Development Consortium Procurement Procedures:**

See Attachment A – LRWDC Competitive Procurement Procedures

**NOTE: Procurement by competitive proposal shall be the primary method of procurement for Lumber River Workforce Development Board.**

#### **B. Request for Proposal (RFP's):**

A Request for Proposal packet will be made available during the specified time for any agency desiring to operate a project under the LRWDB. The RFP packet will also include a 'Response Package Cover Sheet'; a 'Budget Summary' form(s) and the 'Budget Planning Worksheets'. All of the budget packet must be completed in its entirety for each project for which the operator is submitting a proposal.

The contracts will be awarded through the competitive bid process. LRWDB staff and board committee(s) will evaluate proposals. Final selection of program operators will be determined by the full LRWDB.

Upon proposal acceptance by the LRWDB, appropriate WD staff will prepare contracts in duplicate for execution. The contracts will include the dollar amount for each individual project contracted, appropriate CFDA numbers, and all appropriate signatures. After obtaining all signatures, an original will be returned to the contractor to be placed in the WIOA Administrative file.

Based on funding availability, the option to extend the contract for a second and/or third year exists with the opportunity for re-negotiation to be initiated verbally or in writing by the LRWDB at least thirty days before the expiration date of the current contract. In order for the LRWDB to exercise its second and/or third year option, the contractor must meet performance requirements as outlined in the contract. However, the LRWDB is not bound to exercise a second and/or third year contract solely on stated performance criteria. SEE CFP SECTION.

#### **C. Contract for Performance (CFP's):**

Per the Lumber River Workforce Development Plan, the LRWDB has the authority to continue contracting with current contractors for two additional years without benefit of competitive procurement not to exceed a total of three years. Each renewal shall be limited to a one-year period. Renewals will be negotiated based on previous program operations, performance accountability and cited monitoring findings in the areas such as fiscal, programmatic and reporting requirements/NCWorks Online System.

If applicable, a Contract for Performance packet will be made available during the specified time for current contractors desiring to continue to operate a project under the LRWDB. The CFP packet will also include a 'Response Package Cover Sheet'; a

'Budget Summary' form(s) and the 'Budget Planning Worksheets'. All of the budget packets are to be completed in its entirety for each project/each county for which the operator is submitting a proposal. LRWD Staff and board committee(s) will evaluate the proposals for completeness and accuracy. Final approval of operator proposals will be determined by the LRWDB.

Upon CFP acceptance by the LRWDB, appropriate WD staff will prepare contracts in duplicate for execution. The contracts will include the dollar amount for each individual project contracted, CFDA numbers and all appropriate signatures. After obtaining all signatures, an original will be returned to the contractor to be placed in the WIOA Administrative file.

### **Procurement by Non-competitive Proposals:**

**See Attachment A – LRWDC Competitive Procurement Procedures**

### **Procurement by Small Purchase Procedures:**

**See Attachment A – LRWDC Competitive Procurement Procedures**

## **IV. FISCAL/CASH MANAGEMENT**

### **A. Cash Drawdowns:**

Upon receipt of contractor monthly invoices and required backup documentation, the invoices will be processed for contractor reimbursements and submitted to the Lumber River Finance Director for payment. The Finance Director will prepare a "cash drawdown" request.

\*WIOA: Requests submitted via NCWISE by 11:59 p.m. on Monday will be deposited on the following Friday, unless otherwise stipulated by DWS.

**\*NOTE: Funds must be requested and deposited into LRCOG's account prior to issuing contractor/other payments. Please allow a turnaround period of at least two weeks for receipt, processing and payment of invoices.**

### **B. Contracts/Contract Amendments:**

Upon proposal acceptance and contract award from the LRWDB, the appropriate WD staff person will prepare contracts in duplicate for execution. The contracts will include the dollar amount for each individual project contracted, CFDA numbers and all appropriate signatures. After obtaining all signatures, an original will be returned to the contractor to be placed in the contractor's administrative file. A copy will also remain at the LA level.

If a contractor's project budget total changes, a contract amendment must be executed. This change could occur, but not limited to, reduction in available funding, increased availability of funding or voluntary transfer of funds.

The contract amendment is a one-page document that includes the amendment number, the new budget totals and the reason for the modification. The contract amendment requires the **same** signatures as the initial contract. Once the signatures have been obtained, an executed copy will be returned to the contractor to be included in the contractor's administrative file. A copy will also remain at the LA level.

The contractor **must** perform in a manner satisfactory to the LRWDB and within Federal, state and local laws and policies, the services described in detail in the contractor's RFP/CFP proposal as approved and/or subsequent approved amendments.

### **C. Initial Budgets and Carry Over Funds Budgets:**

Program funds will be contracted to service providers, with line item budgets prepared for each funding source as approved by the LRWDB.

All costs incurred by the contractor under staff costs line items must comply and stay within budgeted amounts in the line item budget in the contractor's application or in an approved amended budget. Any overages within these line items will not be reimbursed if not in receipt of LRWD Administrator approval prior to overage.

Unless otherwise directed by the Local Area, budget amounts in any other line item may be exceeded by a maximum of ten percent of the line item budget amount without the written approval of the Local Area, provided that the subtotal budgeted for program and the subtotal budgeted for administration and the budgeted total project costs are not exceeded. All budgets that have line items with excesses (less than the 10% limitation) will be revised at the end of the program year to reflect actual expenditures. Once a line item exceeds its line item budget by 10% or more, a budget revision must be completed and submitted for review and approval prior to any additional reimbursements being made.

The Adult/Dislocated Worker budgets are to reflect as follows: 50% of total Contractor budget maximum for Non-Direct Services (Staff Costs) and 50% minimum within the Direct Services, unless otherwise approved by LRWD Administrator/LRWDB.

The WIOA Youth budgets are to reflect as follows: 25% maximum In-School / 75% minimum Out of School.

The budget packet consists of the following: Budget Summary form(s); and the Budget Planning Worksheets.

- ❑ **The Budget Summary form(s) is the summary of all line item budgets.**
- ❑ **The Budget Planning Worksheets will serve as the detailed breakdown of each line item budget. All appropriate areas should be answered completely to include an itemization of the costs listed for that line item if specified.**

**NOTE: Budget packets are in Excel format and have built-in formulas.**

The submitted budgets will be reviewed by the LRWDB Evaluation Committee/LRWD Youth Committee and/or the appropriate LRWDD staff person(s) for completeness and accuracy. If all requested information is not included or if there are questions or concerns, additional clarification will be requested.

Contractors are to comply with the OMB Uniform Guidance: Administrative Requirements, Cost Principles and Audit Requirements and use internal controls to avoid incurring unallowable costs and/or over expending line item budgets. The appropriate LRWDD staff person(s) will review the contractor's year to date expenditures on a monthly basis and will bring to the contractor's attention of any line item overages. Copies of contractor monthly invoices and WD in-house fiscal reports will be provided to the appropriate WD Program staff by the Evaluation & Fiscal Coordinator for review of allowable costs/accuracy on a monthly basis as well. LRWDD staff are responsible for review of reported expenditures and will bring to the attention of the contractor any concerns and/or questionable costs. When a line item is over expended, a budget revision will be requested from the contractor. The LRWDD staff person may ask for copies of actual invoices for explanation of such cost at any time.

#### **D. Budget Revisions:**

The Budget Summary form(s) and the Budget Planning Worksheets are the appropriate forms to use to prepare a budget revision. NOTE: **The forms should be noted that it is a revision and a summary sheet explaining the revision must be attached to the forms.** The Budget Summary should have the actual date of revision on it as appropriate.

The Budget Summary form and the Budget Planning Worksheets should always be completed in their entirety during the revision; the Budget Summary form(s) should always equal the total budget for that specific project. {For example: your total project budget is \$110,000; you need to move \$500 from the other program costs line item 1070 to the Individual Training Accounts line item 1030 to cover an overage; the summary form(s) would show the change in the two line items and the total of the summary form(s) should equal to the total of that project budget which is \$110,000}. Budget revisions should be completed immediately when an overage occurs. During a revision, make changes to the specific sections of the Budget Planning Worksheets that correspond with the requested revision. {For example: if you need to move monies from the other program costs line item 1070 to the Individual Training Accounts line item 1030, make changes to these two sections of the Budget Planning Worksheets}.

If a contractor decides to make changes in the proposed operation of a project or wants to obligate monies for costs not included in the approved budget, a narrative and a budget revision should be completed following the same guidelines as above, and submitted to the LRWDD Program Services Director for review. The Program Services Director will present the revision to the WD Administrator for final approval. Budget revision approvals must be received prior to any obligations being incurred.

**NOTE: The Workforce Development Administrator approves budget revisions.**

Upon approval, a copy of the above will be provided to the WIOA Contractor and all appropriate LRWD staff. It is stressed that all front-line staff should receive a copy of



the most updated approved budget in order to operate appropriately. This task will be at the discretion of the WIOA Contractor Supervisor in order to black out personnel areas of the budget as appropriate.

**E. Monitoring: (also see actual Contract for Services)**

Contractors and any subcontractors must cooperate with any monitoring, inspection, audit or investigation of activities related to WIOA contracts. These activities may be conducted by the North Carolina Division of Workforce Solutions, North Carolina Office of Management and Budget, the State of North Carolina, the U.S. Department of Labor and the LRWDB, and/or their designated representatives. This cooperation includes access to the premises for the purpose of interviewing employees or participants and permitting the examination of, and/or photocopying of books, records, files, or other documents related to the contractual agreement.

The Contractor assures that appropriate administrative procedures, fiscal controls and records are maintained, that contract terms and conditions are being fulfilled and that personnel and equal opportunity requirements are being met.

LRWDD staff will monitor each contractor at least once per program year. Additional monitoring may take place at the discretion of the LRWDD/LRWDB. LRWDD may request/require contractors to submit copies of all or a portion of monthly expenditure documentation for monthly desk reviews to coincide with reimbursement of expenditures.

The LRWDD will provide the Contractor with written notification of deficiencies discovered in the monitoring review and provide the Contractor with reasonable time to take corrective action. Reasonable time need not be given where there is a suspicion of criminal conduct or gross misconduct and specific deficiencies need not be identified where the matter has been referred to an investigatory or prosecutorial agency.

The contractor's books of account will be the books of record and the basis for financial reporting. These books will be reviewed during the monitoring visit with random samples of documentation requested. Copies of the contractor's books of account and backup documentation of costs for the WIOA projects may be requested for inclusion to the contractor's fiscal monitoring file.

Expenditures will be monitored for allowable costs and compliance with the budget with cost limitations and allocation of costs between projects and activities. The contractor will be given an opportunity to correct and/or rebuke any areas cited within 15 days of receipt of written report. Contractor monitoring reports and contractor responses will be presented to the LRWDB Evaluation Committee/Youth Committee and/or the LRWDB its review.

The failure of the LRWDD to discover or notify the Contractor of deficiencies does not relieve the Contractor of its obligation to maintain administrative and fiscal management, assure equitable personnel policies and nondiscrimination, and satisfy statutory, regulatory or contractual requirements.

The Contractor is responsible for all funds received under contract. The Contractor shall repay the LRCOG from non-federal funds within 10 days any amounts expended under contract that are determined to be disallowable by the LRWDD, LRCOG, NC Office of Management and Budget, State or the USDOL.

#### **F. Personnel Compliance:**

The Contractor assures that as a condition to the award of a contract that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: the Workforce Innovation and Opportunity Act of 2014, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor shall also assure that it complies with its agency's personnel/hiring policies, as well.

### **V. FINANCIAL REPORTING**

#### **A. Invoice and Cost Reimbursement Procedures:**

LRWDD will provide each contractor with an electronic version of the following forms via cd or email: 'Monthly Invoice' form and the 'Backup Sheet'. LRCOG runs accounts payable checks each Friday. Time is allotted to allow LRWD staff to receive, review and process contractor monthly invoices. Fund drawdowns are allowed once per week to be keyed by Monday at 11:59 p.m. in order for funds to be received into the LRCOG bank account on the Friday of the same week, unless otherwise stated by the DWS. Contractors are to allow LRCOG at least a two week turnaround period for invoices to be received, reviewed, processed and funds drawn. Once the funds have been deposited into the LRCOG account, payment/reimbursement will be issued to the contractor via mail.

The Contractor **must** submit a Monthly Invoice form along with a detailed Backup form to the LRWDD for review for allowable expenses incurred on a monthly basis, **no later than the 15<sup>th</sup>** of the following month. In order to provide adequate expenditure information to the LRWDB, contractors **must** also include any accruals on the monthly invoice. Any WIOA refund(s) the contractor receives during the fiscal year should be credited back to the appropriate fund and shown in detail on the backup form in the month the credit is issued. **Note: Youth Contractors must include the Youth Program Activity Form with invoices. Note: All Contractors must submit check stubs with OJT invoices and timesheets monthly for payment. Failure in compliance with this requirement will delay process of invoice payments reimbursable to the Contractor.**

The backup form **must** be completed to include each individual check number, the check amount, to whom payment was made and type of payment. Contractor invoices will be reviewed by the appropriate LRWDD staff and submitted for payment to the LRCOG Finance Office. LRWDD **requires** contractors to submit copies of all monthly expenditure documentation for monthly desk reviews to coincide with reimbursement of expenditures. LRWDD also **requires** contractors to report accruals monthly due to de-obligation of funds. The Finance Office staff will prepare the check and mail to the contractor.

**NOTE:**

- Staff Costs line items will not be reimbursed for more than is listed in the most recent approved budget.
- The monthly reimbursement will be delayed until a budget revision is submitted and approved when any other line item is exceeded by 10% or more or when a cost is questionable.
- Overpayment of a participant timesheet will be deducted from the contractor's monthly invoice amount. It will be the responsibility of the contractor to recoup the overpayment.
- Equipment is to be purchased only after prior approval is granted by the LRWDD and/or DWS in the budget process. Please adhere to the Property Management Policies. Equipment purchased with WIOA funds remain the property of the LRWDB and will be inventoried by the LRWDD. Copies of actual invoices to include serial numbers, model numbers, per unit costs and descriptions should accompany the monthly contractor invoice when equipment is purchased. Reimbursement will not be issued until this information is received.

The appropriate LRWDD staff will update a 'Project Monthly Financial Report' each month from the contractor's invoice. This report includes the line item budget totals, line item year-to-date expenditures and line item budget balances. A copy of this report will be attached to the check mailed to the contractor, as well as, emailed to the Contractor Supervisor. This report is a good source for the contractor to monitor expenditures and budget balances also.

**NOTE: Any cash advances made to contractors by LRCOG will be reconciled from the contractor's monthly invoice payment at least by the end of the fiscal year (June 30) but may be as early as deemed necessary by LRWD staff to fully recoup advance.**

Contractor expenditures are reported to the Evaluation Committee/Youth Committee and/or the LRWDB on a bi-monthly basis. Also, the Fiscal & Evaluation Coordinator conducts month end closeouts of expenditures which include reporting to the state. Therefore, it is important that Contractors submit monthly invoices and accruals on a timely basis. Contractor staff should be prepared to answer any questions concerning expenditure levels by LRWD staff and the LRWDB.

**NOTE:** Accurate and timely reporting of expenditures and obligations is necessary to properly manage fiscal compliance. Monthly invoices must include accruals. Contractors are to develop an internal system to properly manage obligations of funds. The system should include an ability to de-obligate based on actual funds expended per participant in order to effectively track and manage budgets versus expenditures.

**Youth Work Experience- 20% Spending Requirement**

Lumber River Youth Program Service Providers must expend not less than 20 percent of the funds allocated to them to provide in-school youth and out-of-school youth with paid and unpaid work experiences. Service Providers must track program funds spent on paid and unpaid work experiences, including wages and staff costs for the development and management of work experiences, and report such expenditures as part of the local WIOA youth financial reporting. The percentage of funds spent on work experience is calculated based on the total local area youth funds expended for work experience, rather than calculated separately for in-school and out-of-school youth. The 20 percent spending requirement is calculated after administrative costs have been subtracted from the total amount of youth funds.

**B. Incumbent Worker Training Grant Report (IWT):**

Incumbent Worker Training Grant contractors are to adhere to the policies and procedures as set forth in the Fiscal Management Policy. LRWDD appropriate staff will complete and submit as required the IWT Report to the Division of Workforce Solutions.

**C. Transitional Jobs:**

Not more than 10 percent of the funds allocated to the local area can be used to provide Transitional Jobs as defined in the Workforce Innovation and Opportunity Act of 2014. **Contractors may not expend more than 10 percent of their budget on Transitional Jobs.**

**D. Work Based Learning:**

Not less than 20 percent of the funds allocated to the local area shall be used to provide in-school youth and out-of-school youth with; paid and unpaid work experiences which may include summer employment opportunities, pre-apprenticeship programs, internships, job shadowing, and on-the-job training opportunities. **Contractors must expend at least 20 percent of their budget on Work Based Learning Activities.**

**E. Financial Closeout Procedures:**

The appropriate LRWDD staff will provide each LRWDB Contractor with a 'Closeout Packet' at the end of each fiscal year - or at end of contract completion/final invoice. A Closeout Document must be completed for each project/funding source the contractor operates (one for Adult, one for Dislocated Worker and one for Youth).

The Closeout Document will be due to the LRWDD by the 15<sup>th</sup> of July (or at contract completion/final invoice) in order for LRWDD staff to prepare for the closeout process which is due to be completed by the end of July.

Once the closeout process is completed, reimbursements for expenses incurred in the prior fiscal year will not be reimbursed for contractors not continuing operations.

For contractors who continue program operations into the new program year, expenses incurred in the prior fiscal year will be captured within the new program year and against the new program year budget. Therefore it is imperative that contractors obtain all outstanding invoices/bills (timesheets, travel reimbursements, tuition costs, etc.) for costs incurred by June 30<sup>th</sup> and include on the June Monthly Invoice. Expenses incurred on or before June 30<sup>th</sup> should be reported with that fiscal year to the extent possible.

The Closeout Document is a two page document that is to be submitted along with the June Invoice. It should be completed in its entirety. Section 4-V of the Closeout Document should equal the contractors June invoice.

The Closeout Document is required as part of the closeout process and must accompany the June invoice. Once the closeout document is reviewed, final payment will be issued.

If a contractor who is not continuing to operate the WIOA program(s) in the new fiscal year receives any refund of costs for the prior fiscal year after the closeout process has been completed, (ex. a refund of tuition from where a participant drops a class), a check should be issued to the LRCOG along with an explanation. The LRWDD staff will then contact DWS/USDOL for guidance as to how to handle the refund, but in most circumstances will be credited back to the appropriate funding stream in-house for use in current year operations.

#### **F. Program Income:**

Funds generated by services funded under this Contract, except for OJT, are program income, as is interest earned. Program income shall be calculated in a manner acceptable to the State and LRWDB/COG and in accordance with generally accepted accounting principles consistent with the current or reasonable accounting capabilities of the Contractor generating the program income, and program income shall be treated for all purposes as funds under this Contract. The Contractor is responsible for reporting program income as is required by the State and that adequate records to calculate program income are maintained. Program income may be retained only if such income is added to the funds committed to the particular contract under which it was earned and such income is used for allowable grant funded purposes and under the terms and conditions, including cost categories and limitations, applicable to the use of the contract funds. Program income shall be used prior to the submission of the final report for the funding period of the program year to which the earnings are attributable.

## **VI. Audit**

### **A. Audit Requirements: WIOA**

Non-Federal sub recipients that expend \$750,000.00 or more in a year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Uniform Guidance 2 CFR Part 200 Subpart F 200.501 Audit Requirements (Administrative Requirements, Cost Principles, and Audit). The payments received for goods or services provided as a vendor would not be considered Federal awards.

Each agency is responsible for arranging its own independent audit. In procuring audit services, auditees shall follow the procurement standards in 200.317 Procurement by states through 200.326 Contract provisions of Subpart D-Post Federal Award Requirements of this Part or the FAR (48 CFR Part 42), as applicable.

For-profit sub recipient (commercial organizations) audits shall be either:

1. An independent financial and compliance audit of Federal awards that includes coverage of WIOA title I within its scope, and is conducted and prepared in accordance with generally accepted government auditing standards; or
2. An organization-wide audit that includes financial and compliance coverage of WIOA Title I within its scope.

Except for the provisions of biennial audits provided, audits shall be performed annually. Any biennial audit must cover both years within the biennial period. All audits shall be completed and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Unless prohibited by law, the cost of audits made in accordance with the provisions of these audit requirements are allowable charges to Federal awards. The cost of auditing a non-Federal entity which has Federal awards expended of less than \$750,000.00 per year is an unallowable Federal award cost.

For sub recipients who expend less than \$750,000 per year, case records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Unless restricted by Federal statutes or regulations, the auditee must make audit available for public inspections.

### **B. Audit Resolutions:**

The Local Area's procedures for receipt, review and resolution of sub recipients' audits including debt collection and administrative hearings for audit appeals will be in accordance with the OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements.

The Workforce Development Division Administrator/staff requests a copy of the audit for a particular program year after it has been prepared, presented by the auditor to the appropriate board, and actual adoption of the audit by the approved board. The Workforce Development Division Administrator/staff keeps a tracking log for receipt and resolution of audits. The date of receipt is logged and the audit report is passed to the Lumber River Council of Governments' Finance Director for his review of reported expenditures to our agency compared to the figures reported in the audit on the Schedule of Federal and State Financial Assistance. The Finance Director also reviews any noted compliance issues or findings. An audit review checklist is completed to record the audit review. After completion, the Finance Director returns the audit and review sheet to the WDD Administrator/staff to submit a findings and determination letter to the sub-recipient if applicable. If the findings and determination letter indicates questioned cost, the contractor has the right to request an administrative hearing. Outlined below are the procedures for the audit administrative hearing system:

### **Procedures for Audit Administrative Hearing System**

Contractors have the right to appeal the Findings and Determination of an audit where costs are deemed as being disallowed. If the Contractor desires to appeal the final determination, the calendar and process for an administrative hearing begins. The following outlines the steps and timeframes for this process:

The Contractor may file a formal request with the Lumber River Workforce Development Board for an administrative hearing regarding disallowed costs. A written request for the hearing must be submitted to the LRWDB Chairman, with a copy to the LRWDB Administrator, within fifteen (15) days from the date the contractor received the final determination letter.

The LRWDB Administrator will schedule an administrative review with the LRWDB within thirty (30) days from the date the contractor's request for a hearing is received and notify the contractor in writing of the date. At the hearing, the LRWDB may take oral or written evidence and may entertain oral or written arguments regarding the disallowed costs.

Within fifteen (15) days following the administrative hearing, the decision of the LRWDB shall be reached by majority vote in executive session.

The final determination of the LRWDB shall be rendered in writing to the contractor within forty-five (45) days following receipt of the written request for an administrative hearing. If the LRWDB's review determines questioned costs are allowed, the audit will be closed and the contractor notified in writing. If the LRWDB's review determines questioned costs are disallowed, the debt collection system is implemented.

## **VII. Property Procedures:**

### **A. Equipment and Property Management:**

The Contractor shall adhere to all State and Local procurement policies when acquiring all non-expendable property. Title to property acquired with WIOA funds vest with the Lumber River Workforce Development Board, who retains the title to the property and is responsible for the identification, accountability and inventory of such property.

Property means tangible non-expendable property, including exempt property, acquired by WIOA funds having a useful life of more than one year and an acquisition cost of \$500 or more per unit (including taxes & shipping/handling).

It is the responsibility of the Contractor to provide LRWDD with a copy of an actual invoice for property to include: Manufacturer's Name, Serial Number, Description of Item, Unit cost including taxes, shipping & handling, Location of property and date of delivery. This information will be required prior to reimbursement being issued by LRWDD.

### **B. Acquisition by Purchase:**

Property with unit costs of \$500 or more but less than \$5,000 will be approved prior to purchase by the Workforce Development Division Administrator. The approval will be in writing and complete files will be maintained on purchases. The file will include the request, approval, and a copy of the paid vendor invoice. The item will be added to the Local Area's inventory system.

**All Property with unit costs of \$5,000 or more or an aggregate purchase (a purchase of multiple items of the same product) of \$5,000 or more (taxes, shipping and handling costs included)** must have DWS approval and written certification by a Financial Monitor that the Local Area is in compliance with applicable state and federal laws and regulations, and are necessary and reasonable. All requests to DWS will be accompanied by full justification of need and include the funding source; assurance that local procurement procedures were followed and that competitive bid determined the selection of one item over another; documentation that alternative methods of acquisition have been explored; location where property will be used; exact cost of property items, including installation, taxes, shipping and handling charges.

### **C. Lease Equipment**

In order to minimize the use of Local Area funds for the purchase of non-expendable property having unit costs of \$5,000 or more, subgrantees should explore alternate methods of acquisition rather than direct purchase.

All leases with options to purchase over \$5,000 must have DWS's review and written compliance certification.



#### **D. Computer Equipment**

When submitting a request to purchase computer equipment, the unit cost must reflect the total sum of the individual cost of the components (keyboard, logic unit/ CPU, monitor/display screen, software both installed and acquired through licensing, and installation).

Software installed on computer hard drives and accessed through purchased licenses is considered an asset in 2 CFR 200 and becomes part of the computer cost.

#### **E. Acquisition by Transfer**

Property may be transferred between program operators. All transfers will be physically handled by the operators but must be reported/approved by LRWDD prior to transfer. Transportation will not be provided by the Local Area.

The transfer of property will be documented in writing and both program operators and the Local Area will sign the transfer document for audit purposes.

#### **F. Property Maintenance:**

All property will be periodically inspected by the operator's staff or qualified service representative. Records will be maintained of all service to mechanical or electrical equipment.

The records will be available for Local Area and DWS upon request. If a machine is malfunctioning, the operator will obtain a quote from a reliable service and repair facility so the Local Area can determine if it is economically feasible to repair the machine.

#### **G. Disposition of Property:**

Disposition of property will be the responsibility of the Local Area. Proper documentation of the disposition will be maintained by the Local Area for audit purposes. If the disposition is by sale (either public auction or sealed bid), the proceeds of the sale will be put back into the WIOA program as an applicable credit to the proper cost category.

Based on the DWS contract agreement that items valued at \$500 or greater must be added to the asset listing/inventory, equipment items with a current per unit fair market value of *less than \$500* may be retained, sold or disposed of with no obligation to the North Carolina Division of Workforce Solutions.

For equipment with a fair market value of ***\$5,000 or more***, recipients of WIOA funds should take the following steps as outlined in 2 CFR 200.313 (5) (e) (1) (2) (3) (4), 29 CFR 97.32 (g) and 29 CFR 95.34 (c ):

1. The recipient may use the equipment in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by federal funds.

2. If the equipment is no longer needed by the original program/project, the recipient shall use the equipment in connection with its other federally sponsored activities. Priority should be given to programs funded by the DOL Employment and Training Administration.
3. If the equipment is no longer needed by the program/project or used in connection with other federally sponsored activities, the recipient may:
  - a. Retain the equipment for other uses
  - b. Transfer the title to a third party or
  - c. Sell the equipment

If the equipment is retained, transferred or sold, then compensation must be made for the WIOA federal funds used in the purchase. The amount of compensation shall be computed by applying the percentage of WIOA federal funds used in the purchase. If only WIOA federal funds were used for the purchase then the percentage would be 100 percent. If both WIOA federal and local funds were used in the purchase then use the WIOA federal funds percentage for the calculation. This percentage is applied to the fair market value or proceeds of the sale for the equipment. Recipients of sub grants are permitted to deduct actual reasonable selling and handling expenses (\$500 or 10 percent of the proceeds of the sale, whichever is less) from the proceeds of the sale. The balance of WIOA federal funds must be sent within 30 days to the DWS Finance Unit. The Name of the Entity, Agreement Number, Program Year and Funding Stream must be provided when submitting the funds.

1. In the case of retention, transfer or sale of the equipment, a Request for Transfer or Disposition of Excess Property should be submitted and communicated to the DWS for pre-approval. All such forms, yearly inventory reports and requests for disposition approvals must be submitted to the respective DWS Financial Monitor at the DWS.
2. ***Computation of "Fair Market" Value:*** The selling price of an item that is sold through auction, advertisement, or a dealer is the fair market value of the item regardless of any prior estimates. An item that is not sold but retained by the entity has a fair market value based on similar items that are offered for sale, using the selling price if known. Methods for determining fair market value include, but are not limited to: Auction, Classified advertisements for similar used item, Dealers and Licensed appraisers. (For automobiles, trucks, and vans, the standard authority on the value of used vehicles is the Kelley's Blue Book).

**Property Records Retention:** Property records (*for all WIOA property items costing \$500 and above*) must be maintained from the date of acquisition, through final disposition. Sub recipients must also retain those records for a period of three years from the date of their last expenditure report submitted to the DWS. If any litigation, claim, or audit is started before the expiration of the three- year period, all records must be retained until all findings have been resolved and final action taken.

## **H. Inventory:**

The Local Area will attach numbered inventory identification decals to each property item purchased that has a unit cost of \$500 or more and enter those items and numbers into its inventory system. The following additional information will be entered to accurately identify an item:

1. Funding source (to distinguish WIOA-funded purchases)
2. Manufacturers name
3. Serial Number (if applicable)
4. Description of item
5. Unit cost including tax, shipping, and installation
6. Location of property
7. Date of delivery

The inventory records will be maintained by the Workforce Development Division. For accountability purposes, the Local Area will conduct and document an annual inventory check of all WIOA property.

## **I. Missing, Stolen, or Maliciously Damaged Property:**

Each operator will report any missing, stolen, or maliciously damaged property to the Local Area immediately. All such instances will be reported to DWS immediately. The Local Area will require the operator to obtain a written report from the proper law enforcement agency and submit a copy of the report to the Local Area to be submitted to DWS, as applicable.

## **VIII. Consultants and Professional Services:**

Consultants and Professional Services contracts, with a cost of \$500 or less must have the LRWD Administrator's approval prior to entering into contract. Costs of more than \$500 must have LRWDB approval prior to entering into contract. Costs of \$5,000 or more must also have DWS review and written compliance certification before the contract is finalized. This pertains to both LRWDD in-house use and contractor use. Contractors should submit their request to their corresponding LRWDD program coordinator in a timely manner. The coordinator will then present the request to the WD Administrator/Youth Committee/Evaluation Committee/WDB and DWS, as appropriate. Not adhering to policy **will** result in WIOA not reimbursing for expenses incurred.

Contracts for consultants and professional services should follow the LRWDB Procurement Policy. Proof of compliance should accompany the requests.

The following must be adhered to for consultant contracts, purchase of personal services and planned purchase agreements (quotes, purchase orders, requisitions, etc.) when the deliverables are specifically defined and priced at or over \$5,000. The contracts and purchase agreements must be filed with the DWS Financial Monitor before the contract is finalized. The filing is to be submitted to DWS a minimum of **ten (10) business days** prior to execution of contract. The Financial Monitor will review the filing and provide feedback as needed. During the onsite monitoring, the

DWS Financial Monitor will review the contract documentation against the filing submitted to DWS. The filing submitted to the Division must include:

1. The cost of the proposed consultant contract, personal services contract and/or purchase agreement;
2. The starting and ending dates of planned contract or agreement;
3. The purpose of the consultant contract, personal services contract, and/or purchase agreement;
4. List whether the procurement is Competitive or Non-Competitive; and
5. The funding source to be used.

Once approval from the LRWDB has been given, the corresponding LRWDD program coordinator/staff is to provide an electronic version of the request (as presented to the LRWDB) to DWS for approval if needed. Once DWS approval is received and/or once the LRWDB approves the request, the appropriate LRWDD staff will notify the contractor of the status of the Consultant/Professional Services request.

## **IX. Technical Assistance:**

The appropriate LRWDD staff will provide technical assistance regarding financial issues upon request. Financial workshops/training sessions will be provided as needed.

## **X. Conflict of Interest/Nepotism Policy:**

### **Interest of Contractor**

The Contractor agrees that neither the Contractor nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Contractor's service hereunder in an impartial and unbiased manner. The Contractor further agrees that in the performance of this contract no person having any such interest shall be employed by the Contractor as an agent, subcontractor, or otherwise.

### **Interest of Members of Council and Others**

No officer, member or employee of the COG, the Lumber River Workforce Development Board, and no public official of any local government which is affected in any way by the WIOA activities, shall participate in any decisions relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such person have any interest, direct or indirect, in this contract or the proceeds arising therefrom.

### **Officials not to Benefit**

No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be entitled to any share or part of this contract or any benefits to arise herefrom.

### **Nepotism**

Governmental contractors agree for itself and its governmental subcontractors that no two members of an immediate family shall be employed within the same agency if such employment will result in one supervising a member of his immediate family, or in one occupying a position which has influence over the other's employment, promotion, salary administration, and other related management or personnel considerations. Immediate family is described as wife, husband, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandson, granddaughter, stepmother, or stepfather. This section shall also apply to applicants, participants, Contractor staff, and subcontractor staff involved in WIOA activities.

## **XI. Insurance and Bonding:**

### **Bonding**

The Contractor shall also procure a fidelity bond for all persons authorized to receive or disburse WIOA funds and public agencies shall procure a public employee's faithful performance blanket bond. Non-governmental agencies shall procure either a blanket fidelity bond, or name schedule fidelity bond. The bond coverage limit shall be for the total contracted amount or \$50,000, whichever is less.

The Contractor shall provide the COG with a copy of the bonding document(s) issued by its insurance company. The Contractor shall maintain all bonding in force for the period of this agreement. The Contractor shall give the COG written notice fifteen (15) calendar days prior to the bond being reduced or canceled from the original limits stated on the bonding document(s).

### **Insurance**

For insurance of loss, cost, damages, expense, and liability caused by an accident or other occurrence causing bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal, which may arise from operations, or services rendered by the Contractor under this Contract, the Contractor shall maintain general public liability insurance or general liability in an amount of at least \$500,000 single limit coverage except where a lesser amount may be agreed to by the COG. A certificate of insurance must be submitted to the Consortium prior to the start of program operations.

The Contractor, administering or in operating programs funded under the WIOA, assures that all participants employed in any activity will be covered by workers compensation insurance in accordance with state law, or where participants are not covered under the state's worker compensation law, they shall be provided with adequate on-site medical and accident insurance; and that participants employed in subsidized jobs will be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Contributions to a self-insurance plan, to the extent that they are comparable in cost and extent of coverage had insurance been purchased, are allowable upon prior approval by the State (DWS), through the LRWDB. Requests for such approval are to be submitted in writing to the LRWDB.

## **XII. Program Requirements and Restrictions (WIOA):**

- No WIOA Title I funds described in Section 134 of the WIOA Act is to be used to develop or implement education curricula for school systems in the state.
- WIOA Title I funds are not to be used to duplicate services available in the local area per WIOA Act Section 194(2).
- Per Section 194(5) of the WIOA Act, participants are not to be charged fees for placement or referral.
- Per Contract for Services, Part I, Section 1.1 Purpose, contractors agree to abide by the WIOA Acts as applicable, regulations, Local Area Plan, Policies, and Issuances.
- Per Contract for Services, Part II, Section 3.11 Sanctions, Financial Liability, the contractor is responsible for all funds received under the executed contract. The contractor shall repay the COG from non-federal funds within 10 days of any amounts expended under the contract by it or its subcontractors that are determined to be disallowed by the COG, the State, or the United States Department of Labor.
- **De-Obligation and Reallocation, consistent with WIOA expenditure policies, it is the policy of the State of North Carolina that all Local Areas expend their full WIOA allocations within a two-year time frame from the original award year as further described below. Any exceptions will be noted in correspondences issued by DWS.**
  1. **Effective at June 30 of the second full fiscal year after a WIOA allocation, all funds must be expended. Any unspent funds will be de-obligated from the Local Area and returned to the state via WISE.**
  2. **Any changes in funding necessitated by the de-obligation/reallocation policy will be made on a NFA.**

**Rapid Response or State Set Aside funding follow the end date as stated on the NFA Letter. DWS will redistribute de-obligated funds.**

## **XIII. Suspension of Funding List (SOFL):**

To assist in the management and oversight of funds provided to non-state entities, the General Assembly adopted G.S. 143C-6-23 which requires that the Office of State Budget and Management (OSMB) maintain a “Suspension of Funding” list (SOFL) accessible to any interested party. WIOA funds are prohibited from entities included on the “Suspension of Funding” list and grant funds should not be disbursed or obligated until the entity has been removed from the SOFL. It is the responsibility of the WIOA contractor staff to verify this requirement. It is the responsibility of the *suspended* entity to address and rectify the issue. If an entity becomes listed during obligation period, reimbursements/disbursements of WIOA funds should be withheld until issue has been resolved and entity is removed from list. It is the contractor staff’s responsibility to verify entity has been removed prior to continuing WIOA payments.

**Lumber River Workforce Development  
ATTACHMENT A – FISCAL POLICY 2019-09  
COMPETITIVE PROCUREMENT POLICY**

**LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM  
PROCUREMENT PROCESS**

**PART I: POLICIES**

**A. PROCUREMENT AUTHORITY**

The Lumber River Workforce Development Board (LRWDB) shall have overall authority for procuring services under the **Workforce Innovation and Opportunity Act (WIOA)** for the local area referred to as the Lumber River Workforce Development Consortium (LRWDC). The LRWDB may, at its own discretion, delegate certain functions within the procurement process. The LRWDB does hereby delegate procurement functions as follows:

**1. LRWDB FUNCTIONS**

- a) Approval of the procurement process
- b) Approval of program activities and funding levels
- c) Approval of contract methods
- d) Approval of contractors, service providers, etc.
- e) Approval for terminating contracts and other awards
- f) Approval of contracts, contract modification, and other awards and award modifications
- g) Handling procurement appeals or protests

**2. ADMINISTRATIVE ENTITY/FISCAL AGENT FUNCTIONS**

- a) Developing the procurement process
- b) Developing program activities and funding levels
- c) Issuing request for proposals (RFPs) and/or Contract for Proposals (CFPs)
- d) Reviewing RFPs/CFPs for recommendations to the LRWDB
- e) Recommending potential contractors, service providers, etc.
- f) Contract negotiations
- g) Signing of contracts and contract modifications and other awards and award modifications (signature of the administrative entity's Chief Elected Official is required).
- h) Recommending termination of contracts and other awards
- i) Contract administration and monitoring
- j) Contract closeouts

**B. ETHICAL PROCUREMENT PRACTICES**

No board member, council or committee member, officer, employee or agent of the Lumber River Workforce Development Consortium (Local Area) shall solicit or accept gratuities, favors or anything of monetary value from service providers, including subcontractors under service provider's contracts. Nor shall they participate in the selection, award or administration of procurement where, to the individual's knowledge, any of the participants have a financial or other substantive interest in any organization, which may be considered for award.

No member of any council shall cast a vote on the provisions of services by that member of any organization, which that member directly represents or vote on any matter, which could provide direct financial benefit to that member.

**C. PROCUREMENT PLANNING**

Employment and training needs shall be identified through strategic planning and will be contained in the workforce development plan. How these needs will be met shall also be contained in the workforce development plan and identified within the various types of program planned, i.e., educational training, individual referral, on the job training and other work based activities, etc. Provisions shall be made to avoid purchase of unnecessary or duplicative services. Funds provided herein shall only be used for activities which are in addition to those which would otherwise be available in the area in the absence of such funds. The agency coordination section of the workforce development plan will help ensure this provision. The LRWDB Administrator shall be responsible for overseeing this provision. The LRWDB Administrator shall be responsible for establishing sufficient time for all phases of the procurement process in accordance with statutory and regulatory requirements to ensure program continuity and fair treatment of all potential service providers.

The LRWDB Administrator shall maintain records sufficient to detail the significant history of a procurement, i.e., rationale for method of procurement, selection of contract type, contract selection or rejection and the basis for the contract price. Such records shall consist of detailed LRWDB minutes, detailed committee reports, RFP/CFP review and rating sheets and negotiation records.

**D. COMPETITION**

All procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of Section 200.319 of the OMB Uniform Guidance. Such transactions shall not, in competitive procurement, contain features, which unduly restrict competition. No unreasonable qualification or requirements will be stipulated that will qualify or disqualify a potential service provider.



## **E. PROCUREMENT METHODS**

- a) **Procurement by Competitive Proposals (Per Section 200.320(d) OMB Uniform Guidance)** - Procurement by competitive proposals shall be the primary method of procurement. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. **The advertisements must be published for three consecutive days in a sufficient number of newspapers or other media (including minority publications where feasible) that will provide for a general circulation throughout the area.** Any response to publicized requests for proposals must be considered to the maximum extent practical. The LRWDB Administrator shall have a method for conducting technical evaluations of the proposals received and for selecting contracts. Awards shall be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered. The LRWDB **can**, with sufficient justification, renew an annual-contract for **two** additional years without benefit of competitive procurement not to exceed a total of **three** years. **Each renewal shall be limited to a one-year period.** The LRWDB Administrator shall develop criteria for renewal of an annual-contract. Renewal of an annual-contract shall not preclude the contract negotiation requirement or the cost or price analysis process.
- b) **Procurement by Non-competitive Proposals (Section 200.320(f) OMB Uniform Guidance)** - Procurement by non-competitive proposals is through solicitation of a proposal from only one source, **the funding of an unsolicited proposal** or after solicitation of a number of sources. Competition is determined inadequate.

Procurement by a non-competitive proposal shall be used only when the award of contract is not feasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies: 1) the service is available only from a single source; 2) the public urgency or emergency for the requirement will not permit a delay resulting from competitive solicitation; 3) **the Division of Workforce Solutions** (the awarding agency) authorizes non-competitive proposals or 4) after solicitation of a number of sources, competition is determined inadequate. Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of cost and profit, is required. The termination or suspension of a current contractor shall be considered a public urgency or emergency for the requirement that will not permit a delay resulting from competitive solicitation. Approval of this method of procurement must be approved by the LRWDB. The LRWDB Administrator is responsible for fully documenting this method of procurement. Special attention shall be given to code of standards of conduct, conflict of interest, and safeguarding values normally achieved through competition.

- c) **Procurement by Small Purchase Procedures** - Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies or other property that do not cost more than the Simplified Acquisition Threshold. Per Section 200.88 of the OMB Unified Guide, Simplified Acquisition Threshold is \$150,000 and may be periodically adjusted for inflation.

**Per DWS, purchases below the threshold of \$2,500 may be made without soliciting competitive price or rate quotations if the price is considered to be reasonable. A reasonable price may be determined by comparing to a previous purchase, personal knowledge of the item being purchased, or by comparing to similar items being purchased. Records still need to be kept for all purchases regardless of the procurement method used, including micro-purchases. Also, to the extent practicable, micro-purchases must be distributed equitably among qualified suppliers.**

**Outreach Services** – Pursuant to the Uniform Administrative Guidance 2 CFR 200.421 (b)(4), WDBs may purchase outreach materials to promote WIOA services and programs to eligible audiences. The

U.S. Department of Labor has provided guidance on the purchase of outreach material, included below, as additional guidance when planning to purchase outreach material. The Division highly recommends that local boards consult with their assigned Financial Monitor prior to the purchase of outreach materials, regardless of the total cost, to ensure that the purchase is necessary, reasonable, allowable and allocable. The Financial Monitor will provide feedback as needed. Outreach material purchases in which the total cost is above \$5,000 must be submitted and approved, per section VII-C of this policy statement.

Regardless of whether the board chooses to consult with their Financial Monitor, the board must maintain the following documentation on all purchases of outreach materials:

1. A description of the materials to be purchased. The material must contain information related to the WIOA program.
  2. A description that details the event or events for which the outreach materials will be provided, to include the potential dates, estimated attendees and purpose of the event and the purpose of the items selected as they relate to the planned events.
  3. Detail the measures for safeguarding the outreach materials.
  4. Documentation of three quotes. A minimum of three quotes is required for procurement of outreach materials, regardless of cost.
  5. Indication of the specific funding source to be used.
- Please Note:

- d) Procurement by Sealed Bids (Section 200.320(c) OMB Uniform Guidance)** - Sealed bids procurement are publicly solicited and a firm-fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the terms and conditions of the invitation for bids, is the lowest in price. In order for sealed bids to be feasible, the following conditions should be present: 1) a complete, adequate, and realistic specification or purchase description is available; 2) two or more responsible bidders are willing and able to compete effectively for the business; and 3) the procurement lends itself to a firm fixed-price contract and the selection of the successful bidder can be made principally on the basis of price. If sealed bids are used, the following requirement shall apply: 1) the invitation for bid shall be publicly advertised and bids shall be solicited from a minimum of two known suppliers, providing them sufficient time prior to the date set for opening the bids. The advertisement must be published for three consecutive days in a sufficient number of newspapers or other media (including minority publications where feasible) that will provide for a general circulation throughout the area; 2) the invitation for bids including any

specifications and pertinent attachments shall define the service in order for the bidder to properly respond; 3) all bids shall be publicly opened at the time and place prescribed in the invitation for bids; 4) a firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder; and 5) any or all bids may be rejected if there is a sound documented reason. Procurement by sealed bids may not be used when securing program-activity type services.

- e) **One-Stop Operator/Provider of WIOA Title I Adult and Dislocated Worker Services** - Section 121(d) of the Workforce Innovation and Opportunity Act states the local board, with the agreement of the chief elected official, is authorized to designate or certify one-stop operators and to terminate for cause the eligibility of such operators. To be eligible to receive funds made available under this subtitle to operate a one-stop center referred to in subsection (e), an entity (which may be a consortium of entities)- (A) shall be designated or certified as a one-stop operator through a competitive process; and (B) shall be an entity (public, private or non-profit) or consortium of entities (including a consortium of entities that, at a minimum, includes 3 or more of the one-stop partners described in subsection (b)(1), of demonstrated effectiveness, located in the local area, which may include (i) an institution of higher education; (ii) an employment service State agency established under Wagner-Peyser Act (29 U.S.C. 49 et seq.), on behalf of the local office of the agency; (iii) a community-based organization, nonprofit organization, or intermediary; (iv) a private for-profit entity; (v) a government agency; and (vi) another interested organization or entity, which may include a local chamber of commerce or other business organization, or a labor organization. (3) Exception – Elementary schools and secondary schools shall not be eligible for designation or certification as one-stop operators, except that nontraditional public secondary schools and area career and technical education schools may be eligible for such designation or certification.

## **F. SOLICITATIONS AND CONTRACTING**

All necessary affirmative steps shall be taken to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The request for proposals (RFP) is a request from potential operators to operate a specific program that has been planned by the LRWDB. More specifically, it is a package of program specifications with guidelines or directions for responding to those specifications. Request for proposals shall be solicited when procuring through the competitive or non-competitive method. Any responsible person or agency possessing the ability to perform successfully under the terms and conditions of a proposed procurement may respond to an RFP. A potential service provider conference may be held. If so, information concerning the conference such as date, time, location, etc. shall be publicized. The advertisement must be published for three consecutive days in a sufficient number of newspapers or other media (including minority publications where feasible) that will provide for a general circulation throughout the area. Amendments to solicitations will be accepted if submitted within the timeframes of the original solicitation requirement. To avoid giving one vendor an advantage over the other, the LRWDB Administrator shall be responsible for offering clarifying information and responding to inquiries from vendors.

The closing submission date must be clearly stated. When late proposals come in, these shall be accepted and the date and time recorded. A letter shall then be sent to the proposer

returning its proposal package and explaining why it is not being considered. The LRWDB reserves the right to accept or reject any and all proposals received in response to the RFP. Obligation to the vendor is contingent upon the availability of grant funds. No legal liability on the part of the Local Area for payment of any money shall arise unless and until funds are made available to the Local Area for procurement, and notice of such availability, to be confirmed in writing, is given to the vendor. The proposer shall be responsible for all costs involved in the development of the RFP.

The contract package shall be for a period not to exceed one year. At the discretion of the LRWDB, this contract can be extended for **two** additional one-year periods. The costs for the option periods will be agreed upon by the LRWDB and the proposer. It is anticipated that the costs for the optional periods will be based upon the same approximate training or service costs as the contract for the initial period. The training shall be for LRWDB approved occupations and shall not give inappropriate signals of acceptable price.

Proposers are required to submit their qualifications to be a service provider. The provider, at a minimum, shall submit a brief description of the following: 1) organizational structure and experience; 2) personnel standards; 3) financial system; 4) latest audit; 5) bonding coverage; 6) procurement procedures; and 7) monitoring procedures.

The **Lumber River Council of Governments** (administrative entity) standard contract document shall be used which shall incorporate minimum elements identified by the Division of Workforce Solutions. Monitoring procedures will comply with the LRWDC monitoring policy.

## **G. EVALUATION GUIDELINES**

The purpose of the evaluation process is to determine the quality of each proposal and to certify that the proposal satisfies minimum requirements. A review panel consisting of the LRWDB administrative staff and/or LRWDB members shall be established to review proposals. The members of the panel will be familiar with the programs and understand what is being requested of the vendor.

## **PART II: PROCUREMENT PROCEDURES**

### **A. BACKGROUND**

It is the intent of the Lumber River Workforce Development Consortium (LRWDC) to ensure fair and lawful awarding of contracts to qualified, eligible contractors. Procurement of vendors to operate employment and training program is accomplished through competitive and non-competitive bids.

Competitive bids are those which are released through a formal Request for Proposal (RFP) in order to seek the bids of interested training/service providers and will be the primary method of procurement. Non-competitive bids may be in the form a Sole Source Proposal (SSP). The non-competitive situation of SSP may occur only when the workforce development plan of the Local Area requires an unusual type of training or service that can

only be offered by a sole service provider because of extensive experience, specialized facilities or technical competence, and ability to perform the work at a reasonable price within a specific time frame. Sole source contracts may be executed only after approved by the LRWDB.

An unsolicited proposal is one for which no requests for proposals are made. It may be submitted directly to the LRWDB Administrator in which the proposer offers to provide service. The LRWDB must then determine (1) if the purpose of the unsolicited proposal is appropriate, and (2) if so, the appropriate classification for inclusion into the workforce development plan as a competitive or non-competitive proposal. The availability of funding resources must also be considered.

Should the LRWDB agree in concept with the purpose and goals of the unsolicited proposal, it is released as either an RFP or SSP. Additional requirement may be imposed by the LRWDB in order to conform to required standards.

All proposals, competitive and non-competitive will be carefully reviewed to ensure that the following are incorporated into the funding application: fiscal integrity, successful program management, including meeting performance goals and cost effectiveness, and responsive to reporting and financial requirements. Further, vendors who have experience in the operation of job training programs must provide documentation that previous contracts were managed satisfactorily in terms of the areas previously mentioned.

## **B. CONTENT**

Each agency, organization or individual seeking a contract under the **Workforce Innovation and Opportunity (WIOA)** must provide all of the information requested in the Funding Application, abide by the attached Policy for Procurement Process and be able to demonstrate ability to perform a plan of work successfully as described in the program design.

Each Request for Proposal (RFP) or Sole Source Proposal (SSP) must include the following unless material is already on file at the LRCOG office (administrative entity).

1. Statement of Compliance. Comply with the **Workforce Innovation and Opportunity Act (WIOA)** relevant state and federal regulations and guidelines, and all of the terms, conditions and attachments of the proposed funding application.
2. Vendor Qualifications. Each vendor must indicate its ability to provide sufficient and qualified staff, maintain adequate fiscal and management procedures, follow acceptable equality opportunity and affirmative action plans, and effectively administer workforce development program. Moreover, special administrative functions and responsibilities required in the Funding Application must be identified in staff job descriptions.
3. Program Design. Program specifications prepared by the LRWDB staff and approved by the Lumber River Workforce Development Board and the LRWDB Administrator are

minimum standards for program design. The vendor may expand its answers to include special or new approaches as long as minimum requirements are met in the proposal.

4. Comprehensive Services. Each vendor must show how the project design will integrate with other community resources.
5. Budget. Budget materials must reflect an efficient staffing pattern and balance and contain realistic requests.
6. Notification. The funding application must be notarized.
7. Necessary Changes. A statement must be included that the vendor will comply with changes that may be required in connection with the **Workforce Innovation and Opportunity Act (WIOA)** legislation and regulations.

#### C. **PROCESS**

The following procedures will be used in processing Request for Proposals/Sole Source Proposals.

1. Submission of Request for Proposals/Sole Source Proposals. RFPs/SSPs must be sealed and addressed as directed in pre-established instructions. Failure to do so may result in a premature opening of or a failure to open such a proposal. Sealed modification of proposals already submitted will be considered if received at the office designated in the pre-established instructions by the time set for opening proposals. The original and one copy of the RFP/SSP must be submitted to the LRWDC's Administrative Office to constitute a complete proposal.
2. Late Proposals. Proposals not received in the designated office by the time and date specified for opening shall be returned unopened.
3. Signature. The Funding Application shall be signed by an official authorized to bind the offeror and shall contain a statement to the effect that the proposal is a firm offer subject only to mutually agreeable negotiation.
4. The Proposal (funding application) shall also provide the following information: Name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the company or agency and also who may be contacted during the period of proposal evaluation.

#### D. **LIMITATIONS**

- a. The Request for Proposal/Sole Source Proposal process does not commit the Local Area to award a contract, to pay any costs incurred in the preparation of such documents, or to procure or contract for services or supplies.

- b. The Local Area reserves the right to accept or reject any or all Request for Proposals, or Sole Source Proposals and to negotiate with all qualified sources or to cancel in part or in its entirety, the RFP or SSP if it is in the best interest of **WIOA** to do so.
- c. The LRWDC's obligation to a vendor is contingent upon the availability of grant funds from which payment for the contract purposes can be made. No legal liability on the part of the Lumber River Workforce Development Consortium and the Lumber River Workforce Development Board for payment of any money shall arise unless and until funds are made available to DWS for the procurement and notice of such availability is confirmed in writing to the LRWDC, who in turn notifies the vendor.

