

## **CHAPTER 4: OPERATING SYSTEMS AND POLICIES**

### *Chapter 4, Section B – Local Policies and Agreement Attachments*

- 1. Chief Elected Official (CEO) Functions and Agreement Between Multiple Chief Elected Officials (WIOA Policy Chapter 1, Section 2)*
- 2. Chief Elected Official Delegation of Authority and Acknowledgment of Financial Liability (WIOA Policy Chapter 1, Section 3)*
- 3. Local Workforce Innovation Board (LWIB) Certification and Recertification Requirements (WIOA Policy Chapter 1, Section 5)*
- 4. One-Stop Operator Procurement (WIOA Policy Chapter 1, Section 7)*
- 5. Career Planning (WIOA Policy Chapter 4, Section 2)*
- 6. General Follow-Up Services (WIOA Policy Chapter 4, Section 3)*
- 7. Selective Service Registration Requirements (WIOA Policy Chapter 5, Section 1.1)*
- 8. Youth Eligibility (WIOA Policy Chapter 5, Section 4)*
- 9. Service Priorities (WIOA Policy Chapter 5, Section 6)*
- 10. Veterans' Priority of Service Requirements (WIOA Policy Chapter 5, Section 7)*
- 11. Individual Training Accounts (WIOA Policy Chapter 7, Section 2.1)*
- 12. On-the-Job Training (WIOA Policy Chapter 7, Section 2.2.1)*
- 13. Incumbent Worker Training (WIOA Policy Chapter 7, Section 2.2.3)*
- 14. Work Experience (WEX) and Transitional Jobs (WIOA Policy Chapter 7, Section 2.5)*
- 15. Training Provider and Training Program Eligibility – Eligible Training Provider List (WIOA Policy Chapter 7, Section 3)*
- 16. Supportive Services (WIOA Policy Chapter 7, Section 4)*
- 17. Privacy and Security (Personally Identifiable Information) (WIOA Policy Chapter 8, Section 2.2)*
- 18. Property Control for Property Purchased with WIOA Funds (WIOA Policy Chapter 8, Section 3.6)*
- 19. Compliant and Grievance Procedures (Nondiscrimination) (WIOA Policy Chapter 8, Section 5)*
- 20. LWIA 21 – Procurement Policy (2025)*

**LOCAL WORKFORCE INNOVATION AREA 21**

**CHIEF ELECTED OFFICIAL CONSORTIUM AGREEMENT**

This agreement is entered into by the County Board Chairs of the Illinois counties of Greene, Macoupin, Montgomery, Morgan, Scott and Shelby, hereinafter collectively referred to as Chief Elected Officials (CEOs). Its purpose is to describe how CEOs will organize themselves and act to fulfill their responsibilities for Workforce Innovation Opportunity Act (WIOA) services provided in Local Workforce Innovation Area 21 (LWIA 21), a Local Workforce Innovation Area designated by the Governor under WIOA.

**A. GENERAL PROVISIONS:**

1. The name of the Consortium shall be the LWIA 21 Chief Elected Official (CEO) Consortium.
2. This Agreement reflects the unanimous decisions of all six (6) county CEOs holding office at the time of signing.
3. It is agreed that CEO decisions required under this Agreement shall be made in a democratic manner and that each CEO shall have an equal vote in all deliberations. A simple majority vote shall be required to approve or deny any action required to fulfill the CEO responsibilities covered by this Agreement.
4. This Agreement may be amended or modified at any time by the affirmative vote of 51% of the members of the six (6) county CEOs holding office at the time of modification.

**B. CEO DESIGNATION AND ORGANIZATION:**

1. Each CEO signing this agreement shall assume the roles and responsibilities assigned collectively to the CEOs under WIOA.
2. Each CEO may appoint a member of the county board of that county to act in his or her place under this Agreement.
3. The CEOs shall select from among their members a Chair and Vice-Chair. These two members have signatory authority for CEOs as may be required to provide for the continuous provision of WIOA services in LWIA 21. The Chair and Vice-Chair shall be elected (or continue to serve) immediately upon the approval of this agreement and shall serve for a term of two years. An election of the Chair and Vice-Chair shall be held every two years at the June/July meeting.
4. The Chair shall preside at each meeting. The Vice-Chair or Secretary shall preside in the absence of the Chair or at other times when the Chair is unable to fulfill the duties and responsibilities of the Chair. Should the Chair resign prior to the completion of the term as Chair, or be unable to conduct the duties of Chair, the Vice-Chair shall assume the position of Acting Chair until the next election.

5. The Chair shall provide an agenda prior to each meeting. Any member may request an item be added to the agenda.
6. The CEOs shall meet on a regular basis to conduct the business required of them under WIOA. These meetings shall be held not less than four times per year or at such time, date or place as fixed by the Chairperson.
7. A 50% majority of the members or more shall represent a quorum at meetings.
8. To fulfill their oversight responsibilities under WIOA, the CEOs shall receive from its designated Grant Recipient and Fiscal Agent (if applicable) the following information for review prior to each meeting:
  - a. Reports and other documents that summarize the current financial conditions of all WIOA grants awarded to LWIA 21, including income, expenditures, fund balances, comparison to approved budget and other financial metrics the CEOs may identify in conjunction with the execution of their responsibilities under this Agreement.
  - b. Reports and other documents that summarize current program performance in LWIA 21 against the negotiated performance standards required under WIOA, including whether the local area is meeting, exceeding or failing to meet each performance standard.
  - c. Reports and other documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the CEOs retain ultimate financial liability.
9. Should any member of the Consortium have a conflict of interest pertaining to any issue coming before the Consortium, or if there is an appearance of a conflict of interest, that member shall declare any such conflict prior to any discussion on the issue, and shall refrain from voting on said issue.
10. The Consortium shall comply with the Open Meetings Act and shall operate under Robert's Rules of Order.
11. It is the intent of all CEOs that WIOA services be provided to all counties within this consortium on an equitable and fair basis, taking into account the total funds available and the proportional need for services of each county.

#### **C. APPOINTMENTS TO THE LOCAL WORKFORCE DEVELOPMENT BOARD (LWDB):**

The CEOs have the exclusive responsibility to appoint members to the Local Workforce Development Board of LWIA 21 from individuals recommended or nominated by each class of membership.

1. The CEOs shall insure that private sector LWDB members are nominated timely to expedite approval of these nominees by the State.

2. The CEOs shall nominate members to ensure that at all times a majority LWDB membership (minimum 51%) are business representatives which represent business owners, chief executive officers and other executives with optimum policymaking or hiring authority. At least two of the business representative must represent small businesses as defined by the Small Business Administration. CEOs shall seek business nominations from local business organizations and trade associations.
3. The CEOs shall nominate members to ensure that at all times not less than 20% of the LWDB membership are workforce representatives which represent labor organizations, joint labor-management or union affiliated registered apprenticeship program, community-based organizations that have demonstrated experience and expertise addressing the employment, training or education needs of individuals with barriers to employment, and representatives of organizations that have demonstrated experience and expertise in addressing the employment, training and education needs of eligible youth, including out-of-school youth.
4. Each CEO, or designee, is responsible for appointing private sector members from the CEO's county. These members must reside or work within the county of appointment.
5. A CEO may appoint a member who lives or works in a different county if that appointee meets all the requirements and is approved by the CEO from which the appointment would normally come.
6. The CEOs will determine if any additional members shall be appointed beyond those minimally required by WIOA or DCEO. If any such appointments are made, the 51% business representative membership and 20% labor representative membership requirement shall be maintained.
7. The minimum number of private sector representatives appointed to the local workforce investment board of area 21 from each county shall be: varied. If the CEO from a particular county cannot appoint a private sector in a timely manner, the CEOs will work together to ensure members represent the diverse geographic areas within the local area. Any CEO serving on the LWDB as a private sector member will be counted as an appointment from the serving CEO's county.
8. The CEOs shall agree on the public sector appointments to the LWDB. These appointments shall be made to assure geographical balance throughout the local workforce innovation area.
9. Appointments shall be for four year terms, with one-half of the membership to be appointed/reappointed every two years.
10. Members may continue to serve on the LWDB until:
  - a. Their term of office expires, however the member may continue to serve until the replacement nominees' required documents are approved and confirmed in writing by DCEO;

- b. The classification under which they were appointed changes;
  - c. The appointment is revoked by the appointing CEO;
  - d. The member becomes incapacitated or otherwise unable to complete their term of office; or
  - e. The member resigns.
11. Vacancies shall be filled in a timely manner and in accordance with WIOA requirements and State policy.
12. CEOs shall perform an annual assessment of the board's membership and performance to ensure that the Board is performing adequately and in accordance with the direction and guidance CEOs provide.

**D. DESIGNATION OF GRANT RECIPIENT/FISCAL AGENT:**

WIOA requires the Chief Elected Official(s) to serve as the grant recipient for all WIOA Title I funds and to enter into a grant relationship with the State. Under a unanimous decision CEO's may also elect to designate a fiscal agent to administer these funds and to fulfill the role of grant recipient. Even if CEO's designate a grant recipient and fiscal agent, they remain liable for any misused funds and for expenditures that are determined unallowable under WIOA.

In accordance with the flexibility of CEO's under WIOA, the CEO's:

1. Designate West Central Development Council, Inc. to fulfill the role of grant recipient/fiscal agent. This designation shall remain in force until the CEO's vote by majority to make a change.
2. Expect West Central Development Council, Inc. to comply with all Federal and state rules and regulations pertaining to the responsibilities of grant recipient/fiscal agent as defined under WIOA law, regulations and State of Illinois policy.
3. Expect West Central Development Council, Inc. to assume primary liability for any disallowed costs associated with the provision of fiscal agent services and shall be held liable for any disallowed costs by the CEO's.
4. Recognize that the designation of West Central Development Council, Inc. does not absolve CEO's of their collective liability for misspent WIOA funds. In the event WIOA expenditures are disallowed and CEO's are unsuccessful at obtaining repayment from West Central Development Council, Inc., each county shall be responsible for a portion of any such liability. The apportionment will be calculated based on the total amount of program funds spent on services to all participants in each county divided by the total amount of program funds spent on services to all participants in all six (6) counties during the programs year(s) for which expenditures were disallowed. The CEO's will also be covered by Errors and Omission Insurance. Required payment of disallowed costs must be made from non-federal fund sources.