**E. EVALUATION OF REQUEST FOR PROPOSALS/SOLE SOURCE PROPOSALS**

Each RFP/SSP will be judged against the LRWDC program plan specifications, to include quality of service delivery, continuity of services, and program staff competencies, and on the recommendations of the Lumber River Workforce Development Board.

- a. Technical Evaluation. Following the opening and recording of proposals, the LRWDB staff will review all proposals.
- b. Qualified Proposals. The LRWDB staff will determine qualified proposals based on both the quality and cost.
- c. Proposal Summaries. The LRWDB Administrator will prepare a summary of each proposal and recommendations concerning each proposal for the LRWDB to review.
- d. WDB Review. The LRWDB or its assigned committee will review all Proposals, including ones submitted but not found acceptable for recommendation for contract award.

**F. AWARD OF CONTRACT**

- a. Authorization. LRWDC reserves the right to authorize RFPs/SSPs for contract. Such authorization will be based on the recommendations of the LRWDB.
- b. Notification. The LRWDB staff will provide written notification of operator selection to each entity submitting an RFP/SSP.
- c. Contract Sessions. Following contract authorization, vendors will be invited along with representatives to enter into contract sessions with the Lumber River Workforce Development Consortium/Lumber River Council of Governments. Non-competitive proposals are also subject to contractual negotiations with the Lumber River Workforce Development Consortium. Any final adjustments or changes in proposals will be negotiated.

- d. Contract Documents. Contract instruments will be developed by the Lumber River WDB staff and will be held for signature until formal grant award by the Division of Workforce Solutions.

### **PART III: PROPOSAL EVALUATION PROCESS**

#### **A. GENERAL INFORMATION**

Once vendors have submitted their RFPs/SSPs (herein referred to as “proposals”) to the Lumber River Workforce Development Consortium (LRWDC), it becomes the LRWDC’s responsibility to recommend those vendors it feels are best qualified to operate the LRWDC’s program. These recommendations should be based on a careful examination and evaluation of all proposals.

The purpose of the evaluation process is to determine which is the “best” Request for Proposal(s) and, therefore, which vendor(s) will be recommended to the Lumber River Workforce Development Board (LRWDB). For Sole Source Proposals, the evaluation process serves to certify that these proposals satisfy the LRWDC requirements. Since employment and training services encompass both technical methods of delivery of costs for services provided, all proposals should be evaluated for both technical and cost aspects. Evaluations based strictly on price or total cost is advisable only when the product or service to be rendered is virtually identical. The evaluation process and criteria will be specified during the RFP/SSP process and subsequently adhered to in making recommendations.

It is the responsibility of the Lumber River Workforce Development Consortium (LRWDC) to specify the process and criteria that will be used in evaluating proposals. The information that follows (**PROPOSAL EVALUATION PROCESS**) represents the basic elements of the evaluation process and criteria that the Local Area will consider in its review of proposals. This material will provide the LRWDC the information necessary to effectively evaluate RFPs/SSPs. The process and evaluation criteria in that process are very general. It only indicates broad areas where the LRWDC will place emphasis.

It is permissible for the LRWDC to impose additional criteria for evaluation proposals to supplement the Proposal Evaluation Guidelines. These additional criteria ***must*** be approved by the LRWDB prior to implementation. It is expected that evaluation processes developed by the LRWDC will be much more specific and tailored to individual activities. It is especially important for the LRWDC to make the evaluation of each RFP/SSP as objective as possible, both to maintain the integrity of the competitive process and to minimize further disputes. Although there is no one prescribed method for ensuring that a process is objective, it is helpful and strongly recommended that a numerical system is used with weights assigned to each criterion selected. The process and criterion specified by the LRWDB along with any additional LRWDC criteria will be communicated in writing to all bidders ***as an attachment*** to each Request for Proposal or Sole Source Proposal. It should be understood that this material is the evaluation process to be used in making recommendations to the LRWDB.



**B. EVALUATION PROCESS**

The evaluation process will be divided into four major steps: (1) a general review of the proposals; (2) an evaluation of the vendor's qualifications; (3) an evaluation of the technical aspects of each proposal; and (4) an evaluation of the cost aspects of each proposal.

It is recommended that the LRWDC establish review panel(s) to review at least the technical and cost sections of the proposals to be evaluated. A panel of three staff members is generally large enough to accomplish the task efficiently. The panels will be composed of members of the LRWDB staff or WDB members. Representatives of vendors may, upon request, be on hand to assist in the review process as a technical resource, but are not to serve as decision-makers on any LRWDC review panel.

**PART IV: EVALUATION CRITERIA INSTRUMENT**

**LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM  
PROPOSAL REVIEW PROCESS**

ALL PROPOSALS WILL BE REVIEWED CAREFULLY UTILIZING THE ATTACHED EVALUATION CRITERIA INSTRUMENT. This list is not meant to be exclusive, but to serve as a guide for the review and evaluation of proposals. Other evaluation tools also may be used in the evaluation process.

**PROPOSALS WILL BE REVIEWED ACCORDING TO:**

1. Degree to which proposal addresses the specific target group needs and occupational skill *needs* of the Lumber River Workforce Development Consortium.
2. Past performance of programs including enrollment, completions, job placements, wage at placement and retention after completion of training, hours and weekly earnings after completion of training for adults and cost per positive termination (as appropriate).
3. Effectiveness of the proposal as evidenced by performance goals, and qualitative measures.
4. Past experience and documented capability of the training provider to perform the work proposed, including facilities, staff and resources.
5. Proposed cost in relation to service and training proposed; and in relation to costs and standards of other similar training. Documentation must be included to justify costs. All private for profit contractors must specify actual costs of running a program and at what point profit begins. Include projected profit on the line item provided.
6. Cost of proposal in relation to target groups required in the Lumber River Workforce Development Consortium and in relation to the total projected funding for the area. Estimated cost per participant, per completion, and per placement will be considered.

7. Degrees to which proposal demonstrates understanding of special needs of the population to be served, and the training requirements of the occupations in which training is to be provided.
8. Coordination with agencies and organizations to reduce cost and increase agreement with the Governor's Coordination Criteria & Goals and Objectives for Workforce Development.
9. Assurances, grievance procedures, affirmative action plan, debarment/suspension requirement, lobbying requirement and other federally required documentation in place.
10. Proper consideration shall be given to community-based organizations as service providers. Appropriate education agencies in the area shall be given the opportunity to provide educational services, unless the Lumber River Workforce Development Consortium can demonstrate that alternate organizations would be more effective or more likely to achieve performance goals.

# **LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM EVALUATION CRITERIA INSTRUMENT**

**Proposing Agency:**

**County/Counties:** ☐ **Bladen** ☐ **Robeson**  
☐ **Hoke** ☐ **Scotland**  
☐ **Richmond**

**Programs:** \_\_\_\_\_ **In-School Youth**  
\_\_\_\_\_ **Out-of-School Youth**  
\_\_\_\_\_ **Adult**  
\_\_\_\_\_ **Dislocated Worker**

**Comments:**

**Date Reviewed:** \_\_\_\_\_

**Overall RFP Score:** \_\_\_\_\_

## EVALUATION CRITERIA AND SELECTION OF SERVICE PROVIDERS

- A. **EVALUATION CRITERIA** The criteria which will be used to evaluate proposals are listed below along with their point values. An application must achieve a minimum score of 75 points in order to be considered for funding.

**POINT VALUE (possible 50 points):** Score: \_\_\_\_\_

### A. **Probable Program Effectiveness**

1. Information to indicate an offeror's ability to:
  - a. To achieve the specified goals as proposed in the scope of work response package
  - b. Provide services to the eligible population.
  - c. Incorporate innovative employment and training strategies.
  - d. Move eligible individuals into employment through local, community-based services.
  - e. Provide individual case management services.
  - f. Address individual participant supportive service needs and barriers to employment.
  - g. Provide participant follow-up services for twelve months after the participant is employed

**POINT VALUE (possible 25 points):** Score: \_\_\_\_\_

### B. **Offeror Qualifications**

Response to indicate offeror's capabilities related to:

1. Experience in providing employment and training services for similar target groups.
2. Past performance
3. Current staff job duties, education, experience, and/or job duties, required education and/or experience of additional staff

**Point Value (possible 15 points):**      **Score:** \_\_\_\_\_

**C.    Budget**

Soundness and/or reasonableness of budget in respect to:

1.      Staff and operating cost.
2.      Cost per participant.
3.      Cost by category.
4.      Inclusion of supportive service costs.
5.      Total program cost.

**Point Value (possible 10 points):**      **Score:** \_\_\_\_\_

**D.    RFP Responsiveness**

1.    Demonstrated an understanding of and conformance to the format of the RFP
2.    Provides adequate, specific and thorough information in response to the narrative questions.
3.    Responds with logic, consistency and accuracy

**B.    SELECTION OF SERVICE PROVIDERS**

The primary consideration in selecting agencies or organizations to deliver services will be the effectiveness of the agency or organization in delivering comparable or related services based on demonstrated performance, in terms of the likelihood of meeting performance goals, cost, quality of training, and characteristics of participants.

Determinations will take into consideration such matters as whether the organization has:

1.      Adequate financial resources or the ability to attain them;
2.      The ability to meet the program design specifications at a reasonable cost, as well as the ability to meet performance goals;
3.      A satisfactory record of past performance (in employment and training related activities), including demonstrated quality of training, the ability to provide or arrange for appropriate supportive services, retention in employment at follow-up and earning rates of participants;
4.      The ability to provide services that can lead to long-term unsubsidized employment for participants with identified deficiencies;

5. A satisfactory record of integrity, business ethics and fiscal accountability;
6. The necessary organization, experience, accounting and operational controls;
7. The technical skills to perform the work; and
8. An adequate plan to provide services and all related aspects of providing services as described in the offeror's proposal.

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Number of Participants to be Served & Budget Breakout Chart**

<b>Program Plan</b>	<b>ISY</b>	<b>OSY</b>	<b>AD</b>	<b>DW</b>
<b>Number to be served</b>				
<b>Direct %</b>				
<b>Non-Direct%</b>				
<b>Total Cost Per Participant</b>				

**Appropriate Forms Completed:**

1. Response Package Cover Sheet \_\_\_\_
2. Program & Financial Management Forms (Each section completed) \_\_\_\_
3. Assurances and Certification Forms (Signed and Dated)\_\_\_\_
4. Statement of Compliance Forms (Signed and Dated) \_\_\_\_
5. Certificate Regarding Debarment, Suspension, etc. (Signed and Dated) \_\_\_\_
6. Certificate Regarding Drug-Free Workplace Requirements (Signed and Dated) \_\_\_\_
7. Certificate Regarding Lobbying (Signed and Dated) \_\_\_\_
8. Job Descriptions \_\_\_\_
9. Listing of Staff Names and Position Titles that corresponds with budgets \_\_\_\_
10. Budget Summary Packet (to include requested itemizations of costs) \_\_\_\_
11. Updated Organizational Chart \_\_\_\_
12. Bond Agreement \_\_\_\_
13. Copy of latest Audit or estimated completion date of Audit (submit as soon as possible)\_\_\_\_
14. Updated Agency Board Listing \_\_\_\_
15. Program and Fiscal Evaluation Responses\_\_\_\_
16. Statement of Work Narrative\_\_\_\_
17. Transportation Policy\_\_\_\_

## **PART V: PROCUREMENT APPEALS PROCESS**

### **A. BACKGROUND**

This portion of the procurement process outlines the process and guidelines that will govern the procedures by which appeals by entities proposing to operate **WIOA** Program(s) are processed. This policy provides the process by which complaints by service providers or prospective service providers for the operation of **WIOA** programs are handled. For purposes of this document, any use of the words complaint or grievance refers to the appeals process relating to the procurement of **WIOA** operators. Procedures for resolving complaints filed by **WIOA** operators or participants are not detailed in this policy.

This policy applies to Requests for Proposals (RFPs), and Sole Source Proposals (SSPs).

### **B. NOTIFICATION OF OPERATOR SELECTION**

Written notification of operator selection is provided to each entity submitting an RFP/SSP. Within one (1) working day following a Lumber River Workforce Development Board (LRWDB) meeting at which funding decisions are made, staff will advise by letter via mail/email any offeror not present at the meeting of the WDB's decision. (NOTE: LRWDB staff will retain a log/documentation of correspondence.) Within three (3) working days following the meeting, LRWDB staff will send written confirmation of these decisions.

### **C. APPEAL PROCEDURES**

A service provider, potential service provider, or any entity adversely affected in the selection of the service provider may file a complaint. The following is the level to which these entities have the opportunity to make an appeal of the service provider selection process and steps involved:

#### **Lumber River Workforce Development Board**

1. The service provider, potential service provider, or any entity adversely affected in the service provider selection process may file a formal complaint with the Lumber River Workforce Development Board.
2. The written complaint must specifically state the decision, the basis for the complaint, and the remedy sought by the complainant. All matters not raised in the complaint will be deemed waived.
3. The written complaint must be made to the Chairperson of the LRWDB.
4. Within three (3) working days following notification, the bidder must advise the LRWDB staff of intent to appeal. This notification may be oral. LRWDB staff will record the information on the same log used in notification procedures.



5. Within seven (7) working days following written notification, the bidder must provide the LRWDB staff with a written appeal. The complaint must be made to the Chairperson of the LRWDB with copies also sent to the following persons: the LRWDB Administrator, the COG Chief Administrator, and the COG Board Chairperson.
6. Within fifteen (15) days following receipt of the written appeal, the LRWDB Chairperson on behalf of the LRWDB, may call a hearing, at which time the Chairperson may take oral or written evidence and may entertain oral or written argument. Any entity that could be affected by the complaint shall be notified and permitted the opportunity to present or submit evidence. (NOTE: Only those appeals which were declared by (Step 4) and which document procedural irregularities (See "NOTE" below) will be considered.)
7. Within thirty (30) days following receipt of the written appeal, the decision of the LRWDB shall be reached by majority vote in executive session.
8. The determination and the basis for the determination shall be rendered in writing within sixty (60) days following receipt of the written appeal to the complainant and any affected party. A copy of the determination shall also be provided to the LRWDB Administrator, LRWDB Chairperson, COG Chief Administrator, and the COG Board Chairperson.
9. If the bidder is still aggrieved following this action on the appeal, he/she may appeal to the Governor. Such appeal must be made within ten (10) days following the notification of the decision.

**NOTE:** These appeal procedures are established to provide recourse for bidders who think that their proposal did not receive proper consideration. Bidders entering an appeal should be prepared to document specific factors (e.g. conflict of interest, nepotism) which put the aggrieved bidder at a competitive disadvantage and/or document violation of specific section(s) of the Act or Regulations. Bidders should not appeal simply because they believe their program to be superior to the one selected. The Lumber River Workforce Development Board reserves the right to refuse to consider any appeal, which does not identify specific procedural shortcomings.

## **PART VI: PROGRAM COST ANALYSIS GUIDE**

### **A. INTRODUCTION**

The Lumber River Workforce Development Board uses a cost analysis to determine prices and reasonableness of costs associated with the operation of WIOA Title I-funded activities in the local area.

The LRWDB staff will perform discrete functions in verifying the cost and price data submitted to make sure that the most efficient contract is chosen to provide quality services to the most participants in the LRWDB local area. The elements used in the selection of the best contract for the WIOA programs are reasonableness and necessity.

### **B. ANALYSIS PROCEDURE**

The Lumber River Workforce Development Board uses the following steps in the analysis procedure:

1. check computations,
2. review for completeness of information;
3. review for proper cost categorization
4. determine the estimating base, and
5. determine the allowability of the proposed estimate.

Allowability includes:

- Necessity
- Reasonableness
- Terms of the contract
- Cost principles
- WIOA regulations or policies
- State policies, and
- WDB policies.

In addition to the guidelines listed above, the LWRDB may employ any or all of the following procedures to determine cost reasonableness:

1. development of an independent estimate for planning and comparison purposes,
2. comparison of competitive bids, where available,
3. comparison of prior quotations/contracts with current proposals for the same or similar programs,
4. comparison of prices on published price lists,
5. comparing the proposer's estimated cost to actual costs incurred for former programs of the same or similar nature (historical cost data should be adjusted for inflation and any upward or downward price trends), and
6. any other cost analysis available.

### **C. CONTRACT**

All contract applications will require detailed line item budgets.

### **D. MODIFICATION**

Where contract modifications that affect the contract budget are justified and allowed in the LRWDB procurement policy, another cost analysis must be performed.

### **E. OPTION YEAR(S)**

Where solicitations seek second-year or third-year operations or option year cost proposals from service providers, these proposals will be subject to the same detailed cost/price analysis as the first year. The LRWDB staff will examine how the subsequent year costs will change from the ones in the first year. Unless the RFP calls for a reduced scope of work in the subsequent year, usually the work will be the same.

However, in nearly all instances, costs may change. For example, inflation occurs; contractor personnel usually receive pay raises, etc. Thus, the cost of labor and materials usually rise, but they do not rise equally. Also, improvements in efficiency and the work experience level of personnel can result in lower costs. The LRWDB staff will analyze the second year costs in the same manner as other costs.

### **F. DOCUMENTATION**

Documentation is vital to the cost analysis process. It provides a record of the entire analysis and will be used to justify actions taken. Documentation will be used to justify the rating given to a particular offeror, to use as a basis for discussion and negotiation with the offeror, to use in the event of a challenge of the award, and finally to use during contract monitoring and administration.

## PART VII: DETERMINATION OF REASONABLENESS OF PROFIT

Assign an overall rating of low, medium, or high to each criterion, after analyzing each of the elements.

- A **Low** rating indicates a low level of effort; low profit justified.
- A **Medium** rating indicates an ordinary effort, *e.g.*, a standard curriculum, some assistance in program delivery, etc.; medium level of profit justified.
- A **High** rating indicates an extraordinary level of effort will be needed for program delivery, *e.g.*, innovative program, strong service to groups with barriers, etc.; high profit justified.

OFFEROR \_\_\_\_\_

Overall Rating \_\_\_\_\_

Rating completed by: \_\_\_\_\_

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

1. **Complexity of Work** Low \_\_\_\_\_ Medium \_\_\_\_\_ High \_\_\_\_\_

Will the offeror be responsible for the full range of services for program participants, *i.e.*, recruitment, certification, assessment, case management, training, placement, follow-up through retention?

Yes \_\_\_\_\_ No \_\_\_\_\_ Somewhat \_\_\_\_\_

Will the offeror provide multiple training through several components, *i.e.*, basic skills, pre-employment skills, vocational skills, work-based training, job search?

Yes \_\_\_\_\_ No \_\_\_\_\_ Somewhat \_\_\_\_\_

Will the training be in higher skills, and will the offeror be required to serve a high number of individuals with multiple barriers?

Yes \_\_\_\_\_ No \_\_\_\_\_ Somewhat \_\_\_\_\_

Will the offeror be expected to achieve a high level of coordination in providing training or services?

Yes \_\_\_\_\_ No \_\_\_\_\_ Somewhat \_\_\_\_\_

Will the offeror be required to have an accounting system capability to make direct participant payments or reimburse employers directly?

Yes \_\_\_\_\_ No \_\_\_\_\_ Somewhat \_\_\_\_\_

2. **Contract Risk** Low \_\_\_\_\_ Medium \_\_\_\_\_ High \_\_\_\_\_

Will the offeror be reimbursed for all expenses incurred in program delivery?

Yes \_\_\_\_\_ No \_\_\_\_\_ Somewhat \_\_\_\_\_

Is the program design new and/or innovative?

Yes \_\_\_\_\_ No \_\_\_\_\_ Somewhat \_\_\_\_\_

Will the offeror be required to achieve multiple program outcomes?

Yes \_\_\_\_\_ No \_\_\_\_\_ Somewhat \_\_\_\_\_

Is a high level of service required to hard to serve groups?

Yes \_\_\_\_\_ No \_\_\_\_\_ Somewhat \_\_\_\_\_

Are placement and retention goals high?

Yes \_\_\_\_\_ No \_\_\_\_\_ Somewhat \_\_\_\_\_

3. **Contractor Investment** Low \_\_\_\_\_ Medium \_\_\_\_\_ High \_\_\_\_\_

Was the offeror required to develop an innovative, complex program design?

Yes \_\_\_\_\_ No \_\_\_\_\_ Somewhat \_\_\_\_\_

Will the offeror be responsible for managing services at multiple sites?

Yes \_\_\_\_\_ No \_\_\_\_\_ Somewhat \_\_\_\_\_

Will the complexity of the program require complex accounting and participant recordkeeping?

Yes \_\_\_\_\_ No \_\_\_\_\_ Somewhat \_\_\_\_\_

Will costs be reimbursed on a regular basis, or payments for performance made intermittently?

Yes \_\_\_\_\_ No \_\_\_\_\_ Somewhat \_\_\_\_\_

4. **Subcontracting** Low \_\_\_\_\_ Medium \_\_\_\_\_ High \_\_\_\_\_

Will the offeror rely on subcontracts for program delivery?

Yes \_\_\_\_\_ No \_\_\_\_\_ Somewhat \_\_\_\_\_

Could the level of subcontracting impact negatively the offeror's performance, *i.e.*:

- If OJT or customized training, the employer commits to hire prior to subcontracting; therefore, any negative impact would more likely be related to the offeror's inability to counsel and motivate the participant.
- If other types of training are subcontracted, with the offeror responsible for placement, poor training could negatively impact the offeror's ability to place the participant.
- If only support services are contracted, they would bear no impact on performance.

Yes \_\_\_\_\_ No \_\_\_\_\_ Somewhat \_\_\_\_\_

5. **Past Performance** Low \_\_\_\_\_ Medium \_\_\_\_\_ High \_\_\_\_\_

Past performance should be rated in terms of rewarding high performance with higher profit.

Give a **High** rating if in the previous year the offeror achieved all performance goals at a level of 90% - 100%.

Give a **Medium** rating if in the previous year the offeror achieved all performance goals at a level of 80% - 89%.

Give a **Low** rating if in the previous program year the offeror achieved only 70% - 79% of its performance goals.

If in the previous program year the offeror achieved less than 70% of its performance goals, its past performance should be considered unsatisfactory and negative consideration given to this criterion in determining reasonableness of profit/program income.

If the offeror did not have a contract in the previous program year, the lack of rating for this criterion should not negatively impact the determination of reasonable profit.

## 6. Industry Profit Rates

## 7. Market Conditions

After a consideration of the aforementioned criteria, the rating schedule below will be used to determine a reasonable level of profit.

- **LOW** Rating: A profit equal to 3% - 5% of proposed operating costs is considered reasonable.
- **MEDIUM** Rating: A profit equal to 6% - 8% of proposed operating costs is considered reasonable.
- **HIGH** Rating: A profit equal to 9% - 12% of proposed operating costs is considered reasonable.



LRLA-Activity Form- (07/2019)

***LUMBER RIVER WORKFORCE DEVELOPMENT BOARD***  
***Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)***

***WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA)***  
***YOUTH PROGRAM ACTIVITY FORM***

***Contractor:*** \_\_\_\_\_

***Type of Activity:*** \_\_\_\_\_

***Cost of Activity (attach supporting documentation):*** \_\_\_\_\_ \$

***Attendance: (attach participant sign-in sheet)***

***Objective of Activity (attach supporting documentation):*** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
***WIOA Staff Signature***

\_\_\_\_\_  
***Date***



**LUMBER RIVER COUNCIL OF GOVERNMENTS  
LUMBER RIVER WORKFORCE DEVELOPMENT BOARD  
STATEMENT OF OUTREACH EXPENSES**

**PURCHASING AGENT NAME:** \_\_\_\_\_  
**DIVISION:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DESCRIPTION OF ITEM AND RELATION TO WIOA/QUANTITY:**

\_\_\_\_\_

**STATEMENT OF WORK (Detail event for which the material will be provided):**

\_\_\_\_\_

**DETAIL OF SAFEGUARDING OF ITEM:**

\_\_\_\_\_

DETAILS OF TELEPHONE / ONLINE PRICE-QUOTES										
	Date	Vendor Name & Details	Contact: Phone/Web/Email	Price Quoted \$						
1										
2										
3										
4										
5										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Vendor Selected &amp; Reason for Selection</th> <th style="text-align: center;">Amount \$</th> <th style="text-align: center;">Fund / Account Codes</th> </tr> </thead> <tbody> <tr> <td style="height: 40px;"></td> <td></td> <td></td> </tr> </tbody> </table>					Vendor Selected & Reason for Selection	Amount \$	Fund / Account Codes			
Vendor Selected & Reason for Selection	Amount \$	Fund / Account Codes								

**\*Include dated quotes or bids when turning in along with form. Make a copy and compile information in notebook and label appropriately.**

**I HEREBY CERTIFY THAT THE EXPENSES SHOWN ABOVE WERE CHARGED FOR/ON OFFICIAL BUSINESS OF THE LUMBER RIVER COUNCIL OF GOVERNMENTS.**

**PURCHASING AGENT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**DIVISION HEAD APPROVAL:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**EXECUTIVE DIRECTOR APPROVAL:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**FINANCE DIRECTOR APPROVAL:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



## LUMBER RIVER WORKFORCE DEVELOPMENT BOARD

E<sup>3</sup> Economic Development ★ Education ★ Employment

30 CJ Walker Road, COMtech Park • Pembroke, North Carolina 28372

Telephone (910) 618-5533 • Fax (910) 521-7576

Website: [www.lumberrivercog.org](http://www.lumberrivercog.org)

### LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM LRLA ADULT & DISLOCATED WORKER INDIVIDUAL TRAINING ACCOUNT AND OCCUPATIONAL SKILLS POLICY # 2019-03 July 1, 2019

**SUBJECT:** Adult & Dislocated Worker Program Individual Training Account (ITA) and Occupational Skills Policy

**PURPOSE:** To establish rules and requirements for the use and tracking of ITA's and Occupational Skills Policy within the Local Area under the Workforce Innovation and Opportunity Act (WIOA). **The revision includes an update to the LRLA –9 Occupational Skills Policy form.**

**BACKGROUND:** An ITA is a mechanism used by Local Workforce Development Boards to establish a means to pay for board approved training through a voucher system for eligible individuals to finance training services. The ITA is established on behalf of the participant, where services are purchased from eligible providers selected in consultation with the case manager. Section 680.300 explains that the duration and amount of ITAs can be limited as established by the Local Board policy decision, or based on the needs identified in the individual employment plan.

**ACTION:** In an effort to maximize funds available and in order to provide a uniform system to track ITA vouchers in the Lumber River Local Area, limits will be placed on the amount and duration of the ITAs and the attached Tracking Log will be used. Limitations established by the Local Board will not be implemented in a manner that undermines the Act's requirement that training services are provided in a manner that maximizes customer choice in the selection of an eligible training provider.

**Section 134(c)(3)(E) of WIOA establishes a priority requirement with respect to funds allocated to a local area for adult employment and training activities. Please reference LRLA Priority of Service Policy 2019-06 for established LRWDB policy.**

In order to maximize training opportunities for as many eligible individuals as possible, the maximum ITA amount shall be **\$5,500 per year**. The ITA will be allocated as needed (per semester/Occupational Training Track) to allow training to be completed within a two-year period (must have WD Administrator approval for an extended period beyond the two years) at a



Bladen County • Hoke County • Richmond County

Robeson County • Scotland County

Lumber River Council of Governments • Workforce Development Division  
*Equal Opportunity Employer/Program*

provider that has been certified as an eligible training provider per LRWDB approval. A customer seeking to complete a Bachelor's Degree or a particular certification or to receive an additional degree will be considered an extenuating circumstance. For extenuating circumstances, written approval must be received by the WDB Administrator and will be considered on a case-by-case basis. The maximum lifetime amount to be spent on an ITA is **\$11,000 per customer**. The actual ITA expenditure will not exceed the total cost of the training program (tuition, books, fees, uniforms, tools, physicals, shots, etc.) not paid by other grants. Pell Grant funds and other financial aid resources (loans exempt) must be applied to the total training costs of the individual prior to WIOA funds being used.

The individual must meet the attendance and academic requirements on a semester basis in order to be certified for continued funding under the ITA. Staff contact should be made a minimum of once each month by the Case Manager to assist the participant with problems/concerns and to monitor the progress of the participant.

Each curriculum requiring a significant investment in tools and supplies will be evaluated for ITAs based on the labor market needs and previous experience with successful employment in the occupational skill. WIOA service providers will adhere to the Local Area's policy and procedures that outline the requirements and limitations of the individual training account. ITAs will be provided for those individuals whose Individualized Service Strategy (ISS) indicates the need for such training. In cases where the individual opts to purchase training services where the costs exceed the approved ITA amount, the individual will be required to pay the additional costs associated with that training.

**EFFECTIVE DATE:** Immediately

**EXPIRATION DATE:** Indefinite

**CONTACT:** Any questions regarding this policy should be directed to Patricia Hammonds, LA Administrator, Workforce Development Division at (910) 775-9764.

**DISTRIBUTION:** All Lumber River Local Area Adult and Dislocated Worker Service Providers and Lumber River Workforce Development Division Staff



Patricia Hammonds, Local Area Administrator  
Workforce Development Division

**Policy Attachments:**

- 1) WIOA Individual Training Account Voucher
- 2) ITA Tracking Form
- 3) Financial Award Analysis Form
- 4) LRLA-6 Training Program Authorization Request
- 5) LRLA-9 Occupational Skills Policy

# LUMBER RIVER WORKFORCE DEVELOPMENT BOARD

*Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)*

## Workforce Innovation and Opportunity Act (WIOA)

### FINANCIAL AWARD ANALYSIS

#### A. Training Provider:

Workforce Innovation and Opportunity Act (WIOA) Participant:	Last 4 digits of SS#:	Telephone #:
Training Start Date:	Estimated Training End Date:	
Name(s) / Type(s) Of Training :	No. of Semesters / Quarters:	
Training Provider Contact Person:	Telephone #:	Fax #:

#### B. Training Cost

A. Training and Education-Related Expenses Cost of Attendance	B. Fund Assignments (#1-4 Under Funding Sources)	C. Costs Per Semester or Quarter	D. Number Of Semesters or Quarters	E. Total Cost of Training Services
Application/Registration				
Tuition				
Books/Supplies				
Shop/Clinic/Lab Fees/Uniforms				
Physicals				
Licenses/Permits				
Parking Fees				
Student Activity Fees				
Transportation				
Child Care Cost				
Other Required Cost (specify)				
Other Required Cost (specify)				
<b>Total Projected Cost of Training</b>				

#### C. Available Resources

A. Available Funding Sources (Documentation must be attached)	B. Aid Per Semester or Quarter	C. Number of Semesters or Quarters	D. Total Available Resources
1. <b>Federal Pell Grant</b> (attach student aid report, etc.)			
2. <b>Scholarships/Grants/Other Financial Aid</b> (attach applicable award/denial letters)			
3. <b>Other Sources</b> (specify)			
4. <b>Vocational Rehabilitation/Social Services</b>			
5. <b>Total NON – WIOA Available Resources</b>			
6. <b>Needed/ Requested WIOA Training Resources</b>			
7. <b>Additional Resources Needed</b> (normally this should be a zero balance)			

#### D. Signatures

I, \_\_\_\_\_, authorize and consent to the release and exchange of confidential information to the WIOA Service Provider and the Training Provider.

Signatures:

\_\_\_\_\_  
WIOA Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
WIOA Service Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Training Provider

\_\_\_\_\_  
Date

☐ data contained herein was obtained from the training



ITA VOUCHER NUMBER: \_\_\_\_\_

**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
Workforce Innovation and Opportunity Act Individual Training Account Voucher Certificate  
**AUTHORIZATION FOR TRAINING COST**

WIOA Customer \_\_\_\_\_

Voucher Authorization Date \_\_\_\_\_

Social Security Number XXX-XX- \_\_\_\_\_

Voucher Expiration Date \_\_\_\_\_

Approved Course of Study \_\_\_\_\_

Adult ☐ Dislocated Worker ☐ Semester/Calendar Year: \_\_\_\_\_

**NOTE:** If used at training institution, Pell Grant and/or other financial aid sources (loans exempt) must be applied to total participant training costs (tuition, fees, books, uniforms, tools, exams/licensures, etc. purchased through training provider) prior to WIOA assistance.

AUTHORIZED BY: (LRWD Contractor)		VENDOR/TRAINING PROVIDER:	
CONTACT PERSON:		CONTACT PERSON:	
PHONE:		PHONE:	

**APPROVED ITEMS:** (Please fill in the approved amount for each item. Please note: This is authorization to incur up to each line approved amount with applicable /sufficient documentation of costs.) Payments will be based on actual up to the maximum individual amounts specified.

Application/Registration, up to:	\$	Student Insurance	\$
Tuition	\$	Required Student Activity Fees	\$
Required Books	\$	Allowable Supplies (maximum \$30 per semester)	\$
Parking Fees	\$	Background Check	\$
Other Required Costs: specify	\$	Fingerprinting	\$
Passport Photo:	\$	Graduation Fee	\$
Uniforms: (limited to 2 sets per participant). Must attach official training requirement documentation	\$	Required Physical/shots/immunizations: (Max \$150 per participant per year): specify	\$
Nursing Supplies: shoes/watch/stethoscope, lab coat/name badge. Specify or attach official training requirement documentation	\$	Tools: must attach official training requirement documentation	\$

TOTAL AMOUNT OF APPROVED FUNDS: \$ \_\_\_\_\_

This Voucher Certificate is approved and issued by: \_\_\_\_\_  
WIOA Staff Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**REDEMPTION OF VOUCHER**

The above-named individual has been determined eligible for WIOA and is being referred for training services. WIOA staff and the training provider will ensure that the eligible participants apply for federal grants (including PELL Grant) and also assure that double-billing for identical training services does not occur for those recipients who receive federal financial aid. WIOA staff and training provider must adhere to local area issuance concerning federal grants (including PELL Grant) and WIOA. However, in no case shall the voucher be redeemable beyond June 30 of the year authorized. **To Redeem:** The training provider must return a copy of this voucher to the authorizing agency along with an invoice and sufficient documentation to support the amount of money being requested for services rendered to the WIOA customer. (Invoices received without an attached voucher will not be processed for payment.) **Please submit to the Authorized Agency as listed above.**

The Lumber River Local Area and Contractors do not discriminate on the basis of race, color, national origin, creed, sex, religion, age, or disability.



ITA VOUCHER NUMBER: \_\_\_\_\_

**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
Workforce Innovation and Opportunity Act Individual Training Account Voucher Certificate  
**AUTHORIZATION FOR TRAINING COST**

WIOA Customer \_\_\_\_\_

Voucher Authorization Date \_\_\_\_\_

Social Security Number XXX-XX- \_\_\_\_\_

Voucher Expiration Date \_\_\_\_\_

Approved Course of Study \_\_\_\_\_

Adult ☐ Dislocated Worker ☐ Semester/Calendar Year: \_\_\_\_\_

**NOTE:** If used at training institution, Pell Grant and/or other financial aid sources (loans exempt) must be applied to total participant training costs (tuition, fees, books, uniforms, tools, exams/licensures, etc. purchased through training provider) prior to WIOA assistance.

AUTHORIZED BY: (LRWD Contractor)		VENDOR/TRAINING PROVIDER:	
CONTACT PERSON:		CONTACT PERSON:	
PHONE:		PHONE:	

**APPROVED ITEMS:** (Please fill in the approved amount for each item. Please note: This is authorization to incur up to each line approved amount with applicable /sufficient documentation of costs.) Payments will be based on actual up to the maximum individual amounts specified.

Application/Registration, up to:	\$	Student Insurance	\$
Tuition	\$	Required Student Activity Fees	\$
Required Books	\$	Allowable Supplies (maximum \$30 per semester)	\$
Parking Fees	\$	Background Check	\$
Other Required Costs: specify	\$	Fingerprinting	\$
Passport Photo:	\$	Graduation Fee	\$
Uniforms: (limited to 2 sets per participant). Must attach official training requirement documentation	\$	Required Physical/shots/immunizations: (Max \$150 per participant per year): specify	\$
Nursing Supplies: shoes/watch/stethoscope, lab coat/name badge. Specify or attach official training requirement documentation	\$	Tools: must attach official training requirement documentation	\$

TOTAL AMOUNT OF APPROVED FUNDS: \$ \_\_\_\_\_

This Voucher Certificate is approved and issued by: \_\_\_\_\_  
WIOA Staff Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**REDEMPTION OF VOUCHER**

The above-named individual has been determined eligible for WIOA and is being referred for training services. WIOA staff and the training provider will ensure that the eligible participants apply for federal grants (including PELL Grant) and also assure that double-billing for identical training services does not occur for those recipients who receive federal financial aid. WIOA staff and training provider must adhere to local area issuance concerning federal grants (including PELL Grant) and WIOA. However, in no case shall the voucher be redeemable beyond June 30 of the year authorized. **To Redeem:** The training provider must return a copy of this voucher to the authorizing agency along with an invoice and sufficient documentation to support the amount of money being requested for services rendered to the WIOA customer. (Invoices received without an attached voucher will not be processed for payment.) **Please submit to the Authorized Agency as listed above.**

The Lumber River Local Area and Contractors do not discriminate on the basis of race, color, national origin, creed, sex, religion, age, or disability.



***Lumber River  
Workforce Development  
WIOA Program  
(ITA TRACKING FORM)***

**WIOA Program:**(circle one) **Adult** **DW**

**Semester:** (circle one) **Fall** **Spring** **Summer**

**Year:** \_\_\_\_\_

**Curriculum:** \_\_\_\_\_

(FAA & required documentation; ITA Authorizations;  
receipts and payment authorization; Grades, etc.) ***Grouped by semester!***

**Cumulative GPA:** \_\_\_\_\_

**Semester ITA Expenditure:** \$ \_\_\_\_\_

**Cumulative ITA Expenditures** (\$11,000 lifetime max): \$ \_\_\_\_\_

**Probation:** Yes No

**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)**TRAINING PROGRAM AUTHORIZATION REQUEST  
FOR PROVIDER/PROGRAMS NOT ON NCWORKS ONLINE**Participant's Name: \_\_\_\_\_ SSN: XXX-XX- \_\_\_\_\_

WIOA Program: \_\_\_\_\_ Adult \_\_\_\_\_ Dislocated Worker

Planned Enrollment Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Has participant received previous training or credential? yes/no \_\_\_\_\_

If yes, what type: \_\_\_\_\_

Has participant exhausted Pell? yes/no \_\_\_\_\_

If yes, explain \_\_\_\_\_

I am requesting approval for the above named participant to enter the following Occupational Skills Training Program and/or use the following Training Provider not listed on NCWORKS:

**Occupational Skills  
Training Program:****Training Provider:  
Location of Provider:****Justification for  
Request:**

"Use additional sheet of paper if necessary"

\_\_\_\_ I also certify that the participant has indicated a need for training services.

\_\_\_\_\_  
WIOA Staff Signature\_\_\_\_\_  
Date\_\_\_\_\_  
WIOA Supervisor Signature\_\_\_\_\_  
DateApproved ☐ Denied ☐\_\_\_\_\_  
WIOA Contracting Agency**LOCAL AREA USE ONLY**☐ Approved - I authorize the above participant to attend the stated Occupational Skills Training Program and/or use the requested Training Provider.☐ Denied: \_\_\_\_\_\_\_\_\_\_  
Lumber River Workforce Development Administrator Signature\_\_\_\_\_  
Date





## **LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**

***Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)***

### **OCCUPATIONAL SKILLS TRAINING POLICY**

1. Individuals requesting services through the Workforce Innovation and Opportunity Act (WIOA) may qualify for financial assistance for Training Services under WIOA after completing all mandatory activities, and it is determined that a need exists to obtain new skills or upgrade existing skills to be a competitive jobseeker in the local employment market.
  - a) Failure to follow established procedures will prevent LRLA from assisting students with tuition and training related to Individual Training Account (ITA) vouchers.
  - b) Students, who fail to obtain *prior* written authorization, **will not be** reimbursed for any out-of-pocket expenditures.
  - c) Individuals must enter an approved curriculum in order to receive consideration for financial assistance.
  - d) A student must maintain a **2.0 grade point average** to continue participation in Occupational Skills. If grades fall below the minimum, the student may be either placed on probation until grades improve or terminated from the program.
  - e) Students who drop and re-add course(s) do so at his or her own expense. WIOA will pay for course(s) one time only.
  - f) A maximum of \$30.00 will be allowed each quarter/semester for school supplies as defined by the LRLA.
  - g) Fulltime status must be maintained unless there are extenuating circumstances that prohibit or interrupt the student's progress and must be documented in case notes if not full-time.
2. **LRLA staff should utilize O\*NET Online (<https://www.onetonline.org/>) to review labor market information with customers to determine hi-demand occupational trainings prior to issuing ITA vouchers.** A customer seeking to complete a Bachelor's Degree, training within a non-approved program, exhausted Pell Grant funding, has previously attended or is currently attending post-secondary training will be considered an extenuating circumstance. For extenuating circumstances, written approval must be reviewed and approved by the Contractor Project Director or Assistant Director if Project Director is not available prior to submitting to the WDB Administrator for approval and will be considered on a case-by-case basis via LRLA-6 (Training Program Authorization Request).
3. Upon completion of thirty percent (30%) of a curriculum, a student may not change to another curriculum with continued LRLA financial assistance.
4. Eligible students must provide WIOA staff with the following information on a semester basis to continue to receive WIOA assistance:
  - a) An official registration form which includes the class schedule
  - b) Bookstore/supply receipt forms to include participant's name
  - c) Any additional *approved* expense receipt forms
  - d) Copies of semester grades, certificates, associate degrees, etc.
5. All classes scheduled should be attended in order to receive the transportation allowance for that day. The participant must attend at least one class, on that day, for reimbursement.
6. ***Contact should be made at a minimum of once a month by the WIOA Staff*** to assist the student with problems/concerns and to monitor the progress of the student.
7. As all supportive services, transportation reimbursements will be determined based on individual need, is not guaranteed, and will not be paid for licensure exams. Transportation paid to distance learning students will be determined on a case by case basis. If applicable, transportation reimbursements will not exceed **200 miles per week @ .30 cents per mile for a maximum of \$60.00 per week**. Discrepancies or errors will be adjusted in a subsequent reimbursement period. A week is defined as: Sunday through Saturday.
8. The Attendance/Travel Vouchers are to be maintained by the student in a neat and orderly fashion and will be submitted to the assigned WIOA Staff as outlined in the schedule which will be provided at the time of enrollment.
9. The Attendance/Travel Voucher shall include the number of hours the student actually attended each class and must be signed and dated by the instructor(s). Any discrepancies should be duly noted.
10. Students receiving travel reimbursement will not receive payment for those periods attended if :
  - a) Not signed by the instructor and/or the student, or
  - b) Not submitted by the due date(s)
11. Checks will be disbursed to the student according to contractors distribution method.
12. All Distance Learning students must abide by the Occupational Skills Training Policy.

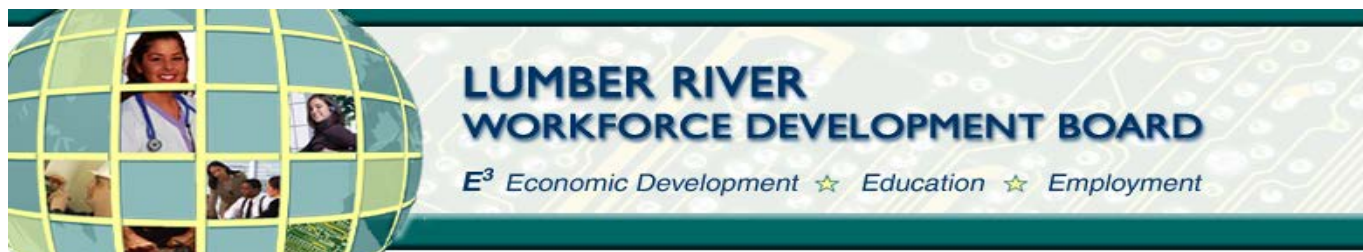
**I have read and understand the above Occupational Skills Training Policy as outlined.**

---

**Participant's Signature and Date**

---

**WIOA Staff Signature and Date**



30 CJ Walker Road, COMtech Park • Pembroke, North Carolina 28372  
Telephone (910) 618-5533 • Fax (910) 521-7576  
Website: [www.lumberrivercog.org](http://www.lumberrivercog.org)

**LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM**  
**LRLA ON-THE-JOB TRAINING POLICY 2019-05**  
**July 1, 2019**

**SUBJECT:** On-the-Job Training (OJT) using Workforce Innovation and Opportunity Act (WIOA) Funds

**PURPOSE:** To communicate revisions to Local Area Policy requirements and forms for conducting On-the-Job Training activities under WIOA. **The revision includes the removal hourly wage cap.**

**BACKGROUND:** On-the-Job training presents North Carolina the opportunity to expand and enhance workforce service delivery to the state's citizens, especially those hardest hit by the recession. OJT is a viable pathway for unemployed workers seeking employment; and for employers seeking workers, it offers the unique opportunity to offset initial training costs to fill skilled positions while building organizational productivity as the employee learns job requirements. An OJT arrangement can be the impetus for an employer to create a job opportunity now. The Lumber River Workforce Development Boards will consider OJT placements in the context of in-demand occupations or industries where career pathways exist with employer partners who have a documented plan to add jobs.

On-the-Job training is defined in WIOA section 3 (44) as training by an employer that is provided to a paid participant while engaged in productive work in a job that (a) provides knowledge or skills essential to the full adequate performance of the job; (b) is made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, except as provided in WIOA Section 134 (c)(3)(H), (*see note below*) of the wage rate of the participant for the extraordinary costs of providing the training and additional supervision related to the training; and (c) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

On-the-Job Training is a viable and compatible part of North Carolina's Integrated Services Delivery product box. Local Workforce Development Board OJT policy is critical for consistency; for institutionalizing services the local board seeks to deliver; and for managing and leveraging OJT funds. Local OJT policy also provides guidance on how to comply with federal and state OJT requirements, and leverage other hiring incentives such as Work Opportunity Tax Credit (WOTC) or other initiatives that assist with gainful employment opportunities.

The Division approves an increase in the amount of reimbursement described in WIOA Section 3 (44) and WIOA Section 134 (c) (3) (H) to up to 75 percent of the wage rate of the participant taking into account such factors as:

- (I) the characteristics of the participants;
- (II) the size of the employer;
  - Up to 50 percent for employers with 251 or more employees
  - Up to 75 percent for employers with 250 employees or less
- (III) the quality of employer-provided training and advancement opportunities; and
- (IV) such other factors as the Governor or local WD Board, respectively, may be determined to be appropriate, which may include the number of employees participating in the training, wage, and benefit levels of those employees (at present and anticipated upon completion of the training), and relation of the training to the competitiveness of the participant. The aforementioned criteria must be present in order to be considered for a reimbursement amount up to 75 percent.

**ACTION:**

All WIOA Adult, Dislocated Worker and Youth Contractor must adhere to the attached OJT policies and use the included forms when providing WIOA On-the-Job training services. Local Area Policy states that the participant's placed in OJT through the reverse referral process do not require basic skills testing (i.e. TABE testing).

**Note:** Students placed in On-the-Job Training that require assistance with items such as, (uniforms, appropriate work attire, safety wear), may receive WIOA assistance with purchase of these items through a Cost Authorization Voucher. Assistance should be documented on the participant's ISS. WIOA funds are limited to a maximum of 2 complete uniforms/work appropriate outfits, 1 pair of shoes unless approved by the WDB Administrator.

**EFFECTIVE DATE:**

Immediately

**EXPIRATION DATE:**

Indefinite

**CONTACT:**

Local Area Administrator

**DISTRIBUTION:**

WIOA Contractors and LRWDD Staff

Patricia Hammonds

Patricia Hammonds, Administrator  
Workforce Development Division

**ATTACHMENTS:**

Lumber River WDB OJT Policy

OJT Contract Forms: Pre-Award Analysis  
Employer Agreement  
Training Plan  
Trainee Evaluation  
Monitoring Tool

# **LUMBER RIVER ON-THE-JOB TRAINING POLICY**

## **PARTICIPANT ELIGIBILITY**

On-the-job training (OJT) may be provided to eligible Workforce Innovation and Opportunity Act (WIOA) participants who are assessed and found to be in need of and suitable for training services in order to obtain or retain employment that leads to self-sufficiency. The participants must demonstrate a need for training as recorded on the Individual Service Strategy (ISS).

Employers will have the final selection authority for individuals to be hired. All trainees must meet certain WIOA eligibility criteria before training can begin. Only those individuals who meet the eligibility requirements for individualized career services, who have received an assessment and for whom an ISS has been developed may be considered for OJT. An individual referred as a potential candidate for OJT by an employer (reverse referral) may be considered for OJT with that employer only after the individual has met eligibility requirements for individualized career services, has received an assessment, and for whom an ISS has been developed that indicates OJT is appropriate.

Consideration should be given to the skill requirements of the occupation; the academic and occupational skill level of the participant; prior work experience; and the participant's ISS. The results of objective assessment, as documented on the individual's ISS must indicate that the participant is in need of, and can benefit from, the activity of OJT. The ISS must capture the past work history of the applicant from the official file, assess the test results, capture additional information from the applicant about past work experience, hobbies, volunteer experience, and identify strengths and weaknesses of the applicant. It must include documentation as to the new skills to be acquired during training and how skill gap deficiencies will be overcome with the training.

## **EMPLOYER ELIGIBILITY**

The hiring and training may begin after the OJT Pre-Award Analysis form has been completed and the OJT Employer Agreement has been signed by all parties. The trainee becomes an employee of the company on the day the OJT begins.

Local Area staff should give careful consideration when selecting a suitable employer for OJT. General business practices in terms of working conditions (safety, health), the availability of health benefits, sustainable wage structure, turnover rates, adequate staff and equipment to carry out the training, and whether the employer is in compliance with federal, state and local laws, etc. are factors to consider while completing the OJT Pre-Award Analysis form.

When considering an employer to participate as an OJT worksite, staff should carefully review and determine the nature of the employment to ensure the employment is on-going and not temporary, probationary or intermittent employment.

An On-the-Job training contract must be limited to the period of time required for a participant to become proficient in the occupation for which training is being provided. In determining the appropriate length of the training, consideration must be given to the skill gaps that exist when comparing the skill requirements of the occupation and the academic

and occupational skill level of the participant, prior work experience, and the participant's ISS. ***Note: If the employee is working in a salaried position, the employer must calculate the salary into hourly rate of pay.***

**NOTE: Any company requesting five or more OJT contracts per program year will require pre-approval from WD Administrator.**

### **CONTRACT REQUIREMENTS**

On-the-Job training contracts require that the wages paid to trainees be at least the prevailing entry wage for any specific occupation in the community. If the employer operates under a collective bargaining agreement, the wage and benefits must be those specified in that union agreement and the job opening must be cleared with the appropriate union.

The employer must comply with requirements of the Civil Rights Act with respect to equal opportunity in employment for the OJT position as well as comply with all federal, state, and local laws.

Trainees hired under OJT will be subject to the same personnel policies, rules and regulations, afforded the same benefits, and compensated at the same rates as other employees of the company.

Employers must carry Workers' Compensation Insurance and make federal and state tax withholdings as required by law. In addition, the individual trainee payroll tax records must be maintained and available for review for a minimum period of three years after the end of the training period.

Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws (including but not limited to health and safety laws), and be appropriate and reasonable with regards to the type of work undertaken and the proficiency of the participant.

The employer must certify that the participant will not displace any regular employee of the employer and that no person was displaced as a result of the relocation of the current business within the previous 120 days of signing the OJT Contract Agreement.

The OJT employer will agree to adhere to the local Workforce Development Board's grievance process if a complaint arises in connection with the OJT trainee and/or the training.

On-the-Job training participants will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship, or be required to participate in religious activities.

The OJT must be conducted at the employer's place of business or a related location.

The OJT may not be subcontracted.

No individual (neither new hire nor incumbent) may enter an OJT position if a member of his/her family is engaged in an administrative capacity with the OJT employer, including a person with selection, hiring, placement or supervision responsibilities for the OJT trainee.

The OJT employer must certify that neither the employing company nor its principals are presently debarred, suspended proposed for debarment, declared ineligible, or excluded from participation by any federal department or agency.

The OJT employer will maintain and make available for review all time and attendance, payroll, and other records to support amounts reimbursed under OJT contracts.

A participant may not be trained under an OJT contract at a particular employer if:

- (1) any other individual is on layoff from the same or substantially equivalent job;
- (2) the employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIOA participant; or
- (3) the job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.

### **SKILLS GAP ANALYSIS /TRAINING PLAN DEVELOPMENT**

Following the execution of the OJT Employer Agreement, an individualized OJT Training Plan must be developed for the acquisition of skills that the trainee does not already possess. Skills the trainee acquired from previous work or life experiences are transferrable and can be used in every occupation, regardless of the type of work. Transferrable skills are unlike job-related skills, which tend to be used in one type of work. This plan will contain occupationally specific skills that the employer requires for competency in the OJT occupation. On-the-Job Training funds should not be used for orientation to standard operating procedures of the employer. An analysis of the trainee's prior work history and the job skills gained must be compared to the job skills/job description the employer requires in the OJT occupation. The resulting gap in skills will be the basis for the development of the Training Plan. The Specific Vocational Preparation (SVP) data found in the O\*NET Online database for that particular occupation will be used and adjusted to determine the length of training necessary to acquire the needed skills. Each skill description should be concise, but comprehensive and the individual tasks should be measurable and observable. **The specific types and sources of information used to identify the scope of the skills gap along with an OJT narrative (justification documented in OJT activity case notes) must be included in the participant's case file.**

There are a number of assessment tools available that may be used to conduct a skills gap analysis and provide adequate documentation of the process used to develop the Training Plan. These include **Prove It!**<sup>™</sup>, an Internet-based assessment tool used to determine an individual's level of skills in a particular occupation and to document skill deficiencies, as well as the **O\*NET Online** website and [www.myskillsmyfuture.org](http://www.myskillsmyfuture.org) which have both been developed by the US Department of Labor.

**NOTE: Participants placed in OJT through the reverse referral process are not required to be basic skills tested (i.e., TABE tested) however the aforementioned tools must be completed to determine the skills gap.**

## **TRAINEE SKILL EVALUATION**

At the midpoint of training, the trainee's acquisition of the required occupational skills on the Training Plan will be evaluated by the employer/supervisor using the OJT Trainee Evaluation Form. This is an opportunity for the employer/supervisor and the trainee to interact and review the skills progress made by the trainee and to make any necessary adjustments to the training shown in the Training Plan.

The Trainee Evaluation Form will also be used at the conclusion of training to document the mastery of the required skills. Completion of the final skills evaluation section of the form signals the successful completion of the Training Plan and agreement by the employer to retain the trainee.

## **GENERAL PROVISIONS**

### **A. Occupational Qualifications**

The following guidelines will determine occupations that are eligible for OJT:

1. The occupation must be one in which there is a documented current or anticipated demand.
2. The occupation must not involve payment in the form of a commission as the primary source of reimbursement to the OJT Employee/Trainee.
3. The occupation must be one in which specific occupational training is a prerequisite for employment. The occupation must require at least 30 days or 240 hours of training to reach full productivity.
4. The occupation should provide for permanent, full-time employment. (Full-time employment is defined as a 40 hour work week, except where fewer hours are normal to the occupation, but in no case where the part-time hours does not average a weekly salary of \$150 and must include the same benefits provided for other employees, on a pro-rata basis).
5. For dislocated workers, training must be in an occupation which provides new skills distinct from those possessed by the dislocated worker; and the occupation must be one in which the individual would not be hired without training.
6. OJT should not be used to substitute for the following training:
  - a. Professional occupations requiring licensing, testing or certification.
  - b. Clerical occupations which typically require classroom instruction (clerk typist, secretary, stenographer).
  - c. Occupations which require an associate or baccalaureate degree as a condition of employment.
7. Training may not be provided for occupations which are currently, or will be included under an employee leasing contract whereby job openings for a particular occupation at a business facility are filled by staff of the leasing contractor.
8. Training may not be provided for occupations where adequate supervision and/or monitoring is not available. These include traveling salespersons, out-stationed job positions, truck or van drivers and other positions requiring more than an occasional trip from the worksite.
9. OJT training shall not be provided for waiters/waitresses.



10. If salaried position, the employer must calculate the salary into hourly rate of pay.

## **B. Supportive Services**

Enrollees in the On-the-Job Training Program/Regular may be provided a transportation allowance at a rate of \$.30/mile for actual miles driven for a maximum mileage amount not to exceed 200 miles per week as mandated by the LRWDB on a one time basis for three (3) weeks. Mileage Reimbursement is allowable for mileage between home and worksite destination. **REMEMBER: There is a 200 mile max per week on mileage reimbursement per participant. No carrying forward/backward between weeks is allowed. This is a one time basis for up to 3 weeks.**

The Staff/Contractor Staff will contact the enrollee, the 1st week, 2nd week, and then at least on a monthly basis thereafter, to provide counseling and to monitor the enrollee's progress.

## **C. Marketing/Contract Development**

It is the responsibility of the Staff/Contractor Staff/Business Services Coordinator to market and develop the OJT program using various methods such as: Economic Developers, Private Sector Board Members, LRWDB website, Career Centers, Community Colleges, Human Resources Associations, Local Chambers and employer visits.

Priority for OJT contract development shall be directed toward employers in the private sector; however, contracts may be developed with public sector employers when no other opportunities exist in the private sector. Priority should be given to employers within the growth industries who offer jobs reflecting the use of new technological skills.

Contract negotiations must be conducted with the employer/owner or a person who has the authority to act on behalf of, and make decisions for the company. The negotiation process must include a review of all WIOA-OJT contract rules and regulations in order to lessen audit exceptions and problems of non-compliance with the Act and the contract rules.

The cost of training will be determined as result of negotiating the program content and the length of training to be given by the employer. The present skill level of the participant(s), the specific job duties of the training position and the quality of training will determine the length of the contract and the cost of training. The job description must accurately reflect the duties of the job. By obtaining a thorough job description from the employer, and the average amount of time an employee will spend on each of the job duties within the position, a correct occupational code can be assigned and the proper length of training for the contract can be negotiated within the specified allowable maximums.

In those instances when a contract is negotiated for a new or expanding business, and not for a specific participant or group of participants, the Staff/Contractor Staff will use their knowledge of applicant skills within the local labor market as a guide for determining the length of training

## D. Length of Training

Training need, training completion, and training length are determined trainee by trainee, using the instructions as follows:

1. The Service Provider representative, working with the employer, determines the job title for the position to be trained for, referencing the Occupational Network (O\*NET). From O\*NET, SVP parameters are obtained. It is within these parameters that the length of training is set. The provider representative should consider the training needs of each participant.
2. An OJT must be limited to the period of time required for a participant to become proficient in the occupation for which training is being provided. In determining the appropriate length of the contract, consideration must be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and any disability.
3. No OJTs should be written with a Training Period of less than four weeks or more than 26 weeks. Exceptions may be made on a case-by-case basis, with the **prior** approval of the Executive Director of the Local Area.
4. The Service Provider will use the Specific Vocational Preparation (SVP) Codes, as indicated in O\*NET. It is recommended that the Service Provider access O\*NET at the crosswalk to the Classification of Instructional Programs (CIP), Dictionary of Occupational Titles (DOT), Military Occupational Classification Codes (MOC), Registered Apprenticeship Information Codes (RAIS), and Standard Occupational Classification (SOC) codes/titles: [<http://online.onetcenter.org/>].
5. The SVP number will be used as a guide to determine the maximum number of training hours for a specific occupation.

SVP Level	Maximum Training Time
2	240 hours
3	520 hours
4	1040 hours
5 or greater	1040 hours

## E. Case Management

The Case Manager shall make contact with the participant and OJT Employer at a minimum once each month and shall complete reports to be kept in the participant's file concerning the progress of training and achievement of the training objectives as defined in the contract. Concerns and corrective action necessary to accomplish the objectives shall be recorded and appropriate action and follow-up shall be documented. This contact may be in person or by telephone. **Note: A copy of the OJT contract and OJT invoice must be provided to LRWDB Fiscal Staff**

## F. Reimbursement

The Division approved an increase in the amount of reimbursement described in WIOA Section 3 (44) and WIOA Section 134 (c) (3) (H) to **up to** 75 percent of the wage rate of the participant taking into account such factors as:

- (I) the characteristics of the participants;
- (II) the size of the employer;
  - \* Up to 50 percent for employers with 251 or more employees
  - \* Up to 75 percent for employers with 250 employees or less
- (III) the quality of employer-provided training and advancement opportunities; and
- (IV) such other factors as the Governor or local WD Board, respectively, may be determined to be appropriate, which may include the number of employees participating in the training, wage, and benefit levels of those employees (at present and anticipated upon completion of the training), and relation of the training to the competitiveness of the participant.

**The aforementioned criteria must be present in order to be considered for a reimbursement amount **up to** 75 percent.**

### **The Reimbursement process:**

1. The subcontractor shall be reimbursed for training costs upon timely submission (within 15 days after the report period ends) of the Monthly Invoice and appropriately certified by the Subcontractor's signatory official. Payment shall be based on the hours actually worked for which wages are paid under each training slot, including overtime, times the negotiated fixed hourly rate. Additional overtime wages will be the responsibility of the employer and will not be reimbursed. Payment of overtime shall be restricted to work consistent with the training outline. Payment shall include reimbursement of costs associated with employment and training services and classroom training which has been integrated into the training outline and for which wages have been paid. Payments will be based on negotiated beginning wage rate.
2. OJT payments may not be based on overtime, shift differential premium pay, and other non-regular wages paid by the employer to participants.
3. No reimbursement shall be made for training costs incurred during a period of work stoppage at the employer's worksites which constitute training locations under this subcontract.
4. OJT payments may not be based upon periods of time such as illness, holidays, plant downtime or other events in which no training occurs.
5. Each trainee's wages shall be paid in full for the period for which reimbursement is being requested prior to the transmittal of an invoice for payment.
6. The hourly reimbursement on the OJT invoice must be calculated based on whole or quarter hours; i.e. 5.25, 5.5 or 5.75 or 6.

## **G. Financial and Programmatic Monitoring**

The trainee's progress under an OJT contract will be formally monitored at least once during the training period by the staff of the agency responsible for the development of the contract. Periodic communication with the OJT employer/supervisor and the trainee during the training period is required to insure the successful completion of the training.

The monitoring system should at a minimum include the following: compliance with the training outline/statement of work, comparison of time and attendance with invoices, comparison of contracted wage-rate vs. wages paid, and start date of employment vs. contract start date. The original documents which show the actual hours worked for a given time period should be reviewed rather than just a summary of hours (i.e. time card, time sheet, etc.).

OJT contracts, less than 520 hours, will be monitored when the first invoice is due. For OJT contracts, equal to or greater than 520 hours, two monitoring reviews will be conducted; one when the first invoice is due and another before the end of the contract. Employers, with more than three concurrent contracts, need to be monitored only once per quarter but at least one monitoring review should be conducted prior to all contracts expiring.

A monitoring review may also be conducted whenever there are indications of problem areas, i.e., layoffs or rumors of layoffs, decrease in hours of training as reported, complaints from participants (either formal or verbal complaints) rumors of employer filing for bankruptcy, etc.

The contractor monitoring reviews should be documented and this written documentation shall become a part of the contract file. The report must include: all areas of non-compliance with the contractual agreement, review of the eligibility of participant(s) enrolled under the contract, the corrective actions needed, and the findings of any ineligibility of WIOA participants.

## **OJT FORMS**

The forms attached are the official documents to be used when conducting WIOA-funded On-the-Job training activities and are to be completed sequentially. The OJT contract package is incomplete if all forms (Pre-Award Analysis, Employer Agreement, Training Plan, and Trainee Evaluation) are not completed.

**NOTE: Staff must submit a copy of the OJT Training Plan with the initial invoice to the LRWDB Fiscal and Evaluation Coordinator. Staff must submit OJT invoices monthly thereafter.**

# LUMBER RIVER WORKFORCE DEVELOPMENT BOARD

## On-the-Job Training (OJT) Contract: Pre-Award Analysis

### Section 1: Employer Information

*Complete the following Employer Information*

COMPANY NAME:		FEIN #:
CONTACT PERSON:	TITLE:	
COMPANY ADDRESS:		
PHONE:	FAX:	EMAIL:
TYPE OF ORGANIZATION: PRIVATE FOR PROFIT <input type="checkbox"/> PRIVATE NON-PROFIT <input type="checkbox"/> PUBLIC <input type="checkbox"/>		
COMPANY NAICS CODE:	# OF CURRENT EMPLOYEES IN THIS LOCATION:	YEARS IN EXISTENCE:

### Section 2: Criteria for OJT Employers

YES	NO	Employer Requirements
<input type="checkbox"/>	<input type="checkbox"/>	1) Does the employer agree to ensure that the OJT will <b>not</b> result in the replacement of laid-off workers?
<input type="checkbox"/>	<input type="checkbox"/>	2) Does the employer ensure that the company has not exhibited a pattern of failing to provide OJT trainees with continued long-term employment?
<input type="checkbox"/>	<input type="checkbox"/>	3) Does the employer commit to providing long-term employment for successful OJT trainees, barring unforeseen economic conditions?
<input type="checkbox"/>	<input type="checkbox"/>	4) Does the employer agree to ensure that the OJT will <b>not</b> result in the full or partial displacement of currently employed workers nor will it infringe on promotional opportunities of current workers?
<input type="checkbox"/>	<input type="checkbox"/>	5) Does the employer agree to ensure that trainees will be provided the same benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work?
<input type="checkbox"/>	<input type="checkbox"/>	6) Does the employer agree to ensure that trainee wages to be paid are at least equal to both: a) the Federal, state or local minimum wage (Fair Labor Standards Act), and b) other employees in the same occupation with similar experience?

<input type="checkbox"/>	<input type="checkbox"/>	7) Does the employer agree to ensure that trainees are provided with the same workers' compensation coverage as regular, non-OJT employees? a) Worker's Compensation Company: b) Account #: c) Effective Dates:        to
<input type="checkbox"/>	<input type="checkbox"/>	8) Does the employer agree to ensure that the OJT will <b>not</b> result in the impairment of existing contracts for services or collective bargaining agreements?
<input type="checkbox"/>	<input type="checkbox"/>	9) Does the employer agree to ensure that OJT funds will <b>not</b> be used to directly or indirectly assist, promote, or deter union organizing?
<input type="checkbox"/>	<input type="checkbox"/>	10) Does the employer agree to ensure that WIOA funds will <b>not</b> be used to relocate operations in whole or in part?
<input type="checkbox"/>	<input type="checkbox"/>	11) Does the employer confirm that the company has operated at current location for at least 120 days (unless the new location did not result in the layoff of employees at another location)?
<input type="checkbox"/>	<input type="checkbox"/>	12) Does the employer agree to provide safe working conditions for OJT trainees?

### Section 3: Authorized Signatures

*I hereby certify that the above information is, to the best of my knowledge, true and correct.*

EMPLOYER SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:

### Section 4: Outcome of Pre-Award Interview

1. Does the employer meet all requirements (i.e. answer "yes" to all twelve questions above) of the OJT pre-award analysis? YES ☐ NO ☐

2. Will an OJT Contract (Employer Agreement) be developed? YES ☐ NO ☐

If not, please explain.

---



---



---

**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
**[ ]**  
**On-the-Job Training (OJT) Contract: Employer Agreement**

## Section 1: Contact Information

Complete the following Employer Information	
WIOA OJT AGENCY:	WIOA OJT AGENCY REPRESENTATIVE:
PHONE NUMBER/ EMAIL ADDRESS:	
COMPANY NAME:	<input type="checkbox"/> STATE ACTIVITIES FUNDS <input type="checkbox"/> FORMULA FUNDS <input type="checkbox"/> OTHER (SPECIFY)
ADDRESS:	PHONE NUMBER:
EMPLOYER REPRESENTATIVE:	TITLE:
EMAIL ADDRESS:	
CONTRACT START DATE:	CONTRACT END DATE:

## Section 2: Contract Agreement

This contract is entered into between \_\_\_\_\_, hereinafter called the Workforce Innovation and Opportunity Act (WIOA) OJT Agency, and \_\_\_\_\_, hereinafter called the Employer.

The parties hereto agree that the Employer will employ worker(s) and provide On-the-Job Training services to individuals referred by the WIOA OJT Agency and deemed acceptable by the Employer in accordance with the associated pre-award analysis and training plan(s) attached and made a part thereof. Reimbursement will be paid pursuant to the terms and conditions set forth under the General Assurances on the reverse side of this signatory sheet. In no case shall total reimbursement exceed \_\_\_\_percent of the gross wages paid to the trainee(s) during the training period. In addition, the Employer agrees that it will perform under this contract in accordance with the Workforce Innovation and Opportunity Act and the regulations, procedures and standards promulgated there under. The Employer shall comply with all applicable Federal, State and local laws, rules and regulations which relate to the employment of persons who perform work and are trained under this contract.

Individuals employed under this contract must be certified as being eligible by the WIOA OJT Agency. The Employer agrees to submit an invoice for reimbursement to the WIOA OJT Agency (\_\_\_\_). In addition, the Employer agrees to complete and submit the attached evaluation for each trainee at the

### Section 3: Authorized Signatures

*I agree to all terms, conditions, and general assurances set forth in this contract. I hereby certify that the information is, to the best of my knowledge, true and correct.*

EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:

### Section 4: Contract Agreement Modification, if applicable

Contract Agreement terms modified:

---

Reason for modification or cancellation:

---

*I hereby certify that I agree to the contract agreement modification(s) as stated above.*

EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:



## On-the-Job Training General Assurances

### 1. Employer Criteria

- a. The employer must provide information such as an IRS Employer Identification number to demonstrate that they are a legitimate employer, having full-time employees, and conducting their trade or business at an appropriate worksite.
- b. The employer must not be involved in a current labor dispute and must not have a history of frequent layoffs.
- c. OJT training may not be subcontracted and must be conducted at the employer's place of business, which meets prevailing standards with respect to wage, hours and conditions of employment.
- d. Employer referrals to NC Career Centers are permitted. Eligibility and suitability for OJT must be determined and verified prior to hiring and/or the beginning of training.
- e. OJT contracts are permitted with firms in which current and/or past Workforce Development Board (WDB) members are employed or otherwise have a financial or personal interest.
- f. The employer must be in compliance with all applicable business licensing, taxation and insurance requirements. The employer must not be in violation of any local, state or federal labor laws.

### 2. OJT Training Occupation

- a. The OJT training occupation must not be seasonal, intermittent, or temporary.
- b. The occupation must not involve payment in the form of a commission as the primary source of payment to the OJT employee.
- c. The occupation must be one in which specific occupational training is a prerequisite for employment.
- d. The occupation must provide full-time employment. (Full-time is defined as a 40-hour work week, except where fewer or greater hours are normal to the occupation, but in no case less than 30 hours per week.) Contracts may also be negotiated for part-time employment if such negotiation is undertaken for a specific participant, but only in those instances where full-time employment is not feasible due to limitations (*i.e.*, individuals with an impairment or disability).
- e. Training may not be provided for occupations where adequate supervision and/or monitoring are not available. These may include traveling salespersons, out-stationed job positions, truck or van drivers and other positions requiring more than an occasional trip from the employer worksite.
- f. NEG/ARRA funded occupations are prohibited at casinos or other gambling establishments, swimming pools, aquariums, zoos, and golf courses.

### 3. Payments

- a. The employer shall be reimbursed for training costs upon timely submission of the invoice appropriately certified by the employer's signatory official. Payment shall be based on the hours actually worked for which wages are paid under each training slot, times the negotiated fixed hourly rate. Payment of overtime shall be restricted to work consistent with the training plan. Payment shall include reimbursement of costs associated with employment and training services which have been integrated into the training plan and for which wages have been paid.
- b. No reimbursement shall be made for a period of work stoppage at the employer's worksite.
- c. Each trainee's wages shall be paid in full for the period for which reimbursement is being requested prior to the transmittal of an invoice to the WDB for payment.

### 4. Availability of Funds

Payment for contract activity extending into the next program year is conditional on the availability of WIOA funds in that program year. No obligations will be incurred by the employer if such funds are not available. The employer will be notified in advance when funds are limited.

### 5. Records Retention and Review

- a. The employer shall maintain records (business receipts, payroll records), sufficient to reflect all costs incurred in the performance of this contract until the appropriate Workforce Development Board audit has been fulfilled, or until the expiration of three years from the date of final payment under this contract.
- b. The employer's establishment and records related to the participant, as may be engaged in the performance of this contract, shall be subject at a reasonable time to inspection, audit, review and evaluation by the U.S. Department of Labor, State of North Carolina, and the Workforce Development Board.
- c. The employer agrees to reimburse to the Workforce Development Board any and all funds received under this contract which are determined by audit to have been spent in activities not in compliance with the provisions of this contract.

### 6. Contract Modifications

This contract may be modified, terminated, or canceled whenever it is determined that such action is in the best interest of the WIOA program or employer. Terminations, cancellations, and modifications shall be effective on the date of execution.

### 7. Sectarian/Religious Activities

No participant enrolled under the contract shall be employed on the construction, operation, or maintenance of any facility as is used, or to be used, for sectarian instruction or as a place for religious worship. Participants may not be trained or employed in sectarian and/or political activities.

### 8. Disclosure of Confidential Information

Confidential information about any trainee shall be divulged by the employer only as necessary for purposes related to evaluation of the employee's performance.

### 9. Nepotism

No persons shall be hired under this contract if a member of his or her immediate family is employed in an administrative capacity by the employer. The term "administrative capacity" includes those who have selection, hiring, placement, or supervisory responsibility for OJT participants and "immediate family" shall include: Wife/Husband, Son/Daughter, Mother/Father, Brother/Sister, Son-In-Law/Daughter-In-Law, Mother-In-Law/Father-In-Law, Stepparent, Stepchild, Grandparent, and Grandchild.

### 10. Debarment and Suspension

The employer certifies that neither he/she nor the company's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

### 11. Equal Opportunity and Non-Discrimination

The employer shall not discriminate against any employee or applicant because of race, color, religion, sex, age, disability, political affiliation, beliefs, citizenship or national origin and agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity clause. This contract is subject to the Civil Rights Act of 1964 and ensuing Regulations in 29 CFR Part 31.

### 12. Grievances

The employer will ensure that the OJT trainee is informed of established grievance procedures for resolving employee complaints.

### 13. Maintenance of Effort

Employer sponsored training in existence prior to initiation of this project shall be continued and may not be reduced in any way as a result of this contract (except for reduction unrelated to the provisions and purposes of this contract).

### 14. Conditions of employment

Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to labor and employment laws, environmental laws or health and safety laws)

**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
**[Insert OJT Provider Name Here]**  
**On-the-Job Training (OJT) Contract: Training Plan**

**Section 1: General Information**

<b>Please complete the following:</b>			
TRAINEE NAME:			JOB TITLE:
O*NET CODE:	SVP CODE:	HOURLY STARTING WAGE:  \$	HOURLY ENDING WAGE:  \$
REIMBURSEMENT PERCENTAGE:  %	REIMBURSEMENT RATE:  \$	MAXIMUM TRAINING HOURS:	MAXIMUM REIMBURSABLE AMOUNT:  \$
COMPANY NAME:		COMPANY ADDRESS:	
TRAINEE SUPERVISOR:		TITLE:	PHONE/EMAIL:
EMPLOYER REPRESENTATIVE NAME:		WIOA OJT AGENCY REPRESENTATIVE:	WIOA OJT AGENCY REPRESENTATIVE CONTACT INFO:
PAY SCHEDULE: Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Other <input type="checkbox"/>		PAY DAY:  PERIOD COVERED:	RATIO OF TRAINEES TO SUPERVISOR:
BENEFITS AVAILABLE (list):			

## Section 2: Training Outline

List in the chart below the skills needed to become proficient in the position. *Note: the standard training hours are determined through the use of SVP codes while the actual anticipated training hours are determined after careful analysis of the trainee's current skills and work history.* Please list the standard and anticipated hours required for each skill, as well as the estimated start and end dates. The midpoint and final evaluations will address all listed skills objectives. Attach an official job description to the completed contract.

<u>JOB SKILLS NEEDED</u>	STANDARD TRAINING HOURS	ANTICIPATED TRAINING HOURS	ESTIMATED START DATE	ESTIMATED END DATE

## Section 2: Training Outline (continued, if applicable)

JOB SKILLS NEEDED	STANDARD TRAINING HOURS	ANTICIPATED TRAINING HOURS	ESTIMATED START DATE	ESTIMATED END DATE

### Section 3: Authorized Signatures

By signing below, I agree to adhere to the Training Outline and my responsibilities thereof.		
EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
SUPERVISOR SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
TRAINEE SIGNATURE:		DATE:

### Section 4: Training Plan Modification, if applicable

On-the-Job Training Plans may require changes for which a modification is necessary. Reasons for a modification include but are not limited to:

- To extend the end date of training due to illness or equipment failures at the place of business.
- To correct errors in the original training budget or the description of the job duties.
- Cancellation.
- To extend the end date in order to ensure satisfactory skill attainment.

The Employer and the OJT Agency agree that this Training Plan shall be modified as stated:

---

---

---

Except as hereby modified, all other terms and conditions of this training plan remain unchanged and in full force and effect. The effective date of this modification is \_\_\_\_\_.

The employer and the OJT Agency mutually agree to abide by the terms and conditions stated and do hereby execute this modification in keeping with our respective authority.

*By signing below, I agree to adhere to the modifications set forth in Section 4*

EMPLOYER SIGNATURE:	TITLE:	DATE:
SUPERVISOR SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
TRAINEE SIGNATURE:		DATE:

# LUMBER RIVER WORKFORCE DEVELOPMENT BOARD

[Insert OJT Provider Name Here]

## On-the-Job Training (OJT) Contract: Trainee Evaluation

Trainee Name:

Supervisor Name:

Company Name:

### Section 1: Evaluation

JOB SKILLS OBJECTIVES	MIDPOINT EVALUATION OF SKILLS	MIDPOINT EVALUATION DATE	FINAL EVALUATION OF SKILLS	FINAL EVALUATION DATE
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	

### Section 2: Authorized Signatures

#### Midpoint Evaluation

<i>I hereby certify that the above information is accurate.</i>	
EMPLOYER SIGNATURE:	DATE:
SUPERVISOR SIGNATURE:	DATE:
TRAINEE SIGNATURE:	DATE:

#### Final Evaluation

<i>I hereby certify that the above information is accurate.</i>	
EMPLOYER SIGNATURE:	DATE:
SUPERVISOR SIGNATURE:	DATE:
TRAINEE SIGNATURE:	DATE:

- ☐ Having satisfied the requirements of the training plan, employment continues on an unsubsidized basis.

### Section 3: Comments (please explain any unsatisfactory evaluation items)

---



---



---



---

Contract Number:

## Lumber River Workforce Development Board

Insert OJT Provider Name Here

### On-the-Job Training (OJT) Contract: Monitoring Tool

#### Section 1: General Information

Please complete the following:		
TRAINEE NAME:	JOB TITLE:	EMPLOYER:
TRAINEE SUPERVISOR:	TITLE:	OJT TRAINING DATES:
NAME OF REVIEWER:	TITLE:	DATE OF REVIEW:

#### Section 2: Trainee Interview

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	1) Do you have a copy of your Training Plan?
<input type="checkbox"/>	<input type="checkbox"/>	2) Are you receiving the type of training outlined on the Training Plan? If not, do you know why? _____ _____
		3) Who is providing the training and how much time do they typically spend with you during the day? _____
<input type="checkbox"/>	<input type="checkbox"/>	4) Does your supervisor explain your assignments and provide support if needed?
<input type="checkbox"/>	<input type="checkbox"/>	5) Does your supervisor review your performance with you consistently?
<input type="checkbox"/>	<input type="checkbox"/>	6) Do you have any concerns about the job; working conditions including safety provisions, supervision, working hours, pay, etc.? _____ _____ _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	7) Do you have any additional comments, questions or concerns? _____ _____ _____ _____



Contract Number:

### Section 3: Employer/Supervisor Interview

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	1) Do you have a copy of the trainee's OJT Training Plan?
<input type="checkbox"/>	<input type="checkbox"/>	2) Is the Training Plan being followed? If not, why? _____ _____ _____
		3) Who is providing the training and how much time do they typically spend with the trainee during the day? _____ _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	4) Do you review the trainee's progress with them regularly? Please explain. _____ _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	5) Is the trainee making satisfactory progress in learning the position? Please explain. _____ _____ _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	6) In general, are you satisfied with the OJT experience including the trainee, contract process, training plan development, and evaluation process? _____ _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	7) Do you have any other questions, comments or concerns? _____ _____ _____

### Section 4: Signature

WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	DATE:

**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD***Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)***Workforce Innovation and Opportunity Act (WIOA)****FINANCIAL AWARD ANALYSIS****(TO BE COMPLETED BY THE TRAINING PROVIDER AND THE WIOA SERVICE PROVIDER)****A. TRAINING PROVIDER:**

1. WIOA Customer:	2. SS#:	3. Telephone #
4. Training Start Date:	5. Training End Date:	
6. Name(s) / Type(s) Of Training :	7. Semester /Calendar Year:	
8. Training Provider Contact Person:	9. Telephone #:	10. Fax #:

**B. TRAINING COST**

A. TRAINING ITEMS	B. FUND ASSIGNMENTS (#1-4 UNDER FUNDING SOURCES)	C. SEMESTER COST	D. TOTAL COST OF TRAINING SERVICES
Application / Registration			
Tuition			
Books/ Supplies			
Shop/Clinic/Lab Fees			
Licenses / Permits			
Parking Fees			
Student Insurance			
Student Activity Fees			
Other Required Cost (specify)			
Other Required Cost (specify)			
<b>TOTAL PROJECTED COST OF TRAINING</b>			

**C. AVAILABLE RESOURCES**

A. AVAILABLE FUNDING SOURCES (Documentation must be attached)	B. AID PER SEMESTER	C. TOTAL AVAILABLE RESOURCES
1. Federal Pell Grant (attach award letter)		
2. Scholarships/Grants/Other Financial Aid (attach applicable award/denial letters)		
3. Other Sources (specify): (do not include loans)		
4. Vocational Rehabilitation/Social Services		
5. TOTAL NON – WIOA AVAILABLE RESOURCES		
6. NEEDED/ REQUESTED WIOA TRAINING RESOURCES		
7. ADDITIONAL RESOURCES NEEDED (normally this should be a zero balance)		

**D. PENDING FAFSA APPLICATION**

1. Applicant has completed and submitted the Free Application for Federal Student Aid. \_\_\_\_ Yes \_\_\_\_ No
2. The Application is pending. \_\_\_\_ Yes \_\_\_\_ No
3. Applicant has exhausted Pell Grant Funds \_\_\_\_ Yes \_\_\_\_ No (WIOA Staff: if yes, refer to Occupational Skills Policy for instructions)

**E. SIGNATURES**

\_\_\_\_\_, authorize and consent to the release and exchange of confidential information to the WIOA service provider and the training provider.

SIGNATURES: \_\_\_\_\_  
WIOA Customer Date

\_\_\_\_\_  
Financial Aid Officer Date

\_\_\_\_\_  
WIOA Service Provider Date

\_\_\_\_\_  
Career Center

Lumber River  
Workforce  
Develop.  
Accountability  
Tool  
ADULT/DW

**PY2020**

**CONTRACTOR:**

Contractor:

## **LUMBER RIVER WORKFORCE DEVELOPMENT PY2020 ACCOUNTABILITY TOOL**

A standard program monitoring instrument developed by the Lumber River Local Area is used to review Workforce Innovation and Opportunity Act (WIOA) programs for compliance with the contract and applicable laws, regulations, policies and procedures. Programs are also assessed to determine progress toward program objectives. In order to capture a clear picture of program operations performance. **Please note that the review is based on requested items being available at time of the entrance conference on the date of scheduled monitoring review. A list of items will be provided for each contractor to have available at time of entrance conference at the designated site of monitoring. Items not available will be noted as such and will affect the overall review. Missing items will still be required to be submitted to LRWDB for review but will not change the monitoring review status.** The following areas will be addressed for each service provider:

- Area I: Program Administration; process of maintaining policy and procedures**
- Area II: Applicant Eligibility/Services/Case File Review; method of capturing participant involvement. Note: This section applies to participants enrolled in Individualized Career and/or Training Services only**
- Area III: Staff Meetings/Professional Development; training to enhance service delivery methods**
- Area IV: Service Delivery Summary Reports; verification of services provided to customers**
- Area V: Fiscal Review; ensure proper management of funds**

In reviewing contractor performance in areas I thru IV, a programmatic category of concern will be assigned. The categories of concern are defined as follows:

- Level 1 - Minor** – areas that are not pertaining to unallowable cost or eligibility
- Level 2 - Moderate** – areas that require immediate attention but does not result in ineligibility
- Level 3 - Major** – areas that may result in ineligibility /not in compliance with WIOA/LA rules and regulations

Please note that any concern or deficiency found is considered out of compliance with Local Area policy; however the level of concern is taken into consideration.

### **Area I: Program Administration**

#### **A. WIOA ADULT & DISLOCATED WORKER PROGRAM PLAN DOCUMENTS**

1. Does the contractor/service provider have a copy of the WIOA law and the implementing regulations?
2. Does the contractor/service provider have a final corrected/revised copy of the WIOA Statement of Work (SOW)?
3. Does the contractor/service provider have a fully executed copy of the current WIOA contract with LRJTC?
4. Does the contractor/service provider maintain all the LA policy issuances?
5. Does the contractor/service provider maintain a file of WIOA correspondence?

**Contractor:**

**B. PERSONNEL POLICY & ORGANIZATIONAL CHARTS**

1. Does the contractor have a current organizational chart available for review?
2. Does the organizational chart depict the WIOA program and positions in relation to the entire organization?
3. Are job duties, as specified in the SOW carried out as stated?
4. Is there an established, written personnel policy available for review?
5. Does the personnel policy cover all aspects of employment?
6. Are the personnel policies readily available to staff and participants?
7. Has the contractor specified an individual in-house to be the EEO officer?
8. Who is responsible for training new employees on WIOA rules, regulations and guidelines:
9. Are the Office of Civil Rights Equal Opportunity Posters displayed in areas that are accessible to applicants and participants?

**C. CAREER CENTER INTEGRATED SERVICES DELIVERY (ISD) INVOLVEMENT**

1. Is the contractor aware of services highlighted in the Center Product Box?
2. Does the contractor offer services through the Career Center?
3. Has the contracting staff been assigned to ISD Functional Teams? Explain.
4. Does the contractor receive referrals from the other agencies within the Career Center?
5. How are referrals documented? Provide evidence.
6. Have those referred clients been served in WIOA? If applicable,

**D. INTERNAL MONITORING**

1. Does the contractor maintain internal monitoring of activities for WIOA? Provide evidence of internal monitoring process as it relates to the following:
  - Contract Compliance
  - Performance Goals
  - Provision of WIOA Services
  - Eligibility
  - Retention of Records
  - Corrective Actions
2. Does the frequency of internal monitoring adhere to the agency CFP/RFP schedule?
3. Provide the name and title of the person responsible for internal monitoring:

**Contractor:**

**E. EEO, GRIEVANCE, AND NON-CRIMINAL PROGRAM COMPLAINTS**

1. Are WIOA participants informed of the EEO officer's name upon enrollment?
2. Are WIOA participants informed of their Non-Discrimination/Equal Opportunity Standards and Complaint Procedures?
3. Are WIOA participants informed of their grievance rights upon enrollment?
4. Are WIOA participants informed of the procedures for processing non-criminal program complaints?

**Area II: Applicant Eligibility/Services/Case File Review** *Note: Ten (10) active participant files will be reviewed for each center*

**A. APPLICANT ELIGIBILITY DETERMINATION & VERIFICATION**

1. Who is the individual(s) authorized to approve eligibility?
2. Does the contractor/service provider correctly identify and maintain the documents pertinent to the determination and verification of eligibility?
3. Do the documents maintained as eligibility documentation correlate to the documents indicated in NCWorks Online?
4. Are male participants in compliance with the Military Selective Service Act? **(if applicable)**
5. Are participants residents of the Local Area?
6. Has Priority of Service been addressed?
7. Is there third party verification statements of family size and income?
8. At what point in the delivery of services are participants registered for WIOA Individualized Career services?

**C. ORIENTATION**

1. Are participants given an orientation to WIOA – the full array of services available through the program?
2. Is there written orientation documentation in the case notes?

**D. ASSESSMENT**

1. How is the assessment process documented?
2. Do the appropriate assessment(s) tools cover all aspects of participants basic, work readiness and life skills criteria as well as supportive services necessary?
3. Is the ISS completed in its entirety?
4. Is the ISS specific in the plan for training time frames for completion?
5. Based on the assessment, what is the process for referring participants to needed services?
6. Is the ISS activity notes updated every 90 days?

**Contractor:**

**E. CASE MANGEMENT**

1. Has effective case management been applied and documented for each participant?
2. Describe the frequency of case note documentation to meet LA Policy compliance?

**F. CASE CLOSURE**

1. Do case notes reflect a clear service flow from enrollment to closure?
2. Did the supervisor review/approve the file prior to closure?
3. Does the closure date of last activity coincide with the last case note contact date?
4. Has a service been provided on the last date of participation?
5. Is a closure/exit summary included?

**G. MANAGEMENT INFORMATION SYSTEM (MIS)**

1. Has MIS information been entered into the system completely and accurately?
2. Are activities/services entered into the system in accordance to LA Policy?
3. Identify problems/concerns users have regarding the NCWorks Online System?

**Area III: Staff Meetings/Professional Development**

Attendance at contractor meetings and trainings is mandatory. At the meetings, contractors will be updated on program issues and policy updates. Contractors will be asked to provide timely reports to include upcoming events, success stories and program highlights. Staff is also expected to attend training, which will enhance their career development skills. Local Area training will be held according to staff training needs. In order to further develop professional skills, it is strongly encouraged that each staff member completes the Career Development Training and become certified. Also, attain a Career Readiness Certification. Lastly, contractors are expected to attend conferences and trainings sponsored and/or endorsed by the N.C. Division of Workforce Solutions.

**A. Staff Meetings/Professional Development**

1. Document attendance at Coordinator meetings:
2. Document attendance at Technical Assistance sessions:
3. Document Career Development Facilitator certifications:
4. Document Career Readiness Certifications:
5. Document attendance at Statewide Conferences:

Contractor:

### **Area IV: Service Delivery Summary Report**

This report has been implemented to capture services provided to customers enrolled in the WIOA program and customer employment placement after services have been provided.

#### **Chart#1: captures the number enrolled in services listed monthly PY19 Carryover**

<b>ADULT Services</b>	<b>PY 19 Carry Forward</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>Cumulative</b>
<b>Number Enrolled in Individualized Career</b>														
<b>Number Enrolled Occupational Skills Training (OST)</b>														
<b>Number of On the Job Trainings (OJT)</b>														
<b>Number of Work Experience Placements (WEX)</b>														
<b>Total Staff</b>														



Contractor:

**Chart#1: captures the number enrolled in services listed monthly including PY19 Carryover**

<b>DISLOCATED WORKER Services</b>	<b>PY 19 Carry Forward</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>Cumulative</b>
<b>Number Enrolled in Individualized Career</b>														
<b>Number Enrolled Occupational Skills Training (OST)</b>														
<b>Number of On the Job Trainings (OJT)</b>														
<b>Number of Work Experience Placements (WEX)</b>														
<b>Total Staff</b>														

Contractor:

**Chart #2 : captures customers that have been placed in employment after receiving WIOA services on the “Basic Career”, “Individualized Career”, or “Training” level. (Adult and Dislocated Worker) including PY19 Carryover**

**ADULT**

Participant Name	Training Type	Training Completion Date	Employment Date	Employment Type	Employer

**DISLOCATED WORKER**

Participant Name	Training Type	Training Completion Date	Employment Date	Employment Type	Employer

Contractor:

## **AREA V: Fiscal Review:**

**PLEASE NOTE:** Fiscal review is based on requested items being available at time of the entrance conference on date of scheduled monitor review. A list of items will be provided for each contractor to have available at the site of monitoring. It is the coordinator's responsibility to assure copies of all items listed are available at time of entrance conference at designated site of monitoring. Items not available will be noted as such and will affect overall score of review. Missing items will still be required to be submitted to LRWDB for review but will not change monitoring score.

In reviewing contractor performance in areas VI, a fiscal category of concern will be assigned. The categories of concern are defined as follows:

### **FISCAL LEVEL OF CONCERNS:**

- |                           |  |
|---------------------------|--|
| Level I – <i>Moderate</i> | areas that are not in compliance with WIOA/LA rules and regulations/policies but does <b><u>NOT</u></b> result in unallowable costs  |
| Level II- <i>Major</i>    | areas that are not in compliance with WIOA/LA rules and regulations/policies and result in unallowable costs<br>(examples but not limited to: ineligible for program & incurred costs; eligible but not enrolled in WIOA at time of expense; mis-calculation which results in overpayment of expenses; ITA/FAA/Cost Authorization forms not completed or completed incorrectly such as attendance sheets completed with attendance time prior to date of attendance, timesheets signed by participant for workdays prior to days worked) |

## **A. Fiscal Management System**

1. What financial records does the contractor maintain?

- |  |   |
|--|---|
| <input type="checkbox"/> General ledger        | <input type="checkbox"/> Payroll Register           |
| <input type="checkbox"/> Cash Receipts Journal | <input type="checkbox"/> Accounts Receivable Ledger |
| <input type="checkbox"/> Accounts Payable      |   |

2. Does the contractor maintain separate financial accountability for each WIOA funding stream? Yes \_\_\_\_\_ No \_\_\_\_\_

3. Does the contractor complete monthly bank statement reconciliations? Yes \_\_\_\_\_ No \_\_\_\_\_  
Last month available for review: \_\_\_\_\_

4. Does the contractor have reasonable protocol in place to assure segregation of fiscal duties to assure there are no opportunities for mismanagement of WIOA funds? Yes \_\_\_\_\_ No. \_\_\_\_\_

**Contractor:**

- Name of person who completes bank statement reconciliation: \_\_\_\_\_
- Name of person who receipts funds received: \_\_\_\_\_
- Name of person who prepares deposits: \_\_\_\_\_
- Name of person who processes invoices/accounts payable: \_\_\_\_\_
- Name of person who processes payroll: \_\_\_\_\_
- Name of person(s) who is authorized to sign accounts payable/payroll checks: \_\_\_\_\_
- Name of person who reconciles processed payments (invoices/payroll) with invoices/payroll records for authenticity/approval: \_\_\_\_\_

5. Has the contractor generated Program Income within the WIOA Funded Program(s)? Yes \_\_\_\_\_ No \_\_\_\_\_

a) If yes, identify: \_\_\_\_\_

b) If yes, has the local area been notified? Yes \_\_\_\_\_ No \_\_\_\_\_ (if no, explanation as to why) \_\_\_\_\_

c) Has the Program Income been reported to the local area on the monthly financial report? Yes \_\_\_\_\_ No \_\_\_\_\_  
If no, explanation required: \_\_\_\_\_

6. Does the contractor maintain a petty cash account? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, describe process for distribution and reconciliation: \_\_\_\_\_

7. Does the contractor report accruals? Yes \_\_\_\_\_ No \_\_\_\_\_

8. Does the contractor allow for checks to be written for cash? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain purpose/accountability: \_\_\_\_\_

9. Describe the contractor's check signing requirements/process (automation?/multiple signatures, etc.): \_\_\_\_\_

Contractor:

**B. Travel:**

Before reimbursement is made for staff travel, does the agency require the following:

1. Are travel vouchers checked for completeness and accuracy? Yes \_\_\_\_\_ No \_\_\_\_\_

2. Does the travel voucher have as a minimum the following?

- \_\_\_\_\_ Date of Travel
- \_\_\_\_\_ Purpose of Travel
- \_\_\_\_\_ Destination of Travel
- \_\_\_\_\_ Number of miles for each trip
- \_\_\_\_\_ Total number of miles
- \_\_\_\_\_ Rate of reimbursement
- \_\_\_\_\_ Total amount of reimbursement
- \_\_\_\_\_ Signature of traveler
- \_\_\_\_\_ Signature of authorized personnel granting approval for travel

3. Does the rate of reimbursement agree with the rate stated in the budget? Yes \_\_\_\_\_ No \_\_ (\_\_\_\_\_)

Concerns:

**C. Other Compliances:**

1. Is the contractor complying with required Quarterly Reports as they apply to the following?

Federal Taxes	Yes _____	No _____	latest report date: _____
State Taxes	Yes _____	No _____	latest report date: _____
FICA Taxes	Yes _____	No _____	latest report date: _____
Unemployment Insurance	Yes _____	No _____	latest report date: _____

Contractor:

2. Has the contractor leased or purchased equipment in the current program year with WIOA funds? Yes \_\_\_\_\_ No \_\_\_\_\_
  - a) If yes, is the equipment listed in the approved budget or has the agency received prior approval before incurring costs?  
Yes \_\_\_\_\_ No \_\_\_\_\_ (if no, explanation)
  - b) If yes, has the contractor sent copies of the vendor's invoices to LRWDD? Yes \_\_\_\_\_ No \_\_\_\_\_
3. Is the contractor in compliance with Property Management Requirements as stated in the Program/Financial Management Section of RFP/CFP, that states: contractor agrees to maintain careful accountability of all WIOA purchased non-expendable property and to maintain an inventory of all properties issued by the LRWDB or subsequently acquired with WIOA funds?  
Yes \_\_\_\_\_ No \_\_\_\_\_ (review for current location of items)
4. a) Is contractor agency bonded? Yes \_\_\_\_\_ No \_\_\_\_\_  
b) Is the bonding coverage in compliance with LRWDB (term and amount)? Yes \_\_\_\_\_ No \_\_\_\_\_
5. Has contractor performed internal fiscal monitoring as described in contractor's RFP/CFP? Yes \_\_\_\_\_ No \_\_\_\_\_  
Obtain copy/documentation or interview coordinator for results:
6. Does the contractor have a copy of the LA Fiscal Management Guide on file? Yes \_\_\_\_\_ No \_\_\_\_\_
7. Does the agency/staff have access to a copy of the approved budget on file? Yes \_\_\_\_\_ No \_\_\_\_\_  
Review for latest approved budget: \_\_\_\_\_
8. Does the contractor adhere to the LA Automobile Insurance Policy/guidelines? Yes \_\_\_\_\_ No \_\_\_\_\_  
Effective Dates:
9. Has the contractor provided its latest copy of their agency's audit (30 days after completion no later than 9 months after end of audit period)?  
  
Yes \_\_\_\_\_ No \_\_\_\_\_ Latest audit provided:  
If applicable, when is next audit estimated to be completed:
10. Upon review of latest audit, are there findings that have or could have a direct impact on WIOA funds? Yes \_\_\_\_\_ No \_\_\_\_\_
10. If yes, has issue(s) been satisfactorily rectified?

Contractor:

**D. FINANCIAL TESTING- Test sample of two months (most current):**

**(1) ACCOUNTS PAYABLE/INVOICES -**

Compare the monthly financial report with the Contractor's General Ledger.

**RESULT OF TEST:**

<b><u>MONTHS TESTED</u></b>	<b><u>TOTAL INVOICE (LRSDA)</u></b>	<b><u>TOTALS FROM GENERAL LEDGER</u></b>
_____	_____	_____
_____	_____	_____

For the two months tested is there a source document/invoice for each disbursement paid by WIOA funds? Yes \_\_\_\_\_ No \_\_\_\_\_

List any that do not have a source document for each disbursement:

Is the contractor reporting expenditures in a timely manner (by 15<sup>th</sup> of month)? Yes \_\_\_\_\_ No \_\_\_\_\_

Concerns/Questions/Notes:

**(2) STAFF SALARIES/FRINGE BENEFITS-**

Reconcile total staff salaries and fringe benefits reported on payroll records for the two months tested in #1 above.

**RESULT OF TEST:**

<b><u>MONTHS LISTED</u></b>	<b><u>TOTAL REPORTED TO LRCOG</u></b>	<b><u>TOTALS REPORTED GENERAL LEDGER</u></b>
_____	_____	_____
_____	_____	_____

Contractor:

Are there Federal Time Recording to support all staff salaries (list concerns)?    Yes \_\_\_\_\_ No \_\_\_\_\_

Are all time sheets signed by staff and approved by authorized personnel (list concerns)?    Yes \_\_\_\_\_ No \_\_\_\_\_

Concerns/Questions/Notes:

**(3) PARTICIPANT SALARIES/FRINGE BENEFITS**

Reconcile total participant wages reported to payroll records for the two months tested in #1 above.

**RESULT OF TEST:**

<b><u>MONTHS LISTED</u></b>	<b><u>TOTAL REPORTED TO LRCOG</u></b>	<b><u>TOTALS REPORTED GENERAL LEDGER</u></b>
_____	_____	_____
_____	_____	_____



Contractor:

**PARTICIPANT FILE REVIEW: (10 active files)**

**E. WORK EXPERIENCE (TRANSISTIONAL JOBS-PARTICIPANT WAGES) (POLICY 2019-12)**

*Number of participant files reviewed with a Work Readiness Activity:* \_\_\_\_\_

1. Did the participant complete Job Readiness training (workshops/orientation/etc.) prior to the WE/Internship? Yes \_\_\_\_ No \_\_\_\_  
Review and provide copies/documentation (case notes) of such:
2. Is the participant's ISS updated to show need for the Work Readiness Activity? Yes \_\_\_\_ No \_\_\_\_
3. Are the following forms, as applicable, available in the participant's file and completed accurately? Yes \_\_\_\_ No \_\_\_\_

Work Experience Policy:

Worksite Agreement/Training Description:

Applicable Tax Forms:

Worksite Agreement Change Form, if applicable:

Worksite Supervisor Orientation:

Enrollee Evaluation Sheet:

Tracking Form:

4. Is there a time sheet to support wages paid to the participant (list concerns)? Yes \_\_\_\_ No \_\_\_\_

Concerns:

5. Are time sheets signed by the participant and worksite supervisor (list concerns)? Yes \_\_\_\_ No \_\_\_\_

Concerns:

6. Do timesheets meet Local Area policy for neatness, calculation of time, no whiteout, completed in ink, etc.? Yes \_\_\_\_ No \_\_\_\_

Concerns:

Contractor:

**F. SUPPORTIVE SERVICES (COST AUTHORIZATION COMPLIANCE): (POLICY 2019-02)**

*Number of participant files reviewed with a Supportive Service Activity:* \_\_\_\_\_

1. Is the ISS updated to show need for Supportive Services? Yes \_\_\_\_\_ No \_\_\_\_\_
2. Are the following forms, as applicable, available in the participant's file and completed accurately? Yes \_\_\_\_\_ No \_\_\_\_\_

**Documentation of inability to obtain supportive service from other agencies:**

**Cost Authorization Form:**

**Participant Transportation Form/Mileage Form:**

**Childcare Assistance Form/Invoices:**

**Emergency Housing Assistance documentation of need:**

**Job Related Healthcare Assistance Documentation of need:**

**Educational Fees Documentation:**

**Concerns:**

Contractor:

**G. ITA/OCCUPATIONAL SKILLS COMPLIANCE: (POLICY 2019-03)**

*Number of participant files reviewed with an Occupation Skills/ITA Activity:* \_\_\_\_\_

1. Is the ISS updated to show need for Occupation Skills Training? Yes \_\_\_\_ No \_\_\_\_
2. Are the following forms, as applicable, available in the participant's file and completed accurately? Yes \_\_\_\_ No \_\_\_\_

Acceptance letter to school/program, as applicable, for participant:

An official registration form for participant to include class schedule:

Pell/Financial Aid acceptance/denial notifications:

Bookstore estimated costs to include participant's name:

And additional required, approved costs (uniforms, tools, exams, graduation, etc.):

Copies of semester grades, certificates, degrees, etc.:

Completed Financial Award Analysis Form:

LRLA-6, if applicable:

LRLA-9 Occupational Skills Policy Form:

Completed ITA Voucher:

Actual invoices for Occupational Skills paid/payment transmittal form attached calculated correctly:

Semester Tracking Form:

3. Has participant exceeded Local Area ITA limit?

Concerns:

Contractor:

## **H. OJT COMPLIANCE: (POLICY 2019-05)**

*Number of participant files reviewed with an OJT Activity:* \_\_\_\_\_

1. Is the ISS updated to show need for an OJT? Yes \_\_\_\_\_ No \_\_\_\_\_
2. Are the following forms, as applicable, available in the participant's file and completed accurately? Yes \_\_\_\_\_ No \_\_\_\_\_

OJT Pre-Award Analysis Form:	Meet requirements: Yes _____	No _____
OJT Employer Agreement:		
OJT Training Plan:		
OJT Trainee Evaluation:		
OJT Monitoring Tool Form:		
TABE Test:		
Objective Assessment:		
OJT Narrative in OJT Case Notes:		

3. Has a copy of the OJT Training Plan been submitted to the Local Area as required? Yes \_\_\_\_\_ No \_\_\_\_\_

Concerns:

4. Has a copy of the OJT invoice and corresponding timesheets been submitted to the Local Area as required? Yes \_\_\_\_\_ No \_\_\_\_\_

Concerns:

5. Are OJT invoices calculated correctly based on Training Plan and previous invoices? Yes \_\_\_\_\_ No \_\_\_\_\_

Concerns:

**Contractor:**

**CONTRACTOR:** \_\_\_\_\_

**YEAR MONITORED:** \_\_\_\_\_

**PROGRAMMATIC PERFORMANCE LEVEL:** \_\_\_\_\_

**FISCAL PERFORMANCE LEVEL:** \_\_\_\_\_

**DATE COMPLETED:** \_\_\_\_\_

**DATE PRESENTED TO YOUTH COMMITTEE:** \_\_\_\_\_ **ACCEPTED/APPROVED:** \_\_\_\_\_

**DATE PRESENTED TO LRWDB:** \_\_\_\_\_ **ACCEPTED/APPROVED:** \_\_\_\_\_

**NOTES:**

LUMBER RIVER  
WORKFORCE  
DEVELOPMENT  
WIOA YOUTH  
ACCOUNTABILITY  
TOOL PY20

PY2020

**CONTRACTOR:**

## ***LUMBER RIVER WORKFORCE DEVELOPMENT WIOA YOUTH ACCOUNTABILITY TOOL PY20***

---

A standard program monitoring instrument developed by the Lumber River Local Area is used to review Workforce Innovation and Opportunity Act (WIOA) programs for compliance with the contract and applicable laws, regulations, policies and procedures. Programs are also assessed to determine progress toward program objectives. In order to capture a clear picture of program operations performance. **Please note that the review is based on requested items being available at time of the entrance conference on the date of scheduled monitoring review. A list of items will be provided for each contractor to have available at time of entrance conference at the designated site of monitoring. Items not available will be noted as such and will affect the overall review. Missing items will still be required to be submitted to LRWDB for review but will not change the monitoring review status.** The following areas will be addressed for each service provider:

<b>Area I:</b>	<b>Program Administration; process of maintaining policy and procedures</b>
<b>Area II:</b>	<b>Applicant Eligibility/Services/Case File Review; method of capturing participant involvement</b>
<b>Area III:</b>	<b>Post-Program Process; participant exit and follow-up services provided</b>
<b>Area IV:</b>	<b>Regional Event Participation; contractor engagement in events</b>
<b>Area V:</b>	<b>Staff Meetings/Professional Development; training to enhance service delivery methods</b>
<b>Area VI:</b>	<b>Fiscal Review; ensure proper management of funds</b>

In reviewing contractor performance in areas I thru V, a programmatic category of concern will be assigned. The categories of concern are defined as follows:

- Level 1 - Minor** – areas that are not pertaining to unallowable cost or eligibility
- Level 2 - Moderate** – areas that require immediate attention but does not result in ineligibility
- Level 3 - Major** – areas that may result in ineligibility /not in compliance with WIOA/LA rules and regulations

Please note that any concern or deficiency found is considered out of compliance with Local Area policy; however the level of concern is taken into consideration.