**E. CEO PARTNERSHIP WITH THE LOCAL WORKFORCE DEVELOPMENT BOARD:**

1. The CEO's and LWDB shall develop and submit a local plan to the Governor that meets the requirements in section 108. The completed local plan shall be subject to the approval of the CEO's at a scheduled CEO meeting. The CEO's and LWDB must be in agreement on the local plan before it is submitted to the Governor. The local plan must be consistent with the state plan.
2. The local board shall collaborate with the other local boards and chief elected officials from such other local areas in the preparation and submission of a regional plan as described in section 106(c)(2). The regional plan must be consistent with the state plan.
3. In partnership with the LWDB, the CEO's shall conduct oversight for local youth workforce innovation activities authorized under section 129(c), local employment and training activities authorized under subsections (c) and (d) of section 134, and the one-stop delivery system in the local area. Oversight must ensure the appropriate use and management of the funds provided under subtitle B for the activities and system and for workforce development activities, ensure the appropriate use, management, and investment of funds to maximize performance outcomes under section 116. Results shall be reported to the CEO's and LWDB and shall be reviewed and approved at scheduled meetings.
4. The local board, with the agreement of the chief elected official for the local area, shall designate or certify one-stop operators through a competitive process and may terminate for cause the eligibility of such operators.
5. West Central Development Council (WCDC) shall develop a budget subject to the approval of the board and reported to the CEO's. The grant recipient/fiscal agent must distribute grant funds as approved by the CEO's provided that the disbursement does not violate WIOA or any other applicable law.
6. Section 121(b)(2) allows the LWDB and CEO's to approve additional partners that carry out a workforce development programs consistent with that described in WIOA for participation in the one-stop delivery system.
7. The local board, with agreement of the CEO's, shall develop and enter into a Memorandum of Understanding (MOU) concerning the operation of the one-stop delivery system in the local area with the One-Stop Partners as described under section 121. The completed MOUs shall be subject to CEO approval and shall be reviewed and approved by the CEO's and LWDB and CDC Board at scheduled meetings.

**F. CEO AGREEMENT AND CONSULTATION WITH THE GOVERNOR AND, AS NECESSARY, THE LWDB:**

1. The LWDB, the CEO's, and the Governor shall negotiate and reach agreement on local performance accountability measures as described in section 116(c).
2. In agreement with the Governor, the CEO's may allow the LWDB or staff to provide career services or be certified or designated as a One-Stop Operator.
3. The CEO's may request a waiver from the Governor to allow the local board or staff to the local boards to be able to provide training services.
4. The CEO's will consult with the Governor in the development of a reorganization plan, following decertification of the LWDB for fraud, abuse, failure to carry out functions, or nonperformance.
5. The CEO's and the LWDB will work with DCEO to facilitate their provision of statewide rapid response activities.
6. The Governor, in coordination with the LWDB and the CEO's in the state, shall establish and operate a fiscal and management accountability information system based on guidelines established by the Secretary after consultation with the Governor, CEO's and the One-Stop Partners (such guidelines shall promote efficient collection and use of fiscal and management information for reports and monitoring the use of funds made available and for preparing the annual report).
7. The CEO's will consult with the Secretary of Labor or Governor regarding any federal or state-funded activity in the local area.

**G. RELATED AGREEMENTS:**

1. The CEO's and local board must enter into additional written agreements when a single entity performs multiple functions in a local area. These functions include: local fiscal agent, LWDB staff, one-stop operator or direct provider of career services or training services.
  - a. The written agreement will serve to limit conflict of interest or the appearance of conflict of interest, minimize fiscal risk, and develop appropriate firewalls within a single entity performing multiple functions.
  - b. The agreement must clarify how the organization will carry out its responsibilities while demonstrating compliance with the Workforce Innovation and Opportunity Act and corresponding regulations, relevant Office of Management and Budget circulars, and the state's conflict of interest policy.

## H. CONFLICT OF INTEREST

1. No member of the CEO's or the LWDB or its standing committees shall cast a vote on any matter which has direct bearing on services to be provided by that member (or any organization which such member directly represents) or on any matter which would provide direct financial benefit to such member or the immediate family of such member, nor shall any such person engage in any activity determined by the Governor to constitute conflict of interest as specified in the State Plan.
2. CEO member(s) and/or staff so affected shall identify any real or perceived conflict of interest prior to discussion and consideration of the matter. The minutes of the meeting shall document compliance with the conflict of interest requirements.

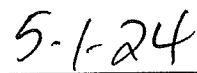
## I. TERM OF AGREEMENT:

This Agreement shall be effective from **July 1, 2024** and shall expire upon the termination of the Workforce Innovation and Opportunity Act, dissolution of the LWIA, or future action taken by CEO's to establish a new agreement.

By signing this Agreement, all CEOs understand that this Consortium Agreement supersedes all prior written or oral agreements relating to the responsibilities of CEO's in LWIA 21.

## J. SIGNATURES:

  
\_\_\_\_\_  
Greene County CEO

  
\_\_\_\_\_  
Date

Approved   
\_\_\_\_\_

  
\_\_\_\_\_  
Macoupin County CEO

07/18/2024  
Date

  
\_\_\_\_\_  
Montgomery County CEO

~~4-29-24~~ <sup>DP</sup> 4-18-24  
\_\_\_\_\_  
Date

  
Morgan County CEO

4-29-24  
Date

Approved \_\_\_\_\_

Robert Schaefer  
Scott County CEO

4-18-2024  
Date

  
Shelby County CEO

June 13, 2024  
Date

Approved \_\_\_\_\_

## MULTIPLE FUNCTION AGREEMENT OF LWIA #21

The key entities of this agreement are:

- **Chief Elected Officials (CEO's)** – designated as recipients of WIOA funds for LWIA #21;
- **Fiscal Agent** – designated by the CEO's as the Fiscal Agent to be responsible for disbursement of the WIOA funds in LWIA #21
- **Local Workforce Development Board #21 (LWDB)**– appointed by CEOs to provide guidance and support to the Workforce Development Board Chair in the development and implementation of policies and programs designed to accomplish the goals of WIOA;
- **LWDB Chair** – designated by the CEOs and elected by the board, to act as the Administrative Entity, to be responsible for the administration and oversight of the program activities of the LWDB;
- **West Central Development Council Inc.** – designated by the CEO's as the Fiscal Agent to be responsible for disbursement of the WIOA funds in LWIA #21 and provide services to meet the objectives of WIOA;
- **Macoupin Area American Job Center Consortium** – designated by competitive bid and selected by the Workforce Development Board Chair, Executive Committee and the Workforce Development Board, to be responsible for oversight of the Job Center.

These entities share a common interest in assuring that Workforce Development decisions will be made transparently and with the best interests of area employers and jobseekers in mind.

### ROLES AND RESPONSIBILITIES:

#### Responsibilities Vested Exclusively in Chief Elected Officials:

- Requesting LWDB Area Designation
- Appointing/revoking members of the LWDB and setting the terms of office
- Requesting LWDB certification
- Providing input to establish the by-laws of the Local Board
- Designating a fiscal agent
- Assuring that the entity designated as the grant recipient and fiscal agent complies with all Federal and State WIOA requirements, including applicable Federal Uniform Administrative Requirements and Cost Principles
- Remaining liable for any misuse of WIOA grant funds
- Negotiating and reaching agreement on local performance measures
- Partnering with the Local Board and Planning Region to develop and submit the Regional and Local plan
- Entering into an agreement of CEOs to describe how they will fulfill their responsibilities, and how the financial liability of each individual county will be determined in the event of disallowed costs.
- Working with the governor to appoint and certify a new LWDB pursuant to a reorganization plan the governor requires.

**CEO Responsibility for Approving LWDB Actions and Decisions:**

The LWDB must obtain CEO approval for the following:

- An annual LWDB budget, including staffing plan that complies with the Federal and State firewall policies. The Memorandum of Understanding (MOU) to be negotiated with the required One-Stop Partners.
- Local WIOA plans and plan modifications as required under WIOA and State policy and practice.
- Any requests from the Title IB Provider to provide career services and/or be the One-Stop Operator.

**Shared Responsibilities of CEOs and the LWDB:**

The CEOs are responsible for working in partnership with the LWDB, including the following areas:

- Developing and submitting Local Workforce Development Plans.
- Setting policy for the Local Workforce Innovation System.
- Negotiating local performance goals.
- Conducting oversight of adult, youth and dislocated worker programs.
- Designating and terminating the One-Stop Operator.
- Developing the Memorandum of Understanding.
- Providing services during rapid response (mass layoff) activities and for declared natural disasters.

**CEO General Expectations of the LWDB:**

The CEOs have the following general expectations of the LWDB:

- LWDB members will strive to achieve the goals CEOs establish for workforce development in the six county area.
- LWDB will focus its efforts on providing effective services that meet the needs of employers and job seekers in the six county area.
- LWDB will responsibly fulfill the duties and obligations given to LWDB's under WIOA.
- LWDB will request and duly consider input from CEOs regarding all major decisions before these decisions are made
- LWDB and its committees will give priority attention to their oversight responsibilities under WIOA, be effectively overseeing program costs and results.

**Fiscal Agent** (the appropriate role of the fiscal agent is limited to accounting and funds management):

- Receiving funds.
- Ensuring sustained fiscal integrity and accountability for expenditures.
- Responding to financial audit findings.
- Maintaining proper accounting records and adequate documentation.
- Preparing financial reports.
- Procuring and obtaining written agreements.
- Ensuring an independent audit is conducted of all Employment and Training Programs.

- Responding to yearly single audit and financial audit findings.
- Establishing and operating fiscal and management accountability systems.

**LWDB:**

- Providing strategic and operational oversight.
- Assisting in achievement of the State's strategic and operational vision and goals.
- Maximizing and continuing to improve quality of services, customer satisfaction, and effectiveness of services provided.
- Developing/submitting the Regional and Local Plans.
- Negotiating the MOU.
- Conducting workforce research and regional labor market analysis.
- Convene Workforce Development System stakeholders.
- Lead efforts to:
  - Development and implement career pathways
  - Identify and promote proven and promising initiatives
  - Engage a diverse range of employers
- Conducting oversight of the Adult, Dislocated worker, and Youth Programs.
- Negotiating and reaching agreement on performance measures.
- Competitively procure provider(s) of the One-Stop Operator.
- Ensuring sufficient number of training providers.
- Coordinating activities with education and training providers.
- Certifying the One-Stop Center.
- Establishing by-laws and monitoring requirements.
- Ensuring the OSO discloses any potential conflicts of interest.