### **Area I: Program Administration**

#### **A. WIOA YOUTH PROGRAM PLAN DOCUMENTS**

1. Does the contractor/service provider have a copy of the WIOA law and the implementing regulations?
2. Does the contractor/service provider have a final corrected/revised copy of the WIOA Statement of Work (SOW)?
3. Does the contractor/service provider have a fully executed copy of the current WIOA contract with LRJTC?
4. Does the contractor/service provider maintain all the LA policy issuances?
5. Does the contractor/service provider maintain a file of WIOA correspondence?

## ***LUMBER RIVER WORKFORCE DEVELOPMENT WIOA YOUTH ACCOUNTABILITY TOOL PY20***

---

### **B. PERSONNEL POLICY & ORGANIZATIONAL CHARTS**

1. Does the contractor have a current organizational chart available for review?
2. Does the organizational chart depict the WIOA program and positions in relation to the entire organization?
3. Are job duties, as specified in the SOW carried out as stated?
4. Is there an established, written personnel policy available for review?
5. Does the personnel policy cover all aspects of employment?
6. Are the personnel policies readily available to staff and participants?
7. Has the contractor specified an individual in-house to be the EEO office?
8. Who is responsible for training new employees on WIOA rules, regulations and guidelines?
9. Are the Office of Civil Rights Equal Opportunity Posters displayed in areas that are accessible to applicants and participants?

### **C. PROGRAM COORDINATION AND LINKAGES**

1. Does the contractor currently provide the program and services outlined in the contract?
2. What methods are used to reach/recruit specific target groups?
3. What tactics do you use to keep the youth engaged in the program?
4. Explain how these tactics have been successful?
5. What are some benefits upon completion of the program?
6. Describe how your agency coordinate and link program participants to the NCWorks Career Center and other organizations that provide opportunities to education or employment?
7. Did the program meet the goals outlined?

### **D. INTERNAL MONITORING**

1. Does the contractor maintain internal monitoring of activities for WIOA? Provide evidence of internal monitoring process as it relates to the following:
  - Contract Compliance
  - Performance Goals
  - Provision of WIOA Services
  - Eligibility
  - Retention of Records
  - Corrective Actions
2. Does the frequency of internal monitoring adhere to the agency CFP/RFP schedule?
3. Provide the name and title of the person responsible for internal monitoring:



## **LUMBER RIVER WORKFORCE DEVELOPMENT WIOA YOUTH ACCOUNTABILITY TOOL PY20**

---

### **E. EEO, GRIEVANCE, AND NON-CRIMINAL PROGRAM COMPLAINTS**

1. Are registered WIOA participants informed of the EEO officer's name upon enrollment?
2. Are registered WIOA participants informed of their Non-Discrimination/Equal Opportunity Standards and Complaint Procedures?
3. Are registered WIOA participants informed of their grievance rights upon enrollment?
4. Are registered WIOA participants informed of the procedures for processing non-criminal program complaints?

### **Area II: Applicant Eligibility/Services/Case File Review**

**Note: A uniform total of 10 active files will be reviewed for each service provider**

#### **A. APPLICANT ELIGIBILITY DETERMINATION & VERIFICATION**

1. Who is the individual(s) authorized to approve eligibility?
2. Does the contractor/service provider correctly identify and maintain the documents pertinent to the determination and verification of eligibility?
3. Do the documents maintained as eligibility documentation correlate to the documents indicated in NCWorks Online?
4. Are male participants in compliance with the Military Selective Service Act? **(if applicable)**
5. Are participants residents of the Local Area?
6. Are participants within the age requirement for the program in which they enrolled?
7. Is there third party verification of family size and income?
8. Have any participants been determined ineligible?
9. If ineligibles are identified, are they immediately exited from the program?

#### **B. ORIENTATION**

1. Are participants given an orientation to WIOA – the full array of services available through the program?
2. Is there written orientation documentation in the case notes?

#### **C. ASSESSMENT**

1. How is the assessment process documented?
2. Are pre-tests administered within 60 days of application?
3. Do the appropriate assessment(s) tools cover all aspects of participants basic, work readiness and life skills criteria as well as supportive services necessary?
4. Is the ISS completed in its entirety?
5. Is the ISS specific in the plan for training time frames for completion?
6. Based on the assessment, what is the process for referring participants to needed services?

## ***LUMBER RIVER WORKFORCE DEVELOPMENT WIOA YOUTH ACCOUNTABILITY TOOL PY20***

---

7. Is the ISS activity notes updated every 90 days?
8. If basic skills deficient, are post-tests administered within a year with the same pretesting tool?
9. Has Literacy/Numeracy been keyed on all out-of-school youth?

### **D. COUNSELING**

1. Has counseling been provided and documented for each participant?
2. Describe the counseling activity; include frequency.

### **E. MANAGEMENT INFORMATION SYSTEM (MIS)**

1. Has MIS information been entered into the system completely and accurately?
2. Identify problems/concerns users have regarding the NCWorks Online System?

## **Area III: Post-Program Process**

***Note: A uniform total of 5 exited files will be reviewed for each service provider***

### **A. EXITING**

1. Do case notes reflect a clear service flow from enrollment to exit?
2. Did the supervisor review the file prior to exiting participant?
3. Has a service been provided on the last date of participation?

### **B. PARTICIPANT FOLLOW-UP**

1. What approved services are provided during follow-up?
2. Are post exit follow-up contacts properly conducted and documented?
3. Has supplemental data been keyed quarterly?
4. Is supporting documentation of supplemental data included in the case file? **(if applicable)**

## ***LUMBER RIVER WORKFORCE DEVELOPMENT WIOA YOUTH ACCOUNTABILITY TOOL PY20***

---

### **Area IV: Regional Event Participation**

Lumber River Youth Services sponsors regional activities throughout the year in order to provide networking opportunities for youth in various areas of leadership development, life skills enhancement and team building; for example, Real World Simulation, Youth Empowerment Summit and Senior Celebration. Also, as a part of spotlighting participant/employers, each contractor is responsible for submitting nominations for annual Governor Awards in each respective category.

#### **A. Regional Participation**

1. Provide supporting documentation of regional activity attendance by review of sign-in sheets:

Event Title	Participant Number	Date
North Carolina Youth Summit		
Academic Achievement Banquet		
Governor Awards Submissions		
Real World Simulation		
Back to School Incentives		

### **Area V: Staff Meetings/Professional Development**

Attendance at contractor meetings and trainings is mandatory. At the meetings, contractors will be updated on program issues and policy updates. Contractors will be asked to provide timely reports to include upcoming events, success stories and program highlights. Staff is also expected to attend training, which will enhance their career development skills. Local Area training will be held according to staff training needs. In order to further develop professional skills, it is strongly encouraged that each staff member completes the Career Development Facilitator Training and become certified. Also, attain Level 4 Career Readiness Certification. Lastly, contractors are expected to attend conferences and trainings sponsored and/or endorsed by the N.C. Division of Workforce Solutions.

#### **A. Staff Meetings/Professional Development**

1. Document attendance at Coordinator meetings
2. Document attendance at Technical Assistance sessions
3. Document Career Development Facilitator certifications
4. Level 4 Career Readiness Certification
5. Document attendance at Statewide Conferences

## **LUMBER RIVER WORKFORCE DEVELOPMENT WIOA YOUTH ACCOUNTABILITY TOOL PY20**

---

### **STANDARD VI: Fiscal Review:**

**PLEASE NOTE:** Fiscal review is based on requested items being available at time of the entrance conference on date of scheduled monitor review. A list of items will be provided for each contractor to have available at the site of monitoring. It is the coordinator's responsibility to assure copies of all items listed are available at time of entrance conference at designated site of monitoring. Items not available will be noted as such and will affect overall score of review. Missing items will still be required to be submitted to LRWDB for review but will not change monitoring score.

In reviewing contractor performance in areas VI, a fiscal category of concern will be assigned. The categories of concern are defined as follows:

### **FISCAL LEVEL OF CONCERNS:**

Level I – <i>Moderate</i>	areas that are not in compliance with WIOA/LA rules and regulations/policies but does <b><u>NOT</u></b> result in unallowable costs
Level II- <i>Major</i>	areas that are not in compliance with WIOA/LA rules and regulations/policies and result in unallowable costs ( <i>examples but not limited to: ineligible for program &amp; incurred costs; eligible but not enrolled in WIOA at time of expense; mis-calculation which results in overpayment of expenses; ITA/FAA/Cost Authorization forms not completed or completed incorrectly such as attendance sheets completed with attendance time prior to date of attendance, timesheets signed by participant for workdays prior to days worked</i> )

### **A. Fiscal Management System**

1. What financial records does the contractor maintain?

- |  |   |
|--|---|
| <input type="checkbox"/> General ledger        | <input type="checkbox"/> Payroll Register           |
| <input type="checkbox"/> Cash Receipts Journal | <input type="checkbox"/> Accounts Receivable Ledger |
| <input type="checkbox"/> Accounts Payable      |   |

2. Does the contractor maintain separate financial accountability for each WIOA funding stream? Yes \_\_\_\_\_ No \_\_\_\_\_

3. Does the contractor complete monthly bank statement reconciliations? Yes \_\_\_\_\_ No \_\_\_\_\_

Last month available for review: \_\_\_\_\_

4. Does the contractor have reasonable protocol in place to assure segregation of fiscal duties to assure there are no opportunities for mismanagement of WIOA funds? Yes \_\_\_\_\_ No \_\_\_\_\_

**LUMBER RIVER WORKFORCE DEVELOPMENT  
WIOA YOUTH ACCOUNTABILITY TOOL PY20**

---

- Name of person who completes bank statement reconciliation: \_\_\_\_\_
- Name of person who receipts funds received: \_\_\_\_\_
- Name of person who prepares deposits: \_\_\_\_\_
- Name of person who processes invoices/accounts payable: \_\_\_\_\_
- Name of person who processes payroll: \_\_\_\_\_
- Name of person(s) who is authorized to sign accounts payable/payroll checks: \_\_\_\_\_
- Name of person who reconciles processed payments (invoices/payroll) with invoices/payroll records for authenticity/approval: \_\_\_\_\_

5. Has the contractor generated Program Income within the WIOA Funded Program(s)? Yes \_\_\_\_\_ No \_\_\_\_\_

a) If yes, identify: \_\_\_\_\_

b) If yes, has the local area been notified? Yes \_\_\_\_\_ No \_\_\_\_\_ (if no, explanation as to why)

c) Has the Program Income been reported to the local area on the monthly financial report? Yes \_\_\_\_\_ No \_\_\_\_\_  
If no, explanation required: \_\_\_\_\_

6. Does the contractor maintain a petty cash account? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, describe process for distribution and reconciliation: \_\_\_\_\_

7. Does the contractor report accruals? Yes \_\_\_\_\_ No \_\_\_\_\_

8. Does the contractor allow for checks to be written for cash? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain purpose/accountability: \_\_\_\_\_

9. Describe the contractor's check signing requirements/process (automation?/multiple signatures, etc.):

\_\_\_\_\_

**LUMBER RIVER WORKFORCE DEVELOPMENT  
WIOA YOUTH ACCOUNTABILITY TOOL PY20**

---

**B. Travel:**

Before reimbursement is made for staff travel, does the agency require the following:

1. Are travel vouchers checked for completeness and accuracy?    Yes \_\_\_\_\_    No \_\_\_\_\_

2. Does the travel voucher have as a minimum the following?

- \_\_\_\_\_ Date of Travel
- \_\_\_\_\_ Purpose of Travel
- \_\_\_\_\_ Destination of Travel
- \_\_\_\_\_ Number of miles for each trip
- \_\_\_\_\_ Total number of miles
- \_\_\_\_\_ Rate of reimbursement
- \_\_\_\_\_ Total amount of reimbursement
- \_\_\_\_\_ Signature of traveler
- \_\_\_\_\_ Signature of authorized personnel granting approval for travel

3. Does the rate of reimbursement agree with the rate stated in the budget? Yes \_\_\_\_\_    No \_\_\_\_\_ (\_\_\_\_\_)

Concerns:

**C. Other Compliances:**

1. Is the contractor complying with required Quarterly Reports as they apply to the following?

Federal Taxes	Yes _____	No _____	latest report date: _____
State Taxes	Yes _____	No _____	latest report date: _____
FICA Taxes	Yes _____	No _____	latest report date: _____
Unemployment Insurance	Yes _____	No _____	latest report date: _____

**LUMBER RIVER WORKFORCE DEVELOPMENT  
WIOA YOUTH ACCOUNTABILITY TOOL PY20**

---

2. Has the contractor leased or purchased equipment in the current program year with WIOA funds? Yes \_\_\_\_ No \_\_\_\_  
a) If yes, is the equipment listed in the approved budget or has the agency received prior approval before incurring costs?  
Yes \_\_\_\_ No \_\_\_\_ (if no, explanation)  
b) If yes, has the contractor sent copies of the vendor's invoices to LRWDD? Yes \_\_\_\_ No \_\_\_\_
3. Is the contractor in compliance with Property Management Requirements as stated in the Program/Financial Management Section of RFP/CFP, that states: contractor agrees to maintain careful accountability of all WIOA purchased non-expendable property and to maintain an inventory of all properties issued by the LRWDB or subsequently acquired with WIOA funds?  
Yes \_\_\_\_ No \_\_\_\_ (review for current location of items)
4. a) Is contractor agency bonded? Yes \_\_\_\_ No \_\_\_\_  
b) Is the bonding coverage in compliance with LRWDB (term and amount? Yes \_\_\_\_ No \_\_\_\_
5. Has contractor performed internal fiscal monitoring as described in contractor's RFP/CFP? Yes \_\_\_\_ No \_\_\_\_  
Obtain copy/documentation or interview coordinator for results:
6. Does the contractor have a copy of the LA Fiscal Management Guide on file? Yes \_\_\_\_ No \_\_\_\_
7. Does the agency/staff have access to a copy of the approved budget on file? Yes \_\_\_\_ No \_\_\_\_  
Review for latest approved budget: \_\_\_\_\_
8. Does the contractor adhere to the LA Automobile Insurance Policy/guidelines? Yes \_\_\_\_ No \_\_\_\_  
Effective Dates: \_\_\_\_\_

**LUMBER RIVER WORKFORCE DEVELOPMENT  
WIOA YOUTH ACCOUNTABILITY TOOL PY20**

---

9. Has the contractor provided its latest copy of their agency's audit (30 days after completion no later than 9 months after end of audit period)?

Yes \_\_\_\_\_ No \_\_\_\_\_ Latest audit provided:

If applicable, when is next audit estimated to be completed:

10. Upon review of latest audit, are there findings that have or could have a direct impact on WIOA funds? Yes \_\_\_\_\_ No \_\_\_\_\_

11. If yes, has issue(s) been satisfactorily rectified?

Concerns/Questions/Notes:

**D. FINANCIAL TESTING- Test sample of two months (most current):**

**(1) ACCOUNTS PAYABLE/INVOICES -**

Compare the monthly financial report with the Contractor's General Ledger.

**RESULT OF TEST:**

**MONTHS  
TESTED**

**TOTAL INVOICE  
(LRSDA)**

**TOTALS FROM  
GENERAL LEDGER**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For the two months tested is there a source document/invoice for each disbursement paid by WIOA funds?

Yes\_\_ No\_\_

List any that do not have a source document for each disbursement:

Is the contractor reporting expenditures in a timely manner (by 15<sup>th</sup> of month)? Yes \_\_\_\_\_ No \_\_\_\_\_

Concerns/Questions/Notes:



## **LUMBER RIVER WORKFORCE DEVELOPMENT WIOA YOUTH ACCOUNTABILITY TOOL PY20**

---

### **(2) STAFF SALARIES/FRINGE BENEFITS-**

Reconcile total staff salaries and fringe benefits reported on payroll records for the two months tested in #1 above.

#### **RESULT OF TEST:**

<b><u>MONTHS LISTED</u></b>	<b><u>TOTAL REPORTED TO LRCOG</u></b>	<b><u>TOTALS REPORTED GENERAL LEDGER</u></b>
_____	_____	_____
_____	_____	_____

Are there Federal Time Recording to support all staff salaries (list concerns)? Yes \_\_\_\_\_ No \_\_\_\_\_

Are all time sheets signed by staff and approved by authorized personnel (list concerns)? Yes \_\_\_\_\_ No \_\_\_\_\_

Concerns/Questions/Notes:

### **(3) PARTICIPANT SALARIES/FRINGE BENEFITS**

Reconcile total participant wages reported to payroll records for the two months tested in #1 above.

#### **RESULT OF TEST:**

<b><u>MONTHS LISTED</u></b>	<b><u>TOTAL REPORTED TO LRCOG</u></b>	<b><u>TOTALS REPORTED GENERAL LEDGER</u></b>
_____	_____	_____
_____	_____	_____

**LUMBER RIVER WORKFORCE DEVELOPMENT  
WIOA YOUTH ACCOUNTABILITY TOOL PY20**

---

**PARTICIPANT FILE REVIEW: (10 active files)**

**E. WORK BASED LEARNING (WE/SY/INTERNSHIP) PARTICIPANT WAGES (POLICY 2019-17)**

*Number of participant files reviewed with a Work Readiness Activity:* \_\_\_\_\_

1. Did the participant complete Job Readiness training (workshops/orientation/etc.) prior to the WE/Internship? Yes \_\_\_\_ No \_\_\_\_  
Review and provide copies/documentation (case notes) of such: In case notes
2. Is the participant's ISS updated to show need for the Work Readiness Activity? Yes \_\_\_\_ No \_\_\_\_
3. Are the following forms, as applicable, available in the participant's file and completed accurately? Yes \_\_\_\_ No \_\_\_\_

Work Related Activities Policy:

Worksite Agreement/Training Description:

Applicable Tax Forms:

Worksite Agreement Change Form, if applicable:

Worksite Supervisor Orientation:

Enrollee Evaluation Sheet:

Tracking Form:

4. Is there a time sheet to support wages paid to the participant (list concerns)? Yes \_\_\_\_ No \_\_\_\_

Concerns:

5. Are time sheets signed by the participant and worksite supervisor (list concerns)? Yes \_\_\_\_ No \_\_\_\_

Concerns:

5. Do timesheets meet Local Area policy for neatness, calculation of time, no whiteout, completed in ink, etc.? Yes \_\_\_\_ No \_\_\_\_

Concerns:

**LUMBER RIVER WORKFORCE DEVELOPMENT  
WIOA YOUTH ACCOUNTABILITY TOOL PY20**

---

**F. SUPPORTIVE SERVICES (COST AUTHORIZATION COMPLIANCE): (POLICY 2019-02)**

*Number of participant files reviewed with a Supportive Service Activity: \_\_\_\_*

**1. Is the ISS updated to show need for Supportive Services? Yes \_\_\_\_ No \_\_\_\_**

**2. Are the following forms, as applicable, available in the participant's file and completed accurately? Yes \_\_\_\_ No \_\_\_\_**

**Documentation of inability to obtain supportive service from other agencies: Yes (explanation provided on cost authorization form as well as documented in case notes.**

**Cost Authorization Form:**

**Participant Transportation Form/Mileage Form:**

**Childcare Assistance Form/Invoices:**

**Emergency Housing Assistance documentation of need:**

**Job Related Healthcare Assistance Documentation of need:**

**Educational Fees Documentation:**

**Concerns:**

**LUMBER RIVER WORKFORCE DEVELOPMENT  
WIOA YOUTH ACCOUNTABILITY TOOL PY20**

---

**G. ITA/OCCUPATIONAL SKILLS COMPLIANCE: (POLICY 2019-18)**

*Number of participant files reviewed with an Occupation Skills/ITA Activity:* \_\_\_\_\_

1. Is the ISS updated to show need for Occupation Skills Training? Yes \_\_\_\_\_ No \_\_\_\_\_
2. Are the following forms, as applicable, available in the participant's file and completed accurately? Yes \_\_\_\_\_ No \_\_\_\_\_

Acceptance letter to school/program, as applicable, for participant:

An official registration form for participant to include class schedule:

Pell/Financial Aid acceptance/denial notifications:

Bookstore estimated costs to include participant's name:

And additional required, approved costs (uniforms, tools, exams, graduation, etc.):

Copies of semester grades, certificates, degrees, etc.:

Completed Financial Award Analysis Form:

LRLA-6, if applicable:

LRLA-9 Occupational Skills Policy Form:

Completed ITA Voucher:

Actual invoices for Occupation Skills paid/payment transmittal form attached calculated correctly:

Semester Tracking Form:

3. Has participant exceeded Local Area ITA limit?

Concerns:

**LUMBER RIVER WORKFORCE DEVELOPMENT  
WIOA YOUTH ACCOUNTABILITY TOOL PY20**

---

**H. OJT COMPLIANCE: (POLICY 2019-05)**

*Number of participant files reviewed with an OJT Activity:* \_\_\_\_\_

1. Is the ISS updated to show need for an OJT? Yes \_\_\_\_\_ No \_\_\_\_\_

2. Are the following forms, as applicable, available in the participant's file and completed accurately? Yes \_\_\_\_\_ No \_\_\_\_\_

OJT Pre-Award Analysis Form:

Meet requirements: Yes \_\_\_\_\_ No \_\_\_\_\_

OJT Employer Agreement:

OJT OJT Training Plan:

OJT Trainee Evaluation:

OJT Monitoring Tool Form:

TABE Test:

Objective Assessment:

OJT Narrative in OJT Case Notes:

3. Has a copy of the OJT Training Plan been submitted to the Local Area as required? Yes \_\_\_\_\_ No \_\_\_\_\_

Concerns:

4. Has a copy of the OJT invoice and corresponding timesheets been submitted to the Local Area as required? Yes \_\_\_\_\_ No \_\_\_\_\_

Concerns:

5. Are OJT invoices calculated correctly based on Training Plan and previous invoices? Yes \_\_\_\_\_ No \_\_\_\_\_

Concerns:

**LUMBER RIVER WORKFORCE DEVELOPMENT  
WIOA YOUTH ACCOUNTABILITY TOOL PY20**

---

**CONTRACTOR:** \_\_\_\_\_

**YEAR MONITORED:** \_\_\_\_\_

**PROGRAMMATIC PERFORMANCE LEVEL:** \_\_\_\_\_

**FISCAL PERFORMANCE LEVEL:** \_\_\_\_\_

**DATE COMPLETED:** \_\_\_\_\_

**DATE PRESENTED TO YOUTH COMMITTEE:** \_\_\_\_\_ **ACCEPTED/APPROVED:** \_\_\_\_\_

**DATE PRESENTED TO LRWDB:** \_\_\_\_\_ **ACCEPTED/APPROVED:** \_\_\_\_\_

**NOTES:**



30 CJ Walker Road, COMtech Park • Pembroke, North Carolina 28372

Telephone (910) 618-5533 • Fax (910) 521-7556

Website: [www.lumherriverwdb.org](http://www.lumherriverwdb.org)

### ***Tentative Monitoring Schedule***

#### **Lumber River Workforce Development Board**

#### **Contract Providers and NCWorks Career Centers**

#### **PY2020 Fiscal, Programmatic, and Career Center Certification Monitoring Adult, Dislocated Worker and Youth Programs and NCWorks Career Centers**

Entrance Conference 9:00 am – 9:30 am

Exit Conference End of Monitoring

#### **ADULT/DW PROGRAM MONITORING:**

Bladen Community College

(Adult, DW & Youth Monitoring)

September 17 - 18, 2020 – 9:00 am – until

Two Hawk Workforce Services

October 7 - 9, 2020 – 9:00 am – until

(Please Note: all information requested at the time of monitoring (fiscal and programmatic) should be located at the Two Hawk Workforce Services main office)

#### **YOUTH CONTRACTOR MONITORING:**

UNC-P

September 21, 2020 – 9:00 am – until

Hoke County Schools

September 22, 2020 – 9:00 am – until

Partners In Ministry

September 23, 2020 – 9:00 am – until

Scotland County Schools

September 24, 2020 – 9:00 am – until

#### **NCWORKS CAREER CENTERS:**

Bladen County NCWorks Career Center

October 2, 2020 – 9:00 am – until

Robeson County NCWorks Career Center

October 9, 2020 – 9:00 am – until

Hoke County NCWorks Career Center

October 16, 2020 – 9:00 am – until

Scotland County NCWorks Career Center

October 23, 2020 – 9:00 am – until

Richmond County NCWorks Career Center

October 27, 2020 – 9:00 am – until

***Please Note:*** ALL items requested for review **MUST be available at the time of entrance conference at monitoring location or will be noted as unavailable and will affect your overall monitoring score.** These items will still be required to be submitted, but will not change the monitoring score. Therefore, it is imperative to review the information sent to you, and work with your agency's respective staff to obtain copies of all information requested and have available at entrance conference.



Bladen County • Hoke County • Richmond County

Robeson County • Scotland County

**Lumber River Council of Governments • Workforce Development Division**

***Equal Opportunity Employer/Program***



## LUMBER RIVER WORKFORCE DEVELOPMENT BOARD

E<sup>3</sup> Economic Development ☆ Education ☆ Employment

30 CJ Walker Road, COMtech Park • Pembroke, North Carolina 28372

Telephone (910) 618-5533 • Fax (910) 521-7576

Website: [www.lumberrivercog.org](http://www.lumberrivercog.org)

### LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM

#### PRIORITY OF SERVICE POLICY 2019-06

July 1, 2019

**SUBJECT:** Priority of Services – Serving Priority Populations under WIOA

**PURPOSE:** To establish a priority of services and identifying those most in need of assistance under the Workforce Innovation and Opportunity Act (WIOA) program for Adult Funds.

**BACKGROUND:** Services provided to adults and dislocated workers under Title I of WIOA can be a pathway to the middle class and for maintaining and building the skills to remain in the middle class. WIOA provides a focus on serving “individuals with barriers to employment,” defined in WIOA section 3(24) and seeks to ensure access to these populations on a priority basis. The priority populations are discussed below:

#### Priority for Adult Funds

Section 134(c)(3)(E) of WIOA establishes a priority requirement with respect to funds allocated to a local area for adult employment and training activities. Under this section, one-stop center staff responsible for these funds must give priority to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient (at or below 8.0 grade level) in the provision of individualized career services and training services. Priority must be provided regardless of the level of funds.

“Veterans and eligible spouses will receive the first level of priority of service in universal access programs and services delivered through NC Career Centers for all USDOL funded programs, including the Wagner-Peyser and WIOA programs.” However, when programs are statutorily required to provide priority for a particular group of individuals, such as the WIOA priority described above, priority must be provided in the following order:

- i. First, to veterans and eligible spouses who are also included in the groups given statutory priority for WIOA adult formula funds. This means that veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient would receive first priority for services provided with WIOA adult formula funds.



Bladen County • Hoke County • Richmond County

Robeson County • Scotland County

Lumber River Council of Governments • Workforce Development Division

Equal Opportunity Employer/Program



- ii. Second, to non-covered persons (that is, individuals who are not veterans or eligible spouses) who are included in the groups given priority for WIOA adult formula funds.
- iii. Third, to veterans and eligible spouses who are not included in WIOA's priority groups.
- iv. Last, to non-covered persons outside the groups given priority under WIOA.

**Note:** When past income is an eligibility determinant for Federal employment or training programs, any amounts received as military pay or allowances by any person who served on active duty, and certain other specified benefits must be disregarded for the veteran and for other individuals for whom those amounts would normally be applied in making an eligibility determination. Military earnings are not to be included when calculating income for veterans or transitioning service members for this priority, in accordance with 38 U.S.C. 4213.

***The statutory priority for use of adult funds does not apply to dislocated worker funds, and is not, therefore, subject to this requirement.***

**ACTION:**

In order to meet the priority of services policy established by WIOA and the Lumber River Workforce Development Board (LRWDB), the WIOA Adult Priority of Services Selection Criteria form (LRLA-3) has been revised and is to be used for all new participants enrolling in the WIOA Adult Program. The purpose of prioritization is to ensure most in need individuals are served accordingly. The original completed form scanned into NCWorks and placed in participants file folder.

**Note:** Services will be targeted for individuals residing in Bladen, Hoke, Richmond, Robeson and Scotland Counties.

**EFFECTIVE DATE:**

Immediately

**EXPIRATION DATE:**

Indefinite

**CONTACT:**

Any questions regarding this policy should be directed to Patricia Hammonds, LA Administrator, Workforce Development Division at (910) 775-9764.

**DISTRIBUTION:**

All Lumber River Local Area Adult Service Providers and Lumber River Workforce Development Division Staff

**Patricia Hammonds**

Patricia Hammonds, Administrator  
Workforce Development Division

**Attachment:** WIOA Priority of Service Selection Criteria Form (LRLA-3)



**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
**Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)**

**WIOA ADULT PRIORITY OF SERVICE SELECTION CRITERIA**

Applicant: \_\_\_\_\_ Last four S.S.#: \_\_\_\_\_

Contractor/Agency: \_\_\_\_\_ Date: \_\_\_\_\_

**Staff must check 'yes' or 'no' for each question below:**

---

- |   |                |
|---|----------------|
| 1. Is the applicant a qualifying Veteran?                       | Yes____ No____ |
| 2. Is the applicant an eligible spouse of a qualifying Veteran? | Yes____ No____ |
| 3. Is the applicant receiving Public Assistance?                | Yes____ No____ |
| 4. Is the applicant low-income?                                 | Yes____ No____ |
| 5. Is the applicant basic skills deficient (at or below 8.0)?   | Yes____ No____ |
| 6. Is the applicant disabled?                                   | Yes____ No____ |
| 7. Is the applicant a convicted offender?                       | Yes____ No____ |
| 8. Is the applicant non-custodial parent?                       | Yes____ No____ |
| 9. Is the applicant homeless?                                   | Yes____ No____ |
- 

In order to better serve priority population, staff should coordinate with partnering agencies, to include but not limited to, Vocational Rehabilitation, Adult Literacy, Department of Social Services, Wagner Peyser Employment Services, Veteran Services Representatives and Former Offender Liaisons.

---

\_\_\_\_\_  
**WIOA Staff Signature**

\_\_\_\_\_  
**Date**



30 CJ Walker Road, COMtech Park • Pembroke, North Carolina 28372  
Telephone (910) 618-5533 • Fax (910) 521-7576  
Website: [www.lumbrivercog.org](http://www.lumbrivercog.org)

**LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM**  
**LRLA YOUTH PROGRAM WORK RELATED ACTIVITIES POLICY 2019-17**  
**July 1, 2019**

**SUBJECT:** Lumber River Local Area (LRLA) Work Related Activities Policies and Procedures for Workforce Innovation and Opportunity Act (WIOA) Youth Program participants.

**PURPOSE:** To update guidelines on Employment Activities for WIOA Youth Programs.

**BACKGROUND:** "Work Experience (WEX) Training" is planned, structured learning experience that occurs in a workplace for a specified, limited period of time. The purpose of the WEX activity is to provide the WIOA participant with opportunities for career exploration, skill development, and reinforcement of the work ethic.

WEX Training may include paid or unpaid wages and may be in the private for-profit sector, the non-profit sector, or the public sector. Under WIOA, paid and unpaid youth work experiences that have academic and occupational education as a component of the work experience can include a number of activities including summer employment, pre-apprenticeship, internships, job shadowing, and on-the-job training (OJT).

The intent of WEX is not to benefit the employer, although the employer may, in fact, gain from the activities performed by the participant, and in some cases may result in an employment offer. WEX activities shall not reduce current employees' work hours, displace current employees or create a lay-off of current employees, impair existing contracts or collective bargaining agreements, and/or infringe upon the promotional opportunities of current employees as defined in the Fair Labor Standards Act.



**ACTION:** Local Area Youth Program Service Providers must ensure that employment activities are provided in accordance with LRLA guidelines. The Individual Service Strategy (ISS) will document the necessity for placement in work related activities. WIOA Youth Program participants may be placed in planned, structured learning experience referenced in the work based learning activity matrix. Staff must consider appropriate work week hours if and/or when youth are attending school while working.

**EFFECTIVE DATE:** Immediately

**EXPIRATION DATE:** Indefinite

**CONTACT:** Any questions regarding this Issuance should be directed to Patricia Hammonds, LA Administrator, Workforce Development Division at (910) 775-9764.

**DISTRIBUTION:** Lumber River Local Area Youth Program Service Providers and Lumber River Workforce Development Division Staff

**Patricia Hammonds**

Patricia Hammonds, Local Area Administrator  
Workforce Development Division

Attachments: Work Related Activities Policy  
LRLA-28Y-WRP Work Related Policy (Participant Signature)  
**Worksite Agreement**  
LRLA-28Y Agreement  
LRLA-28Y-A Training Plan  
LRLA-29Y Worksite Supervisor Orientation  
LRLA-30Y Evaluation Form  
LRLA-28Y- WEC Change Form  
LRLA Work-Based Learning Activities Matrix  
Youth Work Activity Timesheet  
LRLA-38 Tracking Form

## ***Lumber River Youth Services***

### ***Work Related Activities Policy***

The employment component of the Local Area Youth Program is designed to provide employment opportunities for youth ages 14 through 24. The employment component of the Youth Program is designed to assist youth in developing good work habits, enhance their citizenship skills, increase their academic skills, and aid them in becoming more aware of the world-of-work as well as becoming more self-sufficient.

#### **Youth Work Experience Opportunities**

Pursuant to WIOA section 129(c)(2)(C), service providers are required to offer youth programs that involve paid and unpaid work experiences that have as a component both academic and occupational education. The educational component may occur concurrently or sequentially with the work experience. Further academic and occupational education may occur inside or outside the work site. Work experiences provide the youth participant with opportunities for career exploration and skill development. These experiences may include:

- 1) **Work Experience (WE) & Summer Employment (SE)** are planned, structured learning experience that takes place in a work environment for a limited length of time. These experiences may be paid or unpaid, in the private-for-profit, nonprofit, or public sector. This enables the youth to gain a working world perspective, building solid work habits and basic work skills. **Please note: Summer Employment opportunities are offered to In-School Youth during the summer months.**
- 2) **Pre-apprenticeship programs (PA):** designed to prepare individuals to enter and succeed in Registered Apprenticeship programs. These programs have a documented partnership with at least one Registered Apprenticeship program sponsor and together, they expand the participant's career pathway opportunities with industry-based training coupled with classroom instruction;
- 3) **Internships (INT):** planned, structured learning experience that takes place in a private-for-profit, nonprofit, or public sector workplace with youth. The purpose is to gain exposure to career interests as well as becoming accustomed to basic work requirements, therefore leading to long term employment;
- 4) **Job Shadowing (JS):** short-term, planned learning experience that will take place in a workplace to allow the youth to gain exposure to a specific career, the expectations and the requirements. This is a non-paid experience;
- 5) **On-the-Job Training (OJT):** opportunities as defined in WIOA sec. 3(44) and LRLA Policy 2017-05.

Recognized best practices for engaging youth in work experiences:

- a) Prepare youth for work experiences through training and guidance in soft skills. Engage young adults in training or class activities that develop these soft skills. This may include learning about professional work culture, working in teams, interpersonal skills, and communication.
- b) Train youth in technical skills or hard skills needed for specific career pathways or work settings. Youth will learn skills specific to an occupational sector.
- c) Devote significant time to developing and maintaining relationships with employers. Dedicated staff (job developers) may handle all aspects of employer relations from making an initial inquiry about partnering to establishing worksite agreements with employers to responding to any employer concerns during the work experience.

- d) Clearly communicate what is expected of employers, youth, and families before the start of a work experience to include mentoring the youth and providing feedback to the program coordinator. Some programs address the importance of work in life, how the program helps youth make a successful transition to work, what employers expect of workers, and how to appropriately interact with employers.
- e) Carefully match youth to work experience opportunities based on individual interests and skills. Making the right match increases the success of the work experience by ensuring that youth feel motivated from the start to participate fully.
- f) Provide on-going support to youth and employers throughout the work experience. To ensure a work experience is successful for everyone involved, programs maintain communication with both the youth and employers from the first to the last day. While some programs have daily or weekly contact with youth to monitor their progress, other programs conduct first-week, midpoint, and last-week work site visits at a minimum.

### **Criteria**

To participate in employment activities, the enrollee must:

- Complete a Job Readiness Curriculum (job readiness workshops, participant orientation, job shadowing, etc.)

Staff must ensure:

- The Individual Service Strategy (ISS) includes the necessity for participation in an employment activity

### **Worksite Selection**

Matching a WIOA participant with the appropriate worksite is critical to a successful WEX job assignment. Worksite supervisors need to have a clear understanding of the objectives of the WEX job assignment and realistic expectations of the work products and productivity that a WIOA participant may demonstrate. The participant must have adequate supervision, as any other entry-level employee. The worksite must be willing to allow Board staff, the North Carolina Division of Workforce Solutions and/or US Department of Labor to perform onsite monitoring to ensure compliance with the worksite agreement, as well as, to monitor the progress of the participant.

Service Providers should use discernment when choosing worksites. When choosing employers, analyze the "value-added" contributions an employer is willing to make to the experience for the participant. Examples of such contributions are structured development/refinement of work readiness skills, provision of on-site educational services, and exposure to enhanced skill training and mentoring.

The Division strongly discourages the practice of placing participants in WEXs located at the board office, career center, or administrative entity due to the potential of conflicts of interest. Placement at these locations should only be allowed where there is specific documentation in the file that the particular experience meets the participant's career goals and skills needs AND there is no other placement opportunity available.

### **Work Experience (WEX) Assessment and Training Plan**

Lumber River Local Area Youth Program Service Providers must ensure that WEX training for WIOA eligible participants is appropriate based on the needs identified by an objective and comprehensive assessment and as documented in the Individual Service Strategy (ISS). The ISS should clearly indicate how this activity is going to help the participant move from the WEX to

unsubsidized employment or on to further training. Documentation of the need for work experience that is tied to and supported by academic and occupational education and the objectives of the work experience must be detailed in the IEP/ ISS and WEX Training Plan.

Periodic evaluation of the participant's learning and attainment of skills during the work experience should be documented in NCWorks Online. When possible, it is strongly encouraged that the WEX and its associated training components be directly tied to the attainment of a credential and documented in the ISS. Service providers should use either O\*NET or other identified programs when developing the competencies to be learned and evaluated in the WEX. ISS should include: job skills needed, standard training hours, and estimated start and end date. Youth academic and occupational components must be included.

The maximum duration of the work experience program should be specified per program year. The determination of the duration of the WEX should be based on the academic and occupational competencies the WIOA participant needs to develop or refine and must be specified in the WEX Training Plan. Academic skills training could be basic skills education or high school equivalency training. Occupational skills competencies may be gained through the WEX, HRD classes or through courses specific to the job/career/occupation in which the individual is having the work experience.

A WEX Training Plan if developed in conjunction with the IEP/ISS allows service providers to monitor and evaluate the WEX. It serves as a baseline when establishing whether the needs of the WIOA participant and the employer's expectations of training and development have been met.

### **Skills Analysis/WEX Training Plan Development**

An individualized WEX skills analysis must be performed to determine the acquisition of skills that the participant does not already possess. Skills the participant may have acquired from previous work or life experiences are potentially transferrable and can be used in every occupation, regardless of the type of work. Transferrable skills are unlike job-related skills, which tend to be used only in one type of work.

This analysis will contain occupationally specific skills that the employer requires for competency in the WEX occupation. An analysis of the trainee's prior work history, transferrable work skills, and the job skills gained must be compared to the job skills/job description the employer requires in the WEX occupation. The resulting gap in skills will be the basis for the development of the WEX.

There are a number of assessment tools available that may be used to conduct a skills gap analysis and provide adequate documentation of the process used to develop the Training Plan. These include Prove It! <sup>TM</sup>, an Internet-based assessment tool used to determine an individual's level of skills in a particular occupation and to document skill deficiencies, as well as the O\*NET Online website and [www.myskillsmyfuture.org](http://www.myskillsmyfuture.org) which have both been developed by the U.S. Department of Labor.

The WEX Trainee Evaluation Form must be used at the conclusion of training to document the mastery of the required skills. Completion of the final skills evaluation section of the form signals the successful completion of the WEX.

### **The Worksite Agreement**

There must be a WEX Worksite Agreement between the service provider and the employer that articulates the learning that is to take place, the length of the WEX, and the academic and/or occupational competencies to be obtained. **The Worksite Agreement must be completed and**

**signed prior to the start of the WEX.** The service provider will use the Lumber River WDB Worksite Agreement developed by WDB staff. Additionally, the service provider must provide documentation that the employer received formal WEX training.

The purpose of the worksite agreement is to establish a formal training relationship with a worksite, to specify the responsibilities of each party to the agreement, and to provide a successful, enriching WEX job experience for the WIOA participant. A signed original of the Worksite Agreement should be on file at the worksite and the service provider should maintain all WEX documents and case notes in NCWorks Online.

The following items are the minimum **required terms and conditions** of a Worksite Agreement:

- 1) Work Experience contracts require that the wages paid to participants is at least the prevailing entry wage for any specific occupation in the community.
- 2) The employer must comply with requirements of the Civil Rights Act with respect to equal opportunity in employment for the WEX position, as well as comply with all federal, state, and local laws.
- 3) The Service Provider must carry Workers' Compensation Insurance and make federal and state tax withholdings as required by law, as applicable. In addition, the individual trainee payroll tax records must be maintained and available for review for a minimum period of three years after the end of the training period. (The North Carolina Workers' Compensation Act requires that all businesses that employ three or more employees, including those operating as corporations, sole proprietorships, limited liability companies and partnerships, obtain Workers' Compensation Insurance or qualify as self-insured employers).
- 4) Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws (including but not limited to health and safety laws), and be appropriate and reasonable with regards to the type of work undertaken and the proficiency of the participant.
- 5) The employer must certify that the participant will not displace any regular employee of the employer and that no person was displaced as a result of the relocation of the current business within the previous 120 days of signing the WEX Worksite Agreement.
- 6) The WEX employer will agree to adhere to the Lumber River Workforce Development Board's grievance process if a complaint arises in connection with the WEX participant and/or the training.
- 7) WEX participants will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship, or be required to participate in religious activities.
- 8) Participants may not enter a WEX position if a member of his/her family is engaged in an administrative capacity with the WEX employer, including a person with selection, hiring, placement, or supervision responsibilities for the WEX trainee.
- 9) The service provider must certify that neither the employing company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation by any federal department or agency.
- 10) A participant may not be trained under a WEX Worksite Agreement at a particular employer if:
  - a) any other individual is on layoff from the same or substantially equivalent job;
  - b) the employer has terminated the employment of any regular, unsubsidized employee, or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIOA participant; or
  - c) the job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.



## **Work Experience Contract Documents**

All Summer Employment, Work Experience and Internship activities require a contract. No enrollee is allowed to begin participation in these activities until the contract has been completed and approved by the authorized agent. Contract packets must have all pages attached:

1. LRLA-28Y (Worksite Agreement Cover Sheet)
2. LRLA-28Y-A (Training Description Outline)
3. LRLA-28Y-WRP (Work Related Activities Policy)
4. LRLA-29Y (Worksite Supervisor Orientation) **AND**
5. LRLA-30Y (Evaluation Form)

If a Summer Employment/Work Experience/Internship contract has to be cancelled, modified, or terminated, please use the LRLA-28Y-WEC (Work Experience Change Form)

## **Maximum Contract Hours**

All employment activities that involve a written contract **with the exception** of On-the-Job Training (OJT) should not exceed the following participation hours unless otherwise approved by the local area.

- |                     |           |
|---------------------|-----------|
| • Summer Employment | 175 hours |
| • Work Experience   | 260 hours |
| • Internship        | 520 hours |

## **Work Permits**

According to North Carolina DOL staff, if governmental unit (LRCOG) or educational unit (university, community college or public school) is the employer of record, a work permit is not required for youth who work at public or private worksites under work experiences and/or internships. The youth employment provisions of the state's Wage and Hour Act, including work permits, do not apply to the State of North Carolina, to any city, town, country or municipality or the Government of the United States. The age of participant(s) will be indicated on the Participant Emergency Contact Record, so that you can apply the appropriate restrictions according to Child Labor Laws.

## **Work Week**

Staff must consider appropriate work week hours if and/or when youth are attending school while working. For example, if a participant is attending secondary or post-secondary education it would be ideal to limit the number of work hours in order to not interfere with educational attainment. The specific number of hours the youth has been assigned will be indicated on the signed agreement. **No participant may work more than 40 hours in any week.**

## **Wages**

Individuals participating in a work experience opportunity must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. The rates may not be lower than the higher of the federal or state minimum wage. A flat rate wage applied to all individuals participating in a paid work experience opportunity (e.g. \$8.00/hour for all participants) would not be allowed if there are trainees or employees who are similarly situated in similar occupations with the same employer who receive wages that differ from the flat rate wage. **Wages are not eligible for Unemployment Insurance.**

### **Time Sheets**

The Youth Program Service Provider will deliver participant time sheets with the information on the upper portion completed. The timesheet is the official record determining the pay of the participant. **Participants must complete and sign their timesheets in ink at the end of each day.** Any corrections to timesheets should be made by striking through the incorrect entry and writing the correct information above or beside the incorrect entry. The worksite supervisor and the participant should initial all corrections.

The Program Coordinator and/or Program Director will not accept the following errors on participant timesheets. Continuation of these errors will result in disciplinary action.

- The use of white-out
- Missing signatures (participant, worksite supervisor, specialist, etc.)
- No SSN
- Pencil
- Extreme sloppiness
- Exceeding 40 work hours weekly
- Calculate time worked to the nearest quarter hour

### **Worksite Visits**

It is mandatory that all Program Specialists visit the employment worksites at least bi-weekly. This visit may be coordinated with the time sheet pick-up schedule. This visit is necessary to meet the worksite supervisor, monitor your enrollee's job performance, and to promote the LA Youth Program.

### **Evaluations**

An evaluation form (LRLA- 30Y) should be provided for the worksite supervisor at least twice during the work period. The first evaluation must be completed after the second week of participation, and again during the final week. The service provider and the worksite supervisor will discuss the evaluation with the participant and they will be given a copy. The original will be kept in the participant folder.



**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
**Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)**  
**Workforce Innovation and Opportunity Act (WIOA)**

**WIOA Youth Work Related Activities Policy**

The employment component of the Local Area Youth Program is designed to provide employment opportunities for youth ages 14 through 24. The employment component of the Youth Program is designed to assist youth in developing good work habits, enhance their citizenship skills, increase their academic skills, and aid them in becoming more aware of the world-of-work as well as becoming more self-sufficient.

1. Job Shadowing, Summer Employment, Work Experience, and Internships are considered work related activities. In order to be considered for placement into a work related activity, participants must meet program eligibility guidelines.
2. The Individual Service Strategy (ISS) must document the necessity for work related activity placement. Total contract hours will not exceed \_\_\_\_\_ hours unless otherwise approved by the WD Administrator.
3. A participant in paid work related activities must complete a federal and state tax form in addition to the completed top portion of the I-9 form. The WIOA contractor Staff will complete the portion of the I-9 which certifies the documentation presented by the enrollee.
  - a) A copy of the completed Worksite Agreement and the Policy will be retained in the employer's folder. The original tax forms and I-9 form, the Policy and Worksite Agreement will be retained in the enrollee's file.
  - b) At the time of placement, the WIOA Contractor Staff will insure the enrollee receives a copy of the Contractor's Pay Schedule.
  - c) It will be the responsibility of the WIOA Contractor Staff to submit a copy of the appropriate tax/I-9 forms along with the first timesheet for payment to their finance department.
  - d) Paid work related activity enrollees will receive \$ \_\_\_\_\_ per hour. Enrollees in work related activities can be reimbursed up to 3 weeks, not to exceed \$30.00 for travel to and from the worksite, per LRLA Supportive Services Policy 2017-02.
  - e) The WIOA Contractor Staff will contact the enrollee at least every two weeks to provide counseling and to monitor the enrollee's progress and will document the results in the NCWorks Online enrollee record.
  - f) The WIOA Contractor Staff will be responsible for tracking the enrollee's timesheet to refrain from exceeding the approved contract hours, as well as to keep the employer updated on the remaining hours of the enrollee's contract agreement.
4. The WIOA Contractor Staff will pay the enrollee upon proper submission of the timesheet based on the individual contractor's pay schedule. Checks will be forwarded to the enrollees per the contractor's distribution procedures. The WIOA Contractor Staff will be responsible for deducting and reporting any applicable income taxes as well as providing participants with W-2 Wage and Tax Statements.
5. Work related activities may be provided with other services either "concurrently or sequentially which are designed to increase basic education and/or occupational skills of the enrollee" or lead to unsubsidized employment.
6. Timesheets must be signed in ink each day worked by the enrollee. Timesheets will then be completed in ink and signed and dated by the designated worksite supervisor.
7. Work related activity participants will not receive payment if timesheets are not signed by the worksite supervisor and/or the enrollee.
8. The WIOA Contractor must provide Workers Compensation insurance for work related activity enrollees.
9. Staff must consider appropriate work week hours if and/or when a participant is attending school while working. Overtime is not allowed.
10. A copy of the Work Related Activity job description will be given to the participant.
11. Work Related Activity wages are Not Unemployment Insurance (UI) eligible.

I have read and understand the above Work Related Activities Policy as outlined.

\_\_\_\_\_  
Enrollee Signature

\_\_\_\_\_  
WIOA Contractor Staff Signature/Date



**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
*Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)*  
*Workforce Innovation and Opportunity Act (WIOA)*

**WIOA ENTRY EMPLOYMENT WORKSITE AGREEMENT**

\_\_\_\_\_  
INTERNSHIP  
(520 Hours Max)

\_\_\_\_\_  
SUMMER EMPLOYMENT  
(175 Hours Max)

\_\_\_\_\_  
WORK EXPERIENCE  
(260 Hours Max)

EMPLOYER: \_\_\_\_\_

PARTICIPANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Last four Social Security #: \_\_\_\_\_

EMPLOYER TELEPHONE NUMBER: \_\_\_\_\_

\_\_\_\_\_ enters into this AGREEMENT with the above named employer.

\_\_\_\_\_  
AGREES TO:

- Assign the job slot to the employer in keeping with the employer's request.
- Provide the worksite supervisor(s) with orientation and a supply of bi-weekly time sheets.
- Maintain contact with worksite to help resolve participant/employer related problems.
- Monitor worksite on a scheduled basis.
- Pick up time sheets according to agency pay schedule; compensate the enrollee at \$ \_\_\_\_\_ per hour (less deductions for FICA, Federal & State taxes) of participation.
- Provide worker's compensation insurance for the participant. Unemployment insurance not provided.

**THE EMPLOYER AGREES TO:**

- Assign supervisor(s) that have: a knowledge of the tasks assigned to enrollee(s), a knowledge of objectives of the entry employment program, and the ability to work with and be sensitive to the needs of the enrollee.
- Provide an entry employment position for a WIOA participant.
- Provide sufficient work, equipment, materials and/or tools to assure full utilization of enrollees' time, and to work the enrollee no more than \_\_\_\_\_ hours weekly, not to exceed a maximum of \_\_\_\_\_ hours in an entry employment position.
- Assign minors to work which is not considered hazardous in keeping with guidelines of the Fair Labor Standards Act pertaining to Child Labor Laws.
- Provide an evaluation of each enrollee using either an LRLA-30Y Enrollee Evaluation form or company form.
- Transition the enrollee into unsubsidized employment at the end of the Agreement period, if possible.
- Account responsibly for the enrollee's time and attendance, using time sheets provided by the WIOA staff, and approve the time an enrollee is actually on the job.
- Employ the enrollee in activities that will not displace existing workers, impair existing contracts for services or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed and provide assurances of equal employment opportunities in compliance with the Civil Rights Act of 1964 and the Americans with Disabilities Act.

\_\_\_\_\_  
AND THE EMPLOYER AGREE THAT:

- The Employer has the right to select the enrollee from eligible participants referred by \_\_\_\_\_ and to recommend suspension or that the participant be transferred from the worksite for cause or misconduct. Prior to separating an enrollee the Employer will seek \_\_\_\_\_ assistance in resolving employer/enrollee problem(s).
- The enrollee, not being fully utilized or appropriately supervised, may be transferred by \_\_\_\_\_ to other employment.