**LWDB Chairman and Staff**

*The individual or entity that is hired or designated to fulfill the role of the LWDB Chairperson must not be the One-stop Operator or the provider of career services or youth program services:*

- Coordinating with the CEO regarding nomination of members to the local board.
- Organizing local board meetings.
- Developing and submitting the Local and Regional Plan.
- Conducting oversight of the Adult, Dislocated Worker, and Youth programs.
- Negotiating and reaching an agreement on performance.
- Negotiating with CEOs and partners for the MOU.
- Competitively procuring the One-Stop Operator and providers of career and youth program services.
- Developing a budget for activities of the board.
- Certifying the Job Center.

### One-Stop Operator

*The One-Stop Operator is the coordinator of the Job Center Partners:*

- Coordinating service delivery among partners
- Coordinating service delivery among physical Job Centers and electronic sites
- Coordinating services across the Local Area Workforce Development System
- Implementing local policies
- Reporting to the local board on operations, performance accountability, and continuous improvement

*The One-Stop Operator may not perform the following functions:*

- Convene system stakeholders to assist in the development of the local plan.
- Prepare and submit local plans.
- Be responsible for the oversight of itself.
- Manage or significantly participate in the competitive selection process for the One-Stop Operator.
- Select or terminate One-Stop Operators, Career Service Providers, and Youth Providers;
- Negotiate local performance accountability measures.
- Develop and submit budgets for activities of the LWDB in the Local Area.

### Multiple Function Agreement Clauses

WIOA requires that a written agreement be entered into where one entity performs multiple functions, as will be done by West Central Development Council, Inc. (WCDC). In order to establish clear roles and responsibilities for each entity involved, the parties in this agreement hereby agree to the following:

- **Definition of roles and duties per function**
  - Fiscal Agent  
WCDC serves as the Fiscal Agent in LWIA #21 for WIOA funds.
  - Macoupin Area American Job Center Consortium (MAAJCC)  
WCDC serves as one member of the One-Stop Operator Consortium
  - Provider of services  
WCDC serves as provider of both “Career Services” and “Youth Services” under WIOA
- **Description of separation of duties under each role**
  - In performing as the Fiscal Agent for LWIA #21, WCDC shall appoint personnel whose duties shall include responsibility for receipt of WIOA funds, payment for services and other authorized WIOA expenditures, ensuring sustained fiscal integrity and accountability for expenditure of such funds in accordance with the Office of Management and Budget (OMB) circulars, WIOA and corresponding federal regulations and state policies, responding to financial audit findings, maintain proper accounting records and adequate documentation, preparation of financial reports. Individuals under this role shall not be permitted to engage in policy or service delivery issues or activities.

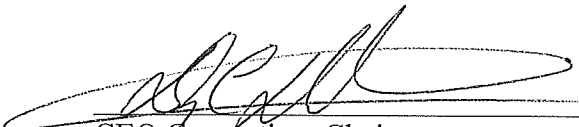
- In performing as a member of the MAAJCC, under WIOA, WCDC will assist the other members of the Consortium coordinate service delivery among partners and electronic sites, coordinate services across the Local Area Workforce Development System, implement local policies and report to the local board on operations, performance accountability, and continuous improvement.
  - In performing as the provider of “Career Services” as specified in the WIOA to “Adults” and “Dislocated Workers,” as well as the provider of “Youth Services” as specified in WIOA, WCDC will implement LWDB policies and report to the board on program services delivery, performance accountability and continuous improvements.
- **Description of separation of budget authority, including separation of line item budgets for each function**
  - To ensure there is a proper separation of duties and functions and to ensure that staff duties of the various WCDC personnel are delineated, they shall be delineated in two separate budgets and such personnel shall be individually and collectively responsible for reporting compliance with WIOA and regulations, OMB circulars and the State of Illinois policies regarding conflicts of interest, including how conflicts of interest shall be minimized. The WCDC staff can be assisted in preparing the fiscal portions of their reports by the designated WCDC fiscal appointees.
  - Any changes to the budget, including any funding or costs shifted between the Fiscal Agent and the MAAJCC or services provider budgets, shall be presented to the LWDB for review and authorization.
- **Description of how staff duties will be completed while demonstrating compliance with WIOA and regulations, OMB circulars, and the State of Illinois policies on conflicts of interest, including how conflicts of interest will be minimized**
  - The LWDB shall monitor and oversee the activities of WCDC in all respects to ensure proper usage of WIOA funds; proper and effective action by the WCDC’s designated staff delegated to handle the fiscal responsibilities of WCDC as the designated Fiscal Agent, and the performance of all other WCDC functions with respect to WCDC staff.
  - The LWDB shall procure contracts or obtain written agreements, conduct financial monitoring of service providers and ensure all independent audit is conducted of all employment and training programs.
- **Description of fiscal monitoring**
  - Fiscal monitoring will be conducted by the LWDB Chairman in cooperation with the LWDB, and results will be presented to the CEO’s, One-Stop Operator Consortium and the LWDB.

### Dispute Resolution

In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice by either party to the other, disputes, claims, questions, or differences shall be final settled by mediation or arbitration in accordance with all applicable federal and/or state law and/or rules.

### Duration and Modification

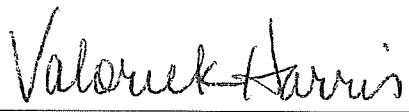
This Agreement shall be in effect for one (1) consecutive year from July 1, 2024 until June 30, 2025 and shall automatically be renewed for one (1) year periods unless a majority of votes from all parties act to terminate this agreement. This Agreement shall only be modified with written consent of the majority of the parties involved.

  
\_\_\_\_\_  
CEO Consortium Chair


4-18-24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
LWDB Chair

4/18/2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
One-Stop Consortium Chair

4/24/24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
WCDC Fiscal Officer

4/18/24  
\_\_\_\_\_  
Date

CEO/LWDB Agreement

**LOCAL WORKFORCE INNOVATION AREA (LWIA) 21**

**CHIEF ELECTED OFFICIALS/ LOCAL WORKFORCE  
DEVELOPMENT BOARD (LWDB) AGREEMENT**

This document, hereby known as the Agreement, is entered into by the Chief Elected Officials (CEO's) and the Local Workforce Innovation Board, also known as the Workforce Development Board (WDB). It has three main purposes:

1. To identify CEO expectations of the LWDB regarding the planning, delivery and administration of workforce development services in LWIA 21.
2. To identify the individual and shared responsibilities of CEO's and the LWDB for these services.
3. To describe how the CEO's and the LWDB will work together to fulfill the workforce development goals in LWIA 21.

The CEO's and the LWDB share a common interest in assuring that workforce development decisions will be made transparently and with the best interests of area employers and jobseekers in mind.

**A. RESPONSIBILITIES VESTED EXCLUSIVELY IN THE CEO's:**

The CEO's has sole responsibility in many areas under the Workforce Innovation and Opportunity Act (WIOA) and this Agreement, including the following areas:

1. To appoint members to the WDB and to set terms of office.
2. To revoke the appointment of WDB members.
3. To act directly as the grant recipient and fiscal agent or to designate an alternative entity to act as grant recipient and fiscal agent on their behalf.
4. To comply with applicable Federal uniform administrative requirements and cost principles if the CEO's acts as grant recipient and fiscal agent.
5. To assure that the entity designated as the grant recipient and fiscal agent complies with all Federal and State WIOA requirements, including applicable Federal uniform administrative requirements and cost principles.
6. To assume ultimate liability for any misuse of grant funds and/or disallowed costs.
7. To enter into an agreement to describe how they will fulfill their responsibilities, and how the financial liability of each individual county will be determined in the event of disallowed costs.
8. To work with the Governor to appoint and certify a WDB pursuant with WIOA and criteria developed by the State of Illinois.
9. To work with the Governor to appoint and certify a new WDB pursuant to a reorganization plan the Governor requires.

CEO/LWDB Agreement

**B. CEOs RESPONSIBILITY FOR APPROVING WDB ACTIONS AND DECISIONS:**

The WDB must obtain CEO's approval of the following:

1. An annual WDB budget.
2. The Memorandum of Understanding (MOU) required to be negotiated with the Illinois workNet partners.
3. Local WIOA plans and plan modifications as required under WIOA and State policy and practice.

**C. SHARED RESPONSIBILITIES OF CEO'S AND THE WDB:**

The CEO's are also responsible for working in partnership with the WDB, including in the following areas:

1. Developing and submitting local and regional workforce plans which describe the operation of the programs under WIOA.
2. Setting policy for the local workforce system.
3. Negotiating local performance goals.
4. Conducting oversight of adult, youth and dislocated worker programs.
5. Designating through a procurement process and terminating the one-stop operator. The function of the one-stop operator is to operate a one-stop delivery system. The one-stop delivery system makes each of the programs, services and activities available at the same physical location.
6. Develop and enter into a memorandum of understanding with the one-stop partners. The MOU shall describe the services and operation of the one-stop delivery system.
7. Providing services during rapid response (mass layoff) activities and for declared natural disasters.
8. Establishing and operating fiscal and management accountability systems.

**D. GENERAL EXPECTATIONS OF THE CEO'S**

The CEO's has the following general expectations of the WDB:

1. That the WDB will strive to achieve the goals the CEO's have established for workforce development in the six county area.
2. That the WDB will focus its efforts on providing effective services that meet the needs of employers and job seekers in the six county area.
3. That the WDB will responsibly fulfill the duties and obligations given to Local Workforce Innovation Boards under WIOA.
4. That the WDB will request and duly consider input from the CEO's regarding all major decisions before these decisions are made.
5. That the WDB and its committees will give priority attention to their oversight responsibilities under WIOA, by effectively overseeing program costs and results.

## CEO/LWDB Agreement

**E. CEO's EXPECTATIONS REGARDING THE OPERATIONAL AND ORGANIZATIONAL RESPONSIBILITIES OF THE WDB:**

The CEO's expect that the WDB will responsibly fulfill its responsibilities in areas where WIOA and this Agreement give the WDB primary responsibility, including in the following areas:

1. To elect officers from among its members (Note: The WDB Chair must be a private sector member).
2. To conduct all meetings in compliance with the Open Meetings Act.
3. To follow Robert's Rules of Order.
4. To provide written minutes and verbatim transcripts as required by the Open Meetings Act.
5. To direct disbursements of WIOA funds according to the plans and budgets approved by the CEO's.
6. To adopt and abide by bylaws in compliance with the specific code of conduct and other requirements of WIOA.
7. To submit proposed changes in Board by-laws or policies to the CEO's for their prior approval.
8. To promote participation of all members, especially private sector representatives, and establish rules of meeting attendance and removal for non-attendance.
9. To decide whether to seek outside funding opportunities, such as grants and donations if the WDB is incorporated as a 501(3)(c) entity.
10. To provide for mandated public input on the development of the Regional and Local Plan prior to its submission.

**F. CEO's EXPECTATIONS REGARDING LWDB RESPONSIBILITIES FOR SERVICES:**

The CEO's expect that the WDB will responsibly fulfill its responsibilities for services, including in the following areas:

1. To approve contracts for service providers who provide services within the area.
2. To set service priorities for Illinois workNet operators providing career and training services.
3. To determine training priorities for occupations that have a high potential for local growth and demand.
4. To receive applications from potential training providers and determine their eligibility based on criteria established by the State of Illinois.
5. To develop and administer a list of eligible training providers according to Federal and State of Illinois requirements.
6. To identify allowable exceptions to the use of Individual Training Accounts (ITAs) and to determine limits that are necessary on dollar and duration of use.
7. To participate in regional planning and training activities as requested by the state, and report regularly to the CEO's.
8. To coordinate Local Workforce Development activities with

CEO/LWDB Agreement

economic development strategies.

9. To establish linkages with employers and actively seek their input in meeting their hiring needs.
10. To coordinate all workforce innovation activities with rapid response activities.
11. To develop a policy for supportive services.
12. To determine payment levels and for needs-related payments.
13. To identify the need for program fund transfers and seek State approval for these transfers.

**G. CEO's EXPECTATIONS REGARDING LWIB RESPONSIBILITIES FOR YOUTH PROGRAMS:**

The function of the WCDC shall be to help develop youth employment and training policy, bring a youth development perspective to the establishment of such policy, establish linkages with other local youth service organizations and take into account a range of issues that can have an impact on the success of youth in the labor market. The CEO's expects the WDB to responsibly fulfill its responsibilities for services to youth, including its responsibilities:

1. To determine the role the committee will play in the development of the youth portion of the Local Plan.
2. To determine appropriate activities for the committee beyond those required under WIOA and by the state.
3. To award grants or contracts on a competitive basis to eligible youth service providers.
4. To ensure that eligible youth are aware of the services available to them and make referrals to the appropriate program.

**H. ADDITIONAL CEO EXPECTATIONS**

1. The WDB shall adopt by-laws which shall be subject to approval of the CEO's. Those by-laws shall reflect the fixed and staggered membership terms set by the CEO's, shall assure attendance and participation by members, and shall provide for the election of a chairperson from the business members of the WDB.
2. The CEO's expects that this Agreement will be reviewed annually and modified as necessary.
3. The CEO's intends and expects this Agreement to be used as a tool to assist in establishing and maintaining a harmonious and cooperative relationship between the CEO's and the WDB as they work in partnership together to provide effective workforce development services in LWIA 21.

**I. LWIB BYLAWS**

If any provision of this CEO/WDB agreement conflicts with any provision of the by-laws of the WDB the provision in this Agreement shall prevail.

CEO/LWDB Agreement

**J.. EFFECTIVE DATE**

This agreement shall become effective on July 1, 2024, and continue from year-to-year unless amended as needed by mutual agreement of the CEOs and the WDB.


## CEO/LWDB Agreement

**K. Signatures:**

Each CEO in the LWIA and the WDB Chair must sign below to indicate his/her acknowledgment and understanding of this agreement. By signing this Agreement, all parties understand that this Agreement supersedes all prior written and oral agreements relating to the responsibilities of the CEO's and the WDB in LWIA 21. Note: CEOs sign this document on behalf of the governmental entity they represent and not as individuals.

**LWIB Chairperson**

Daniel Bates  
Printed Name

  
Signature

WDB Chair  
Title

4/18/2024  
Date

CEO/LWDB Agreement

For Macoupin County

Larry Schmidt  
Printed Name

Macoupin County Board Chair  
Title

  
Signature


04/18/2024  
Date

CEO/LWDB Agreement

**For Montgomery County**

Doug Donaldson  
Printed Name

Montgomery County Chair  
Title

  
Signature

4-18-24  
Date

CEO/LWDB Agreement

**For Greene County**

Andrea Schnelten  
Printed Name

Andrea Schnelten  
Signature

Greene County Chair  
Title

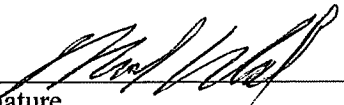
5/1/24  
Date

CEO/LWDB Agreement

**For Morgan County**

Michael Wankel  
Printed Name

Morgan County Chair  
Title

  
Signature

4-22-24  
Date

CEO/LWDB Agreement

**For Scott County**

Robert Schafer  
Printed Name

Scott County Chair  
Title

Robert Schafer  
Signature

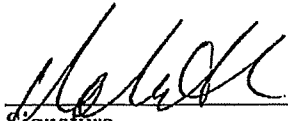
4-18-2024  
Date

CEO/LWDB Agreement

For Shelby County

Robert Orman  
Printed Name

Shelby County Chair  
Title

  
Signature

\_\_\_\_\_  
Date

## NOTICE TO BIDDERS

Notice is hereby given that the Local Workforce Development Board (WDB) #21 is accepting proposals for the WIOA mandated One-Stop Operator for the area of Greene, Macoupin, Montgomery, Morgan, Scott and Shelby Counties. The RFP Packages will be available on Monday, March 18<sup>th</sup>, 2024 at [www.west-central.org](http://www.west-central.org) or by contacting:

Dan Bates, Workforce Development Board Chair  
P.O. Box 155  
Palmyra, Illinois 62674  
[dbates4720@icloud.com](mailto:dbates4720@icloud.com)

RFP packages will be available for pick-up until **4:30 p.m. Friday, March 29<sup>th</sup>, 2024.**

**SEALED BIDS** will be accepted by Dan Bates at P.O. Box 155, Palmyra, Illinois 62674 **no later than 3:00 p.m. Friday, April 12<sup>th</sup>, 2024.**

Submittals shall be marked on the envelope: **"WDB #21 One-Stop Operator Proposal."**

The right is reserved to reject any and all bids.

WDB #21 is an "Equal Opportunity Employer."

**WORKFORCE INNOVATION AND OPPORTUNITY ACT  
(WIOA)**

**REQUEST FOR PROPOSALS (RFP)  
FOR A  
WIOA ONE-STOP OPERATOR**

For the Period of:  
July 1, 2024 – June 30, 2027

**LOCAL WORKFORCE AREA #21**

Serving Greene, Macoupin, Montgomery,  
Morgan, Scott and Shelby Counties in Illinois

For the comprehensive Job Center in  
Carlinville, **Macoupin County, IL**  
and the access sites in  
Litchfield – **Montgomery County, IL**  
Jacksonville – **Morgan, Scott & Greene Counties, IL**  
Shelbyville – **Shelby County, IL**

Published: March 18, 2024

**Submission Deadline: April 12, 2024 by 3:00 p.m.**

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## **1. Background**

In July 2014, the Workforce Innovation and Opportunity Act (WIOA) was signed into law. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market to match employers with the skilled works they need to compete in the global economy. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform in 15 years of the public workforce system. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

The Local Workforce Development Board (WDB) #21, which includes Greene, Macoupin, Montgomery, Morgan, Scott, and Shelby Counties of Illinois, is one of 22 workforce development boards across the state that directs federal, state and private funding resources for educational and occupational skills programs. The WDB is a business-led, policy setting board that oversees workforce development initiatives in counties that make up the region of LWIA #21. The WDB enjoys strong integration and collaboration with economic development, education and public services partners in the area. The WDB is composed of business, civic, education, labor, and community leaders. As is required by federal law, the board's chair is a member of the private sector. The current Chair is Mr. Daniel Bates of Bates Farms. The Vice Chair is Willie Rees of Evergreen Farms. The board consists entirely of volunteers and all bi-monthly board meetings are open to the public and provided through a virtual meeting option (Teams).

In addition to responsibilities mandated under WIOA, boards have been called upon to play a major role in a variety of key state initiatives, and to define their vision, mission and goals based on local community needs. The Workforce Innovation and Opportunity Act (WIOA) of 2014 authorizes local Workforce Boards to develop and oversee a local One-stop Delivery System for the provisions of workforce services to job-seekers and employers in the local region.

The establishment of a One-Stop Delivery System is a cornerstone of the reforms contained in Title I of WIOA. The One-Stop Delivery System is designed to enhance access to services and improve long-term employment outcomes for individuals seeking assistance. The regulations define the system as consisting of one or more comprehensive, physical American Job Center(s) in a local area that provide the core services specified in WIOA.

## **2. Purpose of This Request for Proposal**

The WDB #21 is issuing this Request for Proposal (RFP) to solicit qualified entities/organizations/consortiums with the expertise and capacity to manage the day-to-day operations of our One-Stop career center. WIOA and its implementing regulations require Local Workforce Development Boards to use a competitive process for the selection of a One-Stop Operator for the system, and to support continuous improvement through the evaluation of One-Stop Operator performance and the re-competition of operators every four years. Competition is intended to promote the efficiency and effectiveness of One-Stop Operators by providing a mechanism for WDB's to regularly examine performance and costs against original expectations.

### 3. Eligible Bidders and Qualifications

The One-Stop Operator **MUST** be an entity (public, private or nonprofit) or a consortium of entities that, at a minimum, includes three or more of the required One-Stop Partners of demonstrated effectiveness, and **MUST** be located in the Local Area (Greene, Macoupin, Montgomery, Morgan, Scott or Shelby counties of Illinois). Entities selected and serving as One-Stop Operators are sub-recipients of a Federal Award and thus are required to follow the Uniform Guidance.