The Agreement is duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
WIOA Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Site



***LUMBER RIVER WORKFORCE DEVELOPMENT BOARD***  
*Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)*

**WORKSITE AGREEMENT TRAINING DESCRIPTION/OUTLINE**

(USE SEPARATE SHEET FOR EACH OCCUPATION)

**OCCUPATION TITLE:**

**SOC/ONET CODE:**

Description of job as it exists at your worksite (be detailed):

BASED ON THE ABOVE DESCRIPTION, ENTER A LIST OF BASIC JOB DUTIES IN WHICH TRAINING WILL BE GIVEN AND SHOW ESTIMATED TRAINING HOURS FOR EACH:

**TRAINING OUTLINE**

**NUMBER OF  
TRAINING HOURS**

**TOTAL TRAINING HOURS:** \_\_\_\_\_

**NAME OF TRAINER/SUPERVISOR:** \_\_\_\_\_

**METHOD OF MEASURING TRAINING ACHIEVEMENT** \_\_\_\_\_

**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
*Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)*

**YOUTH PROGRAM**

**WORKSITE SUPERVISOR ORIENTATION**

**Explanation of WIOA**

- ☐ The Workforce Innovation and Opportunity Act (WIOA) replaced the Workforce Investment Act (WIA) on July 01, 2015. Section 129(c)(2)(C) of WIOA states that local programs must make available paid and unpaid work experiences that have as a component academic and occupational education which may include summer employment opportunities and other employment opportunities available throughout the school year; pre-apprenticeship programs; internships and job shadowing; and on-the-job training opportunities.
- ☐ Hours of work for trainee(s)
- ☐ Conditions under which participants may be terminated from training/WIOA and appropriate procedures
- ☐ Pay procedures
- ☐ Grievance procedures
- ☐ Monitoring
- ☐ Counseling visits
- ☐ Hatch Act
- ☐ EEO
- ☐ Rights, benefits, and responsibilities of trainee(s)
- ☐ Child labor laws
- ☐ Role of worksite supervisor: The success of the program depends upon communication between the supervisor and the trainee(s) with supervision provided at all times. WIOA staff will serve as a liaison to foster a positive employee/employer relationship.

NAME \_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

WIOA STAFF SIGNATURE \_\_\_\_\_

**\*\*The above signatures indicate that the topics listed above have been reviewed with Supervisor(s).**



# LUMBER RIVER WORKFORCE DEVELOPMENT BOARD

*Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)*

## ENROLLEE EVALUATION SHEET

Name: \_\_\_\_\_ Job Title: \_\_\_\_\_ Activity: \_\_\_\_\_

**RATINGS:**      **Good**      **Satisfactory**      **Needs Improvement**      **Unsatisfactory**

EVALUATE ITEMS AT LEAST TWICE DURING PARTICIPATION (First – after 2 <sup>nd</sup> week; Final – at the end of the contract)	1 <sup>st</sup>	FINAL	Comments
1. <b>Acceptance of responsibility:</b> performs work assignments without close supervision.			
2. <b>Initiative:</b> Eager to learn; self-starter; interested in working.			
3. <b>Relationships with other employees:</b> Exercises tact, courtesy, and cooperativeness.			
4. <b>Dependability:</b> Gets to work on time; regular in attendance.			
5. <b>Personal Appearance:</b> Grooming, dress and hygiene appropriate for the job.			
6.. <b>Attitude:</b> Accepts supervision and exhibits mature behaviors.			
7. <b>Quality of Work:</b> Output consistently at or above accepted standards of quality.			
8. <b>Quantity of Work:</b> Consistently meets standards established for quantity.			
9. <b>Skills Development:</b> Has acquired and uses skills effectively.			

### Attendance Record

1. Total hours worked during rating period.			
2. Hours absent when work was available.			
3. Number of times enrollee was late for work.			

### Supervisor/Enrollee Certification

I have discussed this with the enrollee. (Supervisor's Initials)			
This rating has been discussed with me. (Enrollee's Initials)			

#### First Evaluation

Evaluator \_\_\_\_\_  
Signature of Evaluator \_\_\_\_\_  
Date of Evaluation \_\_\_\_\_

#### Final Evaluation

Evaluator \_\_\_\_\_  
Signature of Evaluator \_\_\_\_\_  
Date of Evaluation \_\_\_\_\_



**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
*Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)*

Change # \_\_\_\_\_

**WIOA EMPLOYMENT WORKSITE AGREEMENT CHANGE FORM**

**WORKSITE**

**EMPLOYER:** \_\_\_\_\_

**PARTICIPANT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**Last four Social Security #:** \_\_\_\_\_

**Date of Initial Agreement:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**WIOA Staff:** \_\_\_\_\_

The above named "Worksite Employer" and \_\_\_\_\_ do herein agree that the above named WIOA Worksite Agreement as referenced by participant and initial agreement date, shall be changed as specified herein.

The general intent of this Change is to:

NOW, THEREFORE, the parties hereto agree as follows:

The Worksite employer hereby unconditionally waives any claim against the \_\_\_\_\_ by the reason of the change of the above worksite agreement and releases it from any and all obligations arising thereunder or by reason of its Change.

The worksite employer and the \_\_\_\_\_ mutually agree to abide by the terms and conditions specified herein and do hereby execute this change in keeping with our respective authority.

\_\_\_\_\_  
**Employer Representative Signature**

\_\_\_\_\_  
**WIOA Representative Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Date Signed**





**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)

LRLA-YOUTH (12/2017)

**PROGRAM YEAR:** \_\_\_\_\_ **SUMMER EMPLOYMENT** \_\_\_\_\_ **WORK EXPERIENCE** \_\_\_\_\_ **INTERNSHIP** \_\_\_\_\_

ENROLLEE NAME: \_\_\_\_\_

LAST FOUR SOCIAL SECURITY NUMBER: \_\_\_\_\_

CONTRACTOR/LOCATION: \_\_\_\_\_

JOB TRAINING SITE: \_\_\_\_\_

**NOTE: ROUND TIME TO THE NEAREST QUARTER HOUR  
(E.G. 5.25 HOURS, 3.5 HOURS, 4.75 HOURS, ETC.)**

DAY	DATE	IN	OUT	IN	OUT	HRS WKD	ENROLLEE SIGNATURE (sign daily in ink)
SUNDAY							
MONDAY							
TUESDAY							
WEDNESDAY							
THURSDAY							
FRIDAY							
SATURDAY							

**TOTAL HOURS WORKED FIRST WEEK OF PAY PERIOD** \_\_\_\_\_

DAY	DATE	IN	OUT	IN	OUT	HRS WKD	ENROLLEE SIGNATURE (sign daily in ink)
SUNDAY							
MONDAY							
TUESDAY							
WEDNESDAY							
THURSDAY							
FRIDAY							
SATURDAY							

**TOTAL HOURS WORKED SECOND WEEK OF PAY PERIOD** \_\_\_\_\_

**TOTAL HOURS WORKED BOTH WEEKS** \_\_\_\_\_ **TIMES \$** \_\_\_\_\_ **PER HOUR EQUALS \$** \_\_\_\_\_

**EMPLOYEE NUMBER:** \_\_\_\_\_ **ACCOUNT CODE:** \_\_\_\_\_

I CERTIFY THE ABOVE ENTRIES ARE ACCURATE REPRESENTATIONS OF THE ENROLLEE'S WORK DURING THE PAY PERIOD.

WORKSITE SUPERVISOR'S SIGNATURE \_\_\_\_\_

WORKSITE SUPERVISOR'S TITLE \_\_\_\_\_

DATE \_\_\_\_\_

I HAVE REVIEWED THIS TIME SHEET AND CERTIFY THAT THE HOURS WORKED APPEAR REASONABLE.

WIOA YOUTH PROGRAM SPECIALIST \_\_\_\_\_

CONTRACTOR AGENCY REPRESENTATIVE \_\_\_\_\_

DATE \_\_\_\_\_

## Lumber River Local Area Work-Based Learning Activities

Activity	Involvement & Payment	Age & Grade Levels	Time & Duration	Selection Criteria	Worksites	Staff Responsibilities	Participant Responsibilities
Job Shadowing	Short term; Exploratory; Observation; Unpaid	Ages: 14-24	Usually 1 day or less; May be longer Minimum: 5 hours/ month	Open to all youth who show interest in an occupation	May be public, private-for-profit, or private non-profit	Job Shadowing Activity Description Form	Complete short assessment form; write thank you note
Work Experience	Short term; Exploratory; 260 hours; Paid (Pay is usually minimum wage or prevailing starting wage of employer)	Youth 14-24 with no prior work experience	Must adhere to Child Labor Laws for 14 & 15 yr. olds; Maximum hours = 260	Open to youth who show interest in gaining work experience	May be public, private-for-profit, or private non-profit	Work Experience Worksite Agreement; Worksite Supervisor and Participant Orientation; Evaluation; Monitoring	Complete job assignment and fulfill responsibilities of the Worksite agreement; timesheets
Internship	Longer term; 520 hours; Paid (Pay is usually minimum wage or prevailing starting wage of employer)	For youth on a chosen career path who need additional work experience; Most appropriate for older youth	Must not exceed 40 hours per week; Maximum hours = 520	Older youth with a chosen career path; occupation should tie with academics	May be public, private-for-profit, or private non-profit	Internship Worksite Agreement; Worksite Supervisor and Participant Orientation; Evaluation; Monitoring	Complete job assignment and fulfill responsibilities of the Worksite agreement; timesheets
Summer Youth Employment (In-School Youth Only)	Short term; up to 175 hours; Paid (Pay is usually minimum wage or prevailing starting wage of employer)	For youth age 14-24 (with preference to those age 16 and above) and priority to those who have not participated previously	Must adhere to Child Labor Laws for 14 & 15 yr. olds. Maximum hours = 175	Youth who have completed academic goals	May be public, or private non-profit; for profit	Work Experience Worksite Agreement; Worksite Supervisor and Participant Orientation; Evaluation; Monitoring	Complete job assignment and fulfill responsibilities of the Worksite agreement; timesheets
Pre-Apprenticeship (TBD)							

**LRLA-38 (07/2017)**

SSN: XXX-XX-**TERMINATION DATE:** \_\_\_\_\_[illegible][illegible][illegible][illegible][illegible]



## LUMBER RIVER WORKFORCE DEVELOPMENT BOARD

E<sup>3</sup> Economic Development ★ Education ★ Employment

30 CJ Walker Road, COMtech Park • Pembroke, North Carolina 28372

Telephone (910) 618-5533 • Fax (910) 521-7576

Website: [www.lumberrivercog.org](http://www.lumberrivercog.org)

### LUMBER RIVER WORKFORCE DEVELOPMENT BOARD

#### LRLA SUPPORTIVE SERVICES POLICY 2019-02

July 1, 2019

**SUBJECT:**

Supportive Services Policy

**PURPOSE:**

To communicate revisions to local area WIOA Supportive Services Policy requirement and forms. **The revision includes an update to the health care assistance section in regards to drug tests and background checks as it relates to unsubsidized employment; the limit on uniform purchases as it relates to work experiences, internships and OJT's; and a revision to the LRLA- 200 Attendance/Transportation form.**

**BACKGROUND:**

The **Supportive Services Policy** has been established to adhere to the Workforce Innovation and Opportunity Act signed into law by President Obama on July 22, 2014. This policy clearly defines services that are to be referred to other agencies as appropriate.

**ACTION:**

**LRLA 2019-02** replaces any prior policies or revised versions of the Supportive Services Policy. LRCOG Workforce Development Division Staff and WIOA Contractors should place the attached revised policies in their LRWD Technical Assistance Manual and begin using these revised policies immediately.

**Section 134(c)(3)(E) of WIOA establishes a priority requirement with respect to funds allocated to a local area for Adult employment and training activities. Please reference to LRLA Priority of Service Policy 2019-06 for established LRWDB policy.**

**EFFECTIVE DATE:**

Immediately

**EXPIRATION DATE:**

Indefinite

**CONTACT:**

Any questions regarding this policy should be directed to Ann Bullard, Fiscal and Evaluation Coordinator, LRCOG Workforce Development Division at (910) 775-9776.

**DISTRIBUTION:**

All LRCOG Workforce Development Division Staff and WIOA Contractors.

*Patricia Hammonds*

Patricia Hammonds, Administrator  
Workforce Development Division

Attachment: LRWD Supportive Services Policy  
LRWD Participant Attendance/Transportation Form  
LRWD Childcare Form  
LRWD Cost Authorization Form

Bladen County • Hoke County • Richmond County



Robeson County • Scotland County

Lumber River Council of Governments • Workforce Development Division

*Equal Opportunity Employer/Program*

# **LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM**

## **SUPPORTIVE SERVICES POLICY**

### **Overview**

#### Workforce Innovation and Opportunity Program:

Supportive Services for adults and dislocated workers are defined in Sections 134 (d)(2)(A&B) of the Workforce Innovation and Opportunity Act. **Supportive services are services which are necessary to enable an individual to participate in activities authorized under WIOA Title I, but may only be provided when individuals are unable to obtain needed supportive services through other programs providing such services.** Supportive service needs will be identified in the participant's Individual Service Strategy (ISS), then the Local Area/WIOA contractor will make every reasonable effort to arrange for, through community resources or WIOA, the needed supportive services. Supportive services means services such as transportation, child care, dependent care, housing, and needs-related payments or other reasonable expenses required for participation in the program activities and may be provided as in-kind or through cash assistance. **Although an allowable supportive service, at this time, the Lumber River Local Area will not provide needs-related payments as a supportive service but rather will seek alternative referral mechanisms for this service. The Local Area reserves the right to revisit this decision at its discretion.**

### **Specific Policies**

Letters of commitment for a one-stop career center system have been established in Bladen, Hoke, Richmond, Robeson and Scotland Counties to provide for supportive service needs of eligible individuals. The partners have pledged support and involvement in insuring quality service delivery and customer satisfaction. If a supportive service is available at no cost or reduced cost to an individual, that source will be utilized first. If a supportive service need is not available through another agency and it is necessary for the individual to participate in a WIOA program, it will be provided as long as supportive service funds are available. **Documentation of availability or non-availability of funds from other agency(ies) must be included in participant file and documentation of need must be included on participant's ISS form. The ISS should be reviewed on a continuous basis (at least every 90 days) to assist participant in overcoming need for assistance.** Gifts of any kind are not allowable under WIOA. Supportive Services are to be for the direct benefit of the participant.

The Lumber River Local Area has adopted specific provisions regarding the payment of services, such as for transportation; other such as, health care; child care services; emergency or short-term housing assistance as outlined below. Transportation services may be provided to WIOA enrollees in Institutional Skills Training or Basic Skills Training. A special transportation services policy is available for On-the-Job Training Programs/Work Experience (WIOA enrollees). Child care services can be provided for enrollees in any program activity, if they are not available through another agency. All other services will be provided through referrals to other existing human service agencies.

The provision of supportive services will be based on the documented needs as outlined during the objective assessment and Individual Service Strategy (ISS)/Employment Plan (EP) process. The objective assessment process will be an ongoing process, with the ISS/EP reviewed at a minimum of every three (3) months, at which time the adequacy of supportive services will be determined to ensure that the enrollee is making satisfactory progress toward established goals and that the provision of needed supportive services is not impeding attainment of goals.

## **LUMBER RIVER WDB APPROVED SUPPORTIVE SERVICES:**

Outlined below are the supportive services that can be supported by WIOA funds per Lumber River Workforce Development Board Policy to an individual enrolled in the WIOA program:

### **I. TRANSPORTATION:**

Transportation services can be provided to ensure mobility between home and the location of training, employment, and supportive services for WIOA participants actively enrolled into the Adult, Dislocated Worker and Youth Programs as funding allows. Individuals will only be reimbursed for the miles actually driven not to exceed 200 miles per week. Enrollees in OJT/Transitional Jobs /Work Experience can be reimbursed for a maximum of three weeks not to exceed one hundred and eighty dollars (\$180). (*LRLA Biweekly Transportation form is attached.*)

Listed below are examples of the different methods of incurring transportation costs and how payments may be administered in the Lumber River Local Area.

- a. If the training enrollee is driving his/her car to the training site, the LA WIOA staff must verify this and then determine the round trip mileage and reimburse the enrollee on a per mile basis. The rate of reimbursement will be **\$.30/mile** for actual miles driven for a maximum mileage amount not to **exceed 200 miles per week** as mandated by the LRWDB. *Mileage Reimbursement is allowable for mileage between home and training destination. If a participant attends training both in the morning and evening, then reimbursement is allowable for both trips. Travel during breaks between classes is not an allowable expense. REMEMBER: There is a 200 mile max per week on mileage reimbursement per participant. No carrying forward/backward between weeks is allowed.*

The staff/contractor staff will be required to secure adequate source documents to support transportation costs, which will include a travel voucher. The staff/contractor staff also has the responsibility to ensure that travel costs are expended for days the enrollee attended class/work.

- b. If an enrollee does not have a car but arranges to ride with another enrollee, the one driving can be reimbursed for actual miles driven and no more. The staff/contractor staff must verify the driver's mileage from home to the training center and on the travel voucher, the driver will certify the additional miles. The certification may be as simple as a statement like, "I certify that I provided transportation for John Doe, Bill Jones, and Bob White for a total of 30 actual miles." If an enrollee arranges to carpool with a non-enrollee, the staff/contractor staff must verify the carpooling arrangements and can reimburse the provider for actual miles driven at the same rate enrollees receive when driving their own car. The staff/contractor staff must secure adequate documentation for this arrangement and the check for payment should be to the provider, not to the enrollee. The staff/contractor staff will strongly encourage and advise enrollees to arrange carpools and for employers to arrange for transportation when feasible. Transportation services will be provided when possible through other human service agencies.
- c. An alternative method for the provision of transportation will be the leasing of a van with routes established to pick up enrollees and return them home. Enrollees who ride a leased van will not be directly reimbursed for mileage nor will they be charged a fee for riding the van. This option would allow for the leasing of a van only, not a lease with an option to purchase and must be approved by the LRWDB Administrator so that coordination can take place with the respective county Transportation Development Plan (TDP).

- d. Transportation can be provided through an arrangement with city, county, or private contractors to transport enrollees from their residence to the training site and back to their residence at a rate negotiated and approved by the LRWDB Administrator/One-Stop Career Center Manager/Service Provider(s) for total monthly mileage to only cover enrollees riding the van. These enrollees will not be directly reimbursed for mileage nor will they be charged an additional fee for riding the van. Please note these vendors must meet LRWDB policy on automobile insurance requirements. Procurement of private transportation vendors must be documented annually per contract award.
- e. Enrollees in On-the-Job Training /Work Experience may be provided a transportation allowance for 3 weeks not to exceed a total of \$180.00 for days actually worked and on a one time basis only. The need must be documented on participant's ISS.
- f. In certain immediate transportation needs, emergency financial assistance may be provided for a one-time emergency per participant up to \$250. This need would be determined and documented on the ISS for reasonableness. This would tend to be for an unforeseen emergency or circumstance such as a minor automobile repair. Additional requirement for emergency transportation assistance would be three original quotes from three different vendors. WIOA funds can be used to pay any portion of the cost based on the participant's need and ability to pay up to the maximum lifetime limit of \$250. WIOA portion of the payment should be made directly to the vendor upon completion of the nature of the expense.

## **II. CHILD CARE:**

Child care ensures the proper care of children while the parent participates in the program or is employed. Child care may include day care for children under six (school-age) and after school care for children over six. In many cases, the ability of a parent to obtain child care services, particularly at reasonable cost and in a convenient location determines whether or not that person will attempt to participate in a program. The staff/contractor staff will coordinate with the following agencies to provide child care services for enrollees if it is determined that child care is necessary for the individual to participate in a program: Departments of Social Services; Headstart Programs; and Lumbee Regional Development Association. These agencies receive federal funds to provide child care to low income families. Efforts will be made to secure assistance from these agencies to meet immediate child care needs, however, if not available, child care payments will be reviewed and determined by the LRWDB Administrator/One-Stop Career Center Manager/Service Provider(s) on an individual basis. In the event that child care services are authorized for payment, the following procedures will apply: (LRLA Childcare form is attached)

### **INCURRING CHILD CARE COSTS**

- a. Staff/Contractor staff will authorize child care services by completing a cost authorization form and documenting the need, duration, and service provider on the ISS/EP. Child care assistance is limited to a maximum of three months. Upon expiration of three month period, the staff will review participant's current need, as well as, conformity to policy and procedures of the program for determination of continued assistance. Participant should be actively searching for other child care assistance. Child Care will be paid directly to the service provider.
- b. Program funds will not be used to reserve a block of child care slots against the possibility that an enrollee might be enrolled that needs child care services. However, some child care providers require payment for normal business hours, even if the child is absent. For example, a child may be ill and not attend the child care center for a day or so. The day care center may require payment for those days in order to hold the slot until the child returns. This would be an allowable payment. If child care providers can be

secured that do not require payment for time when the child is absent, such providers should be utilized.

- c. Centers providing child care for children of program enrollees must be registered or licensed with the North Carolina Department of Human Resources, Division of Facility Services, Child Day Care Section. It is the responsibility of the Staff/Contractor staff incurring child care costs to determine and document that the child care center is properly registered or licensed.
- d. Reimbursement will be limited to whichever is lower, the rate charged to unsubsidized payors or the maximum county one-star market rates utilizing the rates as established by the NCDHR, Division of Facility Services, Child Day Care Section for subsidized day care services, updated on an annual basis. Current one-star market rates are as follows: *(effective 10/01/2018)*

#### **APPROVED CHILD CARE RATES**

(Effective October 01, 2018)

	Infants/ One Yr Old	Twos	Threes - Fives	School-Age
<b>BLADEN</b>				
Child Care Centers	424 (\$98/wk)	390 (\$90/wk)	368(\$85/wk)	260 (\$60/wk)
Family Care Homes	379 (\$88/wk)	356 (\$82/wk)	335 (\$77/wk)	335 (\$77/wk)
<b>HOKE</b>				
Child Care Centers	424 (\$98/wk)	390 (\$90/wk)	368 (\$85/wk)	346 (\$80/wk)
Family Care Homes	379 (\$88/wk)	356 (\$82/wk)	335 (\$77/wk)	335 (\$77/wk)
<b>RICHMOND</b>				
Child Care Centers	424 (\$98/wk)	390 (\$90/wk)	289 (\$73/wk)	268 (\$67/wk)
Family Care Homes	379 (\$88/wk)	356 (\$82/wk)	335 (\$77/wk)	335 (\$77/wk)
<b>ROBESON</b>				
Child Care Centers	289 (\$67/wk)	289 (\$67/wk)	276 (\$64/wk)	276 (\$64/wk)
Family Care Homes	379 (\$88/wk)	356 (\$82/wk)	335 (\$77/wk)	335 (\$77/wk)
<b>SCOTLAND</b>				
Child Care Centers	424 (\$98/wk)	390 (\$90/wk)	289 (\$67/wk)	356 (\$82/wk)
Family Care Homes	379 (\$88/wk)	356 (\$82/wk)	335 (\$77/wk)	335 (\$77/wk)

#### **PAYING CHILD CARE COSTS**

To pay day care costs, the staff/contractor staff must secure from the provider an itemized invoice showing the name(s) of the child or children; name(s) of the parent(s); time period and dates covered; and total charges. The invoices must also show the ID number assigned to the provider by the NCDHR Division of Facility Services, Child Day Care Section. A separate invoice will be completed and submitted for each period.

Child care payments may only be paid for the days the enrollee was in class or on the job, except as stated in II. b above. In a situation where a monthly maximum may be exceeded due to more weeks/pay periods falling within that month, as long as the above weekly amounts are not exceeded the cost would be allowable.



## **DOCUMENTING CHILD CARE COSTS**

All invoices for child care services will be retained along with cost documentation for the purposes of audit. The staff must document that he/she has checked a birth certificate or other identification to prove that children do exist for which child care costs are paid and that the child belongs to the participant. The staff will coordinate child care services, making necessary arrangements and submitting necessary documentation for reimbursement of the provider.

### **III. EMERGENCY OR SHORT TERM HOUSING ASSISTANCE:**

Assistance in securing housing or rental assistance will be provided to all enrollees as needed during regularly scheduled counseling sessions. Efforts will be coordinated with the local Housing Authorities and other agencies as appropriate. Emergency or short-term housing assistance may be provided with WIOA funds through use of the Cost Authorization Form (as a last resort after exhausting all other resources-provide documentation) and through referral to the Department of Social Services for the following situations:

1. To cushion the sudden increase in subsidized federal housing by paying the difference between the current monthly rent and the new monthly rate, once a client has gone to work. A three month time limit for payment will be utilized for housing rental assistance and payments will be made to the landlord or housing authority; and
2. For relocation of families into new rental housing (utility deposits, rental deposits, etc.) Payments for relocation assistance will be limited to deposits and/or two month's rent.

Additionally, sometimes it may become necessary for a participant to leave his/her present home situation and be placed in a temporary living arrangement. According to individual trainee needs, the staff/ contractor staff will make referrals to other human service agencies to make sure that the enrollee is provided a clean, comfortable place to eat, sleep and study. Temporary shelter will be obtained for all enrollees through coordination with other human service agencies such as: Departments of Social Services, Rape Crisis Centers, Family Violence Centers, Group Homes, etc.

### **IV. HEALTH CARE ASSISTANCE:**

Enrollees may receive WIOA assistance with the following Health Care Assistance as it obtains to Job related healthcare expenses only: a physical examination, provided that: 1) they have not had a physical examination within the past year; and/or 2) an employer requires a physical examination prior to allowing an enrollee to work; and/or 3) it is a requirement of the participant's training. The limit on health care costs to include physical examinations and required shots is \$150.00 per participant per year unless prior special permission is obtained from the LRWDB Administrator. Again, services must have prior approval by WIOA staff on a Cost Authorization form. All routine physicals and routine lab tests should be conducted at the county health department if available. Staff/Contractor staff should try to secure health services without cost to WIOA by establishing contact with health departments, neighborhood clinics, and vocational rehabilitation agencies. Staff/Contractor staff must document services provided on the enrollee's ISS/EP. Drug Tests and background checks will not be supported by WIOA funds, as it relates to unsubsidized employment.

### **V. EDUCATIONAL FEES: (ONLY YOUTH PROGRAM)**

Students enrolled in any public school system in the Lumber River Local Area may be assessed school fees. The fees are implemented at the discretion of the Local Education System (Superintendent, Board of Education and/or School Site Principal) in their respective county.

Fees may be imposed for required supplies for classes, required graduation items/fees, and educational testing fees. If listed fees cannot be waived or reduced for students who demonstrate real economic hardship, WIOA funds may be utilized as a last alternative. WIOA participants must be examined on an individual basis to determine if assistance is needed and funds are available. If this supportive service is provided, it must be documented and reviewed as part of the ISS. Funds must be paid directly to the school system/vendor.

**NOTE:** For Adult/DW Educational fees, please reference to the LRWDB Individual Training Account (ITA) & Occupational Skills Policy 2019-03.

## **VI. WORK EXPERIENCE/INTERNSHIP/OJT:**

Students placed in a Work Experience, Internship, or OJT that require assistance with items such as, (uniforms, appropriate work attire, safety wear), may receive WIOA assistance with purchase of these items through a Cost Authorization Voucher. Assistance should be documented on the participant's ISS. WIOA funds are limited to a maximum of 2 complete uniforms/work appropriate outfits, 1 pair of shoes unless approved by the WD Administrator.

## **LUMBER RIVER WDB REFERRAL SERVICES POLICY:**

**Listed below are the supportive services that are to be offered through a referral only process to appropriate agencies. No WIOA funds are to be spent on these services.**

- Substance Abuse Counseling and Referral
- Individual and Family Counseling (Personal and Financial)
- Legal Assistance/Counseling
- Special Services and Materials for Individuals with Disabilities
- Job Coaches

Some suggested referral agencies include but are not limited to:

- N.C. Vocational Rehabilitation
- Alcoholics Anonymous
- Local Health Departments
- Local DSS offices
- Palmer Drug Prevention Program
- N.C. Commission for the Blind
- Neighborhood Health Clinics
- Lumbee River Legal Services
- Local Mental Health Centers
- Family Violence Centers
- Rape Crisis Centers
- Robeson Church and Community Center
- Guardian ad Litem Programs
- Food banks
- Local Housing Authorities

It is impossible to identify all services that an individual may need, but through an objective assessment and development of an Individual Service Strategy (ISS), services may be identified and addressed either through WIOA financial assistance or through another human services agency through the referral process. If needed assistance is other than what has been described within the Supportive Service Policies, WD Administrator approval must be received prior to incurring cost.



# **WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA)** **LUMBER RIVER WORKFORCE DEVELOPMENT**

## **ADULT/DW/YOUTH - BIWEEKLY ATTENDANCE / TRANSPORTATION VOUCHER**

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

SSN: (last 4 digits) \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_

Reimbursement Period \_\_\_\_\_

**INSTRUCTIONS:** This student is receiving transportation payments under WIOA, therefore we must keep a record of classroom attendance. Indicate the actual hours the student attended your class daily and sign to certify the attendance information is correct to the best of your knowledge.

**Note:** Maximum reimbursement for actual mileage will not exceed 200 miles per week. Mileage may not be carried forward or backward from one week to another. Week is defined as Sunday – Saturday.

COURSE TITLE												
	Date	Miles	Scheduled	Hours Attended	Scheduled	Hours Attended	Scheduled	Hours Attended	Scheduled	Hours Attended	Scheduled	Hours Attended
SU												
M												
T												
W												
TH												
F												
SA												
SU												
M												
T												
W												
TH												
FR												
SA												
TOTAL MILES			TOTAL HOURS									
INSTRUCTOR'S SIGNATURE												
DATE												

**ENROLLEE'S CERTIFICATION:** *I certify the above attendance and travel record is correct. I understand this information is subject to verification and that falsification of this information shall be grounds for my termination from WIOA and may subject me to prosecution under the law.*

Enrollee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Account Code: \_\_\_\_\_ - Fund/Program: \_\_\_\_\_

Week 1: Miles \_\_\_\_\_ X .30 = \$ \_\_\_\_\_ (actual) Amount to Reimburse: \$ \_\_\_\_\_

Week 2: Miles \_\_\_\_\_ X .30 = \$ \_\_\_\_\_ (actual) Amount to Reimburse: \$ \_\_\_\_\_

Total to Reimburse: \$ \_\_\_\_\_

WIOA Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

WIOA Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
**WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA)**  
*Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)*

Childcare Facility: \_\_\_\_\_

Address: \_\_\_\_\_

Facility ID: \_\_\_\_\_ Telephone #: \_\_\_\_\_ ( ) \_\_\_\_\_

(childcare facility must be registered or licensed with the NC Depart. Of Human Resources, Division of Facility Services, Child Day Care Section). [www.NCChildcare.dhhs.state.nc.us](http://www.NCChildcare.dhhs.state.nc.us)

Type of Service Provided: (circle type) **CHILD CARE CENTER** OR **FAMILY CARE HOME**

Name of Child: \_\_\_\_\_ DOB: \_\_\_\_\_

Name of Parent: \_\_\_\_\_ SS# (last 4 digits): \_\_\_\_\_

Attendance period: \_\_\_\_\_

Please indicate whether the child was present (P) or absent (A) for the dates below:

DAY	DATE	ATTENDANCE
SUNDAY		
MONDAY		
TUESDAY		
WEDNESDAY		
THURSDAY		
FRIDAY		
SATURDAY		

DAY	DATE	ATTENDANCE
SUNDAY		
MONDAY		
TUESDAY		
WEDNESDAY		
THURSDAY		
FRIDAY		
SATURDAY		

*I certify that the above entries are accurate representations of the said child's attendance:*

Childcare Facility Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

WIOA Staff Signature \_\_\_\_\_

Date \_\_\_\_\_

**Daycare Provider, please submit this attendance form along with invoice to the following agency for payment:**

WIOA Contractor Name: \_\_\_\_\_

WIOA Contractor Address: \_\_\_\_\_

WIOA Staff Contact Name: \_\_\_\_\_

WIOA Staff Telephone #: \_\_\_\_\_

**WIOA STAFF USE:**

Account Code: \_\_\_\_\_

Fund/Program: \_\_\_\_\_

Amount to be paid: \$ \_\_\_\_\_

(Attach supporting documentation)



**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
*Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)*

**WIOA TRAINING COST AUTHORIZATION**  
*(for Supportive Services Costs i.e. childcare/transportation/one-time emergency)*

Enrollee's Name: \_\_\_\_\_ Fund/Program Code: \_\_\_\_\_

Address: \_\_\_\_\_

SSN: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Contact Person: \_\_\_\_\_

The above named individual is enrolled in an approved Workforce Innovation & Opportunity Act (WIOA) training/institutional program. The Lumber River Workforce Development WIOA Contractor will pay the costs of the support items listed below, subject to the indicated maximum amounts for the semester/period of:

Voucher Authorization Date: \_\_\_\_\_

Voucher Expiration Date: \_\_\_\_\_

_____	\$ _____ (maximum)
_____	\$ _____ (maximum)
_____	\$ _____ (maximum)
_____	\$ _____ (maximum)
_____	\$ _____ (maximum)
_____	\$ _____ (maximum)
<b>TOTAL</b>	\$ _____

\_\_\_\_\_  
WIOA Program Staff

\_\_\_\_\_  
Date of Authorization

**A COPY OF THIS AUTHORIZATION MUST BE SUBMITTED, ALONG WITH YOUR INVOICES FOR THIS PARTICIPANT, TO THE APPROPRIATE LOCATION CHECKED BELOW. [NOTE: Invoices received without an attached authorization will not be processed for payment.] Please call us, at the telephone number listed, if there are any problems. NOTE: INVOICES WILL BE PAID BASED ON ALLOWABLE ACTUAL COSTS UP TO THE MAXIMUM STATED ABOVE.**

CONTRACTOR NAME: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

WIOA STAFF: \_\_\_\_\_ PHONE: \_\_\_\_\_



## LUMBER RIVER WORKFORCE DEVELOPMENT BOARD

E<sup>3</sup> Economic Development ☆ Education ☆ Employment

30 CJ Walker Road, COMtech Park • Pembroke, North Carolina 28372

Telephone (910) 618-5533 • Fax (910) 521-7576

Website: [www.lumberrivercog.org](http://www.lumberrivercog.org)

### LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM

#### LRLA SELF-ATTESTATION POLICY 2019-23

July 15, 2019

**SUBJECT:** Applicant Self-Attestation for eligibility for WIOA

**PURPOSE:** To provide guidance on the use of Applicant Self-Attestation for eligibility for Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth programs. **This revision includes an update to the LRLA-40 to include use of this form by participant to attest to ex-offender status.**

**BACKGROUND:** The U.S. Department of Labor, NC Department of Commerce, Division of Workforce Solution, and the Lumber River Workforce Development Board implemented a Self-Attestation Policy. For all verification where Applicant Self-Attestation is allowed, self-attestation is to be used exclusively as a last resort and only after best efforts and all other forms of verification have been exhausted.

**ACTION:** Applicants for WIOA program services must exhaust all options available to them in providing supporting documentation for the eligibility of programs. In those instances where documentation is absolutely unavailable to applicants seeking enrollment into WIOA programs, the Lumber River Workforce Development Board allows the use of the Applicant Self-Attestation when allowable for verification of information in the NCWorks system.

If the self-attestation is allowed by the NCWorks system, the contractor will use the appropriate form (LRLA-40) to document that element of eligibility for program services. The verification documentation must be stated in the form and the applicant must sign and date the self-attestation form to attest, under the penalty of perjury, that the information provided is accurate and true to the best of the applicant's knowledge and belief. All Applicant Self-Attestation forms will be maintained in the WIOA applicant's file and may be subject to review by the Lumber River Workforce Development Board. The Self-Attestation forms should be scanned into NCWorks online when utilizing for verification. **Make sure that the information that you are verifying is clearly stated on the self-attestation form.**



Bladen County • Hoke County • Richmond County

Robeson County • Scotland County

Lumber River Council of Governments • Workforce Development Division

*Equal Opportunity Employer/Program*

### **Sampling of Self-attestations**

Per TEGL 5-14, a random sampling of self-attestations for eligibility elements is required for each local area in order to validate accuracy. As part of annual monitoring, LRWDB staff will select a random sample of participant files that have used self-attestation for eligibility verification. Based on the sample, service providers will then be required to gather/provide additional supporting documentation of eligibility by obtaining some other allowable source of verification. The effective date of the update to this policy will take effect on February 15, 2019.

**PLEASE NOTE:** In lieu of including the **LRLA-35 Self Declaration of Offender Status Form** staff must ensure the following information is captured in relation to the offender status: affirmation of arrest, if convicted what the conviction was for, description of the crime (i.e., misdemeanor or felony), include probation and parole status, probation/parole contact information (name, address, telephone), include if sentence is complete, and/or no status of reporting to the probation/parole officer.

**EFFECTIVE DATE:** **Immediately for enrollments effective July 15, 2019 and beyond.**

**EXPIRATION DATE:** Indefinite

**CONTACT:** Any questions regarding this policy should be directed to Ms. Patricia Hammonds, Administrator, LRCOG WD Division at (910) 775-9764.

**DISTRIBUTION:** LRWD Division Staff and WIOA Contractors.

**Patricia Hammonds**

Patricia Hammonds, Administrator  
Workforce Development Division

**Attachments: Updated LRLA-40 Self-Attestation Form (7/15/2019)**



**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
*Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)*

***SELF – ATTESTATION FOR FAMILY SIZE, INCOME,  
 EMPLOYMENT STATUS, DISLOCATION, DISPLACED  
 HOMEMAKER, EX-OFFENDER STATUS AND EDUCATION LEVEL***

*(if used for income it must be one of the following: no income, cash gifts, odd jobs, or self-employment income)*

Date: \_\_\_\_\_ Name: \_\_\_\_\_ Last four of SSN: \_\_\_\_\_

I, \_\_\_\_\_, hereby affirm that : \_\_\_\_\_  
 (NAME OF APPLICANT)

---

---

---

---

---

---

---

---

---

---

I ATTEST THAT THE INFORMATION STATED ABOVE IS TRUE AND ACCURATE, AND UNDERSTAND THAT THE ABOVE INFORMATION, IF MISREPRESENTED, OR INCOMPLETE, MAY BE GROUNDS FOR IMMEDIATE TERMINATION AND/OR PENALTIES AS SPECIFIED BY LAW. USING THE SELF-ATTESTATION COULD REQUIRE GATHERING PERTINENT DOCUMENTATION AT A LATER DATE IF REQUESTED BY LOCAL, FEDERAL OR STATE GOVERNMENT REPRESENTATIVES.

\_\_\_\_\_  
 (Applicant's Signature)

\_\_\_\_\_  
 (Staff Signature)

**OFFICE USE ONLY**

**THE ABOVE APPLICANT STATEMENT IS BEING UTILIZED FOR  
 DOCUMENTATION OF THE FOLLOWING ELIGIBILITY CRITERIA:**

- |                                      |                                    |   |
|--------------------------------------|------------------------------------|---|
| <input type="checkbox"/> FAMILY SIZE | <input type="checkbox"/> INCOME    | <input type="checkbox"/> EMPLOYMENT STATUS  |
| <input type="checkbox"/> DISLOCATION | <input type="checkbox"/> DISPLACED | <input type="checkbox"/> EDUCATION          |
|                                      | <input type="checkbox"/> HOMEMAKER | <input type="checkbox"/> EX-OFFENDER STATUS |





## LUMBER RIVER WORKFORCE DEVELOPMENT BOARD

E<sup>3</sup> Economic Development ☆ Education ☆ Employment

30 CJ Walker Road, COMtech Park • Pembroke, North Carolina 28372

Telephone (910) 618-5533 • Fax (910) 521-7576

Website: [www.lumberrivercog.org](http://www.lumberrivercog.org)

### LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM LRLA INCUMBENT WORKER TRAINING GRANT POLICY 2019 – 22 July 1, 2019

**SUBJECT:** Incumbent Worker Training Grant Policy

**PURPOSE:** To provide guidance and criteria for the Lumber River Workforce Development Board (LRWDB) expansion of NC Works Incumbent Worker Training Grant (IWTG) with local program funds operated under the Workforce Innovation and Opportunity Act (WIOA). **The revision includes an update to the forms with the addition of the LRWDB IWT Application Assessment, and the LRLA-IWT 2018-2019 Contract for Services.**

**BACKGROUND:** To strengthen the workforce system and to implement the Workforce Innovation and Opportunity Act of 2014, Local Workforce Development Boards (WDBs) including the Lumber River Workforce Development Board are permitted to use up to 20 percent of the combined total of Adult and Dislocated allocated formula program funds for Local Incumbent Worker Training. An incumbent worker is not subject to eligibility requirements for Adult and Dislocated Workers under WIOA, but performance information is required.

**Federal Requirements mandate that at a minimum, the following data for each training participant and must be entered in NCWorks Online:**

- Social Security Number
- Complete Name and Contact Information
- Gender
- Date of Birth
- Citizenship (Right to Work Status)
- Selective Service Compliance
- Disability Status
- Ethnicity and Race



LRWDB is required to collect and report outcomes based upon criteria outlined in their local policy similar to reporting requirements found in the NC Works Online system, and approved by the Division of Workforce Solutions (DWS) upon submission of the policy. The outcome measures should promote a skilled workforce by assisting workers in obtaining the skills necessary to retain employment or avert layoffs and must increase the both the worker's and the company's competitiveness. The workers served under the NC Works IWTG will be reported using the DWS NC Works Online system.

### **Definition of Incumbent Worker**

An Incumbent Worker is:

- at least 18 years of age and a paid employee of the applicant business or businesses;
- in a relationship that meets the Fair Labor Standards Act requirements for an employer-employee;
- an employee with an established employment history with the employer for 6 months or more;
- a citizen of the United States or a non-citizen whose status permits employment in the United states; and
- an employee to be trained who works at a facility located in North Carolina.

### **Definition of an Employer-Employee Relationship**

An Employer-Employee Relationship must exist between the worker and the employer. The Fair Labor Standards Act (FLSA) defines "employ" as the work that the employer directs or allows to take place. Workers who are economically dependent on the business of the employer and will receive a W-2 form for tax filing purposes have an employer-employee relationship.

**An individual that does not meet the employer-employee relationship are:**

- those who will receive a 1099 form for tax filing purposes; or
- those who are placed through a temporary agency.

### **Eligible Businesses**

The intent of the Local IWTG is to provide services for current workers in established North Carolina Business.

**An Eligible Business will:**

- be current on all tax obligations;
- have an employer-employee relationship with at least 5 employees; **and**
- have been in operation in North Carolina 12 or more months.

Businesses that are currently receiving customized training funds from a community college will be evaluated on a case by case basis to ensure there is no overlap in training.

It is the policy of the Lumber River Local Area Incumbent Worker Training policy to retain a skilled workforce or avert the need to lay off workers.

### **Non-Federal Share Requirements**

An employer or group of employers must pay for a portion of the cost of providing the training to incumbent workers. This portion is defined as the non-federal share and rules for matching are provided at Uniform Guidance 2 CFR 200.306 and 2 CFR 2900.8, respectively, WIOA Section 134(d)(4)(D), and the US Department of Labor Training Employment Guidance Letter (TEGL) 03-15.

The non-federal share shall be:

- Not less than 10% of the cost, for employers with not more than 50 employees’
- Not less than 25% of the cost, for employers with more than 50 employees; and
- Not less than 50% of the cost, for employers with more than 100 employees [WIOA Section 13(d) (4)].

The non-federal share may include the amount of wages paid by the employer to the worker is attending training. The employer may provide the share in cash or in kind, fairly evaluated. Other examples of an employer’s non-federal share are training equipment purchases, on-site facility usage, employees’ food, travel, and lodging.

Collaborative IWT is designated to meet the common training requirements of a group of employers. All employers and employees must meet WIOA criteria. The contract will be written with the lead employer, who must have employees included in the training.

**ACTION:**

Lumber River Local Area Employers and Partners must adhere to the DWS Policy Statement PS17-2017 and utilizes the attached documentation including the Business Guidelines, Local Application, Contract for Services, Application Assessment and Final Training Project Report.

**EFFECTIVE DATE:**

**Immediately**

**EXPIRATION DATE:**

Indefinite

**CONTACT:**

Any questions regarding this policy should be directed to Matthew Ammons, Business Enrichment Specialist at (910) 775-9778.

**DISTRIBUTION:**

All Lumber River Local Area Service Providers and Lumber River Workforce Development Division Staff

Patricia Hammonds

Patricia Hammonds, Local Area Administrator  
Workforce Development Division

**ATTACHMENTS:**

LRWDB IWT Guidelines for Business  
LRWDB IWT Grant Application  
LRWDB IWT Application Assessment  
LRLA-IWT 2017 - 2018 Contract for Services  
Final Training Project Report

# Lumber River Workforce Development Board

Lumber River Area (LOCAL)  
Incumbent Worker Training Grant

## BUSINESS GUIDELINES



**Program Year**  
**July 1, 2018 to June 30, 2019**

An Equal Opportunity/Affirmative Action Employer/Program.

# **TABLE OF CONTENTS**

## **LRWD INCUMBENT WORKER TRAINING GRANT**

---

**KEY POINTS**

**FREQUENTLY ASKED QUESTIONS**

**ATTACHMENT A: Reimbursable/Non-Reimbursable Training Costs**

## KEY POINTS:

---

- The LRWD IW Training Grant is a competitive training grant through which qualifying businesses can address employees' skills gaps and impact company stability. These skills gaps can be a result of a worker's changing responsibilities/requirements in her/his job, or for a worker whose job may potentially be eliminated and skill upgrading is needed to accept new responsibilities. The LRWD IW training should result in increased knowledge, certifications, and will increase the competitiveness of the employee and employer.
- North Carolina for profit and not for profit businesses located in the LRWD Area with an employer-employee relationship with at least five or more employees, that have been in operation in North Carolina for a minimum of one year prior to the LRWD submission deadline date, are current on all federal and state tax obligations, and are financially viable are eligible to apply.
- LRWD IW Training Grants are awarded on a competitive, as needed basis and are dependent upon the availability of funding. The maximum lifetime limit is \$120, 000. **The local area has set aside \$50,000 for PY 18/19.**
- The LRWD IW Training Grant is administered by the LRWD Board with information and guidelines provided by the Local Workforce Development Boards (LWDB) and the North Carolina Department of Commerce's Division of Workforce Solutions (Division). Applications are submitted directly to the LWDB. The LWDB may request additional information or establish supplemental provisions and requirements for the training applications.
- For each program year, **the LRWDB will have funding available for the local IWT program.** Businesses should contact the Business Services Coordinator to inquire of funding availability and other requirements, including program guidelines. The LRWDB's goal is to spend all funds awarded during a program year with in that program year. However, each Company awarded a local IWT grant will have six (6) months, to complete training, which may occur after the program year has ended.

PROGRAM YEAR BEGINS	PROGRAM YEAR ENDS
July 1st	June 30rd

## **FREQUENTLY ASKED QUESTIONS:**

---

### **WHAT IS THE LRWD INCUMBENT WORKER TRAINING GRANT?**

---

The LRWD IW is a competitive training grant through which qualifying businesses can address employees' skills gaps and impact company stability. These skills gaps can be a result of a worker's changing responsibilities/requirements in her/his job, or for a worker whose job may potentially be eliminated and skill upgrading is needed to accept new responsibilities. The LRWD IW training should result in increased knowledge, certifications, and will increase the competitiveness of the employee and employer.

### **WHAT IS AN INCUMBENT WORKER?**

---

An incumbent worker is:

- a. At least 18 years of age and a paid employee of the applicant business or businesses;
- b. In a relationship that meets the Fair Labor Standards Act requirements for an employer-employee;
- c. An employee with an established employment history with the employer for 6 months or more (the employee must be in an employer-employee relationship at least 6 months prior to the LRWD IW Training Grant's state submission deadline date);
- d. A citizen of the United States or a non-citizen whose status permits employment in the United States; and
- e. An employee to be trained that works at a facility located in the LRWD Area of North Carolina.

### **WHAT IS AN EMPLOYER-EMPLOYEE RELATIONSHIP?**

---

In order for the Fair Labor Standards Act (FLSA) minimum wage and overtime provisions to apply to a worker, the worker must be an "employee" of the employer. This means that an employment relationship must exist between the worker and the employer. The FLSA defines "employ" as the work that the employer directs or allows to take place. Workers who are economically dependent on the business of the employer and will receive a W-2 for tax filing purposes have an employer-employee relationship.

An individual that does not meet the employer-employee relationship are;

- ☐ Those who will receive a 1099 for tax filing purposes or
- ☐ Those who are placed through a temporary agency.

### **WHEN WOULD AN EMPLOYER UTILIZE THE LRWD IW TRAINING GRANT?**

---

An employer can utilize this competitive training solution when an employee has identified skills gaps that need to be addressed through training, thus enhancing the employee's continued employability and improve business stabilization.



## **WHICH EMPLOYEES WOULD BENEFIT FROM THE LRWD IW TRAINING GRANT?**

---

The LRWD IW Training Grant is beneficial to employees who have identified skills gaps, where eligible training addresses these gaps, improves employee retention, helps stabilize the business, and will increase the competitiveness of the employee and employer. These employees either:

- ☐ Need to upgrade skills and knowledge to retain their current job;

**OR**

- ☐ Need to gain new skills and knowledge so they qualify for a different job with their employer.

Additionally, the training provides a significant step towards achieving an industry- or applicant-recognized certification or credential that increases the workers' overall employability.

An ideal incumbent worker opportunity is one where a participant acquires new skills allowing him or her to move into a higher skilled and higher paid job within the company, thus allowing the company to hire a job seeker to backfill the incumbent worker's position.

## **WHO IS ELIGIBLE TO APPLY?**

---

A business that is eligible to apply:

- ❖ Is a North Carolina for-profit and not-for-profit business;
- ❖ Has an employer-employee relationship with the trainees;
- ❖ Has at least 5 or more employees with which there is an employer-employee relationship;
- ❖ Has been in operation in North Carolina for a minimum of one year prior to the submission deadline date;
- ❖ Is current on all federal and state obligations; and
- ❖ Is financially viable;
- ❖ The Business must be located in the Lumber River Workforce Development Board Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties).

Businesses that employed fewer than 5 employees and were awarded the NC Works IW grant from July 1, 2013 until June 30, 2014 are grandfathered and are eligible to apply in future rounds, until the maximum lifetime limit of \$120,000 is met.

## **WHAT IS A NOT-FOR-PROFIT BUSINESS?**

---

A not-for-profit entity is a legally constituted organization whose primary objective is to support or to actively engage in activities of public or private interest without any commercial or monetary profit purposes. For the purpose of this grant, it is further defined as having the following characteristics: 1) has paid employees (volunteers are not eligible for training under this program); 2) pays required wage taxes; and 3) generates income through the production of products or the provision of services.

## **WHO IS NOT ELIGIBLE TO APPLY?**

---

The following businesses are not eligible to apply for funds under this program:

- ☐ A business currently receiving training funds, either directly or indirectly, from North Carolina state government unless those training funds do not duplicate the training efforts outlined in the project application ;
- ☐ A business that has received funds either directly or indirectly from North Carolina state government under any previous training initiative, and the terms of the agreement for training have not been met;
- ☐ A training provider, unless it is to address the skills gaps of the training provider's incumbent workers;
- ☐ The Lumber River Workforce Development Board or its administrative entity;
- ☐ A labor union;
- ☐ A government entity;
- ☐ A company that has already met the Local lifetime limit of \$120,000;
- ☐ Entities whose primary business is education.

## **CAN A BUSINESS APPLY FOR THE LRWD IW TRAINING GRANT IF IT IS ELIGIBLE FOR OTHER TYPES OF TRAINING RESOURCES, SUCH AS CUSTOMIZED TRAINING?**

---

In addition to the LRWD IW Training Grant, the North Carolina Community College System provides funds through the Customized Training Program. Introduced in 2008, the Customized Training Program is an integration of two prior programs: The New and Expanding Industry Program (NEIT) and the Focused Industrial Training Program (FIT). To maximize resources, the business must demonstrate that it is not eligible for, or has exhausted efforts to secure funding through this or other existing programs (examples: agreement on an acceptable training schedule timeline; availability of funds to meet training timeframe).

Additionally, businesses that are receiving customized training funds from a community college at the time of application will be evaluated on a case by case basis to ensure there is no overlap in training.

## **WHAT KINDS OF TRAINING CAN BE FUNDED BY THE LRWD IW TRAINING GRANT?**

---

The following types of training can be funded:

- ☐ Occupational skills training designed to meet the special requirements of a business or a group of businesses.
- ☐ Educational training defined as short courses that address the identified skills gaps and could lead to a credential or to an industry-recognized certification. The training may include a curriculum course, but cannot be part of a trainee's pursuit of an educational degree.

Grant funds will be expended on training activities that take place only in North Carolina **unless** the Lumber River Workforce Development Board approves training outside the state. If consent is given, all other rules and regulations of the LRWD IW Training Grant still apply.

## **WHAT IS THE DESIGNATED AMOUNT PER PROGRAM YEAR FOR WHICH BUSINESSES CAN APPLY?**

---

Incumbent Worker Training is an allowable local workforce development board service component authorized by the Workforce Innovation and Opportunity Act (WIOA). The LRWDB may allow up to 20% of its formula funds to be utilized on IWT (as allowable by law). Businesses can apply for up to \$15,000 per program year provided they do not exceed the \$120,000 lifetime maximum. (The amount approved is contingent upon local area funding levels).

## **WHAT IS THE MAXIMUM AMOUNT PER PROGRAM YEAR FOR WHICH A BUSINESS CAN APPLY?**

---

LRWD IW funds are limited, and are, therefore, awarded on a competitive basis, as needed. Eligible applicants can apply for a maximum of \$15,000, per program year, provided the funding is not over 20% of WIOA Adult and Dislocated Worker funds. The lifetime maximum will include local and state IWT funding. The funds are based on availability and the applicant's ability to complete training within six months of award.