Such entities may include the following:

- Government agencies or governmental units, such as: local or county governments, school districts, state agencies, and federal WIOA Partners;
- Employment Service State agencies under the Wagner-Peyser Act, as amended by Title III of WIOA;
- Indian Tribes, tribal organizations, Alaska Native entities, Indian-controlled organizations serving Indians, or Native Hawaiian organizations. (this is collectively referred to herein as “Indian Tribes”).
- Educational institutions, such as: institutions of higher education, nontraditional public secondary schools such as night schools, and area career and technical education schools. (However, elementary and other secondary schools are not eligible to become a One-Stop Operator);
- Community-based organizations, nonprofit entities, or workforce intermediaries;
- Other interested organizations that are capable of carrying out the duties of the One-Stop Operator, such as a local chamber of commerce, other business organization, or labor organization;
- Private for-profit entities.
- Local WDBs, if approved by the Chief Elected Official (CEO) and the Governor as required in WIOA sec. 107(g)(2).

No individual or entity may compete for funds if any of the following apply:

- The individual or entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental organization;
- The individual or entity’s previous contract(s) with WDB #21 have been terminated for cause;
- The individual or entity has not complied with an official order to repay disallowed costs incurred during its conduct of services under any contract;
- The individual or entity or its parent organization have filed for bankruptcy during the past 5 years;
- The individual or entity has been convicted of a public entity crime pursuant to statutes;
- The individual or entity developed or drafted work requirements for this RFP.

Bidder qualifications are as follows:

- An understanding of the Workforce Innovation and Opportunity Act. Similarly, a general understanding of the local workforce system and its stakeholders is not required, but preferred.
- Strong, demonstrated experience (3-5 years) facilitating large, diverse stakeholder groups to a common goal or outcome is expected. The ability to remain a neutral facilitator will be critical.
- Experience in meeting agenda development, planning, and execution.
- Ability to work closely with the WDB #21 to monitor the system's strategic objectives and make recommendations for system continuous improvements.
- Other roles and responsibilities as defined by the WDB #21.

#### **4. Role of the One-Stop Operator**

The One-Stop Operator, in a consultant role, will play a critical role in supporting the local workforce system to coordinate and integrate services and referrals among program partners to achieve its service delivery vision and reach its "to be defined" performance goals. The One-Stop Operator must be committed to a system that provides a variety of activities to better align, organize and optimize workforce service delivery and outcomes, creating one common customer path with a standardized process for a wide range of services including, but not limited to:

- Coordination of a Resource Room at the comprehensive American Job Center in Carlinville, Illinois.
- Facilitation of the single point of entry (electronic and physical) and creation of a common referral system to be used by all partners.
- Coordination of a centralized reception system including initial registration and sign-in services for all customers.
- Implementation and fulfillment of cooperative agreements and memoranda of understanding (MOU) with partners.
- Coordination of one-stop partner services, with guidance from the Workforce Development Board.
- Provision of effective allocation of staff resources among all of the workforce centers.
- Provision of ongoing staff training in order to avoid unnecessary duplication and provide accurate, complete, consistent, and compliant operator services.
- Coordination of access to virtual resources at appropriate partner locations, libraries, and other points within the local workforce area.
- Development of processes to ensure that all customers receive appropriate, timely, and effective career services; i.e., customer call routing and response, familiarity with partner agency services, and ongoing staff training.

- Development and implementation of a formal referral process for services within and outside the Centers; i.e., define minimum standards for referral, referral follow-up requirements, and documentation of referral outcomes.
- Provision of reports and adherence to policy directives set forth by the WDB.
- Active participation with core partners to integrate services in the one-stop system and Centers
- Performance of continuous improvement activities to achieve the highest levels of service delivery quality and exceptional customer service.
- Development and implementation of a coordinated staff development/training plan (customer service, cross-training among partners, community resources, etc.) for Consortium staff and partner program staff.
- Ensure full implementation of the federal, state, and local branding standards.
- Ensure full compliance with all federal, state, and local policies and procedures related to the one-stop system and one-stop centers.
- Development of a data-sharing plan that will enable a system-wide approach to address local workforce issues. Data will be gathered from all partner systems to improve service delivery in response to area labor market requirements.
- Development of new initiatives responsive to the needs of the workforce and businesses including the development of in-demand accelerated training opportunities.
- Development of workforce development activities responsive to business needs assessment.
- Implementation of new and innovative methods to serve customers with barriers to employment including but not limited to ex-offenders, homeless individuals, veterans and individuals with disabilities.
- Convene up to four meetings per year of mandated partners to support the Memorandum of Understanding (MOU) \* implementation. The Operator will develop meeting agenda (in conjunction with WDB #21 staff), meeting activities, facilitate meetings and provide meeting notes.
- Additionally, in conjunction with the staff from the WDB #21, the Operator will develop an appropriate mechanism to semi-annually report on the progress and performance of the Partners.
- Support the WDB #21 in developing benchmarks to measure a baseline of “system performance,” e.g. customer service, system flow, etc. In future years, the expectation is that the Operator will make recommendations for continuous improvement based on this data.

**\* Under WIOA, each mandated partner is required to enter into a Memorandum of Understanding that outlines the service delivery and financial relationship, for co-located partners, and service delivery coordination and “cost sharing” for non-co-located partners. MOUs are required to be in place by July 1, 2024.**

- Coordinate service delivery and service providers within the center and across the one-stop system.
- Disclose any potential conflicts of interest arising from the relationships of the one-stop operators with particular training service providers or other service providers, including but not limited to, career services providers.
- In coordinating services and serving as a one-stop operator, refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment training, and education services.
- Comply with federal regulations, and procurement policies, relating to the calculation and use of profits.

## REPORTING

The One-Stop Operator shall periodically prepare written reports to the WDB upon request, and such other State and Federal agencies as requested or otherwise required by law, pertaining to the following:

- Coordination and tracking partner agency referrals,
- Developing a reporting process in conjunction with the Partners for the ongoing tracking of performance and referrals, with by-monthly reporting to the local board,
- Coordination of maintaining the content and integrity of partner website and linkages,
- Assisting partners in identifying to recruit and match businesses with the skilled workers they seek,
- Compiling minutes, notes or agendas for meetings convened of the One-Stop Partners to:
  - work with partners to assess customer/client needs as part of the continuous improvement process for the One-Stop Center,
  - collect customer feedback and work with partners to address issues as part of the continuous improvement process for the One-Stop Center,
  - periodically review one-stop programs(s) and center accessibility,
  - assure one-stop center materials are up-to-date and available for resource room staff and customers and maintain adequate inventories,
  - report and coordinate maintenance needs with center staff and property owner/manager

The One-Stop Operator may **not** perform the following functions:

- Convene system stakeholders to assist in the development of the local plan.
- Prepare and submit local plans (as required under WIOA sec. 107).
- Be responsible for oversight of itself.

- Manage or significantly participate in the competitive selection process for One-Stop Operators.
- Select or terminate One-Stop Operators, career service providers, and youth providers.
- Negotiate local performance accountability measures
- Develop and submit budgets for activities for the Local WDB in the Local Area.

**5. LWIA #21 American Job Center Locations:**

***Locations***

**Comprehensive Center**

**The Carlinville Job Center – Macoupin & Greene Counties**

116 South Plum Street

Carlinville, IL 62626

217/854-9642

Hours: Monday-Friday 8:00 a.m.-4:30 p.m.

**Non-Designated Access Sites**

**The Jacksonville Job Center – Morgan, Scott &  
Greene Counties**

345 West State Street

Jacksonville, IL 62650

217/243-5846

Hours: Monday-Friday 8:00 a.m. – 4:30 p.m.

**The Litchfield Job Center – Montgomery County**

108 E. Columbian Blvd. South

Unit B

Litchfield, IL 62056

217/324-2640

Hours: Monday-Friday 8:00 a.m. – 4:30 p.m.

**The Shelbyville Job Center – Shelby County**

515 North Cedar Street

Shelbyville, IL 62565

217/774-5550

Hours: Monday-Friday 8:00 a.m. – 4:30 p.m.

### One-Stop Mandated Partners:

- West Central Development Council, Title IB - Adult, Dislocated Worker, Youth
- West Central Development Council, Trade Adjustment Assistance (TAA)
- Lewis and Clark Community College, Title II - Adult Education and Family Literacy
- Lewis and Clark Community College, Perkins/Post-secondary Career & Technical Education
- Illinois Department of Employment Security, Title III - Wagner-Peyser
- Illinois Department of Employment Security, Migrant Seasonal Farmworker
- Illinois Department of Employment Security, Unemployment Insurance
- Illinois Department of Employment Security, Job Counseling Training, Placement Services for Veterans
- Illinois Department of Employment Security, Trade Readjustment Assistance (TRA)
- Illinois Department of Rehabilitation Services, Title IV - Rehabilitation Services
- Illinois Valley Economic Development Corporation, Community Services Block Grant (CSBG)
- Illinois Department of Human Services, TANF
- Senior Community Services Employment Program (SCSEP)

## 6. Funding

The WDB #21 intends to obligate no more than \$10,000 (\$9,000 for administration and \$1,000 for fiscal) annually for the reimbursement-based contract. At its discretion, the WDB #21 may amend contracts based on performance and funding availability, and/or renew contracts for up to three (3) consecutive contract periods (July 1 through June 30). Bidders must include their hourly reimbursement rate in the proposal. The rate should be inclusive, and detail all expenses.

## 7. Proposal Instructions

RFP'S may be found on the West-Central Development Council, Inc. website, [www.west-central.org](http://www.west-central.org) or may be requested by calling 217/854-9642 ext. 1255.

One (1) original and four (4) copies of all proposals must be received by the WDB board member *Mr. Dan Bates, P.O. Box 155, Palmyra, Illinois 62674* [dbates4720@icloud.com](mailto:dbates4720@icloud.com), **no later than Friday, April 12, 2024 at 3:00 P.M.** Please place documents in a manila envelope, seal it and label as "*WDB #21 One-Stop Operator Proposal.*"

All proposals received by the deadline will be opened by board member Dan Bates and submitted to the Executive Committee of the WDB for review. Selected WDB members will evaluate each proposal and all evaluations will be final. This Request for Proposal does not commit the WDB to award a contract, to pay any cost incurred in the preparation of a proposal or to procure or contract for services or supplies. The WDB reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel this RFP in part or in its entirety. Additionally, the WDB reserves the right to negotiate funding for all or portions of a proposal if it deems necessary. Recommendations by the Executive Committee of the WDB will be presented to the WDB for final approval. **The WDB**

**also reserves the right to renew the contract up to three (3) additional years based on WIOA law and agreed upon by the WDB and the Chief Elected Official (CEO).** All potential bidders will be treated fairly and equally. No additional information will be required from any entity that is not required of all via the original proposal or a request for revision/clarification. The process will adhere to uniform requirements to avoid any preferential treatment. Although no disclosure of proposal contents will occur prior to final selection for award, all proposals will be open for public inspection following that award.

All questions concerning the RFP should be directed to Mr. Dan Bates, board member, at [dbates4720@icloud.com](mailto:dbates4720@icloud.com) no later than ***4:30 P.M. on Monday, April 1, 2024***. Subject line should read, "Question concerning One-Stop Operator Proposal for WDB." The sender will receive an email response. Any questions and answers will be posted to LWIA #21 website at [www.west-central.org](http://www.west-central.org)

## **8. Assembling the Proposal**

Bidders must submit one (1) original and four (4) copies of their proposals. Proposals will not be returned. The WDB reserves the right to reject proposals that are not complete, or are not prepared in compliance with guidelines in this RFP. Please single space proposal and use a 12pt. font. There is not a limitation on number of pages.

Proposals **do not** obligate the WDB to award grants, to pay costs incurred in the preparation of proposals, or to procure or contract for services or supplies prior to issuance of a written contract.

The WDB reserves the right to accept or reject proposals, to cancel all or part of a project, to require applicants to participate in grant negotiations, or to rewrite portions of their proposals. Proprietary rights to all of the data materials, documentation, and products prepared under this grant belong to the WDB.

Please assemble the proposal in the following order:

- Proposal Cover Sheet (Attachment A)
- Proposal Narrative and Budget (Attachment B)
- Proposal Assurance and Signature Form (Attachment C)
- Proposal Hold Harmless and Indemnification Agreement (Attachment D)

## 9. Calendar of Events

The following schedule is in effect for this request. Where dates represent a deadline, **NO** exceptions will be made.

|   |                        |
|---|------------------------|
| Public Notification of RFP availability   | Monday, March 11, 2024 |
| RFPs available for email or postal mail by emailing board member Dan Bates at <a href="mailto:dbates4720@icloud.com">dbates4720@icloud.com</a> or by mail at P.O. Box 155, Palmyra, Il. 62674 | Monday, March 18, 2024 |
| 4:30 p.m. <b><u>deadline</u></b> for request of RFP   | Friday, March 29, 2024 |
| 4:30 p.m. <b><u>deadline</u></b> for questions concerning RFP<br>Refer to "7. Proposal Instructions" for the procedure regarding asking questions.  | Monday, April 1, 2024  |
| 3:00 p.m. <b><u>deadline</u></b> for submission of copies of the proposal to Mr. Dan Bates, P.O. Box 155, Palmyra, Il. 62674  | Friday, April 12, 2024 |
| Review and Selection of the One-Stop Operator by the Executive Committee of the WDB   | April 15-22, 2024      |
| Submission for approval by WCDC Board   | Thursday, May 16, 2024 |
| Submission for approval by WDB #21  | Thursday, May 23, 2024 |
| Notification of selection or non-selection<br>Emailed or mailed to all bidders  | Friday, May 31, 2024   |
| Contract Negotiation Complete   | Friday, May 31, 2024   |
| Contract Start Date   | Monday, July 1, 2024   |

**Note: Dates are subject to change**

## 10. Proposal Evaluation

The sample rating sheet below will be utilized by the WDB review panel during the review and selection process.

**SAMPLE**

**Local Workforce Area #21  
Rating Sheets  
For WIOA One-stop Operator**

Bidder Organization or Consortium \_\_\_\_\_

Reviewer \_\_\_\_\_

Total Points, This Proposal: \_\_\_\_\_ out of 100.

| Question Number | Program narrative Question  | Response Score |
|-----------------|---|----------------|
| 1               | Briefly describe the purpose, activities, and services of your organization. Indicate the number of years your organization has been in business and the organization's understanding and experience in workforce development, including the local system, and/or of WIOA and WIA. Why is your organization in the best position to deliver an innovative One-stop Delivery System? (20 points possible)                          |                |
| 2               | Describe the qualifications of the proposed one-stop operator in terms of knowledge, skills and abilities. Please include the resumes of key staff who will be assigned to this project and their roles on the project. (20 points possible)  |                |
| 3               | Provide an overview of your organization's previous experience facilitating large, diverse stakeholder groups to a common goal or outcome within structured rules and guidelines while fostering collaboration and partnerships. Specific examples are strongly encouraged. What is your approach in navigating and resolving challenging partnerships? (20 points possible)  |                |
| 4               | Explain your organization's customer engagement approach. Include serving diverse customers including employers, economically disadvantaged, individuals with little or no work experience, individuals with disabilities, dislocated workers with experience, and young adults. Explain how information sharing across a variety of partners and programs is an important aspect of great customer service. (20 points possible) |                |
| 5               | Include a concise budget narrative with hourly rates, expenses, etc. (10 points possible)   |                |
| 6               | Discuss your suggestion for how performance on this contract should be measured (10 points possible)  |                |

## Attachment A

**WIOA One-Stop Operator  
Proposal Cover Sheet  
Program Year 2021  
Local Workforce Area #21**

Organization/Consortium \_\_\_\_\_  
 Project Contact Person \_\_\_\_\_  
 Title \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 Telephone Number ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 WIOA Funds Requested \$ \_\_\_\_\_ Have you been audited  
 in the past two years? Yes \_\_\_ No \_\_\_  
 Is a copy of the audit  
 available on request? Yes \_\_\_ No \_\_\_  
 Date of Submission \_\_\_\_\_  
 Federal Employer \_\_\_\_\_  
 Identification No. (FEIN) \_\_\_\_\_  
 Workers Compensation No. \_\_\_\_\_  
 Liability Insurance Company \_\_\_\_\_  
 Policy Number \_\_\_\_\_  
 State or National Certification/Accreditations or Recognizable Credentials \_\_\_\_\_

If a Consortium, list each Organization in the Consortium:

|               |               |
|---------------|---------------|
| Name _____    | Name _____    |
| Address _____ | Address _____ |
| _____         | _____         |
| Name _____    | Name _____    |
| Address _____ | Address _____ |
| _____         | _____         |

I hereby certify that I understand the duties and responsibilities of administering this work plan. Furthermore, I will ensure that this program will comply with all federal and state rules and regulations concerning the operation of such programs. I consent to allow representatives from the West Central Development Council, Illinois Department of Commerce and Economic Opportunity (DCEO) and the United States Department of Labor to review project operations and administrative procedures during normal business hours.

Printed Name, Title & Signature of Project Contact Person:

\_\_\_\_\_

**Attachment B**

**Program Narrative**

Your proposal is evaluated based upon responses to the questions below. Bidders must provide responses in narrative format to each item/question listed below. In your proposal, please provide each question with the corresponding number, and then provide your answer.

1. Briefly describe the purpose, activities and services of your organization. Indicate the number of years your organization has been in business and the organization's understanding and experience in workforce development, including the local system, and/or of WIOA and previously WIA. Why is your organization in the best position to deliver an innovative One-Stop Delivery system?
2. Describe the qualifications of the proposed one-stop operator in terms of knowledge, skills and abilities. Please include the resumes of key staff who will be assigned to this project and their roles on the project.
3. Provide an overview of your organization's previous experience facilitating large, diverse stakeholder groups to a common goal or outcome within structured rules and guidelines while fostering collaboration and partnerships. Specific examples are strongly encouraged. What is your approach in navigating and resolving challenging partnerships?
4. Explain your organization's customer engagement approach. Include serving diverse customers including employers, economically disadvantaged, individuals with little or no work experience, individuals with disabilities, dislocated workers with experience, and young adults. Explain how information sharing across a variety of partners and programs is an important aspect of great customer service.
5. Include a concise budget narrative with hourly rates, expenses, etc.
6. Discuss your suggestion for you performance on this contract should be measured.

**Attachment C**

**Proposal Assurance and Signature Form**

I, \_\_\_\_\_ . \_\_\_\_\_  
Name Title

As an authorized representative of \_\_\_\_\_  
Name of Bidder Entity

I certify that I am empowered to transact business for \_\_\_\_\_  
Name of Bidder Entity

I assure that all statements/claims made in this proposal are factual. I further assure the above  
named organization is an Equal Opportunity Employer, in compliance with accessibility laws  
and not prohibited from receiving federal funds.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment D****Hold Harmless and Indemnification Agreement**

\_\_\_\_\_ (Bidder) agrees to hold harmless and indemnify the Local Workforce Development Board (WDB) #21 against any personal injury or property damage or other loss or damage arising out of the \_\_\_\_\_ (Bidder) negligent acts, errors or omissions in performance of the work to be performed by the \_\_\_\_\_ (Bidder) under the Agreement between the parties dated July 1, 2024 – June 30, 2027 to provide services as the WIOA One-Stop Operator to the WDB #21 or any other work or services to the WDB by the \_\_\_\_\_ (Bidder). It is specifically understood and agreed that in no case shall the \_\_\_\_\_ (Bidder) be required to pay any amount greater than its comparable or proportional fault or negligence as the personal injury or property damage or other losses indemnified hereby.