## **WHAT IS THE LIFETIME LIMIT FOR BUSINESSES RECEIVING GRANTS?**

---

The lifetime limit is \$120,000 (\$15,000 per program year). Businesses with locations in multiple areas of the state will be treated as a single company for the purposes of determining when this maximum is met. The lifetime limit applies to the company, its parent company and subsidiaries. This applies to all applicants, regardless if they have received a grant before. The business may apply for subsequent, competitive grants, but receipt of a prior grant does not automatically guarantee an award of future grants.

## **HOW IS THE LIFETIME LIMIT DETERMINED?**

---

The lifetime limit is determined by adding the amount of State NC Works IWT funds and the local IWT funding received by the company. If a company is awarded the LRWD IW Training Grant, but is unable to use **any** of the funds and forfeits the full grant amount, then that grant amount will not count against the total lifetime limit for that company.

## **CAN A BUSINESS APPLY FOR A GRANT THAT WILL SERVE DIFFERENT, MULTIPLE BUSINESSES WITH COMMON TRAINING NEEDS?**

---

Yes, unique businesses can partner and apply for a collaborative training grant. The businesses pursuing this approach must consult with the Business Services Coordinator, who will help coordinate this type of application. LRWDB is also encouraged to work with unique businesses in high demand sectors within the local region to complete collaborative applications. All businesses included in the application must meet all rules, regulations, and guidelines of the LRWD IW Training Grant. The proposal for the common request must:

- ☐ Train employees of at least two different businesses, with one of those businesses designated as the Lead Applicant;
- ☐ Include employees of the Lead Applicant in the training;
- ☐ Include information on each business that will be part of the training. The application has a specific section for this information;
- ☐ Include training descriptions and outcomes that address the employees from all businesses impacted by the proposed common training; and
- ☐ Be for a collective group of businesses of which *none* have ever received a collaborative training grant.

An application representing common training needs of **two or more businesses** will be subject to the lifetime maximum of \$120,000. The amount of the award will be equally portioned among the businesses included in the application. *Example:* Two businesses receive a collaborative training grant in the amount of \$12,000. Each business will have \$6,000 credited towards its lifetime funding limit of \$60,000.

### **IS THE BUSINESS REQUIRED TO CONTRIBUTE?**

---

The employer or group of employers must pay for a portion of the cost of providing the training to incumbent workers. This portion is defined as the non-federal share. The non-federal share is based on the following limits:

- ☐ Not less than 10% of the cost, for employers with not more than 50 employees;
- ☐ Not less than 25% of the cost, for employers with more than 50 employees, but not more than 100 employees; and
- ☐ Not less than 50% of the cost, for employers with more than 100 employees.

The number of employees is based on all locations within North Carolina. The business will be required to calculate its actual non-federal share at the conclusion of the training. Should the non-federal share not meet the limits, the funds could potentially have to be repaid.

### **WHAT IS THE NON-FEDERAL SHARE?**

---

The non-federal share provided by an employer participating in the program may include the amount of the wages paid by the employer to a worker while the worker is attending a training program. The employer may provide the share in cash or in kind, fairly evaluated. Examples of the non-federal share are trainees' wages, on-site facility usage, trainees' travel, food, and lodging.

### **WHAT COSTS CAN BE REIMBURSED BY THE LRWD IW TRAINING GRANT?**

---

See Attachment A for a list of allowable and non-allowable costs.

### **WHAT OUTCOMES ARE EXPECTED FROM THE LRWD IW TRAINING GRANT?**

---

When businesses experience a skills gap in their workforce, the company's stability can be compromised. The LRWD IW Training Grant funded by the Federal Workforce Innovation and

Opportunity Act (WIOA) addresses such needs by increasing workers' skills, wages, advancement opportunities, knowledge, and certification.

---

**HOW IS THE LRWD IW TRAINING GRANT ADMINISTERED?**

---

The LRWD IW Grant is administered through the Lumber River Workforce Development Board and Staff.

---

**HOW DOES A BUSINESS SUBMIT AN APPLICATION?**

---

First the business must contact the Business Services Coordinator for the Lumber River Workforce Development Board (LRWD) that administers the LRWD IW Training Grant program in its local area. This contact allows the business and the LRWD the opportunity to review the guidelines and eligibility requirements, highlight criteria, discuss training priorities, and understand the application time schedule, and other procedures and expectations. Applications for the LRWD IW Training Grant are available by contacting the Business Services Coordinator.

---

**HOW CAN A BUSINESS DETERMINE IF IT'S PARENT COMPANY AND/OR SUBSIDIARIES HAVE RECEIVED A LRWD IW or A NCWORKS IW GRANT?**

---

The business should work with its Business Services Coordinator to determine this information.

---

**IS IT REQUIRED THAT THE APPLICANT USE THE APPLICATION FORM PROVIDED?**

---

Yes. The application is provided as a PDF fillable document. *All* information is to be provided *within* the form. The space will expand to accommodate the information. Please do **not** include trainer's resumes or other excess information. Also, a trainer's qualifications, course descriptions and objectives should be summarized within the form.

---

**IS AN AUTHORIZED ELECTRONIC SIGNATURE ACCEPTABLE?**

---

Yes. All sections requiring a signature must have an authorized signature. An electronic or original signature of an authorized individual is acceptable.

---

**WHAT TECHNICAL ASSISTANCE IS AVAILABLE TO ASSIST THE BUSINESS?**

---

Businesses and vendors should contact the Business Services Coordinator for technical assistance throughout the process.

---

**WHEN CAN A BUSINESS APPLY FOR AN NCWORKS IW TRAINING GRANT?**

---

Businesses and vendors should contact the LRWD before beginning the application process. The schedule for the LRWD IWT will be determined by the availability of funding and the program year schedule.

---

## **HOW WILL FUNDING DECISIONS BE MADE?**

---

The LRWD Staff will review the application for viability and make funding recommendations based on the LRWD IW criteria. The number of awards approved per program year is based on funding availability and the number of eligible applications as determined by LRWD.

---

## **HOW WILL I KNOW IF MY BUSINESS' APPLICATION IS APPROVED?**

---

The LRWD will notify the business of action taken on its application. The LRWD will begin the process of developing a contract between it and the successful applicant, to be executed within 30 days of the date of the Notice of Funds Availability cover letter from the LRWD. The contract will set forth all processes and expectations for administering, implementing, and completing the training. If the contract is not executed within the aforementioned 30-day time frame, the grant award becomes null and void and the business will have to re-apply in a future round. Each project will be monitored and evaluated by the LRWD Staff, with outcomes reported to the LRWD Board.

---

## **HOW LONG DOES A BUSINESS HAVE TO CONDUCT THE TRAINING?**

---

It is recommended that training be completed within the program year the funding was awarded. Businesses will have six (6) months to complete training, which may extend into a new program year.

---

## **CAN THE CONTRACT BE EXTENDED?**

---

A business is expected to carefully assess its training needs so that it will apply only for the funds needed for training that addresses its employees' skills gaps, and can be completed within the program year funding was awarded. Under **extenuating circumstances**, a request can be made by the business to the LRWD Staff to extend the date of a contract. The request will be presented to the LRWD Board by the LRWD staff and the final decision will reside with the LRWD Board. In any event, no extension will exceed 30 days past the end date of the original contract.

---

## **ONCE THE BUSINESS HAS BEEN AWARDED A LRWD IW GRANT, CAN IT CHANGE THE TYPE(S) OF TRAINING OR USE OF FUNDS APPROVED IN THE GRANT?**

---

The LRWD IW Training Grant is a competitive training grant and each application is evaluated against eligibility criteria. If there is an extenuating circumstance that leads to a need to request a change to the approved training, the business must contact the Business Services Coordinator to discuss the best alternatives. Training changes cannot create a new application and must continue to address the trainees' originally identified skills gaps, be completed within the original program year timeframe, and meet the LRWD IW criteria. The Business Services Coordinator will evaluate each request on a case-by-case basis, and consult with the LRWD Board and Director for a final decision.

## **WHAT INFORMATION IS A BUSINESS REQUIRED TO SUPPLY TO THE LWDB ON THE EMPLOYEES TO BE TRAINED?**

---

The Business Services Coordinator will discuss with the business the employee information required on the trainees. Federal requirements mandate funded businesses provide, at a minimum, the following data for each training participant:

- ☐ Social Security Number
- ☐ Complete Name and Contact Information
- ☐ Gender
- ☐ Date of Birth
- ☐ Citizenship (Right-to-Work Status)
- ☐ Selective Service Compliance
- ☐ Person with Disability
- ☐ Ethnicity and Race

It is possible that more information may be needed. The business must also ensure that each trainee has an employer-employee relationship and an employment history of 6 months or more with the employer.

## **ARE ANY REPORTING REQUIREMENTS EXPECTED OF THE BUSINESS?**

---

Yes. The Lumber River Workforce Development Board (LRWD) will advise and discuss the reporting requirements for the grant award, to include content, time frame and other matters. A final report on the training is due no later than thirty (30) days from the *end of the training*. It will be forwarded to the LRWD Board by the Business Services Coordinator.

---

## ATTACHMENT A

---

### **Reimbursable /Non-Reimbursable Training Costs**

The following is a listing of reimbursable and non-reimbursable training costs for the LRWD IW Training Grant:

#### **Allowable Training Costs:**

1. Training / Course registration
2. Training that results in participants obtaining an industry-recognized certification or credential to include training preparation for certification exams. Funding must be requested for both the training and the certification exam and completed within the six (6) month contract
3. Web-based online training
4. Employee skills assessment that results in primary training funded through the grant
5. Textbooks / manuals used 100% for the training activities
6. Travel for trainers-if the requested training is not available within reasonable proximity to the business

#### **Non-Allowable Training Costs:**

1. Employee related costs such as wages, fringe benefits, travel
2. Process improvement or quality-related training
3. Training-related costs incurred prior to the beginning date of the contract with the LWDB or after the contract ends.
4. Training that the company or an entity on the company's behalf already provides to its employees.
5. Training that a company is mandated to provide on a regular basis to its employees by federal, state, or local laws
6. Continuing Education Units (CEUs) and other training that is specifically required for an employee or entity to maintain licensure, certification or accreditation
7. Courses that are part of a trainee's pursuit of an educational degree
8. Employment or training in sectarian activities
9. Curriculum design and/or training program development
10. Trainers employed by any business whose employees are being trained to include parent company employees
11. Purchase of employee assessment systems or systems usage licenses (example: site licenses)
12. Company website design and development, website hosting, and maintenance, software or hardware upgrades, advice on computer selection for purchase and upgrade
13. Third party compensation or fees not directly related to the provision of the requested training
14. Any costs that would normally be considered allowable, but for which there is no request/cost for training related to the item(s) within the application
15. Capital improvements, purchase of real estate, to include the construction or renovation of facilities or buildings, and capital equipment or other durable (long lasting and/or reusable) training materials
16. Business relocation or other similar/related expenses
17. Travel outside of contiguous United States or costs associated with bringing a trainer into the country
18. General office supplies and non-personnel services costs (example: postage and photocopying)
18. Membership fees/dues
19. Food, beverage, entertainment, and/or celebration related expenses
20. Job/position profiling
21. Publicity/public relations costs
22. Costs associated with conferences



# Lumber River Workforce Development Board

Lumber River Area (LOCAL)  
Incumbent Worker Training Grant

## **APPLICATION**



An Equal Opportunity/Affirmative Action Employer/Program.

**Program Year**

**July 1, 2018 to June 30, 2019**

# LRWDB Incumbent Worker Training Grant Application

For an application to be considered, all requested and applicable information must be provided.

## **SECTION I. BUSINESS INFORMATION**

The sections of the application are to be completed by the Applicant. Please complete within the form; the space will expand.

### **A. Applicant Information**

Business Name:			
Street/Mailing Address:			
City/State:		Zip:	County:
Company Contact Person:		Title:	
Phone:	Ext:	Fax:	
E-Mail Address:		Company Web-site:	
Description of Business Product(s) or Service(s):			
Years in business at training location:	Total number of paid employees at this location:	Total number of paid employees throughout NC:	NAICS Code:
Legal Structure of Business:	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation (Designation) _____
Tax Status of Business:	<input type="checkbox"/> For-profit	<input type="checkbox"/> Not-for-profit (Designation) _____	Other: _____
Employer's Federal ID #:		Unemployment Insurance ID #:	

B. Parent Company

Is your company a subsidiary of another company or affiliated with a parent company? \_\_\_\_\_ Yes \_\_\_\_\_ No

If “Yes,” please provide the following information about the corporate office/parent company, if different from above, or indicate „SAME.”

Parent Company Name:		
Street/Mailing Address:		
City/State:	Zip:	County:
Authorized Representative:		Title:
Phone:	Ext:	Fax:
E-Mail Address:		Company Website:

C. Business Status Checklist

- Has the company been in operation in the State of North Carolina during the entire twelve-month period immediately preceding the state's submission deadline? \_\_\_\_\_ Yes \_\_\_\_\_ No
- Is your company current on all North Carolina state taxes? \_\_\_\_\_ Yes \_\_\_\_\_ No
- Is your company current on all federal taxes? \_\_\_\_\_ Yes \_\_\_\_\_ No
- Is your company current on all county, city and local taxes? \_\_\_\_\_ Yes \_\_\_\_\_ No
- Is your company subject to a collective bargaining agreement? \_\_\_\_\_ Yes \_\_\_\_\_ No  
(If “Yes,” please attach a letter of endorsement from the authorized union official)

**SECTION II. AVAILABILITY AND/OR USE OF OTHER FUNDS**

In addition to the NCWorks IW, the North Carolina Community College System provides funds through the Customized Training Program. Introduced in 2008, the Customized Training Program is an integration of two prior programs: The New and Expanding Industry Program (NEIT) and the Focused Industrial Training Program (FIT). To maximize resources, the business must demonstrate that it is not eligible for, or has exhausted efforts to secure, funding through this or other existing programs (examples: agreement on an acceptable training schedule timeline; availability of funds to meet training timeframe).

- A. Please describe the results of your communication with a local community college or publicly-funded college or university concerning the availability of resources through: 1) The Customized Training Program, and/or 2) other potential training resources that could fund the training described herein.

Contact: \_\_\_\_\_

Institution: \_\_\_\_\_

Outcome of discussion: \_\_\_\_\_

**NOTE:** If more than one contact was made, supply the same information for each contact.

- B. Are any of the training components described in this application available from any publicly-funded community college or university? Yes\_\_\_\_\_ No \_\_\_\_\_
- C. Has your company previously received any training grants, such as the Customized Training Program, New and Expanding Industry Training or Focused Industrial Training or other training grants from any government sources? Yes\_\_\_\_\_ No \_\_\_\_\_

If YES, please provide the following information about each grant received:

Funding Source:	Amount of Award:	Dates of Grant Period:
Types of training provided:		
Have the terms and agreements of the training been completed? Yes No (If no, explain.)		
Summary of the outcome(s) from the training:		
Explain the relationship, if any, to the training described in this application:		

Funding Source:	Amount of Award:	Dates of Grant Period:
Types of training provided:		
Have the terms and agreements of the training been completed? Yes No (If no, explain.)		
Summary of the outcome(s) from the training:		
Explain the relationship, if any, to the training described in this application:		

- D. Has your company previously received a NCWorks IW or Lumber River IW Training Grant(s)?  
 \_\_\_\_\_ Yes \_\_\_\_\_ No

If YES, please provide the following information about each grant received:

Local Workforce Development Board:		
Amount of Award:	Dates of Grant Period:	
Types of training provided:		
Have the terms and agreements of the training been completed? Yes No (If no, explain.)		
Summary of the outcome(s) from the training:		
Explain the relationship, if any, to the training described in this application:		

Local Workforce Development Board:		
Amount of Award:	Dates of Grant Period:	
Types of training provided:		
Have the terms and agreements of the training been completed? Yes No (If no, explain.)		
Summary of the outcome(s) from the training:		
Explain the relationship, if any, to the training described in this application:		

### SECTION III. TRAINING PLAN

#### A. Training Summary

Anticipated Project Start Date: \_\_\_\_\_

Project Length: \_\_\_\_\_ (to be no longer than 6 months from date of contract)

Amount of Funds Requested: \_\_\_\_\_

Number of Employees who will attend **only** an orientation/introduction of the training: \_\_\_\_\_  
(Do not count this number in the “Number of Employees to be trained”)

**Number of Employees to be trained** (Count each **one** time): \_\_\_\_\_

#### B. Collaborative Grant

If this is a Collaborative Grant, please provide the following for each company, including the lead applicant:

Company Name:	Number to be Trained (unique count):

If the application is for a collaborative grant, all of the companies included in the grant, but not the lead applicant, are to complete Attachment D and each company should be included on the Application Overview.

#### B. Training Components

See Attachment A for the Training Component Template. The form can be replicated as many times as necessary to include all Training Components requested for funding.

#### C. Incumbent Worker Defined

An incumbent worker is:

- A paid employee of the applicant business, or a person working for a business as a staffing agency employee;
- At least 18 years of age;
- A citizen of the United States or a non-citizen whose status permits employment in the United States; and
- An employee to be trained that works at a facility located in North Carolina or working for a staffing agency and placed at a North Carolina facility.

Are all employees to be trained an eligible Incumbent Worker as described above?      Yes        No  

#### D. Project Abstract

Please provide the following information on Attachment B:

1. Background information on the company;
2. Overview of the training (not to exceed ½ page) and information to support the request and need for training;
3. Description of how the requested training will address employees’ skill gaps and impact company stability; and
4. Reason for requesting financial assistance to conduct the training.

## SECTION IV. BUDGET

- A. The applicant is encouraged to apply only for the amount of funds needed to meet its immediate training needs. The project budget should clearly support and relate to the training plan and itemize how the award will be used. **The amount under the “Grant Funds Requested” column below should equal the total of the amounts shown under “Component Cost Charged to Grant” for all Training Components listed in Section III C. Training Components, Attachment A.** All proposed expenses must be allowable, reasonable and necessary (see Attachment C). Please provide the required information on this budget form, rather than submitting attachments.

The applicant is encouraged to place a monetary value on the contributions that will be made to this training request, if funded. These contributions may be in-kind, cash, etc. A column has been provided for this information.

**NOTE:** Shaded areas represent expenses not eligible to be funded through the IWT. See Attachment C for additional information on allowable costs.

Category	Grant Funds Requested	Employer Contribution (in-kind, cash, etc., expressed in \$)	Explanation and Detail  Please place a “G” after all explanation of costs to be paid by the NCWorks IW funds and <b>Itemize the cost of each Training Component.</b>
Training/Course Registration			
Manuals/Textbooks (itemize)			
Training Certifications, Certificates, Credentials, Licenses			(Specify number and type)
Materials and Supplies			

<b>Category</b>	<b>Grant Funds Requested</b>	<b>Employer Contribution (in-kind, cash, etc., expressed in \$)</b>	<b>Explanation and Detail</b>
Training equipment purchase (can be employer contribution)			
On-site facility usage (can be employer contribution)			
Employees' travel, food, lodging (can be employer contribution)			
Employees' wages (can be employer contribution)			
<b>Total Funds</b> (Both Grant and EC)	\$	\$	TOTAL TRAINING INVESTMENT (Grant + EC): \$

The Lumber River Workforce Development Board and the NC Division of Workforce Solutions reserve the right to remove or adjust any part of the budget prior to grant approval.

## SECTION V. AUTHORIZATION AND CERTIFICATION

As authorized representative of the Business submitting this application, I hereby certify that:

- I have read the LRWDB Incumbent Worker Training Grant Guidelines and coordinated this application with the Local Workforce Development Board;
- The Business meets the requirements and is eligible to submit this application;
- The information contained in this application is true and accurate and reflects the intentions of the LRWDB Incumbent Worker Training Grant;
- I am aware that any false information, intentional omissions, or misrepresentations may result in rejection of the application and possible disqualification for future funding;
- I am aware that any false information, intentional omissions, or misrepresentations may subject the Business to civil or criminal penalties;
- I understand that training materials purchased with funds awarded under this project will be in the public domain and will be available for use by other eligible entities at no costs;
- The Business agrees to adhere to all reporting requirements; and to respond to a Customer Satisfaction Survey(s), if asked; and
- The Business agrees to provide all requested data elements as required for federal reporting.

Further, this business shall not discriminate against any employee, applicant for employment, applicant or Workforce Investment Act participant, subcontractor or potential beneficiaries of employment and training programs or projects because of race, color, disability, religion, age, sex, national origin, political affiliation or belief.

---

Print Name

---

Title

---

Signature

---

Date



**ATTACHMENT A**  
**TRAINING COMPONENT # \_\_\_\_\_**

<b>Course Title:</b>		
Course Description and Objectives:		
Training Schedule (# hours of training):		Estimated Training Dates:
Number of Trainees for Component:		
Training Location:		
Component Cost:	Component Cost Charged to Grant:	
<b>Please provide information for the training provider.</b>		
Name of Training Provider:		
Name of Training Provider Contact:		Phone:
Address:		
City:	State:	Zip:
E-Mail Address:		
<b>Provide the following information for <u>each</u> Instructor of this Component.</b>		
Name of Trainer/Instructor:		
Qualifications of Trainer/Instructor to Teach Component:		
Please provide the information requested in questions 1-3.		
1.	Identify the skills gaps of the employees to be trained.	
2.	<p>Explain how the training will address the identified skills <u>and</u> impact the company's stability by either:</p> <ul style="list-style-type: none"> <li>• Helping employees retain a job with changing skill requirements;</li> </ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"> <li>• Helping employees retain employment by upgrading skills that qualify them for a different job with their employer.</li> </ul>	
3.	How will this training component impact the employees' opportunity for advancement in the company and/or wage increases?	

**NOTE:** This template is to be replicated for each Training Component. Duplicate information in additional components that appears in a prior component may be noted as "Same as Component #\_\_\_\_" in the appropriate subsection.

**ATTACHMENT B**  
**PROJECT ABSTRACT**

**SECTION VI.**

Please provide the following information, not to exceed three (3) pages:

1. Background information on the company;
2. Overview of the training (not to exceed ½ page) and information to support the request and need for training;
3. Description of how the requested training will address employees' skill gaps and impact company stability; and
4. Reason for requesting financial assistance to conduct the training.

## ATTACHMENT C

### Reimbursable / Non-Reimbursable Training Costs

The following is a listing of reimbursable and non-reimbursable training costs for the LRWDB IW Training Grant:

#### **Allowable Training Costs:**

1. Training / Course registration
2. Training that result in participants obtaining an industry-recognized certification or credential to include training preparation for certification exams. Funding must be requested for both the training and the certification exam and completed within the six (6) month contract
3. Web-based online training
4. Employee skills assessment that results in primary training funded through the grant
5. Textbooks / manuals used 100% for the training activities
6. Materials and supplies directly related to the funded training
7. Travel for trainers-if the requested training is not available within reasonable proximity to the business

#### **Non-Allowable Training Costs:**

1. Employee related costs such as wages, fringe benefits, travel
2. Process improvement or quality-related training
3. Training-related costs incurred prior to the beginning date of the contract with the LWDB or after the contract ends.
4. Training that employees are already provided, either by the company or on the company's behalf
5. Training that a company is mandated to provide on a regular basis to its employees by federal, state, or local laws
6. Continuing Education Units (CEUs) and other training that is specifically required for an employee or entity to maintain licensure, certification or accreditation
7. Courses that are part of a trainee's pursuit of an educational degree
8. Employment or training in sectarian activities
9. Curriculum design and/or training program development
10. Trainers employed by any business whose employees are being trained to include parent company employees
11. Purchase of employee assessment systems or systems usage licenses (example: site licenses)
12. Company website design and development, website hosting, and maintenance, software or hardware upgrades, advice on computer selection for purchase and upgrade
13. Third party compensation or fees not directly related to the provision of the requested training
14. All costs that would normally be considered allowable, but for which there is no request/cost for training related to the item(s) within the application
15. Capital improvements, purchase of real estate, to include the construction or renovation of facilities or buildings, and capital equipment or other durable (long lasting and/or reusable) training materials
16. Business relocation or other similar/related expenses
17. Travel outside of contiguous United States or costs associated with bringing a trainer into the country
18. General office supplies and non-personnel services costs (example: postage and photocopying)
19. Membership fees/dues
20. Food, beverage, entertainment, and/or celebration related expenses
21. Job/position profiling
22. Publicity/public relations costs
23. Costs associated with conferences

**ATTACHMENT D**  
**MULTIPLE BUSINESS COLLABORATIVE FORM**

All of the companies included in the grant must complete Attachment D, but not the lead applicant, and each company must be included on the Application Overview.

This attachment(s) is to be included as part of the completed application.

**A. Applicant Information**

Business Name:					
Street/Mailing Address:					
City/State:			Zip:	County:	
Business Contact Person:			Title:		
Phone:		Ext:	Fax:		
E-Mail Address:			Company Website:		
Description of Business Product(s) or Service(s):					
Years in business at training location:	Total number of paid employees at this location:		Total number of paid employees throughout NC:	NAICS Code:	
	How many of these employees have an employer-employee relationship?				
Legal Structure of Business:	Sole Proprietor <input type="checkbox"/>		Partnership <input type="checkbox"/>	Corporation (Designation)	
Tax Status of Business:	For-profit <input type="checkbox"/>		<input type="checkbox"/> Not-for-profit (Designation) _____		Other:
Employer's Federal ID #:			Unemployment Insurance ID #:		
B. Is your company a subsidiary of another company or affiliated with a parent company?					Yes <input type="checkbox"/> No <input type="checkbox"/>

If YES, please provide the following information about the corporate office/parent company, if different from above, or indicate 'SAME.'

Parent Business Name:			
Street/Mailing Address:			
City:		State:	Zip: County:
Authorized Representative:		Title:	
Phone:		Ext:	Fax:
E-Mail Address:		Company Website:	

### C. Business Status Checklist

Has the company been in operation in the State of North Carolina during the entire twelve-month period immediately preceding the state's submission deadline date?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is your company current on all North Carolina state taxes?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is your company current on all federal taxes?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is your company current on all county, city, and local taxes?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does your company have an employer-employee relationship with all of the trainees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is your company subject to a collective bargaining agreement? (If "Yes," please attach a letter of endorsement for the training from the authorized union official)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

D. Has your company previously received a NCWorks Incumbent Worker Training Grant?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
---------------------------------	--------------------------------

If YES, please provide the following information about each grant received:

Local Workforce Development Board:	Amount of Award:	Dates of Grant Period:
Types of training provided:		
Have the terms and agreements of the training been completed? (If no, explain.)		
Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Summary of the outcome(s) from the training:		
Explain the relationship, if any, to the training described in this application:		

Local Workforce Development Board:	Amount of Award:	Dates of Grant Period:
Types of training provided:		
Have the terms and agreements of the training been completed? (If no, explain.)		
Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Summary of the outcome(s) from the training:		
Explain the relationship, if any, to the training described in this application:		

E. Has your company previously received a Local Incumbent Worker Training Grant?

☐
☐

If yes, please provide the following information about each grant received:

Yes

No

Local Workforce Development Board	Amount of Award:	Dates of Grant Period:
Types of training provided:		
Have the terms and agreements of the training been completed? (If no, explain.)		
Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Summary of the outcome(s) from the training:		
Explain the relationship, if any, to the training described in this application:		

F. Explain how the training will address the identified skills gaps, improve employee retention, impact company stability, and increase the competitiveness of the employee and employer by either:

☐ Upgrading their skills and knowledge to retain their current job,

or

☐ Gaining new skills and knowledge so they qualify for a different job with their employer.

--

## **AUTHORIZATION AND CERTIFICATION FOR ATTACHMENT D**

As authorized representative of the Collaborative Business submitting this application, I hereby certify that:

- I have read the Incumbent Workforce Development Training Program Guidelines and coordinated this application with the Local Workforce Development Board;
- The Business meets the requirements and is eligible to submit this application;
- The information contained in this application is true and accurate and reflects the intentions of the Incumbent Workforce Development Training Program;
- I am aware that any false information, intentional omissions, or misrepresentations may result in rejection of the application and possible disqualification for future funding;
- I am aware that any false information, intentional omissions, or misrepresentations may subject the Business to civil or criminal penalties;
- I understand that training materials purchased with funds awarded under this project will be in the public domain and will be available for use by other eligible entities at no costs;
- The Business agrees to adhere to all reporting requirements: and to respond to a Customer Satisfaction Survey(s), if asked; and
- The Business agrees to provide all requested data elements as required for federal reporting.

Further, this business shall not discriminate against any employee, applicant for employment, applicant or Workforce Innovation and Opportunity Act participant, subcontractor or potential beneficiaries of employment and training programs or projects because of race, color, disability, religion, age, sex, national origin, political affiliation or belief.

---

Print Name

---

Title

---

Authorized Signature  
(Collaborative Business Representative)

---

Date

**APPLICATION ASSESSMENT**  
**LUMBER RIVER WDB**  
**LOCAL AREA INCUMBENT WORKER TRAINING**  
**PROGRAM YEAR JULY 1, 2018 – JUNE 30, 2019**

**PURPOSE:** The purpose of this document is to provide a common assessment methodology for each application submitted for the Lumber River WD Incumbent Work Training Program (LRWDB IWT).

**INSTRUCTIONS:**

- 1) Complete **one form per application** received by the Lumber River WD Board (LRWDB). Each form will be used to assess the application for adherence to criteria and completeness.
- 2) The LRWDB is responsible for assessing the quality of the information and assuring that the information addresses and supports the eligibility criteria.

There are **two** types of review required.

**A. Criteria Eligibility** – noted by —CII in front of the appropriate questions

- A “**NO**” on a criteria question indicates that the application is not viable for the LRWDB IWT, with the possible exception of the training component assessments.
- A “**NO**” on a training component criteria question indicates that the specific training component is not eligible for funding.
- The LRWDB is encouraged to work with a business in revising the application if it deems that the business has misunderstood, skipped or inaccurately answered criteria questions, if time and conditions allow.

**B. Quality Review** – noted by —QII in front of the appropriate questions

- Incomplete applications are not eligible
- The LRWDB has two options for incomplete applications
  - Work with the business to complete the application, or
  - Defer the business to the next program year.



# LRWDB INCUMBENT WORKER TRAINING

## Application Assessment For PY 2018/19

Local Workforce Development Board (LWDB) Lumber River

Program Year and Date: July 2018 to June 30, 2019

Amount Requested \_\_\_\_\_

Assessed by \_\_\_\_\_ Date \_\_\_\_\_

**Complete one form for each application submitted.**

Section I. Business Information				
<b>A. Applicant Information</b>  Q--Have all fields been completed?  C—Does the company have 5 or more employees? (Note: Companies funded during PY 2013 with less than 5 employees are grandfathered in. – Answer Yes if that applies.)			<input type="checkbox"/> Yes  <input type="checkbox"/> Yes	<input type="checkbox"/> No  <input type="checkbox"/> No
<b>B. Parent Company Information</b>  Q--Is the company a subsidiary of another company or affiliated with a parent company?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Comments</b>	
Q--If Yes, has the company provided all information about the parent company?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Comments-NA</b>	
<b>C. Business Status Checklist:</b> C--Has the company been in operation in North Carolina during the entire 12 months preceding the State's submission deadline.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Comments</b>	
C--Is the company current on all North Carolina state, federal, county, city, and local taxes?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Comments</b>	
C--Is the business subject to collective bargaining? Q--If Yes, is a letter of endorsement included?	Yes  Yes	No  No	<b>Comments</b>	
<p style="text-align: center;">Refer to the answers above and the Business Guidelines, especially -Who is eligible to apply  , -What is a not-for-profit business?   and -Who is not eligible to apply?  </p> <p style="text-align: center;">Does the company meet <b>ALL</b> eligibility criteria?</p> <p style="text-align: center;">Yes                  No</p> <p style="text-align: center;">If NO, the application is not eligible for funding.</p>				

## Section II. Availability And / Or Use Of Other Funds

<b>A.</b> C--Does the application support the required communication with the local community college and/or a publicly-funded college or university, demonstrating that it is not eligible for or has exhausted efforts to secure funding and/or training?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Comments</b>
<b>B.</b> Q--Is the training requested in this application available from any publicly-funded community college or university?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Comments</b>
<b>C.</b> Q--Has the applicant previously received funding from the Customized Training Program, New and Expanding Industry Training or Focused Industrial Training, or other training grants?  1. C--If yes, has the applicant provided complete information pertaining to the Funding Source, Award Amount, Dates of Grant Period, terms of the Grant, outcomes, and the relationship to the training requested in this application?	<input type="checkbox"/> Yes   <input type="checkbox"/> Yes	<input type="checkbox"/> No   <input type="checkbox"/> No	<b>Comments</b>
<b>D.</b> Q--Has the applicant previously received any NC Works Incumbent Worker Training Grant funding?  1. C--If yes, has the applicant completed the information indicating the Board Name, Amount of Award, Dates of the Grant, types of training that were provided, terms of the Grant, outcomes, and the relationship to the training received and the relevance to training requested in this application?	<input type="checkbox"/> Yes   <input type="checkbox"/> Yes	<input type="checkbox"/> No   <input type="checkbox"/> No	<b>Comments</b>
Does the information provided meet <b>ALL</b> eligibility criteria in this section? <div style="display: flex; justify-content: center; gap: 20px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p style="margin-top: 10px;">If NO, the application is not eligible for funding.</p>			

### Section III. Training Plan

#### A. Training Summary

Does the application:

1. Q--Provide all Information? ☐ Yes ☐ No
2. C--Indicate that the project will occur after the beginning date of the contract with the LRWDB, and before the contract ends? ☐ Yes ☐ No
3. C--Signify that the training will be completed within 6 months? ☐ Yes ☐ No
4. C--Reflect the number of employees to be trained to be less than or equal to the number of paid employees? ☐ Yes ☐ No

#### B. Collaborative Grant

Q--Is this a Collaborative Grant Application? ☐ Yes ☐ No

(If yes, Attachment D of the application and Attachment B of the Application Assessment must be completed for each non-lead participating business.

1. C--If Yes, have the names of all the companies and the number to be trained (unique count) been provided? ☐ Yes ☐ No

#### C. Training Components – Fill out one assessment for each Training Component. See Attachment A.

##### D. Incumbent Worker is defined as:

- A paid employee of the applicant business, or a person working for the business as a staffing agency employee;
- At least 18 years of age;
- A citizen of the United States or a non-citizen whose status permits employment in the United States; and
- An employee to be trained that works at a facility located in North Carolina or working for a staffing agency and placed at a North Carolina facility.

C--Has the applicant confirmed that all employees to be trained meet the definition of an Incumbent Worker as described above?

☐ Yes

☐ No

##### E. Project Abstract

C--Has the applicant supplied a Project Abstract?

☐ Yes

☐ No

C--Does it provide background information on the company, and an overview of the training that is requested?

☐ Yes

☐ No

C--Does the abstract describe how the requested training will address employees' skill gaps and impact company stability?

☐ Yes

☐ No

C--Is the rationale justifiable for requesting financial assistance for this training?

☐ Yes

☐ No

Does the information provided meet **ALL** eligibility criteria in this section?

☐

☐

Yes No

If NO, the application is not eligible for funding.

#### Section IV. Budget

C--Does the amount listed in the -Grant Funds RequestedII column equal the total of the amounts shown under the -Component Cost Charged to GrantIII found in each of the training components?

☐ Yes

☐ No

C--Have funds been requested for training/course registration?

**\*\*Note\*\* This is a training grant and no other expenses can be considered without this grant expense.**

☐ Yes

☐ No

C--If funds are requested for certifications, certificates, and licenses, is it a direct result of the training requested?

☐ Yes

☐ No

C--Are all other grant-related expenses directly related to the requested training?

☐ Yes

☐ No

C--Are all granted-requested cost reasonable and allowable? (See pg. 11 – non-eligible cost)

☐ Yes

☐ No

C--Is the requested funding within the criteria limits (less than, or equal to: \$15,000 per grant and the business' lifetime limit)?

☐ Yes

☐ No

Does the application meet **ALL** eligibility criteria in this section?

☐

☐

Yes

No

If NO, the application is not eligible for funding.

#### Section V. Authorization and Certification

**C--By way of a signature, has a company-authorized representative certified the information provided within the application?**

☐ Yes ☐ No

If NO, the application is not eligible for funding.

**ATTACHMENT A**  
**Training Component # \_\_\_\_\_**  
**Complete One Sheet Per Training Component**

C--Is there a course title and course description and objectives for the training component?  
☐ Yes ☐ No

C--Has the applicant provided the training schedule and the estimated training dates?  
☐ Yes ☐ No

C--Has the applicant provided the number of trainees and training location?  
☐ Yes ☐ No

C--Does the application state the cost of the component and what portion of the cost will be charged to the grant?  
☐ Yes ☐ No

**\*\*Note\*\* The "Component Cost Charged to the Grant" should capture all cost to be charged to the grant.**

C--Has the applicant named the Training Provider, Training Provider Contact with contact information to include address, phone number, and email address?  
☐ Yes ☐ No

C --Does the application provide the name of the trainer / instructor that will teach the training component and state her / his qualifications?  
☐ Yes ☐ No

C--Do the qualifications support the selection of the instructor for delivering the training?  
☐ Yes ☐ No

**Questions 1-3**

1. C--Does the application identify the skills gaps of the employees to be trained?  
☐ Yes ☐ No

2. C--Does the application explain how the training will address those skill gaps by either:

☐ Yes Helping employees retain a job with changing skill requirement;

**OR**

☐ Yes Helping employees retain employment by upgrading skills that qualify them for a different job with their employer.

3. C--Does the application describe how this training will impact the employees' opportunities for advancement in the company and / or wage increases?  
☐ Yes ☐ No

**Review the Allowable / Non-Allowable Costs for LRWDB IWT funding (Attachment A in the LRWDB IWT Guidelines or Attachment C of the LRWDB IWT Application).**

C--Is this Training Component allowable for reimbursement?  
☐ Yes ☐ No

**If no**, the Training Component is not eligible for funding. If this is the only Training Component submitted, the application is not viable.

Does this training component meet **ALL** the eligibility criteria in this section?  
☐ Yes ☐ No

**If NO**, the Training Component is not eligible for funding. If this is the only Training Component submitted, the application is not viable.

## ATTACHMENT B

### LRWDB Incumbent Worker Training Grant Collaborative Application Assessment For PY 20 \_\_\_\_\_

Complete **ONE** Collaborative Application Assessment for **each business** included in the application that is not the lead applicant.

This form correlates with Attachment D of the Application.

Section I. Business Information			
<b>A. Applicant Information</b>  Q--Have all fields been completed?  C--Does the company have 5 or more employees? (Note: Companies funded during PY 2013 with less than 5 employees are grandfathered in. – Answer Yes if that applies.)	<input type="checkbox"/> Yes  <input type="checkbox"/> Yes	<input type="checkbox"/> No  <input type="checkbox"/> No	
<b>B. Parent Information</b>  Q--Is the company a subsidiary of another company or affiliated with a parent company?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Comments</b>
Q--If Yes, has the company provided all information about the corporation / parent company?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Comments</b>
<b>C. Business Status Checklist:</b>  C--Has the company been in operation in North Carolina during the entire 12 months preceding the date of the application?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Comments</b>
C--Is the company current on all North Carolina state taxes, federal taxes, county, city, and local taxes?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Comments</b>
C--Is the business subject to collective bargaining, and if so, is a letter of endorsement included? Q--If Yes, is a letter of endorsement included?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Comments</b>

<p><b>D.</b> Q--Has the applicant previously received any Incumbent Workforce Development Training Grant funding?</p> <p>Q--If so, has the applicant completed the information indicating the Board Name, Amount of Award, Dates of the Grant, types of training that were provided, terms of the Grant, outcomes, and the relationship to the training received and the relevance to training requested in this application?</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> Yes	<input type="checkbox"/> No  <input type="checkbox"/> No	<p><b>Comments</b></p>
---	--	--	------------------------

**E.** Has the collaborative business provided the following:

1. C-Identified the skills gaps of its employees to be trained?  
☐Yes ☐No

2. C-Explained how the training will address those skill gaps by:

☐Yes Helping employees retain a job with changing skill requirements?  
**OR**  
☐Yes Helping employees retain employment by upgrading skills that qualify them for a different job with their employer.

### Collaborative Business (Non-Lead) Authorization and Certification

**C--By way of a signature, has a company-authorized representative certified the information provided within Attachment D for its business?**

☐ Yes ☐ No

If NO, this business is not eligible to participate in this collaborative application.

Refer to the answers above and the Business Guidelines, especially -Who is eligible to apply?, -What is a not-for-profit business?, -Who is not eligible to apply? and -Can a business apply for a grant that will serve different, multiple businesses with common training needs?.

Does the company meet ALL eligibility criteria?

☐ Yes ☐ No

If NO, this business is not eligible to participate in this collaborative application.

## CONTRACT FOR SERVICES

The Lumber River Council of Governments (hereinafter referred to as the "COG"), designee of the Governor of North Carolina as the grant recipient and the entity to administer the Workforce Innovation and Opportunities Act (WIOA) Plan for the Lumber River Job Training Consortium (hereinafter referred to as the "Local Area") under the Workforce Innovation and Opportunities Act Program and \_\_\_\_\_, (hereinafter referred to as the "Contractor"), agree to the following terms.

### **PART I PURPOSE, PROHIBITION, PERIOD AND CONSIDERATION**

1.1.1 **PURPOSE.** The COG agrees to engage the Contractor and the Contractor agrees to perform the services set forth herein in connection with activities to be funded and operated under the Workforce Innovation and Opportunities Act, signed into Law July 22, 2014 and the Lumber River Job Training Consortium Workforce Investment Act Plan and Local Area Policies and Issuances approved by the Lumber River Workforce Development Board, the Chief Elected Official for the Lumber River Workforce Development Consortium.

#### **1.2. PROHIBITION OF FUNDS.**

1.2.1 No funds described in Section 129 or 134(a) of the Workforce Innovation and Opportunities Act can be used to develop or implement education curricula for school systems in the state.

1.2.2 No funds available under the afore mentioned shall be used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities that are not directly related to training for eligible individuals under this title. No funds available under subtitle B shall be used for foreign travel. Section 181(e).

1.2.3 Funds provided under Title I Workforce Innovation and Opportunities Act shall only be used for activities/services that are in addition to those that would otherwise be available in the local area in the absence of such funds. Section 195(2).

1.2.4 No person or organization may charge an individual a fee for the placement or referral of the individual in or to a workforce investment activity under WIOA Title I. Section 195(5).

1.2.5 Per Section 181(b)(2)(3), funds are prohibited from causing displacement of current workers, the impairment of existing contracts for services or collective bargaining agreements, the replacement of laid-off workers and the infringement on promotional opportunities of current workers.



12.6 Per Section 181(b)(7), funds are not to be used to assist, promote or deter union organizing.

12.7 Per Section 181(d)(1)(2), funds are prohibited to encourage or induce relocation of businesses. In addition, funds are prohibited for the use of customized or skill training and related activities after the relocation of a business until after 120 days.

12.8 Per Section 181(f), Testing and Sanctioning for the use of controlled substances, a state shall not be prohibited by the Federal Government from (a) testing participants in programs under subtitle B for the use of controlled substances; and (b) sanctioning such participants who test positive for the use of such controlled substances. In testing and sanctioning of participants for the use of controlled substances in accordance with this subsection, the only Federal funds that a state may use are the amounts made available for the administration of statewide workforce investment activities under section 134(a)(3)(b).

12.9 Per Section 195(b), funds are not to be used to provide financial assistance to any program that involves political activities.

1.3.1 **PERIOD OF SERVICES.** The services of the Contractor are to commence on \_\_\_\_\_, and shall be undertaken in such a manner as to assure their completion, with the exception of close-out procedures, by \_\_\_\_\_. For the purpose of the statute of limitations, and in recognition of the fact that close-out procedures, audit, audit resolution and collection of disallowed costs will occur after the services period, this Contract shall not be considered completed until final action on disallowed costs by the United States Department of Labor has been taken and the time for appeal of disallowed costs has expired.

1.3.2 The Lumber River Council of Governments reserves the right to extend this contract for up to two additional years from contract award contingent upon satisfactory performance of contractor and availability of funds, if applicable.

1.3.4 Even though the signatures may be subsequent to the effective date of the contract, expenditures are allowable with the effective date of the contract.

1.4.1 **CONSIDERATION.** The COG agrees, subject to availability of federal funds as obligated under the above referenced agreement and subject to the conditions set forth herein, to pay the Contractor for allowable costs properly incurred in performing services under this Contract, but in no event will the total payments exceed the sum of \_\_\_\_\_ as follows:

**WIOA Fund - 4020 Adult                      CFDA# 17.258                      -                      \$**


## PART II

### INCORPORATED DOCUMENTS AND DEFINITIONS

21. **Documents Applicable to Contract.** The following documents are hereby made a part of this Contract by reference, and compliance with the applicable provisions of the documents is a condition of this Contract: The Act and the regulations promulgated thereunder; other applicable federal laws, regulations, orders, circulars and issuances; applicable state laws, regulations, instructions and issuances; the Contractor's Proposal and attachments, the Assurances and Certifications incorporated by attachment.

22. **Definitions Incorporated in the Contract.** All definitions included in the Act and the regulations promulgated under the Act, in other applicable federal statutes, regulations, circulars and directives and in applicable sections of the North Carolina General Statutes and the North Carolina Administrative Code are incorporated herein by reference, whether defined at the time of this agreement or at any time during the period of this agreement.

23. **Special Definitions.** Whenever the Act or the regulations promulgated thereunder permit or require the Governor or State to define certain words or phrases, or whenever the COG determines that a definition is necessary, the COG may define such words or phrases by issuance, rule, directive, bulletin or instruction, and such definitions shall be incorporated herein by reference.

24. **Changes in Incorporated Documents and Definitions.** The parties are bound by changes in federal and state law that occur subsequent to this Contract, provided that such changes, except for permissible retroactive provisions, are incorporated only as of their effective dates.

## PART III

### CONDITIONS

31. **Scope of Services.** The Contractor shall perform in a manner satisfactory to the COG and within Federal and state law, the services described in detail in the Contractor's "Statement of Work" and/or "Proposal" and any amendments thereto that have been approved in writing by the COG. The Contractor shall resolve any differences between services permitted under Federal law or under state law or policy and services described in the "Statement of Work" and/or "Proposal" in favor of services permitted under federal law or under state law or policy, whichever is more restrictive.

32. **Geographic Area.** The Contractor shall perform the services hereunder for the benefit of residents of the geographic area described in the "Statement of Work" and/or Proposal. Unless otherwise described in the "Statement of Work" and/or "Proposal" and permissible under federal and state law, the program activities shall take place in the same geographic area.

33. **Compliance with the Law; Waiver of Laws.** The Contractor shall comply with the terms of this Contract, including the provisions of documents included herein by reference. The State or COG may endeavor to assist the Contractor in applying federal and state statutory or regulatory requirements, but the Contractor shall not be entitled to rely on such assistance as constituting a waiver of any state statutory, regulatory or contractual agreement without a specific, signed waiver from the Director of the Division of Workforce Solutions. No waiver of federal statutory or regulatory requirements shall be effective without a waiver signed by an

authorized official at the United States Department of Labor and accepted by the United States Department of Labor or a court of last resort as effective; except that the Director of the Division of Workforce Solutions can waive, by the means described above, any federal statutory or regulatory requirement that may, by its terms, be waived by the Governor.

34. **Subcontracting.** If the Contractor intends to procure any of the services to be provided thereunder by subcontract, the Contractor must secure the prior written approval of the COG. All subcontract documents must reference this Contract, and all subcontractors must acknowledge that the COG, the State and the United States Department of Labor have all rights and powers as to the subcontractor that they have under this Contract and under law as to the Contractor. At a minimum, subcontracts must contain terms equivalent to those found herein at paragraph 3.6, 3.7.2, 3.7.5, 3.7.6, 3.8, 3.9.1. It is expressly understood that the delegation of any responsibility to a subcontractor shall not diminish the responsibility of the Contractor to assure compliance with this Contract and that the Contractor is liable to the COG for any costs of the subcontractor deemed unallowable. It is also expressly understood that the COG is not responsible for the obligations of the Contractor to its subcontractor(s).

**35. Budget, Invoicing, Payment and Closeout.**

35.1. Unless otherwise determined by the COG in its discretion, the COG will operate on a cost reimbursement system. The Contractor may elect to receive a one-time advance payment per program year to be used for initial start-up costs for that program year. In the event of an advance payment, the Contractor shall promptly refund to the COG all funds received in excess of actual needs to meet authorized costs. Contractor advances must be reconciled by fiscal/program year end either through deduction from contractor's request for reimbursement or by contractor refund.

35.2. The Contractor shall submit budgets, invoices and reports as required by the COG.

35.3. All costs incurred by the Contractor must be within budgeted amounts in the line item budget in the Statement of Work or in an approved amended budget.

35.4. Within fifteen days after (a) completion or termination of this Contract or (b) the expenditure of the maximum amount of funds provided hereunder, whichever comes first, the Contractor shall submit to the COG a signed close-out statement containing such information as required by the COG. The contractor releases the COG from any obligation to pay any claim for costs incurred under this Contract that is not submitted with the close-out statement. Within the fifteen-day close-out period, the Contractor will reimburse to the COG any funds that had been received in excess of actual expenditures and any funds expended in excess of allowable amounts in any budget line item.

35.5. The filing of a petition in bankruptcy of insolvency by or against the Contractor or the filing of any foreclosure action, eviction proceeding or litigation that could threaten the ability of the Contractor or its subcontractor(s) to perform the duties hereunder shall be reported immediately to the COG and may be cause for suspension of payments or conditional continuation of funding, including conditional designation of an alternate administering agency for the Contractor.

356. The Contractor shall not assign or transfer any interest in this Contract without the prior written approval of the COG.

357. In order to make corrections in the amount of payments, and in addition to all rights described in this contract, the COG may withhold reimbursement of costs or reduce advance payments on this Contract or other contracts between the COG and the Contractor. The COG may take recoupment actions and require repayment prior to exhaustion of appeal rights by the Contractor.

358. Funds generated by services funded under this Contract, except for OJT, are program income as is interest earned. Program income shall be calculated in a manner acceptable to the State and COG and in accordance with generally accepted accounting principles consistent with the current or reasonable accounting capabilities of the Contractor generating the program income, and program income shall be treated for all purposes as funds under this Contract. The Contractor is responsible for reporting program income as is required by the State and that adequate records to calculate program income are maintained. Program income may be retained only if such income is added to the funds committed to the particular contract under which it was earned and such income is used for allowable grant funded purposes and under the terms and conditions, including cost categories and limitations, applicable to the use of the contract funds. Program income shall be used prior to the submission of the final report for the funding period of the program year to which the earnings are attributable.

359. Neither budget approval nor advance payment of reimbursement of costs by the COG stops the COG, the State or the United States Department of Labor from later determining that the costs were unallowable.

### **3.6. Recordkeeping, Reporting, and Accounting.**

3.6.1. The Contractor shall use accounting and recordkeeping procedures that assure proper accounting of funds and permit accessibility and verification in monitoring, performance evaluation and audit and satisfy the requirements of 20 CFR 645.30. The Contractor shall comply with applicable directives from the COG regarding accounting, recordkeeping and audit procedures under this Contract and shall, in all respects, comply with the Office of Management and Budget Circular applicable to the Contractor's organizational structure, except as permitted by the COG.

3.6.2. The Contractor shall prepare and file with the COG on a timely basis such information and reports as the COG, the State or the United States Department of Labor may require. In addition, the Contractor shall immediately notify the COG, of all allegations of, information creating suspicions of or instances of criminal misconduct, fraud, or willful or gross misconduct in connection with the program or the administering agency. The COG will then forward a copy of any incident reports to the State.

3.6.3. All records maintained under this Contract shall be maintained for periods required by the federal regulations, but in no event less than three years from the completion date in Paragraph 1.2. of this Contract. Records for nonexpendable property shall be retained for a period of three years after final disposition of the property. Records regarding complaints and actions taken thereunder shall be maintained for a period of not less than three years from the date of resolution of the complaint. The COG, State, the United States Department of Labor and

their designees shall have access, for the purpose of review and copying, to all records of any type of the Contractor and its subcontractors with regard to funded activities.

### **3.7. Audit Requirements.**

3.7.1 The Contractor, if applicable, must ensure that activities funded are audited in accordance with the requirements set forth in the OMB Uniform Guidance Circular and will provide the COG with a copy of the most recent audit report within thirty days after the completion of the audit, but no later than nine months after the end of the audit period.

3.7.2 Non-Federal sub-recipients that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of the OMB Uniform Guidance Circular as revised December 26, 2014.

3.7.3 For-profit agencies (commercial organizations) which are sub-recipients and which expend \$750,000 or more in a year in Federal awards to operate WIOA Title I shall have either an organization-wide audit conducted in accordance with OMB Uniform Guidance Circular or a program specific financial and compliance audit. For-profit sub-recipient (commercial organizations) audits shall be either:

1. An independent financial and compliance audit of Federal awards that includes coverage of WIOA within its scope, and is conducted and prepared in accordance with generally accepted government auditing standards; or
2. An organization-wide audit that includes financial and compliance coverage of WIOA within its scope.

3.7.4 Except for the provisions of biennial audits provided, audits shall be performed annually. All audits shall be completed and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant agency, oversight agency or the Federal agency that provided the funding or a different period is specified in a program specific audit guide.

### **3.8. Property ( if applicable)**

3.8.1. The Contractor acknowledges that all nonexpendable property, that is property with a useful life of more than one year and a unit price of \$500 or more, purchased with funds received under this Contract or made available to the Contractor from the COG for the State, is the sole property of the State. The COG may transfer or relocate nonexpendable property hereunder in its discretion, subject to state and federal law. The Contractor may not transfer, relocate or alter the use of any property hereunder without the prior written authorization of the COG.

3.8.2. The Contractor agrees to maintain careful accountability of all WIOA purchased non-expendable property (property with a life expectancy of one year or more and a unit cost of \$500 or more) and to maintain an inventory of all properties issued by the LRWDB or subsequently acquired with WIOA funds. The LRWDB will provide inventory labels and will maintain a fixed-asset listing of WIOA property. The contractor will permit on-site inspections of all property by the COG, State, the United States Department of Labor, or their designees. See Property Management Requirements listed in the RFP/CFP.

3.8.3. The Contractor shall obtain prior, written approval of the COG to initiate any action involving acquisition by purchase, lease or trade, transfer, relocation, changed use or disposition of nonexpendable property. The Contractor shall not be entitled to recover the costs of acquisition or transfer if such approval is not obtained. The Contractor shall adhere to all state and local government procurement policies and procedures when acquiring all nonexpendable property.

3.8.4. The Contractor shall not acquire real property with funds under this Contract. This prohibition applies to personal property that becomes real property by virtue of its affixed to real property unless a recorded agreement is reached with the owner of the real property disavowing any interest in the fixture.

3.8.5. If the Contractor anticipates the development of intangible property, such as works on which a copyright or patent is obtainable, the Contractor shall notify the COG and execute a special amendment to this Contract acknowledging that the State has ownership of all such works. The Contractor acknowledges that as to any works produced for hire, the State is the entity that has commissioned and paid for the works.

3.8.6 The Contractor expressly assigns to the State any right it may acquire by operation of law or otherwise in any property under this Contract.

3.8.7. On completion of the services under this Contract or upon earlier termination of the contract, all nonexpendable property and all expendable property covered by Federal regulations shall be situated, transferred or disposed of according to instructions by the COG or the State.

### **3.9. Personnel: Equal Opportunity.**

39.1. The contractor assures the COG that its personnel policy will apply to all persons employed or funded in whole or in part under this Contract and that merit-based personnel policies are followed.

39.2 The Contractor assures, with respect to operation of the WIOA funded program or activities and all agreements or arrangements to carry out the WIOA funded programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act , including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 31, 32 and 34. The United States has the right to seek judicial enforcement of this assurance.

39.3 The Contractor shall designate a person other than its chief executive as its equal employment opportunity officer, who shall be responsible for the Contractor's nondiscrimination policy and for developing and administering a grievance and hearing procedure for equal opportunity grievances, for assuring adequate dissemination of the nondiscrimination policy, for evaluating the application or plan for adverse effects on equal opportunity and for liaison with COG on issues relating to nondiscrimination.

394 The Contractor assures that provisions have been made that all individuals in programs shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working for similar length of time and doing the same type of work per Section 181(b)(5), 667.272. Per Section 181(a), the Contractor assures that all individuals in programs be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills.

### **3.10. Monitoring, Oversight and Investigations.**

3.10.1. The COG has a right to monitor program, fiscal, personnel and management activities under this contract to assure that performance goals are being met, that appropriate administrative procedures, controls and records are maintained, that Contract terms and conditions are being fulfilled and that personnel and equal opportunity requirements are being met. The Contractor shall permit and require its subcontractors to permit on-site visits by the COG, State, the United States Department of Labor, or their designees, private questioning of employees and participants, and access for review and copying of Contractor and subcontractor records, including pertinent on-site records of OJT, Internship and Work Experience programs. The Contractor shall attend and require its subcontractors to attend such meetings as requested by the COG or State regarding monitoring and evaluation of programs.

3.10.2. The COG will provide technical assistance to the Contractor and its sub-recipients through periodic written guidelines and training sessions. The COG will provide, as available, additional technical assistance upon request of the Contractor. The Contractor and its sub-recipients are not entitled to continue a questionable activity pending response by the COG to a request for technical assistance.

3.10.3. The COG will provide the Contractor with written notification of deficiencies discovered in review of its activities and will provide the Contractor with reasonable time to take corrective action regarding the deficiencies, except that reasonable time need not be given where there is a suspicion of criminal conduct or gross misconduct and specific deficiencies need not be identified where the matter has been referred to an investigatory or prosecutorial agency.

3.10.4. The failure of the COG to discover or notify the Contractor of deficiencies does not relieve the Contractor of its obligation to meet performance standards, maintain administrative and fiscal management, assure equitable personnel policies and nondiscrimination, and satisfy statutory, regulatory or contractual requirements. The Lumber River Workforce Development Board will have oversight responsibility for this contract.

### **3.11. Sanctions: Financial Liability**

3.11.1. The Contractor is responsible for all funds received under this Contract.

3.11.2. The Contractor shall repay the COG from non-federal funds within 10 days any amounts expended under this Contract by it or by its subcontractors that are determined to be disallowable by the COG, the State, or the United States Department of Labor. This liability

exists without regard to the fault of the Contractor in incurring disallowed costs. The Contractor shall be responsible for establishing that expenditures were made for allowable costs.

3.113. Endorsements on negotiable instruments repaying a portion of questioned costs will not constitute release from repayment of additional disallowed costs.

3.114. If permitted by the United States Department of Labor, the COG may also, in its discretion, effect recovery of disallowed costs or wrongfully retained funds by withholding payments, by reimbursement or advance, due under this Contract or under any Contract between the Contractor and the COG, by requiring the Contractor to conduct allowable activities under the Act without federal funding, by a combination of the sanctions listed above or by such other methods of recoupment that may serve the purposes of the Act.

3.115. If, for any reason, the Contractor fails to fulfill its obligations in a timely and proper manner or violates any provision of this Contract or fails to take necessary corrective actions, or if the performance standards of the Governor are not met, or if the COG has reason to believe that the integrity of funds hereunder may be jeopardized, or if the Contractor fails to repay or cooperate in audit resolution for any previous contract with the State, the COG may impose conditions on continued funding (including repayment), may designate an alternate administering entity for this Contract or may terminate this Contract in whole or in part, unilaterally, by giving written notice to the Contractor specifying the effective date of conditional funding or termination. A statement of reason need not be given if the matter is referred to an investigatory or prosecutorial agency, unless required in oral hearing. The Contractor shall have a right to an oral hearing, if requested, or any sanction in this paragraph, but the oral hearing need not be conducted prior to imposition of conditions or termination if, in the discretion of the COG, the situation is an emergency.

3.116. If the Contract is terminated in whole or in part as provided in paragraph 3.10, the Contractor shall be entitled to payment for allowable costs for satisfactory work completed on a quantum merit basis, after submission of required reports and documentation. Payment may be withheld or placed in escrow by the COG if there is a question regarding the Contractor's ability or willingness to repay disallowed costs or return retained funds.

3.117. In the event the United States Department of Labor or the State assesses interest charges against the COG for any costs attributable to this Contract, the Contractor shall be liable for those interest costs from the date of assessment or thirty days after the COG first makes demand on the Contractor for repayment, whichever is later.

### **3.12. Complaints and Hearings**

3.121. The Contractor shall have a complaint and hearing procedure for complaints and grievances by its employees, participants or third parties, including disappointed prospective subcontractors. The procedure should be in writing and made known and available to potentially interested parties. The procedure may involve investigations by the Contractor and shall result in a written determination on each complaint or grievance.

3.122. The COG shall have a complaint and hearing procedure for complaints and grievances arising between Contractor and the COG, including complaints regarding sanctions under paragraph 3.11, and for appeals of certain complaints and grievances as described in paragraph



3.12.1. The procedure shall be conducted under and governed in accordance with federal law and the North Carolina Administrative Procedures Act and the North Carolina Administrative Code, LRSDA Issuance 94-05, Change No. 03 and LRSDA Issuance 94-07, Change No. 03. As to complaints and appeals governed by this paragraph, the COG shall have authority to investigate and make findings, determinations and orders, including orders imposing corrective conditions and ordering sanctions, after the opportunity for a hearing. Where permitted under this Contract or by law, sanctions or conditions may be imposed prior to an oral hearing in an emergency situation. Orders of the COG may be appealed, where permissible, to the Division of Employment and Training, the United States Department of Labor and/or to the courts.

3.12.3. The parties agree that complaints and disputes hereunder will be resolved as described in the North Carolina Administrative Code, and the Contractor acknowledges the jurisdiction of the WDB Administrator of the Lumber River Council of Governments to conduct hearings. The parties also agree that Robeson County is presumptively the most convenient location for hearings arising out of this Contract.

### **3.13. Amendments; Termination by Agreement; Termination by Necessity.**

3.13.1. The parties may amend this contract at any time, including after the contract period, by written amendment executed by both parties, except that the execution by the Contractor is not required where the COG is permitted by this Contract or by law to act unilaterally. The parties specifically agree that no course of dealing between them can modify the federal statutory or regulatory requirements incorporated into this Contract by reference.

3.13.2 The COG reserves the right to modify any provision of this Contract to comply with the requirements of any legislation, regulations, orders or directives that are effective prior to the completion of the Contract.

3.13.3. The parties may terminate this Contract in whole or in part if both parties agree in writing to all termination conditions.

3.13.4. The COG may unilaterally terminate or modify this Contract if necessitated by unavailability of or reduction in funding.

3.13.5. If this Contract is terminated in whole or in part under paragraph 3.13.3. or paragraph 3.13.4., the Contractor shall be entitled to payment for all allowable costs incurred prior to the effective date of termination after submission of required reports and documentation.

3.14. **Governmental Authorization.** Contractors that are units of government agree to attach or provide a copy of the statute, ordinance or resolution authorizing the signatory official to execute contracts or this Contract on behalf of the unit of government.

### **3.15. Severability; Discretion of State; Headings; Counterparts.**

3.15.1. In the event that any provision of this Contract shall be considered unlawful, it shall be considered severable and shall not affect the remainder of the Contract.

3.15.2. The COG shall have the power and discretion to enforce any provision of this Contract and to select from among its remedies under this Contract or at law. The failure of the COG to

enforce a provision shall not constitute waiver of the provision or the Contract.

3.15.3. The headings used herein are for the convenience of the parties and shall have no legal effect on the Contract.

3.15.4. This Contract may be signed in identical counterparts.

**3.16. Conflict of Interest/Nepotism/Sectarian Policy.**

3.16.1. **Interest of Contractor.** The Contractor agrees that neither the Contractor nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Contractor's service hereunder in an impartial and unbiased manner. The Contractor further agrees that in the performance of this contract no person having any such interest shall be employed by the Contractor as an agent, subcontractor, or otherwise.

3.16.2. **Interest of Members of Council and Others.** No officer, member or employee of the COG, the Lumber River Workforce Development Board, and no public official of any local government which is affected in any way by the WIOA activities, shall participate in any decisions relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such person have any interest, direct or indirect, in this contract or the proceeds arising therefrom.

3.16.3. **Officials not to Benefit.** No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be entitled to any share or part of this contract or any benefits to arise therefrom.

3.16.4. **Nepotism.** The Contractor agrees for itself and its subcontractors that no two members of an immediate family shall be employed within the same agency if such employment will result in one supervising a member of his immediate family, or in one occupying a position which has influence over the other's employment, promotion, salary administration, and other related management or personnel considerations. Immediate family is described as wife, husband, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandson, granddaughter, stepmother, or stepfather. This section shall also apply to applicants, participants, Contractor staff, and subcontractor staff involved in WIOA activities.

3.16.5. **Sectarian Policy.** The Contractor agrees that participants shall not be employed on the construction, operation or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.

### **3.17. Insurance/Bonding**

3.17.1. **Bonding.** The Contractor shall also procure a fidelity bond for all persons authorized to receive or disburse WIOA funds and public agencies shall procure a public employee's faithful performance blanket bond. Non-governmental agencies shall procure either a blanket fidelity bond, or name schedule fidelity bond.

3.17.2 The Contractor shall provide the COG with a copy of the bonding document(s) issued by its insurance company. The Contractor shall maintain all bonding in force for the period of this agreement. The Contractor shall give the COG written notice fifteen (15) calendar days prior to the bond being reduced or canceled from the original limits stated on the bonding document(s).

3.17.3. **Insurance.** For insurance of loss, cost, damages, expense, and liability caused by an accident or other occurrence causing bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal, which may arise from operations, or services rendered by the Contractor under this Contract, the Contractor shall maintain general public liability insurance or general liability in an amount of at least \$500,000 single limit coverage except where a lesser amount may be agreed to by the COG. A certificate of insurance must be submitted to the Consortium prior to the start of program operations.

3.17.4 The Contractor, administering or in operating programs funded under the WIOA, assures that all participants employed in any activity will be covered by workers compensation insurance in accordance with state law, or where participants are not covered under the state's worker compensation law, they shall be provided with adequate on-site medical and accident insurance; and that participants employed in subsidized jobs will be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Contributions to a self-insurance plan, to the extent that they are comparable in cost and extent of coverage had insurance been purchased, are allowable upon prior approval by the State (DET), through the LRWDB. Requests for such approval are to be submitted in writing to the LRWDB.

3.17.5 **Automobile Insurance Requirements.** Contractors using motor vehicles in conducting program activities (whether hired or said agency vehicles) shall provide proof of automobile insurance which clearly specifies the minimum coverage requirements of the Lumber River Workforce Development Board. The LRWDB requires a minimum coverage of \$100,000 per person and \$300,000 per accident for bodily injury and \$25,000 per accident for property damage. The LRWDB strictly prohibits the use of personal vehicles to transport WIOA participants. If a WIOA contracting agency is found to be in non-compliance, then said agency would be in breach of contract as pursuant to "section 3.11 – Sanctions; Financial Liability" of the contract document. Contractor is to provide proof of insurance for all vehicles to be used in conducting WIOA program activities. It is the responsibility of the contractor to adhere to procurement for transportation services and compliance of requirements.

**PY2018/2019**  
**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the COG and the Contractor mutually agree to abide by the terms and conditions enumerated herein and hereby execute this Contract.

CONTRACTOR:

FISCAL ADMINISTERING AGENCY:

Lumber River Council of Governments  
30 C.J. Walker Road  
Pembroke, NC 28372

\_\_\_\_\_  
Authorized Official Contractor Signature  
(SEAL)

\_\_\_\_\_  
LRCOG CEO Signature (SEAL)

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Mary Jo Adams  
Typed Name

\_\_\_\_\_  
Authorized Official Contractor Title

\_\_\_\_\_  
CEO/COG Authorized Official  
LRCOG Official Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CONFIRMATION OF FUNDING:**

Description: ***PY18/19 IWT Grant Award per letter dated \_\_\_\_\_, Funding is available beginning \_\_\_\_\_.***

\_\_\_\_\_  
David Richardson  
LRCOG Executive Director

\_\_\_\_\_  
Date

**LRCOG FINANCE DIRECTOR STAMP/SIGNATURE:**

## Local Area Incumbent Worker Training Grant Final Training Project Report

Please complete the requested information and submit to the Lumber River Workforce Development Board representative within the timeframe requested. Space will expand as text is entered.

### For internal LRWDB use only.

LWDB Name: \_\_\_\_\_

A. Amount of grant award (to **include** the administrative fee): \_\_\_\_\_

B. Actual funds expended (to **include** the administrative fee): \_\_\_\_\_

C. Amount to be de-obligated (**A - B = C**): \_\_\_\_\_

D. Does the business' non-federal share contribution meet the criteria limits? \_\_\_\_\_

Signature of Authorized LRWDB representative \_\_\_\_\_

Please complete the requested information and submit to the Lumber River Workforce Development Board representative within the timeframe requested.

### Company Information

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Business Representative Completing this report: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Training Information

Complete the information for all participants in the training provided through this grant.

1. How did this training avert lay-offs?

2. Planned # of trainees (count each 1 time – do not include those who attended an overview/introduction to the training): \_\_\_\_\_
3. Actual # of trainees (count each 1 time – do not include those who attended an overview/introduction to the training): \_\_\_\_\_

4. What is the actual amount expended or contributed for the non-federal share contribution? \$ \_\_\_\_\_
5. How many trainees have kept their jobs as a result of this training?  
Be as accurate as possible: \_\_\_\_\_
6. Was training provided to the employees as approved in the application? Yes/No \_\_\_\_\_

If no, please explain:

7. Was any of the training provided through this grant available from a publicly funded local community college or university? Yes/No \_\_\_\_\_

If yes, and you did not choose that source as a training vendor, please explain why:

8. How many businesses were involved in this training? \_\_\_\_\_

If more than one, did all businesses participate as proposed in the application?  
Yes/No \_\_\_\_\_

If no, please explain:

## Training Outcomes

1. Describe how trainees' skill levels were increased as a result of the training.

--

2. Certifications/Licenses/Credentials: If applicable, list the type(s) and quantity of skill certifications/licenses/credentials received by the trainees. Do not include "Certificates of Completion."

TYPE	QUANTITY

3. Did any trainees receive a wage increase after completion of training? Yes/No \_\_\_\_\_

If yes, please complete the following:

# of Trainees	% of Increase
<b>Ex: 3</b>	<b>5</b>

4. Did any trainee advance to other job positions or perform other advanced job responsibilities as a result of the training? Yes/No \_\_\_\_\_

If yes, how many? \_\_\_\_\_

5. If other outcomes were realized, please describe.

--

### Customer Satisfaction

1. How did you hear about the Incumbent Workforce Development Training Program?

--

2. Please briefly describe the company's overall experience with this training program.

--

3. Were you satisfied with the training that was provided? Yes/No \_\_\_\_\_

If no, please explain:

--

4. Would you recommend the Incumbent Workforce Development Training Program to other businesses?  
Yes/No \_\_\_\_\_

If no, please explain:

5. If this training was provided for a multiple business collaborative, please explain how it was or was not an effective training delivery method.





## LUMBER RIVER WORKFORCE DEVELOPMENT BOARD

E<sup>3</sup> Economic Development ☆ Education ☆ Employment

30 CJ Walker Road, COMtech Park • Pembroke, North Carolina 28372

Telephone (910) 618-5533 • Fax (910) 521-7576

Website: [www.lumbrivercog.org](http://www.lumbrivercog.org)

### LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM

#### LRLA YOUTH INCENTIVES POLICY 2019-19

July 1, 2019

- SUBJECT:** The **Incentives Policy** for the Lumber River Workforce Development (LRWD) Youth Program.
- PURPOSE:** To distribute LRWD Incentives Policies and Guidelines per the Workforce Innovation & Opportunity Act and the OMB Uniform Guidance Circular. **This revision includes information concerning the safeguarding of incentives that are purchased.**
- BACKGROUND:** The **Incentives Policy** is a means to recognize and reward a youth's success. The U.S. Department of Labor, Employment and Training Administration **allows incentive payments to youth participants for recognition and achievement directly tied to educational activities.** The LRWD Youth Funds may be used to provide incentives for recognition and achievement to eligible youth provided it is made a part of the participant's Individual Service Strategy. The Workforce Development Board must establish policies for the provision of incentives to youth.
- 20 CFR § 681.640 states that "incentive payments to youth participants are permitted for recognition and achievement directly tied to training activities and work experiences. The local program must have written policies and procedures in place governing the award of incentives and must ensure that such incentive payments are tied to the goals of the specific program; outlined in writing before the commencement of the program that may provide incentive payments; align with the local program's organizational policies; and are in accordance with the requirements contained in 2 CFR part 200."
- DOL included the reference to the Uniform Guidance at 2 CFR part 200 to emphasize that while incentive payments are allowable under WIOA, the incentives must be in compliance with the Cost Principles in 2 CFR part 200. For example, Federal funds must not be spent on entertainment costs. Therefore, incentives must not include entertainment, such as movie or sporting event tickets or gift cards to movie theaters or other venues whose sole purpose is entertainment. Additionally, there are requirements related to internal controls to safeguard cash, which also apply to safeguarding of gift cards, which are essentially cash.



Bladen County • Hoke County • Richmond County

Lumber River Council of Governments • Workforce Development Division

Robeson County • Scotland County

*Equal Opportunity Employer/Program*

While DOL recognizes that incentives could be used as motivators for various activities such as recruitment, submitting eligibility documentation and participation in the program, incentives paid for with WIOA funds must be connected to recognition of achievement of milestones in the program tied to work experience, education, or training. Such incentives for achievement could include improvements marked by acquisition of a credential or other successful outcomes. Local areas may leverage private funds for incentives that WIOA cannot fund. Incentive payments may be provided to both ISY and OSY as long as they comply with the requirements of 20 CFR § 681.640.

**Incentives should be scanned into NCWorks under the activity that is supporting that incentive. All youth services must align with the 14 WIOA Youth Program Elements. Support Services can also be a valid location to document a youth incentive.**

**Incentives purchased should be safeguarded by LRWDB staff or Contractor staff until issuing of incentives. The incentive items must be stored in a secure location to prevent mishandling. Incentives should be signed for upon receipt by WIOA participant.**

<b>ACTION:</b>	LRCOG WD Division Staff and Youth Program Contractors the attached policies in their <i>LRWD Technical Assistance Manual</i> and adhere accordingly.
<b>EFFECTIVE DATE:</b>	Immediately
<b>EXPIRATION DATE:</b>	Indefinite
<b>CONTACT:</b>	Any questions regarding this issuance should be directed to Ms. Kammala Brayboy, Services Director, LRCOG WD Division at (910) 775-9777.
<b>DISTRIBUTION:</b>	LRWD Division Staff and Youth Program Contractors.

**Patricia Hammonds**

Patricia Hammonds, Administrator  
Workforce Development Division

**Attachments: Incentives Policy  
Incentives Form**

# **Lumber River WIOA Youth Program**

## **Incentives Policy**

Incentives provide a means to recognize and reward a youth's success. WIOA youth funds may be used to provide incentives for recognition and achievement directly tied to educational activities. Incentives provided to youth must be made a part of the participant's Individual Service Strategy (ISS). The Lumber River Workforce Development Board has established policies for the provision of incentives to youth.

WIOA Contractors should take into account their budget when offering incentives. Incentives should be earned based on program participation, **not entitlement or enticement**.

If WIOA funds are used to award incentives, the following guidelines must apply: 1) criteria to be used to award incentives and; 2) type(s) of incentive awards to be made available.

### **Incentive:**

#### **A. Gift Cards**

##### **(1) Criteria:**

- a) **graduating seniors, those who have successfully completed course work and will graduate from high school, adult high school, community college or an accredited college or university with a credential**
- b) **secondary, post-secondary and alternative class attendance rate of 80% or better AND show progress in class performance on a per semester basis. Students must provide progress reports for the semester to be considered for incentive.**
- c) **participants who successfully pass all courses for a semester**
- d) **participants who attain their youth goal(s) for the year**
- e) **participants who have 100% attendance/participation in every workshop (Contractors must offer a minimum of 30 hours of workshop activities per program year.)**

##### **(2) Type:**

- a) **gift card up to but not to exceed \$50 in addition to required service fees.**

##### **(3) Fund: WIOA Youth Program funds**

#### **B. Documentation of Incentives**

- (1) **Gift cards (participant signature stating they received incentive, date, and purpose should be placed in the appropriate section in the participant file and attached to receipt of purchase for program and fiscal monitoring purposes). See Incentive form.**
- (2) **Any incentive received by the participant must be documented as a case note in the appropriate section in the participant's file folder.**

#### **C. Safeguarding of Incentive Items**

- (1) **Purchase of incentive items will be conducted by the LRWDB Fiscal and Evaluation Coordinator and/or WIOA Youth Program Contractor staff.**
- (2) **Incentive items purchased for use will be safeguarded by the LRWDB Fiscal and Evaluation Coordinator and/or WIOA Youth Program Contractor staff until proper distribution of items.**
- (3) **Incentive items will be secured in a locked desk behind a locked door as part of safeguarding procedures.**

- (4) Incentive items will be signed out upon receipt by the WIOA Youth participant.**
- (5) The completed incentive form along with the supporting documentation will also be included.**

***NOTE: WIOA funds may not be used for intramural activities, field trips, recreational activities, prom tickets, student publications, student clubs, and other student activities as outlined in the OMB Circular Section 200.469.***



**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**

*Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)*

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
YOUTH INCENTIVE FORM**

*Participant Name:* \_\_\_\_\_ *SS# (last 4 digits):* \_\_\_\_\_

*Contractor:* \_\_\_\_\_

*Type of Incentive:* \_\_\_\_\_ *Amount:* \_\_\_\_\_

*Card Number:* \_\_\_\_\_

*Reason for Incentive (attach supporting documentation):* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----

*I, \_\_\_\_\_, verify that I received an incentive in the form of:*

*\_\_\_\_\_, from the above mentioned WIOA Contractor on the*

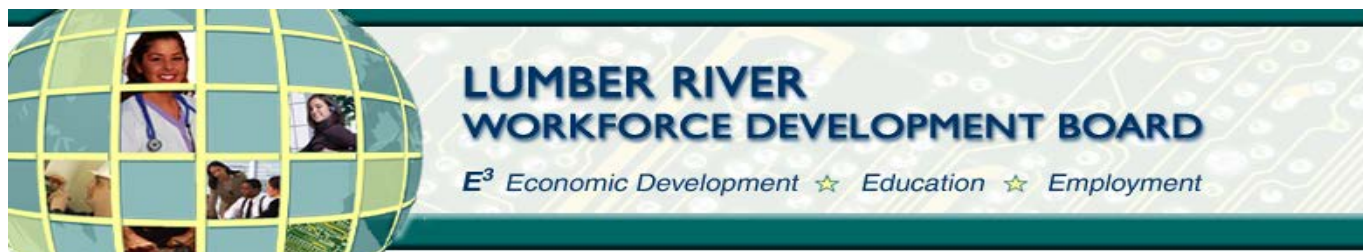
*date noted below.*

\_\_\_\_\_  
*Participant Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*WIOA Staff Signature*

\_\_\_\_\_  
*Date*



30 CJ Walker Road, COMtech Park • Pembroke, North Carolina 28372

Telephone (910) 618-5533 • Fax (910) 521-7576

Website: [www.lumbrivercog.org](http://www.lumbrivercog.org)

## **LUMBER RIVER WORKFORCE DEVELOPMENT CONSORTIUM**

### **LRLA YOUTH - ITA & OCCUPATIONAL SKILLS POLICY 2019-18**

**July 1, 2019**

**SUBJECT:** Youth Individual Training Account (ITA) and Occupational Skills Policy

**PURPOSE:** To establish rules and requirements for the use and tracking of ITAs and Occupational Skills Policy within the Lumber River Workforce Development (LRWD) for Youth Program participants under the Workforce Innovation and Opportunity Act (WIOA). **The revision includes an update to the LRLA –9 Occupational Skills Policy form.**

**BACKGROUND:** An ITA is a mechanism used by Local Workforce Development Boards to establish a means to pay for board approved training through a voucher system for eligible individuals to finance training services per WIOA, section 680.230, Subpart C. Section 680.300 defines the ITA as being *“established on behalf of the participant, where services are purchased from eligible providers selected in consultation with the case manager”*. Section 680.310 explains that the duration and amount of ITAs can be limited as established by the Local Board policy decision, or based on the needs identified in the individual employment plan.

As stated in 20 CFR § 681.540 of the final rule, occupational skills training is defined as an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. Local areas must give priority consideration to training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the local area. Such training must:

1. be outcome-oriented and focused on an occupational goal specified in the individual service strategy;
2. be of sufficient duration to impart the skills needed to meet the occupational goal; and
3. lead to the attainment of a recognized postsecondary credential.



In addition, the chosen occupational skills training must meet the quality standards in WIOA Section 123.

As discussed in 20 CFR § 681.550 "in order to enhance individual participant choice in education and training plans and provide flexibility to service providers, the Department **allows WIOA Individual Training Accounts (ITAs) for OSY, ages 16 to 24,** using WIOA youth funds, when appropriate." ITAs allow participants the opportunity to choose the training provider that best meets their needs. To receive funds from an ITA, the training provider must be on the Eligible Training Provider List as outlined in § 680.400 and 680.410.

**ISY cannot use youth program-funded ITAs. However, ISY between the ages of 18 and 21 may co-enroll in the WIOA Adult program if the young adult's individual needs, knowledge, skills, and interests align with the WIOA adult program and may receive training services through an ITA funded by the adult program.**

**ACTION:**

In an effort to maximize funds available and in order to provide a uniform system to track ITA vouchers in the LRWD, limits will be placed on the amount and duration of the ITAs and the attached Tracking Log will be used. Limitations established by the Local Board will not be implemented in a manner that undermines the Act's requirement that training services are provided in a manner that maximizes customer choice in the selection of an eligible training provider.

In order to maximize training opportunities for as many eligible youth as possible, the maximum ITA amount shall be **\$5,500 per year**. The ITA will be allocated as needed (per semester/Occupational Training Track) at a provider that has been certified as an eligible training provider per LRWDB approval. The maximum lifetime amount to be spent on an ITA is **\$11,000 per customer**. The actual ITA expenditure will not exceed the total cost of the training program (tuition, books, fees, uniforms, tools, physicals, shots, etc.) not paid by other grants. Pell Grant funds and other financial aid resources (loans exempt) must be applied to the total training costs of the individual prior to WIOA funds being used.

The individual must meet the attendance and academic requirements on a semester basis in order to be certified for continued funding under the ITA. Staff contact should be made a minimum of once each month by the Case Manager to assist the participant with problems/concerns and to monitor the progress of the participant.

Each curriculum requiring a significant investment in tools and supplies will be evaluated for ITAs based on the labor market needs and previous experience with successful employment in the occupational skill. WIOA service providers will adhere to the LRWD's policy and procedures that outline the requirements and limitations of the individual training account. ITAs will be provided for those individuals whose Individualized Service Strategy (ISS) indicates the need for such training. In cases where the individual opts to purchase training services where the costs exceed the approved ITA amount, the individual will be required to pay the additional costs associated with that training.

**EFFECTIVE DATE:** **Immediately**

**EXPIRATION DATE:** Indefinite

**CONTACT:** Any questions regarding this Issuance should be directed to Ms. Patricia Hammonds , LA Administrator, Workforce Development Division at (910) 618-5533.

**DISTRIBUTION:** All Lumber River Workforce Development Youth Service Providers and Lumber River Workforce Development Division Staff

*Patricia Hammonds*

Patricia Hammonds , Local Area Administrator  
Workforce Development Division

Attachment: WIOA Individual Training Account Voucher  
ITA Tracking Form  
Financial Award Analysis Form  
LRLA-6 Training Program Authorization Request  
LRLA-9 Occupational Skills Policy





*Lumber River  
Workforce Development  
WIOA Program  
(ITA TRACKING FORM)*

WIOA Program: (circle one)    Adult          DW          Youth

Semester: (circle one)          Fall          Spring          Summer

Year: \_\_\_\_\_

Curriculum: \_\_\_\_\_

(FAA & required documentation; ITA Authorizations;  
receipts and payment authorization; Grades, etc.) **Grouped by semester!**

**Cumulative GPA:** \_\_\_\_\_

**Semester ITA Expenditure: \$** \_\_\_\_\_

**Cumulative ITA Expenditures (\$11,000 lifetime max): \$** \_\_\_\_\_

**Probation:    Yes    No**



ITA VOUCHER NUMBER: \_\_\_\_\_

**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
Workforce Innovation and Opportunity Act Individual Training Account Voucher Certificate  
**AUTHORIZATION FOR TRAINING COST (ITA) – YOUTH PROGRAM**

WIOA Customer \_\_\_\_\_

Voucher Authorization Date \_\_\_\_\_

Social Security Number \_\_\_\_\_

Voucher Expiration Date \_\_\_\_\_

Approved Course of Study \_\_\_\_\_

In Sch ☐ Out of School ☐ Semester/Calendar Year: \_\_\_\_\_

**NOTE:** If used at training institution, Pell Grant and/or other financial aid sources (loans exempt) must be applied to total participant training costs (tuition, fees, books, uniforms, tools, exams/licensures, etc. purchased through training provider) prior to WIOA assistance.

AUTHORIZED BY: (LRWD Contractor)		VENDOR/TRAINING PROVIDER:	
CONTACT PERSON:		CONTACT PERSON:	
PHONE:		PHONE:	

**APPROVED ITEMS:** (Please fill in the approved amount for each item. Please note: This is authorization to incur up to each line approved amount with applicable /sufficient documentation of costs.) Payments will be based on actual up to the maximum individual amounts specified.

Application/Registration, up to:	\$	Student Insurance	\$
Tuition	\$	Required Student Activity Fees	\$
Required Books	\$	Allowable Supplies (maximum \$30 per semester)	\$
Parking Fees	\$	Background Check	\$
Other Required Costs: specify	\$	Fingerprinting	\$
Passport Photo:	\$	Graduation Fee	\$
Uniforms: (limited to 2 sets per participant). Must attach official training requirement documentation	\$	Required Physical/shots/immunizations: (Max \$150 per participant per year): specify	\$
Nursing Supplies: shoes/watch/stethoscope, lab coat/name badge. Specify or attach official training requirement documentation	\$	Tools: must attach official training requirement documentation	\$

TOTAL AMOUNT OF APPROVED FUNDS: \$ \_\_\_\_\_

This Voucher Certificate is approved and issued by: \_\_\_\_\_  
WIOA Staff Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**REDEMPTION OF VOUCHER**

The above-named individual has been determined eligible for WIOA and is being referred for training services. WIOA staff and the training provider will ensure that the eligible participants apply for federal grants (including PELL Grant) and also assure that double-billing for identical training services does not occur for those recipients who receive federal financial aid. WIOA staff and training provider must adhere to local area issuance concerning federal grants (including PELL Grant) and WIOA. However, in no case shall the voucher be redeemable beyond June 30 of the year authorized. **To Redeem:** The training provider must return a copy of this voucher to the authorizing agency along with an invoice and sufficient documentation to support the amount of money being requested for services rendered to the WIOA customer. (Invoices received without an attached voucher will not be processed for payment.) **Please submit to the Authorized Agency as listed above.**

The Lumber River Local Area and Contractors do not discriminate on the basis of race, color, national origin, creed, sex, religion, age, or disability.



**LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**  
Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)

**TRAINING PROGRAM AUTHORIZATION REQUEST  
FOR PROVIDER/PROGRAMS NOT ON NCWORKS ONLINE**

Participant's Name: \_\_\_\_\_ SSN: XXX-XX- \_\_\_\_\_

WIOA Program: \_\_\_\_\_ Adult \_\_\_\_\_ Dislocated Worker

Planned Enrollment Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Has participant received previous training or credential? yes/no \_\_\_\_\_

If yes, what type: \_\_\_\_\_

Has participant exhausted Pell? yes/no \_\_\_\_\_

If yes, explain \_\_\_\_\_

I am requesting approval for the above named participant to enter the following Occupational Skills Training Program and/or use the following Training Provider not listed on NCWORKS:

Occupational Skills  
Training Program:

Training Provider:  
Location of Provider:

Justification for  
Request:

“Use additional sheet of paper if necessary”

\_\_\_\_\_ I also certify that the participant has indicated a need for training services.

\_\_\_\_\_  
WIOA Staff Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
WIOA Supervisor Signature

\_\_\_\_\_  
Date

Approved ☐ Denied ☐

\_\_\_\_\_  
WIOA Contracting Agency

**LOCAL AREA USE ONLY**

☐ Approved - I authorize the above participant to attend the stated Occupational Skills Training Program and/or use the requested Training Provider.

☐ Denied: \_\_\_\_\_

\_\_\_\_\_  
Lumber River Workforce Development Administrator Signature

\_\_\_\_\_  
Date



## **LUMBER RIVER WORKFORCE DEVELOPMENT BOARD**

*Local Area (Bladen, Hoke, Richmond, Robeson and Scotland Counties)*

### **OCCUPATIONAL SKILLS TRAINING POLICY**

1. Individuals requesting services through the Workforce Innovation and Opportunity Act (WIOA) may qualify for financial assistance for Training Services under WIOA after completing all mandatory activities, and it is determined that a need exists to obtain new skills or upgrade existing skills to be a competitive jobseeker in the local employment market.
  - a) Failure to follow established procedures will prevent LRLA from assisting students with tuition and training related to Individual Training Account (ITA) vouchers.
  - b) Students, who fail to obtain *prior* written authorization, **will not be** reimbursed for any out-of-pocket expenditures.
  - c) Individuals must enter an approved curriculum in order to receive consideration for financial assistance.
  - d) A student must maintain a **2.0 grade point average** to continue participation in Occupational Skills. If grades fall below the minimum, the student may be either placed on probation until grades improve or terminated from the program.
  - e) Students who drop and re-add course(s) do so at his or her own expense. WIOA will pay for course(s) one time only.
  - f) A maximum of \$30.00 will be allowed each quarter/semester for school supplies as defined by the LRLA.
  - g) Fulltime status must be maintained unless there are extenuating circumstances that prohibit or interrupt the student's progress and must be documented in case notes if not full-time.
2. **LRLA staff should utilize O\*NET Online (<https://www.onetonline.org/>) to review labor market information with customers to determine hi-demand occupational trainings prior to issuing ITA vouchers.** A customer seeking to complete a Bachelor's Degree, training within a non-approved program, exhausted Pell Grant funding, has previously attended or is currently attending post-secondary training will be considered an extenuating circumstance. For extenuating circumstances, written approval must be reviewed and approved by the Contractor Project Director or Assistant Director if Project Director is not available prior to submitting to the WDB Administrator for approval and will be considered on a case-by-case basis via LRLA-6 (Training Program Authorization Request).
3. Upon completion of thirty percent (30%) of a curriculum, a student may not change to another curriculum with continued LRLA financial assistance.
4. Eligible students must provide WIOA staff with the following information on a semester basis to continue to receive WIOA assistance:
  - a) An official registration form which includes the class schedule
  - b) Bookstore/supply receipt forms to include participant's name
  - c) Any additional *approved* expense receipt forms
  - d) Copies of semester grades, certificates, associate degrees, etc.
5. All classes scheduled should be attended in order to receive the transportation allowance for that day. The participant must attend at least one class, on that day, for reimbursement.
6. **Contact should be made at a minimum of once a month by the WIOA Staff** to assist the student with problems/concerns and to monitor the progress of the student.
7. As all supportive services, transportation reimbursements will be determined based on individual need, is not guaranteed, and will not be paid for licensure exams. Transportation paid to distance learning students will be determined on a case by case basis. If applicable, transportation reimbursements will not exceed **200 miles per week @ .30 cents per mile for a maximum of \$60.00 per week**. Discrepancies or errors will be adjusted in a subsequent reimbursement period. A week is defined as: Sunday through Saturday.
8. The Attendance/Travel Vouchers are to be maintained by the student in a neat and orderly fashion and will be submitted to the assigned WIOA Staff as outlined in the schedule which will be provided at the time of enrollment.
9. The Attendance/Travel Voucher shall include the number of hours the student actually attended each class and must be signed and dated by the instructor(s). Any discrepancies should be duly noted.
10. Students receiving travel reimbursement will not receive payment for those periods attended if :
  - a) Not signed by the instructor and/or the student, or
  - b) Not submitted by the due date(s)
11. Checks will be disbursed to the student according to contractors distribution method.
12. All Distance Learning students must abide by the Occupational Skills Training Policy.

**I have read and understand the above Occupational Skills Training Policy as outlined.**

---

**Participant's Signature and Date**

---

**WIOA Staff Signature and Date**

**Lumber River Workforce Development Board**  
**NCWorks Career Centers**  
**Memorandum of Understanding**

This Memorandum of Understanding is entered into by the Lumber River Workforce Development Board (herein after referred to as LRWDB), with the agreement of the Chief Elected Official, between the One-Stop Partners under the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128, concerning the operation of the One-Stop delivery system (also referred to as NCWorks Career Centers and/or its affiliated sites). The purpose of this Memorandum of Understanding (MOU) is to establish the responsibilities of the above referenced agencies in meeting the objectives of the One-Stop Delivery system. This MOU is subject to the provision of all applicable Federal and State laws, regulations, policies and standards.

**I. Required Partners WIOA 121 (b)(1)(B)**

1. Title I Adult, Dislocated Workers, and Youth, Job Corps, Youth Build, National Farmworkers Jobs Program (NFJP) and Native American Programs
2. Programs authorized under the Wagner-Peyser Act
3. Adult education and literacy activities authorized under title II;
4. Programs authorized under title I of the Rehabilitation Act of 1973
5. Activities authorized under title V of the Older Americans Act of 1965
6. Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006
7. Activities authorized under chapter 2 of title II of the Trade Act of 1974
8. Activities authorized under chapter 41 of title 38, United States Code: Job Counseling, Training, and Placement Service for Veterans
9. Employment and training activities carried out under the Community Services Block Grant Act
10. Employment and training activities carried out by the Department of Housing and Urban Development;
11. Programs authorized under State unemployment compensation laws
12. Programs authorized under section 212 of the Second Chance Act of 2007; and
13. Programs authorized under part A of title IV of the Social Security Act: Temporary Assistance For Needy Families

**II. Roles and Responsibilities WIOA Section 121 (b)(1)(A)**

Each required partners of the One-Stop Delivery System shall:

- a. provide access through the one-stop delivery system, including making the career services (eligibility determination, outreach, initial assessment, labor exchange service, job search, recruitment, referrals, job listings, training provider information, local area performance, supportive service information, financial aid assistance, career planning, financial literacy, and more) that are applicable to the program or activities available at the one-stop centers. Partners will make all efforts to provide services received by partner clients as the one-stop centers in coordination within the Integrated Service Delivery flow;
- b. use a portion of the funds available for the program and activities to maintain the one-stop delivery system, including payment of the infrastructure costs of one-stop centers.
- c. enter into a local Memorandum of Understanding (shown by signature on this document) with the local board, relating to the operation of the One-stop system;

**Lumber River Workforce Development Board**  
**NCWorks Career Centers**  
**Memorandum of Understanding**

- d. participate in the operation of the One-stop system consistent with the terms of this Memorandum of Understanding, the requirements of this title, and the requirements of the Federal laws authorizing the program or activities.
- e. use a common one-stop delivery system identifier (in North Carolina this is NCWorks) in literature, communications and other advertising, as appropriate, in order to identify themselves as one-stop partners
- f. identify strategies to meet the needs of individuals with barriers to employment
- g. adhere to the Integrated Service Delivery model of operation for each center as applicable to the purpose of this MOU and the unique services offered by the partner agency.
- h. participate in the regularly scheduled meetings of the NCWorks Partners Network

III. Cost of Services (WIOA Regulations 678.700, USDOL December 27, 2016: Infrastructure Funding Guidance)

This Memorandum of Understanding (MOU) is entered into by and between the Lumber River Workforce Development Board and Lumber River NCWorks Partners. This MOU provides information on the shared infrastructure cost and/or in-kind arrangements. All partners to this MOU recognize that infrastructure costs are applicable to all required partners, as outlined in Section 121(b)(1)(B) of WIOA, whether they are physically located in the NCWorks Career Center or not. Each partner's contribution to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received.

The sharing and allocations of infrastructure costs among NCWorks partners are governed by the Workforce Innovation and Opportunity Act (WIOA) Sec. 121(b), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance).

- a. Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the NCWorks Career Center, including: rental of the facilities, utilities and maintenance, equipment (including assessment related and assistive technology for individuals with disabilities), technology to facilitate access to the center, as well as many other infrastructure costs such as signage and supplies.
- b. Periodic modification and review process is conducted on the state level to ensure equitable benefit among one-stop partners on a yearly basis.
- c. The Lumber River local are followed the State Funding Mechanism process
- d. The parties shall first attempt to resolve any disputes informally. Any party shall call a meeting of the partners to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the local Workforce Development Board who shall place the dispute upon the agenda of a regular or special meeting of the Board's Executive Committee. The executive committee shall attempt to mediate and resolve the dispute. Finally, if the Executive Committee's resolution efforts

**Lumber River Workforce Development Board**  
**NCWorks Career Centers**  
**Memorandum of Understanding**

fail, any party may file a grievance in accordance with agreed upon WIOA grievance procedures.

**IV. Funding Definitions**

- a. Cash and In-Kind for Ongoing One-Stop Delivery System Operators: Non-cash contributions must be valued consistent with 2 CFR 200.306 and reconciled regularly. Third party in-kind contributions are contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations. The value of third-party in-kind contributions must be consisted with the Uniform Guidance at 2 CFR 200.306 and reconciled on a regular basis to ensure they are fairly evaluated and meet the partners' proportionate share.
- b. Infrastructure Costs One-Stop Centers: The funds provided by each one-stop partner shall be provided only from funds available for the costs of administration under the program administered by such partner, and shall be subject to the program's limitations with respect to the portion of funds under such program that may be used for administration {WIOA Regulations 678.720}
- c. Non-personnel cost include: Rental of the facilities; utilities and maintenance; equipment (including assessment-related products and assistive technology for individuals with disabilities); and Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities.

**V. Methods of Referrals**

Partners will coordinate cross-agency referral of individuals using common referral forms and processes to ensure that the needs of adult workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system.

Individuals seeking services may be referred to the NCWorks Career Center or an affiliated site rather than the partner's site. If an individual seeks services at the NCWorks Career Center or and affiliated site rather than the partner's site, services should be made available to him or her without referral to another location (based on staffing availability and the availability of services). A partner is not required to route all of its participants through the Career Center **however** if services are provided off site, partners are required to document services within the NCWorks Online system. All individuals seeking services at the Center should be served timely and in the most expedient manner possible; without imposing additional barriers to access services or delays. Participants may receive referral to appropriate training and education programs that have the capacity to serve the participant or applicable either on sequential or concurrent basis.

**VI. Certification and Continuous Improvement**

The Parties herein shall comply with established Certification and Continuous Improvement Criteria established by the State board, in consultation with chief elected officials and LRWDB.

**Lumber River Workforce Development Board**  
**NCWorks Career Centers**  
**Memorandum of Understanding**

The objective criteria and procedures for use by local boards in assessing at least once every 3 years the effectiveness, physical and programmatic accessibility in accordance with section 188, if applicable, and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and continuous improvement of one-stop centers and the one-stop delivery system.

**VII. Performance and Accountability**

Each partner is responsible for ensuring that its legislated programs, services, and activities are provided in the One-Stop Center in accordance with the goals, objectives and performance measures of the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128 and regulations. Each partner agrees to work to support the achievement of WIOA and One-Stop performance measures as determined by the US Department of Labor through the NC Department of Commerce, Division of Workforce Solutions. The designated repository of said performance information is hereby agreed upon as the NCWorks Online system <https://www.ncworks.gov> . Performance measures are updated on an annual basis and shall be made available to the partners at such time as they are made available to the Lumber River Workforce Development Board.

**VIII. Confidentiality of Information**

Exchange of information among partners is encouraged and expected. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving, or sharing information. Each partner agrees to collect and share information necessary to track the performance of the One-Stop Center in accordance with provisions of the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128 and accompanying regulations. As noted in Section VII, the designated repository of said performance information is hereby agreed upon as the NCWorks Online system <https://www.ncworks.gov>

**IX. Monitoring and Oversight**

The Chief Elected Official, Lumber River Workforce Development Board, the Division of Workforce Solutions, United States Department of Labor, and local area administrative entity have the right to monitor activities under this MOU to ensure performance goals are being maintained, and that the MOU terms and conditions are being fulfilled. The partners shall permit on-site visits and reviews by the above mentioned agencies or their designee.

**X. Disputes**

The parties shall first attempt to resolve any disputes informally. Any party shall call a meeting of the partners to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the local Workforce Development Board who shall place the dispute upon the agenda of a regular or special meeting of the Board's Executive Committee. The executive committee shall attempt to mediate and resolve the dispute. Finally, if the Executive Committee's resolution efforts fail, any party may file a grievance in accordance with agreed upon WIOA grievance procedures.



**Lumber River Workforce Development Board**  
**NCWorks Career Centers**  
**Memorandum of Understanding**

**XI. Duration**

This MOU shall remain in effect until terminated by the repeal of the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128, or otherwise by action of law.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 60-calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties at the addresses shown within this MOU, and to the contact persons so listed, considering any information updates received by the parties.

Should any One-Stop Partners withdraw, this MOU shall remain in effect with respect to the remaining Partners until a new MOU is executed or the end of the current federal program year (July through June).

The Lumber River Workforce Development Board reserves the right to terminate the participation of any partner upon 60-days notice if the partner's actions are inconsistent with the terms and conditions of this memorandum of understanding.

This memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services. [WIOA 121]

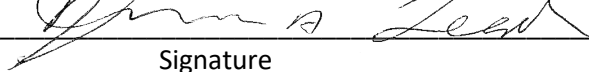
**XII. Modification and Assignment**

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties. Any assignee shall also commit in writing to the terms of this MOU.

Such other provisions, consistent with the requirements of this title, as the parties to the agreement determine to be appropriate.


**Lumber River Workforce Development Board**  
**NCWorks Career Centers**  
**Memorandum of Understanding**

Signatures: By signature hereto, the parties attest to participation of the development of this Agreement and will support and implement the provisions contained herein:

James Leach		4-29-2019
Printed Name	Signature	Date
Lumber River Workforce Development Board Chief Elected Official		

Jay Todd		4-29-2019
Printed Name	Signature	Date
Lumber River Workforce Development Board Chair		

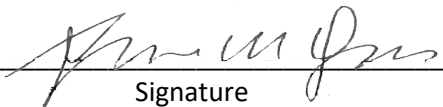
Patricia Hammonds		12/27/18
Printed Name	Signature	Date
Lumber River Workforce Development Board Director		

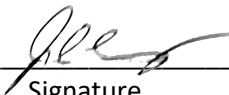
Patricia Hammonds		12/27/18
Printed Name	Signature	Date
Representing: WIOA Title I: Adult, Dislocated, and Youth Formula Programs		

Printed Name	Signature	Date
Representing: WIOA Title I: Native American programs		

N/A		
Printed Name	Signature	Date
Representing: WIOA Title I: Job Corps programs		

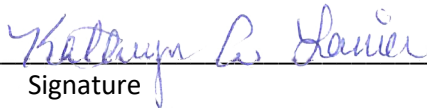
N/A		
Printed Name	Signature	Date
Representing: WIOA Title I: YouthBuild program		

Suzanne Orozco		12/28/18
Printed Name	Signature	Date
Representing WIOA Title I: National Farmworker Jobs Program (NFJP)		

John Lowery		5/10/19
Printed Name	Signature	Date
NC Department of Commerce – Division of Workforce Solutions		
Representing: WIOA Title III: Wagner-Peyser Act Employment Service (ES) program; WIOA Title III Trade Adjustment Assistance (TAA) activities; Jobs for Veterans State Grants (JVSG) programs		

**Lumber River Workforce Development Board**  
**NCWorks Career Centers**  
**Memorandum of Understanding**

Kathryn A. Lanier



1/25/19

Printed Name

Signature

Date

Representing: Senior Community Service Employment program (SCSEP)

Lockhart Taylor



12/31/18

Printed Name

Signature

Date

Representing: Unemployment Compensation (UC) programs

N/A

Printed Name

Signature

Date

Representing: Reentry Employment Opportunities (REO) programs (Second Chance Act of 2007)

Printed Name

Signature

Date

Representing: WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs

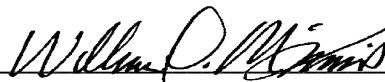
Printed Name

Signature

Date

Representing: Carl D. Perkins Career and Technical Education programs (Bladen Community College)

William D. McInnis



12/30/18

Printed Name

Signature

Date

Representing: Carl D. Perkins Career and Technical Education programs (Richmond Community College)

Kimberly Gold



1/7/2019

Printed Name

Signature

Date

Representing: Carl D. Perkins Career and Technical Education programs (Robeson Community College)

John Dempsey



1/20/19

Printed Name

Signature

Date

Representing: Carl D. Perkins Career and Technical Education programs (Sandhills Community College)

Printed Name

Signature

Date

Representing: WIOA Title IV: Vocational Rehabilitation (VR) Services program

**Lumber River Workforce Development Board**  
**NCWorks Career Centers**  
**Memorandum of Understanding**

Craig Respass

Printed Name



Signature

1-2-19

Date

Representing: WIOA Title IV: Services for the Blind (Bladen County)

Christy G. King

Printed Name



Signature

12-29-18

Date

Representing: WIOA Title IV: Services for the Blind (Hoke, Robeson, Richmond & Scotland County)

N/A

Printed Name

Signature

Date

Representing: Department of Housing and Urban Development Employment and Training Programs

Printed Name

Signature

Date

Representing: Community Services Block Grant (CSBG) programs (Richmond County)

Ericka J. Whitaker

Printed Name



Signature

1/7/2019

Date

Representing: Community Services Block Grant (CSBG) programs (Bladen, Hoke, Robeson, & Scotland County)

Vickie Smith

Printed Name

Signature

Date

Representing: Temporary Assistance for Needy Families (TANF) program (Bladen County)

Terry Stanton

Printed Name



Signature

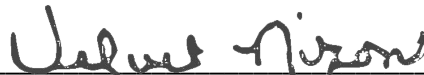
1-8-19

Date

Representing: Temporary Assistance for Needy Families (TANF) program (Hoke County)

Velvet Nixon

Printed Name



Signature

5/2/19

Date

Representing: Temporary Assistance for Needy Families (TANF) program (Robeson County)

Robby Hall

Printed Name



Signature

4-28-19

Date

Representing: Temporary Assistance for Needy Families (TANF) program (Richmond County)

April Snead

Printed Name



Signature

1/2/19

Date

Representing: Temporary Assistance for Needy Families (TANF) program (Scotland County)

# **Lumber River NCWORKS Career Center Partner Infrastructure Funding Agreement (IFA)**

## **I. Purpose**

This Infrastructure Funding Agreement (IFA) is entered by and between the Lumber River Workforce Development Board and Lumber River NCWorks Partners. This IFA provides information on the shared infrastructure cost and/or in-kind arrangements. All partners to this IFA recognize that infrastructure and other additional costs are applicable to all required partners, as outlined in Section 121(b)(1)(B) of WIOA, whether they are physically located in the NCWorks Career Center or not. Each partner's contribution to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received.