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Authorized Representative**

\_\_\_\_\_  
**Bidder Organization**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City/State/Zip Code**

\_\_\_\_\_  
**Telephone Number**

## REFERENCES

Workforce Innovation and Opportunity Act, <https://www.doleta.gov/wioa/>

Training and Employment Guidance Letter WIOA Number 15-16,  
[https://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=8116](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=8116)

Illinois workNet, WIOA Works, etc.  
<https://apps.illinoisworknet.com/WIOAPolicy/Policy/Index/192>

**WORKFORCE INNOVATION AND OPPORTUNITY ACT  
(WIOA)**

PROGRAM YEAR 2021  
July 1, 2024 – June 30, 2027

**LOCAL WORKFORCE AREA #21**

Serving Greene, Macoupin, Montgomery,  
Morgan, Scott and Shelby Counties in Illinois

**REQUEST FOR PROPOSALS (RFP)  
FOR A  
WIOA ONE-STOP OPERATOR**

For the comprehensive Job Center in Carlinville, Macoupin County, IL and the  
access sites in:

Litchfield – Montgomery County, IL  
Jacksonville – Morgan/Scott/Greene Counties, IL  
Shelbyville – Shelby County, IL

## Attachment A

**WIOA One-Stop Operator  
Proposal Cover Sheet  
Program Year 2024  
Local Workforce Area #21**

Organization/Consortium Macoupin Area American Job Center Consortium

Project Contact Person Dr. Val Harris

Title LWIA 21 One Stop Partner Committee Chair

Mailing Address 5800 Godfrey Road, Godfrey, IL 62035

Telephone Number (618) 468-4100 FAX (618)468-7175

Email Address [vharris@lc.edu](mailto:vharris@lc.edu)

WIOA Funds Requested \$ 10,000

Date of Submission 4/5/2024

If a Consortium, list each Organization in the Consortium:

Name Dr. Valorie Harris

Agency Lewis & Clark Comm. College

Name Matt Jones

Agency West Central Development Council

Name Robert Heape

Agency DHS - Illinois Division of Rehabilitation

I hereby certify that I understand the duties and responsibilities of administering this work plan. Furthermore, I will ensure that this program will comply with all federal and state rules and regulations concerning the operation of such programs. I consent to allow representatives from the West Central Development Council, Illinois Department of Commerce and Economic Opportunity (DCEO) and the United States Department of Labor to review project operations and administrative procedures during normal business hours.

Printed Name, Title & Signature of Project Contact Person:

Dr. Val Harris, Associate Dean – Adult Education

Valorie Harris

## Attachment B

**Macoupin Area American Job Center Consortium  
Program Narrative**

1. Briefly describe the purpose, activities and services of your organization. Indicate the number of years your organization has been in business and the organization's understanding and experience in workforce development, including the local system, and/or of WIOA and WIA. Why is your organization in the best position to deliver an innovative One-Stop Delivery system:

The Macoupin Area American Job Center Consortium (MAAJCC) includes the Division of Rehabilitation Services (DRS), Lewis and Clark Community College (LCCC), and the West Central Development Council (WCDC). This partnership was initiated twenty plus years ago to collaboratively operate the comprehensive One-Stop Center in Calhoun, Greene, Jersey, Macoupin, Montgomery, Morgan, Scott, and Shelby counties. The partners in MAAJCC had worked together through numerous versions of workforce legislation, but formally came together at that time under the Workforce Investment Act of 1998. Under the newest legislation, the Workforce Innovation and Opportunity Act (WIOA), the purpose of MAAJCC has stayed consistent and has not wavered. We continue to be the place for both job-seekers and businesses alike to go to secure workforce development services and support. This is reflected through the numerous and varied activities and services included in the following tables:

| Career Service                                     | Partner/Provider  |
|--|---|
| Eligibility for Title 1-B participants             | WCDC  |
| Outreach, intake and orientation                   | WCDC, LCCC, IDES, DRS, National Able- Senior Community Services Employment Program (SCSEP), IVEDC, Lincoln Land Community College (LLCC), other WIOA partners |
| Skills and supportive service needs assessment     | WCDC, LCCC, DRS, Caritas-SCSEP, IVEDC, LLCC, other WIOA partners  |
| Labor exchange services                            | IDES  |
| Program coordination and referral                  | WCDC, IDES, LCCC, DRS, Caritas-SCSEP, IVEDC, LLCC, other WIOA partners  |
| Labor market information                           | IDES  |
| Training provider performance and cost information | WCDC  |

|  |   |
|--|---|
| Performance information for the local area as a whole                                    | WCDC, IDES  |
| Information about the availability of supportive services and referral to these services | WCDC, DRS, LCCC, IDES, IVEDC, LLCC, other WIOA partners   |
| Information and assistance with UI claims  | IDES  |
| Assistance establishing eligibility for financial aid                                    | WCDC, IVEDC, LCCC, LLCC                                   |
| Employment retention services  | WCDC, IDES, DRS, National Able-SCSEP, other WIOA partners |
| Follow-up services for Title 1-B participants  | WCDC  |

| Training Service   | Partner/Provider            |
|--|-----------------------------|
| Occupational skills training, including training for nontraditional employment   | WCDC, LCCC, LLCC, IVEDC     |
| On-The-Job training (OJT)  | WCDC                        |
| Incumbent Worker Training (IWT)  | WCDC                        |
| Programs that combine workplace training with related instruction, which may include cooperative education programs                          | WCDC, LCCC, LLCC            |
| Skill upgrading and retraining   | WCDC, LCCC, DRS, IDES, LLCC |
| Entrepreneurial training   | Small Business Center SIUE  |
| Job readiness training provided in combination with other career services  | WCDC, IDES, DRS             |
| Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs | LCCC, LLCC                  |

|  |      |
|--|------|
| Customized training conducted with a commitment by a business or group of businesses to employ an individual or individuals upon successful completion of the training | WCDC |
|--|------|

MAAJCC is uniquely positioned to operate the best and most innovative One-Stop Delivery System in Greene, Macoupin, Montgomery, Morgan, Scott, and Shelby counties. The consortium partners have been operating a One-Stop Center since 1997. During this time, the One-Stop Center achieved certification by the State of Illinois and have either met or exceeded the requirements needed for a comprehensive center. MAAJCC has demonstrated a proven track record of cooperation and collaboration among its partners. Both individually and collectively, consortium partners have demonstrated an interest in innovative approaches to serving their customers, whether they be businesses, clients, or students - youth or adult. MAAJCC has ensured that partner information is shared on-site and on a regular basis and the One-Stop has operated smoothly over the years. We have participated in quarterly meetings (or more frequently) to keep informed about each other's services and to collaborate on various projects. A common customer referral form was developed and continues to be used to insure customers are informed of the variety of services available to them. See Attachment F for the Partner Referral Form. However, as an example of continuous improvement, the consortium partners are looking at an electronic and more accessible & streamlined referral process.

2. Describe the qualifications of the proposed one-stop operator in terms of knowledge, skills and abilities. Please include the resumes of key staff who will be assigned to this project and their roles on the project:

West Central Development Council – Matt Jones, Executive Director – Mr. Jones brings a strong understanding of Title IB and numerous other programs to this consortium. Matt has worked in workforce development in a variety of positions for over 30 years and is dedicated to serving the customers within LWIA 21.

Lewis & Clark Community College – Dr. Val Harris, Associate Dean, Adult Education – Val has over thirty years of experience in the field of adult education, working in both leadership and direct instructional roles and has always had an unwavering commitment to serving both youth and adult customers. She brings a deep understanding of Title II programming to the consortium.

Illinois Department of Human Services/Division of Rehabilitation Services – Robert Heape, Rehabilitation Services Supervisor. Robert brings an in-depth understanding of how to best serve individuals with disabilities – from assessment to vocational counseling and training.

See Attachment G for the resumes of these three key staff members for a more detailed description of their knowledge, skills, and abilities.

3. Provide an overview of your organization's previous experience facilitating large, diverse stakeholder groups to a common goal or outcome within structured rules and guidelines while fostering collaboration and partnerships. Specific examples are strongly encouraged. What is your approach in navigating and resolving challenging partnerships:

Over the past 40 years, the workforce development and training programs have evolved through various legislative changes. The system has moved from Job Training Partnership (JTPA) to Workforce Investment Act (WIA) to the current legislation, Workforce Innovation & Opportunity Act (WIOA). In each of these federal acts, there were funds to collaborate on projects and programs among state and local agencies to enhance their services to youth, adults and dislocated workers. There were also additional opportunities to innovate as a consortium. Listed below are just some of examples of those partnerships:

- Rapid Response workshops for dislocated workers are coordinated by West Central Development Council and IL Department of Employment Security. Other partnering agencies present at the workshops as well. Many times these workshops take place at the business to inform their laid-off workers of the services available to them. This is an ongoing activity provided on an immediate and as needed basis.
- Lewis and Clark's Adult Education Area Planning Council annually facilitates a meeting of the partners around the goals and needs of adult learners in the area. This is a legislated activity with specific rules and guidelines provided from the Illinois Community College Board (ICCB).
- Each year, all of the partner agencies work together to host a variety of career and hiring events. For example, The LCCC Job Fair has over 40-50 participating businesses with an average of 200-300 attendees.
- The One-Stop Partner Committee, Youth Committee, Business Services Team and various other groups have met throughout the last 20 years to provide the best possible customer service and program service delivery.

There are also many examples of youth initiatives, partnerships with non-WIOA organizations and many other collaborative efforts focused on building career pathways and talent pipelines within LWIA 21 and overseen by MAAJCC through the comprehensive one-stop center.

4. Explain your organization's customer engagement approach. Include serving diverse customers including businesses, economically disadvantaged, individuals with little or no work experience, individuals with disabilities, dislocated workers with experience, and

young adults. Explain how information sharing across a variety of partners and programs is an important aspect of great customer service:

Our One-Stop delivery system focuses on an integrated customer service strategy with a “single-point of contact” to our job seeker and business customers. The service delivery model has been and will continue to be driven by providing exceptional customer service, by meeting the needs of business and job seekers and by providing seamless services with a team approach.

The following examples demonstrate how we serve our customers:

- Community colleges are adding recruitment efforts, career awareness, and transition activities within the classroom and disability transition services. In addition, they continue bridge programming and ICAPS programming, including transition and job skills in the classroom and for the work force.
  - Illinois High School Diploma (formerly GED) and Adult Education services are offered for students, most of whom are economically disadvantaged and have had little or no work experience.
  - The LCCC Carl D. Perkins Student Support Project provides transitional and direct services for eligible students seeking to enter career and technical education training programs. Those students may be displaced homemakers, non-traditional in his or her chosen career field, have limited English-speaking skills, a single parent, low-income, and/or disabled; physically or academically. Those eligible may receive books, supplies and/or other required materials for the CTE program he or she is entering.
- Vocational Rehabilitation (DRS) is continuing to focus on employment opportunities that include on the job training and education, work experience and training services for adults and youth. Transition services and work experience services are provided to youth while in, and when leaving, school. These services are especially helpful for individuals with disabilities. They continue to provide a liaison between their office and the One-Stop Center. The staff counselor is on call to assist with services for individuals with disabilities that visit the One-Stop Center and to help center staff with questions regarding employment opportunities and accommodations for persons with disabilities.
- Illinois Department of Employment Security is continuing the Hiring the Future Program, which works with in school and out of school youth. They also work with WIOA partners for referrals and services.
- Regional Offices of Education work with agencies to provide work-based learning, career and transition fairs, job shadowing and transition services to primarily K-12 students.
- Community Services Block Grant collaborates with WIOA partners to cover tuition costs and offer scholarships for low-income individuals.