The sharing and allocations of infrastructure costs among NCWorks partners are governed by the Workforce Innovation and Opportunity Act (WIOA) Sec. 121(b), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance).

Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the NCWorks Career Center, including: rental of the facilities, utilities and maintenance, equipment (including assessment related and assistive technology for individuals with disabilities), technology to facilitate access to the center, as well as many other infrastructure costs such as signage and supplies. NCWorks Career Center must share in additional costs which must include applicable career services and may include shared operating costs and shared services that are necessary for the general operation of the Career Center.

## **II. Lumber River NCWorks System Infrastructure Budget = \$565,512.77**

## **III. Cost Allocation Methodology**

There is a two-tiered approach for determining infrastructure and additional cost for required WIOA Career Center partners using the Local Funding Mechanism (LFM). For Temporary Assistance for Needy Families (TANF), Community Services Block Grant (CSBG), Carl D. Perkins Career and Technical Education, Adult Education and Family Literacy Act (AEFLA) and Senior Community Service Employment (SCSEP) programs, the LFM method uses a funding percentage cap of 1.5% to determine the agency's proportionate share of infrastructure and additional costs. The 1.5% is then distributed to workforce boards based on workforce service criteria outlined by each agency. Title IV, Vocational Rehabilitation (VR) determines proportionate share based on the number of VR and adult ed. clients that received services in the previous program year and documented in NCWorks.

The LFM is used to negotiate appropriate contributions from each required partner that will be allocated to the Lumber River Workforce Board as outlined below. The two-tiered approach methodology does not include Division of Workforce Solutions (DWS) administered programs or Workforce Development Board (WDB) administered programs. For all other required partners with state agencies, infrastructure contributions will be transferred to DWS as a lump sum based on the LFM for the said agency. Once DWS receives funding from the State agency, DWS will distribute

funding to the local area via the funding methodology set up for each State agency as outlined in the table below.

For required partners without a State agency, but which are federally funded, the LFM is used as well; however, this negotiation will vary per WDB and should be outlined in the table below. Not all federally funded required partners may administer programs in a WDB's Local Area. In that case, infrastructure cost sharing is not required.

For required partner programs administered by the DWS: Title III Wagner-Peyser Employment Services, Trade Adjustment Assistance (TAA), and Jobs for Veterans State Grants (JVSG), the cost sharing model is based on the grant employees' proportionate use of the NCWorks Career Center. DWS and WDB will pay a cost per employee housed in the center. The cost per employee will be based on the total infrastructure cost of the NCWorks Career Center, where applicable.

*(Please do not delete any partners from the table. If not applicable, please write N/A)*

<b>WIOA Required Partners</b>	<b>Funding Methodology</b>
WIOA Title I: Adult, Dislocated Worker, and Youth formula programs	Proportionate use – cost per employee
WIOA Title I: Job Corps	Local negotiations or N/A
WIOA Title I: YouthBuild	Local negotiation or N/A
WIOA Title I: Native American programs	Local negotiation or N/A
WIOA I: National Farmworker Jobs Program (NFJP)	Local negotiation or N/A
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program	Proportionate use – cost per employee
WIOA Title III: Trade Adjustment Assistance (TAA) activities	Proportionate use – cost per employee
Jobs for Veterans State Grants (JVSG) programs	
Senior Community Service Employment program (SCSEP)	Local negotiations or NA or State-run programs :The Division distributes 1.5% of the federal funding to local workforce boards that support those counties covered by the SCSEP grant awarded to NC DHHS-Div. of Aging and Adult Services proportionally to the number of employment slots that county received in the award.
Unemployment Compensation (UC) programs	Based on Title I Dislocated Worker formula
Reentry Employment Opportunities (REO) programs (Second Chance Act of 2007)	Local negotiation or N/A
WIOA Title II: Adult Education and Family Literacy Act (AEFLA) program	A calculated amount per participant served is allocated based upon the number of AEFLA participants receiving staff assisted services at a WDB within each provider's service area.
Carl D. Perkins Career and Technical Education programs	A calculated amount per participant served is allocated based upon the number of CTE participants receiving staff assisted services at a WDB within each provider's service area.
WIOA Title IV: Vocational Rehabilitation (VR) Services program	Based on the number of VR clients with IPEs that received NCWorks service in the previous program year. Differences are reconciled in following program year.
Department of Housing and Urban Development Employment and Training programs	Local negotiation or N/A
Services for the Blind	Based on the number of VR clients with IPEs that received NCWorks service in the previous program year. Differences are reconciled in following program year.
Community Services Block Grant (CSBG) programs	CSBG amount is based on 2017 survey of Community Action Agencies, the amount of awarded CSBG identified as being directed to

	employment screening was calculated. In aggregate, employment services accounted for 20% of the CSBG awards. 20% times the state maximum percent of 1.5% = amount to be awarded for infrastructure cost sharing. The amount for infrastructure cost sharing was allocated to counties/agencies based on each their allocation of CSBG funding.
Temporary Assistance for Needy Families (TANF) program	TANF Amount to distribute is determined by county(ies) coding (method of recording expenditures) to WFCBG for Employment Services in SFY 2016-17. The percentage of funding for each county of the total allocation of the TANF Work First County Block Grant (this funding provides dollars for Employment Services Funded with TANF) is applied to the coded expenditure amount.

For additional partners that are not required partners, funds are paid directly to the Local Area WDB based on the partner's proportionate use of the center as outlined in the table below.

*(Insert table for additional partners as applicable)*

#### IV. IFA Modifications

The partners recognize that modifications to the IFA may be necessary during the program year. Any authorized representative of a partner may make a written request for modification. In order to be valid, any modification to the IFA must be in writing, with a 30-day notice, signed, and sent to Division of Workforce Solutions. If Lumber River Workforce Development Board requests a modification, notice will be sent to the partner organization contact and address identified in section V. IFAs shall be reviewed by all partners at least **once per year** as part of the WDB's Local Plan MOU update process. (If partners are unable to reach a consensus and resolve issues related to infrastructure funding during the duration of the MOU, partner contribution defaults to the State Funding Mechanism limits).

#### V. Partner Infrastructure Contributions

For required partners that have a State agency, required infrastructure cost will be transferred to DWS. DWS will then distribute the funds to each WDB based on the methodology agreed on between the agency and the NC Director's Council.

Where DWS needs to contribute funds to a WDB, they will issue a funding authorization for the amount owed which will allow the WDB to draw down those funds as they are needed and will work with the DWS planning unit to generate the Notice of Funds Allocation (NFA) for the entire amount owed to that WDB. WDBs can draw the funds down as needed.

Where the WDB needs to contribute funds to DWS, DWS will issue an invoice, which will provide the required documentation and audit trail, to allow the WDB to draw down the funds and write a check to DWS. The local areas that owe DWS will be invoiced the amount owed and tracked for receipt by the DWS finance unit. (Please do not delete any of the partners from the table). If not applicable, please write N/A).

For partners cost sharing funds not distributed by the DWS, Lumber River Development Board will invoice Partner within 30 days of the signed MOU for infrastructure cost sharing effective July 1, 2019.

NCWorks Partner	Infrastructure Total Share \$	Funded	In kind	Payment	In-kind Description	Partner Contact (Name, Organization, Address, email and phone number)
WIOA Title I: Adult, Dislocated Worker, and Youth formula programs;	\$160,840.89	Yes				Patricia Hammonds, Director LRCOG 30 CJ Walker Road Pembroke, NC 28372 patricia.hammonds@lrcog.org 910-775-9764
WIOA Title I: Job Corps	N/A					
WIOA Title I: YouthBuild	N/A					
WIOA Title I: Native American programs			Yes		Referrals to leverage partner resources	Roderick Locklear, Director LRDA 636 Prospect Rd. Pembroke, NC 28372 rlocklear@lumbee.org (910) 521-9761
WIOA Title I: National Farmworker Jobs Program (NFJP)	\$8,770.41			Yes		Suzanne Orozco, Executive Director Telamon Corporation 5560 Munford Rd. Suite 201 Raleigh, NC 27612 sorozco@telemon.org 910-239-8116
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program; Trade Adjustment Assistance (TAA) activities; Jobs for Veterans State Grants (JVSG) programs	\$343,204.51	Yes				Chief Deputy Secretary Crabill NC Department of Commerce 301 North Wilmington Street Raleigh, North Carolina 27601-1058
Unemployment Compensation (UC) programs	\$39,114.37	Yes				
Senior Community Service Employment program (SCSEP)	\$5,409.00					Kathryn A. Lanier, Section Chief Division of Aging and Adult Services NCDHHS 2101 Mail Service Center Raleigh, NC 27699-2101 <a href="mailto:Kathryn.Lanier@dhhs.gov">Kathryn.Lanier@dhhs.gov</a> 919-855-3429
Reentry Employment Opportunities (REO) programs (Second Chance Act of 2007)	N/A					
WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs	\$683.00					Gilda Rubio-Festa Associate VP College and Career Readiness, NC State Director Adult Education NC Community College System Office <a href="mailto:rubio-festag@nccommunitycolleges.edu">rubio-festag@nccommunitycolleges.edu</a> 919-807-7132
Carl D. Perkins Career and Technical Education programs	\$1,144.00					Amanda Lee, President Bladen Community College PO Box 266 Dublin, NC 28332 <a href="mailto:alee@bladenc.edu">alee@bladenc.edu</a> 910-879-5502



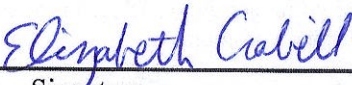
					<p>William Dale McInnis, President  Richmond Community College  1042 W. Hamlet Ave  Hamlet, NC 28345  <a href="mailto:wdmcinnis@richmond.cc.edu">wdmcinnis@richmond.cc.edu</a>  910-410-1700</p> <p>William Findt, Interim President  Robeson Community College  5160 Fayetteville Rd., NC 28360  <a href="mailto:wfindt@robeoncc.edu">wfindt@robeoncc.edu</a>  910-272-3700</p> <p>John R. Dempsey, President  Sandhills Community College  3395 Airport Road  Pinehurst, NC 28374  <a href="mailto:dempseyj@sandhills.edu">dempseyj@sandhills.edu</a>  910-692-6185</p>
WIOA Title IV: Vocational Rehabilitation (VR) Services program	\$7,551.00				<p>Alma Price Taylor, Regional Director  North Carolina Division of Vocational Rehabilitation, North Carolina Department of Health and Human Services  112 Dennis Drive  Sanford, NC 27330  <a href="mailto:alma.taylor@dhhs.nc.gov">alma.taylor@dhhs.nc.gov</a>  919-775-4283</p>
Department of Housing and Urban Development Employment and Training programs	N/A				
Community Services Block Grant (CSBG) programs	\$2,970.00				<p>Richmond County:  Nina Walker, Executive Director  340 Commerce Ave. Suite 20  Southern Pines, NC 28387  <a href="mailto:nina.walker@nc.rr.com">nina.walker@nc.rr.com</a>  910-947-5675</p> <p>Bladen, Hoke, Robeson &amp; Scotland County:  Ms. Ericka Whitaker, Executive Director  PO Box 1025  Lumberton, NC 28359  <a href="mailto:whitakej@scfscnc.org">whitakej@scfscnc.org</a>  910-277-3500</p>
Temporary Assistance for Needy Families (TANF) program	\$4,142.00				<p>Bladen County DSS  Vickie K. Smith, Director  PO Box 369  Elizabethtown, NC 28337  <a href="mailto:vsmith@bladenco.org">vsmith@bladenco.org</a>  910-862-6858</p> <p>Hoke County DSS  Terry Stanton, Director  PO Box 340  Raeford, NC 28376  <a href="mailto:tstanton@hokecounty.org">tstanton@hokecounty.org</a>  910-875-8725</p>

						<p>Richmond County DSS  Robby Hall, Director  PO Box 518  Rockingham, NC 28380  <a href="mailto:robby.hall@richmondnc.com">robby.hall@richmondnc.com</a>  910-997-8480</p> <p>Robeson County DSS  Velvet Nixon, Director  120 Glen Cowan Road  Lumberton, NC 28360  <a href="mailto:velvet.nixon@dss.co.robeson.nc.us">velvet.nixon@dss.co.robeson.nc.us</a>  910-671-3500</p> <p>Scotland County DSS  April Snead, Director  PO Box 1647  Laurinburg, NC 28353  <a href="mailto:asnead@scotlandcounty.org">asnead@scotlandcounty.org</a>  910-277-2500</p>
Division of Services for the Blind (DSB)	\$454.00					<p>Division of Services for the Blind  Betty C. Gholston, Chief Field Services  309 Ashe Avenue/Fisher  Raleigh, NC 27699-2601  <a href="mailto:bettygholston@dhhs.nc.gov">bettygholston@dhhs.nc.gov</a></p>


#### VI. Term of Agreement

This Agreement will remain in effect from July 1, 2019 to June 30, 2020. It shall be reviewed by the parties as necessary or at least once per year as part of the WDB's Local Plan update.

**VII. Signatures-** Note- Please note the status of any missing signatures (i.e., forthcoming, cannot obtain, refused to sign, etc.) and do not leave signature blocks blank.

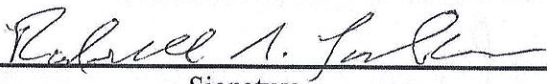
**Elizabeth Crabill**  11/14/2020  
Printed Name Signature Date

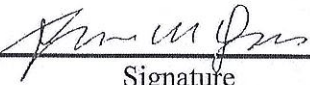
Representing:  
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program  
Trade Adjustment Assistance (TAA) activities  
Jobs for Veterans State Grants (JVSG) programs  
Unemployment Compensation (UC) programs

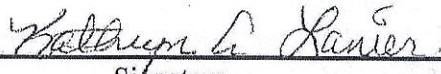
**Patricia Hammonds**  11/27/19  
Printed Name Signature Date  
Representing: WIOA Title I: Adult, Dislocated Worker, and Youth Formula programs

**N/A**  
Printed Name Signature Date  
Representing: WIOA Title I: Job Corps programs

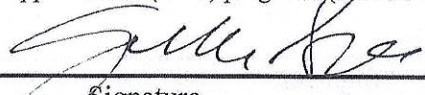
**N/A**  
Printed Name Signature Date  
Representing: WIOA Title I: YouthBuild program

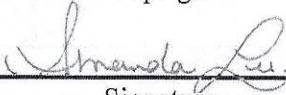
**Roderick Locklear**  12/10/19  
Printed Name Signature Date  
Representing: WIOA Title I: Native American programs

**Suzanne Orozco**  12/1/2019  
Printed Name Signature Date  
Representing WIOA Title I: National Farmworker Jobs Program (NFJP)

**Kathryn A. Lanier**  10/16/19  
Printed Name Signature Date  
Representing: Senior Community Service Employment program (SCSEP)

**N/A**  
Printed Name Signature Date  
Representing: Reentry Employment Opportunities (REO) programs (Second Chance Act of 2007)

**Gilda Rubio-Festa**  11/30/19  
Printed Name Signature Date  
Representing: WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs  
Carl D. Perkins Career and Technical Education programs

**Amanda Lee**  10.15.19  
Printed Name Signature Date  
Representing:  
WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs (Bladen Community College)  
Carl D. Perkins Career and Technical Education programs

**William Dale McInnis**

Printed Name

Signature

Date

Representing:

WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs (Richmond Community College)  
Carl D. Perkins Career and Technical Education programs

**Melissa Singler**

Printed Name

Signature

Date

Representing:

WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs (Robeson Community College)  
Carl D. Perkins Career and Technical Education programs

**John Dempsey**

Printed Name

Signature

Date

Representing:

WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs (Sandhills Community College)  
Carl D. Perkins Career and Technical Education programs

**Alma Price Taylor**

Printed Name

Signature

Date

Representing: WIOA Title IV: Vocational Rehabilitation (VR) Services program

**Betty Gholston**

Printed Name

Signature

Date

Representing: WIOA Title IV: Services for the Blind

**Nina Walker**

Printed Name

Signature

Date

Representing: Community Services Block Grant (CSBG) programs (Richmond County)

**Ericka Whitaker**

Printed Name

Signature

Date

Representing: Community Services Block Grant (CSBG) programs (Bladen, Hoke, Robeson, Scotland County)

**Vickie Smith**

Printed Name

Signature

Date

Representing: Temporary Assistance for Needy Families (TANF) program (Bladen County)

**Terry Stanton**

Printed Name

Signature

Date

Representing: Temporary Assistance for Needy Families (TANF) program (Hoke County)

**Robby Hall**

Printed Name

Signature

Date

Representing: Temporary Assistance for Needy Families (TANF) program (Richmond County)

April Snead      April Snead      10-17-2019  
Printed Name      Signature      Date  
Representing: Temporary Assistance for Needy Families (TANF) program (Scotland County)

Velvet Nixon      Velvet Nixon      12/2/19  
Printed Name      Signature      Date  
Representing: Temporary Assistance for Needy Families (TANF) program (Robeson County)

Patricia Hammonds      Patricia Hammonds      11/27/19  
Printed Name      Signature      Date  
Lumber River Workforce Development Board Director

# Workforce Innovation and Opportunity Act of 2014

July 1, 2020 – June 30, 2021

## Infrastructure Funding Agreement Signatory Page

Lumber River

**Local Workforce Development Area Name**

We affirm that the Local Area Workforce Development Board (WDB) and the Chief Elected Official of the Local Area, in partnership, have developed and now submit this Local Infrastructure Funding Agreement in compliance with the provisions of the Workforce Innovation and Opportunity Act of 2014 and instructions issued by the Governor under authority of the Act.

12/10/19

Submission Date

**Workforce Development Board  
Chair**

Jay Todd

Typed or Printed Name

**Chief Elected Official**

James Leach

Typed or Printed Name

**Chief Operating Officer**

Typed or Printed Title

Jay Todd

Signature

**Hoke County Commissioner**

Typed or Printed Title

James Leach

Signature

12/10/19

Date

12/10/19

Date



Thomas Pulickal 1.0

ALERT: SAM.gov will be down for scheduled maintenance Saturday 07/13/2019, from 8:00 AM to 1:00 PM (EDT).

ALERT: CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When your registration is assigned a Technician, you will be contacted by CAGE, if necessary, for any additional information.

## Entity Dashboard

LUMBER RIVER COUNCIL OF GOVERNMENTS  
DUNS: 138846493    CAGE Code: 6C2Q4  
Status: Active  
Expiration Date: 07/08/2020  
Purpose of Registration: Federal Assistance Awards Only

30 CJ WALKER RD  
PEMBROKE, NC, 28372-7340,  
UNITED STATES

Entity Overview

Entity Registration

Core Data

Assertions

Reps & Certs

POCs

Reports

Service Contract Report

BioPreferred Report

Exclusions

Active Exclusions

Inactive Exclusions

### Entity Registration Summary

DUNS: 138846493  
Name: LUMBER RIVER COUNCIL OF GOVERNMENTS  
Business Type: US Local Government  
Last Updated By: Thomas Pulickal  
Registration Status: Active  
Activation Date: 07/09/2019  
Expiration Date: 07/08/2020

### Exclusion Summary

Active Exclusion Records? No

# **Lumber River Workforce Development Consortium Agreement**

## **ARTICLE I. TITLE AND PURPOSE**

The contiguous units of local government listed below agree to establish a consortium to act jointly as a local Workforce Development Area under the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 as enacted July 22, 2014. This consortium shall be known as the **Lumber River Workforce Development Consortium**.

## **ARTICLE II. MEMBERSHIP**

The Consortium shall be composed of the following independent and contiguous units of general purpose local government:

- A. County of **Bladen**
- B. County of **Hoke**
- C. County of **Richmond**
- D. County of **Robeson**
- E. County of **Scotland**

## **ARTICLE III. CERTIFICATION OF AUTHORITY**

### **1. AUTHORITY UNDER STATE AND LOCAL LAW**

The member units of government certify that they possess full legal authority, as provided by state and local law, to enter into this agreement and to fulfill the legal and financial requirements of operating as a local Workforce Development Area under the Workforce Innovation and Opportunity Act for the entire geographic area covered by this agreement.

### **2. SPECIFIC RESOLUTIONS TO ENTER INTO AGREEMENT**

A copy of each duly executed resolution giving the respective counties specific authority to enter into this consortium agreement will be attached to this document and are incorporated herein by reference.

### **3. DESIGNATION OF CHIEF ELECTED OFFICIALS FROM EACH MEMBER UNIT OF GOVERNMENT**

Each member unit of government designates as ‘chief elected official’ for Workforce Innovation and Opportunity Act purposes, upon whose representations the State, the Workforce Development Board, the administrative entity and the other member units may rely, the duly elected Chairman or representative of each respective County Board of Commissioners. Such person shall be the signatory of this agreement and shall be authorized to execute such other agreements as are necessary for Workforce Innovation and Opportunity Act purposes.

### **4. DESIGNATION OF CHIEF ELECTED OFFICIAL FOR LOCAL WORKFORCE DEVELOPMENT AREA**

The five Consortium members shall elect a Consortium Chairman from among themselves who will serve as the “chief elected official” for the Service Delivery Area. The Consortium Chairman shall be authorized to exercise the functions of the local area chief elected official which are required under the Workforce Innovation and Opportunity Act.



#### **ARTICLE IV. DESIGNATION OF ADMINISTRATIVE /FISCAL AGENT FOR WORKFORCE INNOVATION AND OPPORTUNITY ACT**

The Lumber River Council of Governments shall be the administrative/fiscal agent pursuant to Section 107(d)12(B)(i) of the Workforce Innovation and Opportunity Act and shall disburse funds for workforce activities at the discretion of the WDB.

#### **ARTICLE V. PROCEDURAL MATTERS**

Except as otherwise set forth in this Agreement, with respect to approval of matters concerning the administration of the Workforce Innovation and Opportunity Act, the vote of a majority of the total number of members of the Consortium Board shall be required for action of the Consortium. The members of the Consortium Board shall be entitled to vote only if in attendance at the meeting and no voting by proxies shall be allowed; provided, however, that the Consortium Board may take action without a meeting and with or without notice if said action is in writing and signed by all members of the Consortium Board and provided further that a meeting may be duly conducted by conference telephone or other similar means if all Board members participating in the meeting are able to hear each other. Meetings of the Consortium Board may be called by the “chief elected official” or by any two Board members. Except for action taken by unanimous written consent as referred to above, notice of any meeting of the Consortium board shall be given at least five (5) days prior to said meeting, which notice shall be in writing and shall state the purpose of said meeting and which notice shall be deemed to have been given upon the mailing of such notice by regular mail; provided, however, that the “chief elected official” in his discretion may call an emergency meeting by causing the giving of telephonic notice of not less than twenty-four (24) hours, which notice shall state the purpose of said meeting.

#### **ARTICLE VI. DURATION**

This agreement will become effective on the date of the last chief elected official’s signature and shall continue in effect until the local Workforce Development Area is re-designated by the Governor of North Carolina or by termination of this Agreement by a member unit of government as provided for in Article XI.

#### **ARTICLE VII. ASSURANCES AND CERTIFICATIONS**

The member units will comply with the requirements of the Workforce Innovation and Opportunity Act, and regulations promulgated thereunder, all other applicable federal regulations, the statutes of the State of North Carolina, and, written directives and instructions relevant to local workforce development area operation from the Governor of North Carolina or his/her designee.

#### **ARTICLE VIII. FINANCING**

1. It is anticipated that funding necessary to implement this agreement will be derived from federal grant funds received through the Governor.
2. The units of local government acknowledge that they are jointly and severally accountable for liabilities arising out of activities under the Workforce Innovation and Opportunity Act, and all funds received by the local workforce development area pursuant to WIOA. Liability includes, but is not limited to, responsibility for prompt repayment from non-program funds of any disallowed costs by the administrative entity of the local workforce development area, or any of its sub-recipients or contractors, or the Workforce Development Board.

3. Any entity or joint agency created or designated by this local workforce development area, including the Workforce Development Board, and Administrative Entity, shall be considered a public agency for the purposes of the Local Government Budget and Fiscal Control Act.

#### **ARTICLE IX. ESTABLISHMENT OF A WORKFORCE DEVELOPMENT BOARD**

The member units of government agree that the Workforce Development Board shall be established in accordance with Section 107 of the Workforce Innovation and Opportunity Act and applicable State of North Carolina laws including G.S. 143B-438.11.

The Lumber River Workforce Development Board shall consist of a minimum of **30** members. The chief elected official, as noted in Article III. 4., shall appoint members of the Workforce Development Board from among persons nominated in accordance with the Workforce Innovation and Opportunity Act.

The initial terms of half of the members of the Workforce Development Board shall expire on June 30, 2017, and the initial terms of the remaining members shall expire on June 30, 2018. Thereafter, all terms of service for all members of the Workforce Development Board shall be for two (2) years. Members may be re-appointed at the discretion of the appointing county commissioner. Replacements will be determined by the category being filled in order to comply with law and maintain a balanced representation between the private and public sectors.

#### **ARTICLE X. APPOINTMENT OF PERSONNEL**

Appointment of personnel shall be as described in the Lumber River Workforce Development Board/Chief Elected Official Agreement; however, as the administrative/fiscal agent for the Workforce Innovation and Investment Act, the Lumber River Council of Governments is designated to hire personnel under its contractual arrangements involving the WIOA.

#### **ARTICLE XI. REAL PROPERTY, EQUIPMENT AND SUPPLIES**

The Lumber River Workforce Development Consortium will follow all Workforce Innovation and Opportunity Act requirements governing the title, use and disposition of real property, equipment and supplies purchased with federal funds,

#### **ARTICLE XII. CONFLICT RESOLUTION**

1. The Lumber River Workforce Development Board and the Counties (Bladen, Hoke, Richmond, Robeson and Scotland) are two equal partners with joint responsibility for proper and successful employment and training performance within the Service Delivery Area. As such, disputes between the parties shall be resolved by mutually satisfactory negotiation between equals.
2. If negotiation is unsuccessful, the following binding conflict resolution process shall be used. A Resolution Committee will be formed with one member designated by the Workforce Development Board and a second member designated by the Counties. The two members so chosen shall designate a third member. If the two parties cannot agree on a third designee, the Workforce Development Administrator shall select the third member. The Resolution Committee will promptly meet to discuss and resolve by majority vote any dispute. Any decision shall not violate the Charters of the member governments. Decisions of the Resolution Committee shall be rendered within 30 days after the Committee is appointed and shall be binding upon the Workforce Development Board and the Counties.

3. Disputes between the Counties shall be resolved by a majority vote of the Counties, each County having one (1) vote.

### ARTICLES XIII. AMENDMENTS

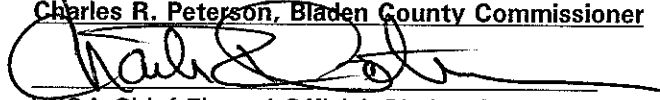
The agreement may be amended at any time upon the consent of all of the parties as evidenced by resolution of the governing bodies of each member government and as approved by the State.

### ARTICLE XIV. TERMINATION

The parties to this agreement may request termination at any time upon six months prior written notice, such termination to be effective when the Governor considers local Workforce Development Area re-designations or at the end of the then current grant administration agreement program year.

#### BLADEN COUNTY:

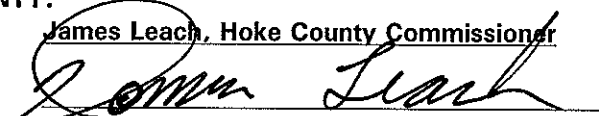
BY: Charles R. Peterson, Bladen County Commissioner

  
WIOA Chief Elected Official, Bladen County

6/14/18  
Date

#### HOKE COUNTY:

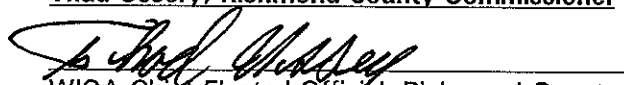
BY: James Leach, Hoke County Commissioner

  
WIOA Chief Elected Official, Hoke County

6/14/18  
Date

#### RICHMOND COUNTY:

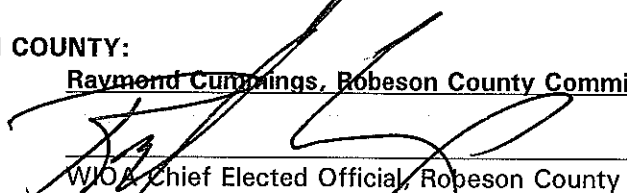
BY: Thad Ussery, Richmond County Commissioner

  
WIOA Chief Elected Official, Richmond County

6/14/18  
Date

#### ROBESON COUNTY:

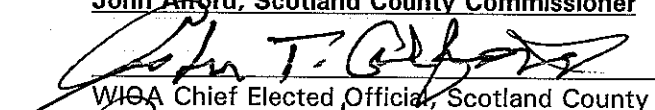
BY: Raymond Cummings, Robeson County Commissioner

  
WIOA Chief Elected Official, Robeson County

6-14-18  
Date

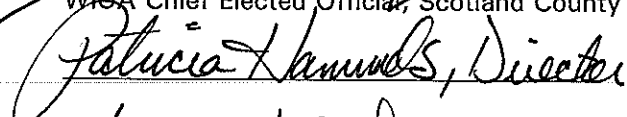
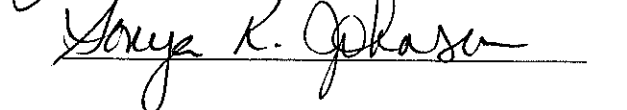
#### SCOTLAND COUNTY:

BY: John Afford, Scotland County Commissioner

  
WIOA Chief Elected Official, Scotland County

6/14/18  
Date

ATTEST:

6/14/18  
Date

6/14/18  
Date

## **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's Responsibilities.

**(Before completing this certification, read the instructions on the following page which are an integral part of the certification.)**

- 1) The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:
  - a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) have not within a three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

David Richardson, Executive Director  
Printed Name and Title of Authorized Administrative Entity Signatory Official

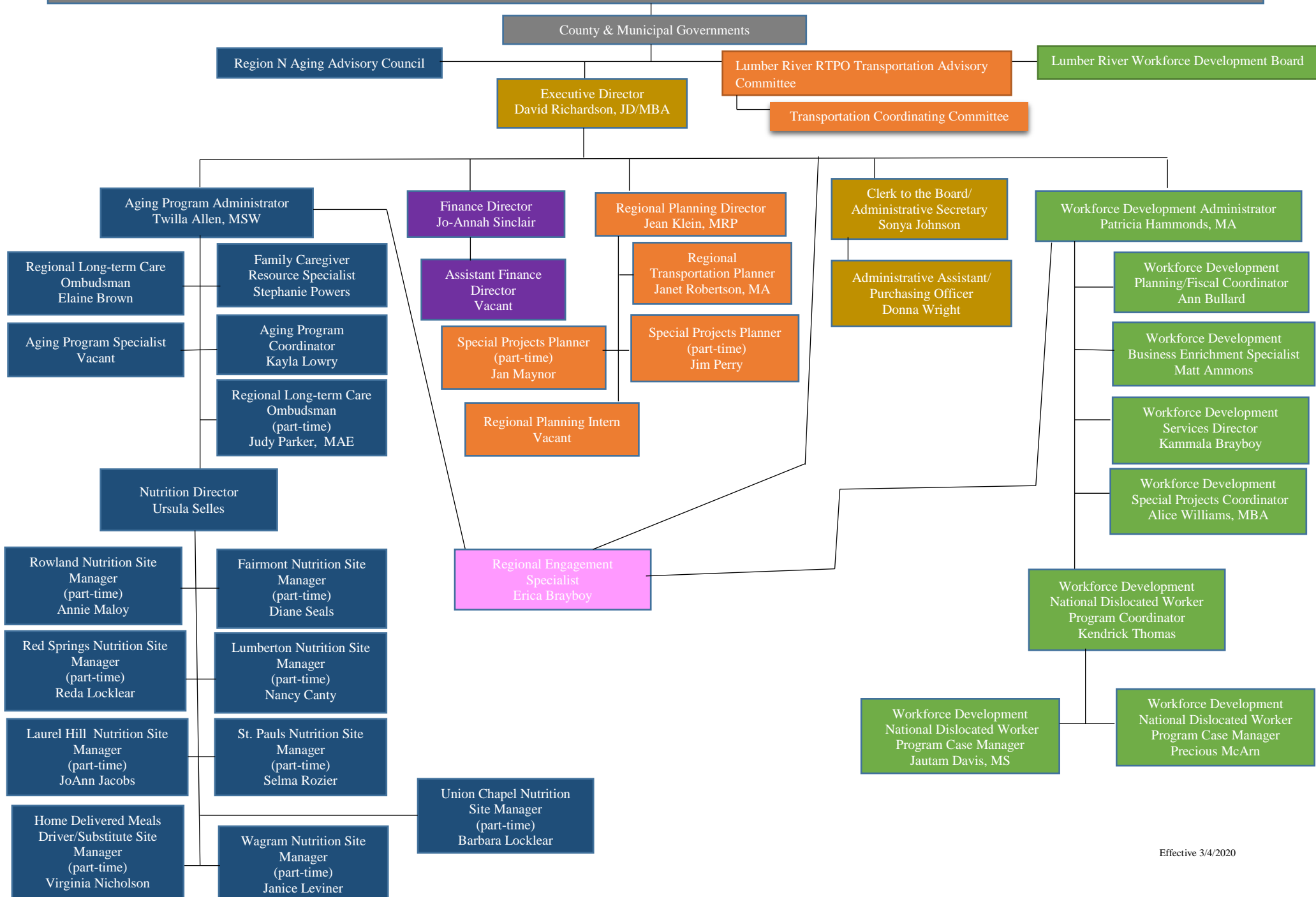
David Richardson  
Signature

May 18, 2020  
Date

### **Instructions for Certification**

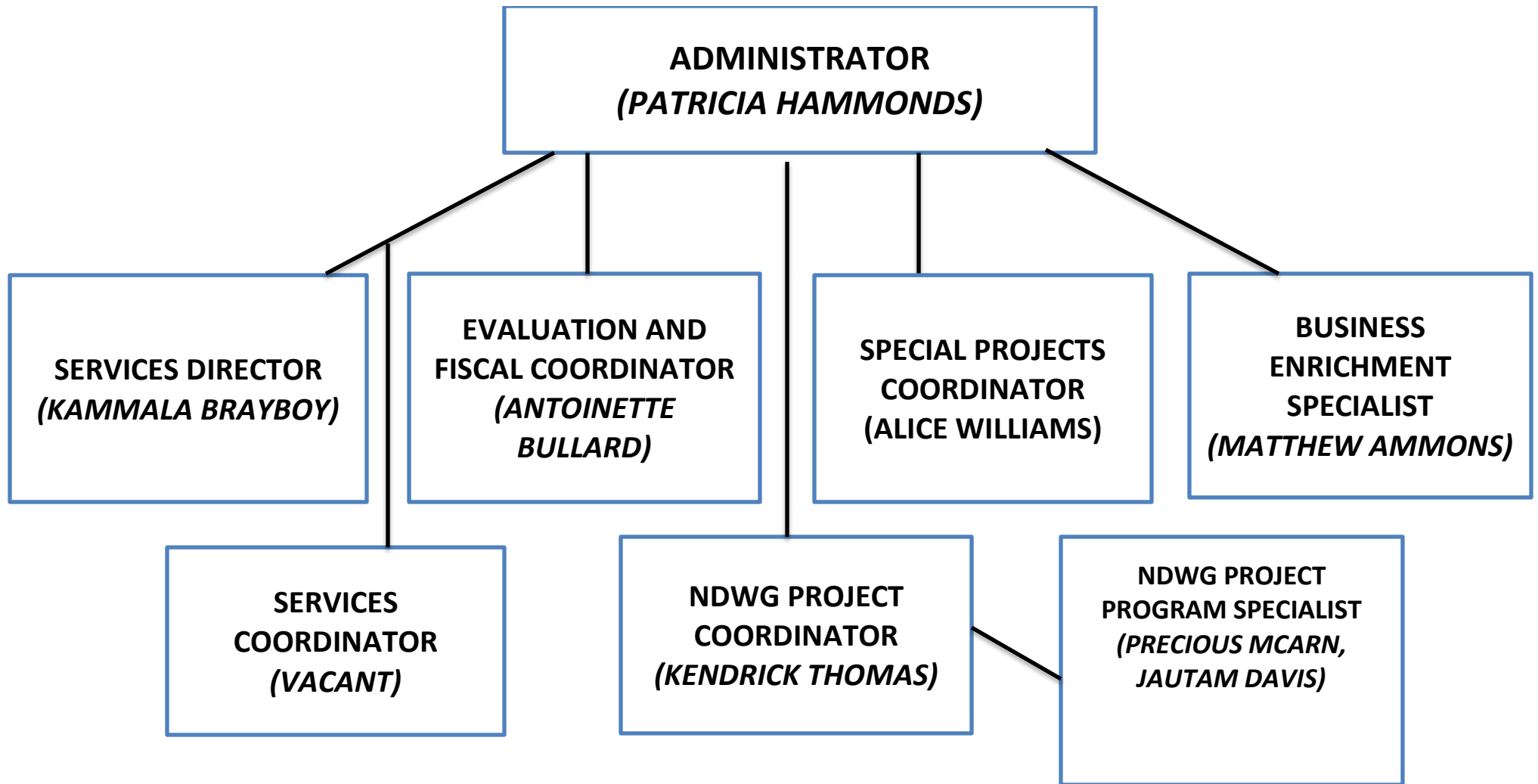
1. By signing and submitting the certification signature page with this proposal, the prospective primary participant is providing the certification set out above.
2. The inability of a person to provide the certification required above will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out above. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participants, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

# Lumber River Council of Governments



**LUMBER RIVER COUNCIL OF GOVERNMENTS (LRCOG)**  
**WORKFORCE DEVELOPMENT DIVISION (WDD)**

Updated April 27, 2020



# **Lumber River Workforce Development Board**

## **Integrated Services Delivery**

### **Policy & Procedures**

The Lumber River Workforce Development Board has adopted the Integrated Services Delivery System as outlined in the *Framework for the Re-Engineering North Carolina Workforce Delivery System* by N.C. Division of Workforce Solutions. As a result each One-Stop Center in the Lumber River Local Area must implement the procedures as listed below.

#### **Policy:**

##### **Integrated Service Customer Pool:**

###### **All Centers will:**

- Provide an overview of Center services/Orientation to Center/Assessment of customers (including jobseekers and employers)
- Provide one-on-one services to include assisting customers with Wagner-Peyser (WP) registration services by the Welcome Function
- Enroll all center customers in Wagner Peyser (WP) Basic Career Services by the Welcome Function at initial visit
- Enroll all Trade Adjustment Assistance customers in Wagner-Peyser (WP) Basic Career Services
- Enroll all Unemployment Insurance (UI) customers in Wagner-Peyser (WP) Basic Career Services
- Evaluate the job seeker service needs/barriers to employment and refer to appropriate Function
- Evaluate the employer service needs and refer to appropriate Function

#### **Procedures:**

##### **Integrated Service Customer Flow:**

###### **Four Major Components:**

- 1) Initial customer welcome with immediate response to customer need(s) fulfilled by cross-trained functional staff; with customer's access to all available services provided in the product box
- 2) Provide staff-assisted services and promote Center services in the Skills Development and Employment Function



- 3) Continuously provide services to customers until customer's goal(s) has been achieved
- 4) Provide staff assisted services to employers to ensure that employer needs are met

**Component #1: Initial customer welcome with immediate response to customer need(s) fulfilled by cross-trained functional staff with customer's access to all available services provided in the product box.**

All first time customers will have a one-on-one welcome meeting with a Center "Greeter"; The meeting will include (at a minimum) the following components:

- a) All customers will be greeted with a sincere and genuine, "Good Morning" or "Good Afternoon", "How may we be of assistance to you today?"
- b) Determine what brought the customer to the Center today and conduct a brief/concise initial assessment of the customers' need(s);

Customers will then be referred to the Welcome Function Team to receive the following services:

- c) Provide a brief overview of Center services and orientation to the Center
- d) Offer/promote additional one-on-one services during initial visit; staff assisted Wagner-Peyser (WP) enrollment online
- e) Enroll customer in the WP Basic Career Services at initial visit to the Center; capture the Center orientation services in WP
- f) Based upon assessment, refer to Skills Development or Employment Functional staff

**Component #2: Provide staff-assisted services and promote Center services in the Skills Development and Employment Function.**

Upon completion of the welcome function, customers will be referred to the skills development staff for an approved initial skills assessment, with access to a wide range of skill development services to include options to improve their employment opportunities through skills upgrading, skills validation and credentialing:

- a) All customers will have a one-on-one assessment completed in the skills development to determine job readiness skills of customers; additional services offered through the product box will be scheduled if applicable
- b) All functional staff will be cross-trained to assist/facilitate/schedule all customers in all services in the product box
- c) All services will be captured in *NCWorks Online* under WP Basic Career Services as appropriate
- d) WIOA staff will ensure program eligibility prior to enrollment in WIOA Title I Individualized Career or Training services

- e) Customers will be given immediate access to a wide range of short-term skill development opportunities through multiple service delivery methods
- f) Determine appropriate referral, if applicable

**Component #3: Continuously provide services to customers until customers' goal(s) has been achieved.**

All staff will be customer-focused and emphasize staff-assisted services. Center services of the product box will be continuously promoted and provided until customer's goal(s) has been met:

- a) All Center "product box" services will be easily accessible to all customers
- b) All staff will schedule services from the "product box" for all customers at every center visit and until the customer's employment goal is achieved
- c) All customers will have the opportunity to assess their skills, improve their skills, and obtain the best job possible with their skills
- d) Customers will have the opportunity to enroll in approved WIOA Title I Individualized or Training services if all eligibility requirements are met
- e) All services will promote entered employment as the desired outcome

**Component #4: Provide staff assisted services to employers to ensure needs are met.**

All staff will be employer-focused and emphasize staff-assisted services. Center services of the product box will be continuously promoted and provided until employer's goal(s) has been met:

- a) All Center "product box" services will be easily accessible to all employers
- b) Employer Function Team will assist employers with registrations and posting job vacancies in *NCWorks Online*
- c) Employer Function Team will assist with specialized recruitment (Veterans, Title V, Migrant Seasonal Farm Workers (MSFW) and Youth)
- d) Employer Function Team will properly recruit/screen/refer qualified applicants
- e) All Center staff will market Center services
- f) Determine appropriate employer referral, if applicable

**Customer Flow Chart:** Please reference to Attachment A

## PRODUCT BOX

The Product Box consists of services available at each Center for the job-seeker and employer.

### **Employer Sponsored Skills**

- OJT
- Work Experience
- Applicant Screening
- Job fair
- TRA/TAA
- Technical Assistance
- Resource Guide
- Labor Market Information
- Dedicated Business Services Representative

### **Job Getting and Job Readiness Services**

- WorkKeys Assessment/Career Readiness Certification
- WorkKeys Assessment Enhancement
- Job Readiness Services (Employment Application completion, Resume Prep, Soft Skills, Interviewing, Work Ethics, Job Search/Placement)
- Transitional Services

### **Skill Development and Improvement Services**

- Professional Development
- Basic Skills Assessment/Enhancement
- Adult Basic Education/ GED Prep
- Upgraded Technology
- Information on Upgrading Skills
- Special Services to Disabled
- Supportive Services Information

### **Occupational Training Services**

- Career Planning/Counseling
- Customer Service Skills
- Occupational Skills Training
- Customized training

### **Specialty Programs Available at Each Center**

Each center must have an available listing of other programs provided on-site. Being able to provide a link to Partner Services (DSS, Community Colleges, Universities, Vocational Rehabilitation, Veterans, etc.)

## **Job Descriptions for Integrated Center Staffing:**

### **Center Manager/Functional/Formal Leader:**

Responsible for the overall supervision of the Center, without regards to the program that funds an individual staff member and will focus on day-to-day supervision of service delivery efforts. The Center Manager will also perform the formal leadership responsibilities for the employer of record.

#### **Functional Leader**

- Create daily work schedules, team assignments and work flow based upon operational needs
- Coordinates staff vacations/unscheduled absences with the formal leader to ensure service coverage by Center staff
- Ensures staff are properly trained/provided technical assistance as needed
- Provides constructive feedback to team staff regarding duties
- Maintains open communication among the other functional leaders and all staff in the Center to facilitate efficient and effective Center operations
- Provides input to the formal leader on the work performance of staff under their direct report
- Notifies the formal leader immediately of any staff leave requests or unexcused absences, disciplinary needs, or changes in employee status
- Demonstrates effective leadership throughout the Center by identifying and facilitating timely resolution of complaints, problems, and any other issues
- Provides and/or contributes reports of Center activities as requested by Lumber River WDB and DWS

#### **Formal Leader- (Only for DWS Center staff under their direct report):**

- Exhibit practical and strategic planning to ensure DWS programs are integrated locally
- Provide direct oversight and administration for planned activities to align with Center Certification goals and ensure DWS program priorities are met
- Plan, Coordinate, and participate in public activities/efforts to increase awareness of Center Certification products and services with focus on customer satisfaction feedback
- Responsible for all personnel information or actions of DWS Center staff
- Conducts performance appraisals and disciplinary actions for Center DWS staff
- Approves payroll records, travel requests and reimbursement
- Approves and assists with procurement and other fiscal matters that obligate State or federal funds under their report
- Coordinate with Lumber River WDB and Regional Manager on all activities of the Center

**Welcome Function:**

Responsible for providing prompt, courteous engagement of customers to initially assess skills and needs of all customers. Accurately direct all customers to the appropriate services and opportunities

**Job Duties:**

- Promptly greet all customers in a courteous and professional manner upon entrance at Center providing an overview of Center services and Orientation to Center
- Accurately and efficiently determine customer's need(s)
- Possess and show proficiency and a thorough understanding of Center services and resources
- Engage with customers to begin initial assessment of skills/ needs and make accurate assessments of customer abilities and need(s)
- Enroll all customers in Wagner Peyser (WP) Basic Career Services at initial visit
- Provide thorough and accurate input of customer data into *NCWorks Online* and ensure data integrity
- Demonstrate definitive and proportional effort in serving total customer flow
- Answer telephone in a prompt, courteous and professional manner; determine the purpose of call; monitor "hold" times, answer general questions; take messages and deliver to appropriate staff
- Respond to all voice mails within a 24 hour time frame; if applicable

**Skills Development Function:**

Provide all customers with quality skill development information and assistance to improve the employability of all customers

**Job Duties:**

- Provide all customers with quality, thorough and knowledgeable assessment of customer skills, aptitudes, interest and supportive service needs
- Develop a quality service strategy for customers with appropriate career goals and detailed plan steps
- Make a demonstrable and proportionate number of referrals to in-house workshops, training activities or partner services
- Maintain full data integrity for eligibility items, case notes, etc for all interactions

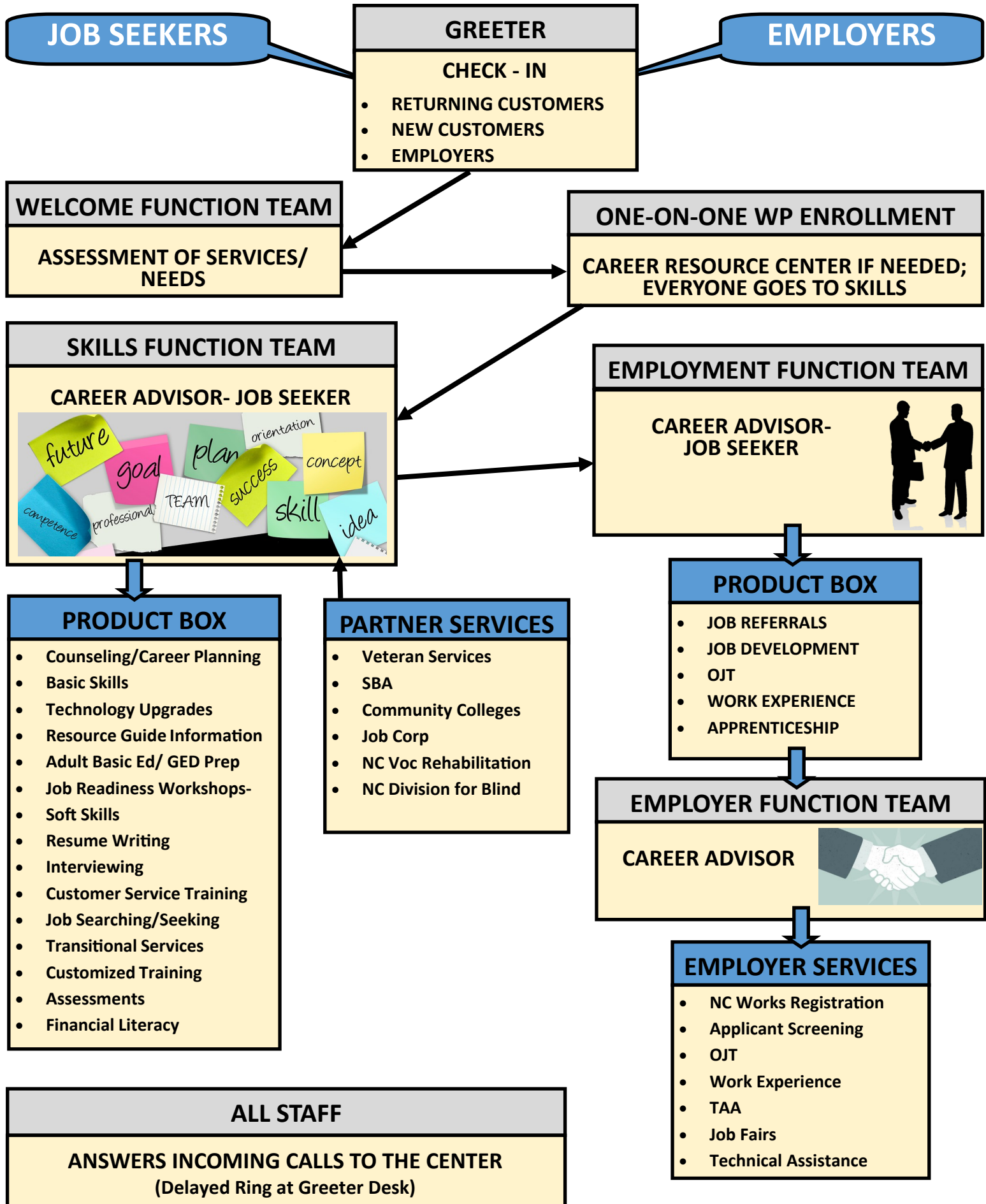
**Employer Function:**

Responsible for providing all customers with high quality job search assistance and referrals to employment and to provide high quality of service to employers in the service delivery area to market all services and programs offered through the Center.

**Job Duties:**

- Provide customers with high quality and well matched job search assistance
- Demonstrate quality job referrals as related to employer requirements
- Exhibit focus on finding employment opportunities for customers via proportionate number of Entered Employments and Percentage of customers employed due to direct job referral
- Accurately and timely acquire and input job order requirements from employers
- Develop and maintain relationships with employers in service delivery area
- Develop job leads and contacts
- Establish a rapport with employers to promote services of the Center
- Ensure data input into *NCWorks Online* accurately reflects employer's needs and requirements
- Deliver timely job order follow up to employers and provide quality information to businesses on how to self-serve using *NCWorks Online*.
- Demonstrate a proportionate level of job order intake and specific employer related servicing, including workshops to focus on product box services

# FUNCTIONAL AREAS & PROCESS FOR SCOTLAND/ROBESON/RICHMOND WORKFORCE CENTER



# FUNCTIONAL AREAS & PROCESS FOR BLADEN/HOKE COUNTY WORKFORCE CENTER

## GREETER

Screen and Direct Customers for Services

## CRC

SELF SERVICE  
JOB SEARCH/REGISTRATION

## WELCOME FUNCTION TEAM

PROVIDE CUSTOMERS WITH AN OVERVIEW OF FACILITY/PARTNERS AND SERVICES

## ORIENTATION TEAM (NEW CUSTOMERS)

- Provide Customers Information for Career Direction
- Center Orientation Workshop
- Resource Orientation Guide/Brochures
- Program Enrollment (Wagner-Peyser)

## SKILLS ASSESSMENT REPRESENTATIVE (RETURNING CUSTOMERS)

- Provide Customers with non-intensive skills
- Resume Preparation Assistance
- Interview Skills Development
- Career Exploration and Job-seeking Workshop
- Job Retentions Skills Workshop
- Veterans Services
- Resource Referrals (DSS/Housing/Health Dept./ VR)
- Transportation Referral
- Program Enrollment (Wagner-Peyser/WIOA Title I)
- Former Offender Services

## JOB READY

- Job Referrals
- Job Development
- Contacts
- Apprenticeship

## PARTNER SERVICES

- Community College/University
- DSS (Food & Nutrition & Work First)
- GATE
- Housing
- Job Corps
- LRDA
- NC Division of the Blind
- NC Indian Affairs
- Senior Aide
- Telamon
- Veterans Services

## INDIVIDUALIZED/TRAINING SERVICES

### WIOA

- Dislocated Worker
- Youth
- School
- OJT
- Work Experience
- Re-Employment

### TAA OR TRA

- School
- Re-Employment

## EMPLOYER RELATIONS

- Job Fairs
- Technical Services
- Business Service Rep
- Employer Visits
- Employer Workshops
- Trained/ Skilled Labor Pool

## EMPLOYER

- Jobs and Careers