- LCCC has a YouthBuild program that serves the surrounding communities. These programs reach diverse and out of school youth – most of whom are low-income with little or no work experience.
- Illinois Department of Employment Security (IDES) publishes industry and occupational projections, both long and short term, along with other useful data on the Virtual Labor Market Information (VLMI) system and the IDES website. Occupational wage data, demographic characteristics of the Illinois labor force and other employment statistics serve to inform policy makers and service providers on local economic trends and assist them in the process of data-based decision making to serve the Illinois residents, especially the targeted populations in the region. The Illinois Career Information System (CIS) includes an online portfolio, career assessments, comprehensive information on careers, schools and educational programs, budgeting tools, as well as a resume creator and job search tips. The VLMI assists the resume and cover letter process with detailed information on businesses, including contact information, and maps to the locations. This information is available to all partners and is critical to help us to understand the local demand so we can provide the most relevant training for our customers.

Information sharing is an important aspect of great customer service. The One-Stop Partner Committee meets every other month to share information about programs and services for the diverse customers that each one serves. The committee coordinates cross-training and professional development for front line partner staff. Excellent customer service will always be an emphasis of MAAJCC as part of its dedication to a human centered design.

5. Include a concise budget narrative with hourly rates, expenses, etc.

Budget Narrative – A One-Stop Operator budget of up to \$10,000 will be used for various expenditures that will support the operation of MAAJCC and the fulfillment of its duties as One-Stop Operator. Of this, \$8,000 will go toward administrative and staff costs for One-Stop oversight, survey analysis, and cross training. Another \$2,000 will be spent on outreach, marketing and other incidental items. This budget has been in place during previous agreements and costs have come in at or below the \$10,000 threshold.

6. Discuss your suggestion for you performance on this contract should be measured: Ideally the consortium's performance would be measured on how well we meet our purpose, to be the place for both job-seekers and businesses alike to go to find workforce development services and support. To that end, we will use the Customer Satisfaction Survey that is used currently in the center and on the website. See Attachment E for survey. Results from this survey will be shared with consortium members and One-Stop Center staff, both to ensure we are meeting our purpose and also be a guide for ongoing continuous improvement. The consortium partners are also looking at more accessible and streamlined customer satisfaction tool for the future.

To measure impact on the business side, we could use a survey already created and used with businesses that use the center to recruit potential employees. Every week there are several businesses that advertise job openings through our Job Centers and on the WCDC website. The businesses are also welcome to utilize center space for recruitment and interviews. They would be asked to complete the survey after their hiring event or other interactions. By using the results of this survey, the effectiveness of the methods of recruiting and hiring applicants would be evident. This approach would be implemented as part of the new One-Stop Operator protocol going forward.

Results from both surveys could be shared with the LWIA 21 Workforce Development Board as an added accountability measure.

Attachment C

Proposal Assurance and Signature Form

I, Dr. Val Harris One-Stop Partner Committee Chair  
Name Title

As an authorized representative of Macoupin Area American Job Center Consortium - MAAJCC  
Name of Bidder Entity

I certify that I am empowered to transact business for Macoupin Area American Job Center Consortium  
Name of Bidder Entity

I assure that all statements/claims made in this proposal are factual. I further assure the above  
named organization is an Equal Opportunity Employer, in compliance with accessibility laws  
and not prohibited from receiving federal funds.

Valorie Harris  
Signature

4/4/2024  
Date

Witness:

Matt Jones  
Signature

Matt Jones  
Name

Executive Director  
Title

4/4/2024  
Date

**Attachment D****Hold Harmless and Indemnification Agreement**

Macoupin Area American Job Center Consortium (Bidder) agrees to hold harmless and indemnify the Local Workforce Development Board (WDB) #21 against any personal injury or property damage or other loss or damage arising out of the Macoupin Area American Job Center Consortium (Bidder) negligent acts, errors or omissions in performance of the work to be performed by the Macoupin Area American Job Center Consortium (Bidder) under the Agreement between the parties dated July 1, 2024 – June 30, 2027 to provide services as the WIOA One-Stop Operator to the WDB #21 or any other work or services to the WDB by the Macoupin Area American Job Center Consortium (Bidder). It is specifically understood and agreed that in no case shall the Macoupin Area American Job Center Consortium (Bidder) be required to pay any amount greater than its comparable or proportional fault or negligence as the personal injury or property damage or other losses indemnified hereby.

Dated: 4/4/2024

Valorie Harris  
**Authorized Representative**

Macoupin Area American Job Center Consortium  
**Bidder Organization**

N/A

Address

City/State/Zip Code

Telephone Number



# Welcome to the Job Center

Attachment E

The Job Center is dedicated to providing you with quality service and customer satisfaction. Please let us know how the Job Center was of benefit to you and what improvements are needed to make our services better.

---

## Question Title

1. In what county do you live?

## FACILITIES

## Question Title

2. Was the Job Center clean?

☐ Yes

☐ No

## Question Title

3. Was there adequate space?

☐ Yes

☐ No

## Question Title

4. Are the hours of service convenient?

☐ Yes

☐ No

## Question Title

5. Was the facility well lit?

☐ Yes

☐ No

## Question Title

6. Was the Job Center comfortable?

☐ Yes

☐ No

## Question Title

7. Did the Job Center provide reasonable accommodations equipped to meet your needs?

☐ Yes

☐ No

**Question Title**

**8. Did the Job Center meet your expectations?**

- ☐ Yes
- ☐ No

33% of survey complete.

## **PERSONNEL**

**Question Title**

**9. Was the service prompt?**

- ☐ Yes
- ☐ No

**Question Title**

**10. Was the staff friendly?**

- ☐ Yes
- ☐ No

**Question Title**

**11. Did the Job Center staff provide you with assistance in your job search?**

- ☐ Yes
- ☐ No

**Question Title**

**12. Will you make a return visit to the Job Center for further assistance?**

- ☐ Yes
- ☐ No
- ☐ N/A

**Question Title**

**13. Was the information received useful?**

- ☐ Yes
- ☐ No

**Question Title**

**14. Were you directed to appropriate staff or another agency for assistance?**

- ☐ Yes
- ☐ No
- ☐ N/A

**Question Title**

**15. How did you hear about the Job Center?**

- ☐ Media
- ☐ Internet/Social Media
- ☐ Newspaper
- ☐ Friend
- ☐ Family
- ☐ IL Department of Human Services/Family Community Resource Centers/SNAP & TANF
- ☐ IL Department of Human Services / Division of Rehabilitation Services
- ☐ Illinois Department of Employment Security
- ☐ Lewis and Clark Community College
- ☐ Illinois Valley Economic Development Corporation
- ☐ Other (please specify) \_\_\_\_\_

**Question Title**

**16. Please mark all the materials and services that you used during your visit to the Job Center.**

- ☐ Illinois workNet
- ☐ IllinoisJobLink.com
- ☐ Job Search Resources
- ☐ Job Search Videos
- ☐ Resource Books
- ☐ Newspapers
- ☐ Job Board
- ☐ Resume Assistance
- ☐ Computers
- ☐ Telephone or Fax
- ☐ Job Applications
- ☐ Workshops

67% of survey  
complete.

---

**Question Title**

**17. Please help us evaluate our services by marking the choice that best corresponds to your experience at the Job Center.**

|                              | Poor                  | Average               | Good                  | Excellent             |
|------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Pleasant greeting            | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Helpfulness of staff         | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Explanation of programs      | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Questions answered clearly   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Job search assistance useful | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Overall satisfaction         | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

**Question Title**

**18. Please provide any specific comments or suggestions about the Job Center that you may have:**

**Question Title****19. Optional Information**Name Address Address 2 City/Town ZIP/Postal Code Email Address Phone Number 

**Thank you for completing the West Central Job Center Survey!**

100% of survey complete.

---

**Partner Referral Form**  
Please **print** the following as completely as possible:

**ATTACHMENT F**

Legal Name \_\_\_\_\_ Date \_\_\_\_\_ Age \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_ Contact # \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_ IL County \_\_\_\_\_  
 Email \_\_\_\_\_  
 Referral Reason: \_\_\_\_\_

Which of the following best describes your **current** employment status:☐ Male ☐ Female

- ☐ Never Employed  
☐ Unemployed  
☐ Employed full-time or part-time  
☐ Employed but received notice of termination/military separation  
☐ Self Employed  
☐ Displaced Homemaker

Military Service

- Active Duty Military ☐ Yes ☐ No  
 Prior Military Service ☐ Yes ☐ No  
 Qualified Spouse of Veteran ☐ Yes ☐ No  
 Transitioning Service Member ☐ Yes ☐ No

Highest Grade Completed (Completed Level of Education) \_\_\_\_\_

Do you have any disabilities that could limit your job search? Please Explain (Optional)

**How can we help you? Check all that apply**

- ☐ Employment Services ☐ Training/Education Opportunities ☐ Unemployment Benefits Filing Information  
☐ Job Search Assistance ☐ Resume Assistance ☐ Youth Programs (ages 16 to 24) ☐ Veteran Information  
☐ Older Worker Programs (age 55 and up) ☐ Medical/TANF/SNAP ☐ Hiring Event/Job Fair

**Please check the barriers that may prevent you from obtaining employment/training. Check all that apply**

- ☐ Age ☐ Housing Assistance ☐ Limited English ☐ Job Search Skills ☐ Transportation  
☐ Childcare ☐ Homelessness ☐ Work History ☐ Criminal Record ☐ Lack HS Diploma/HSE/GED®  
☐ Drug/Alcohol Abuse ☐ Health Restriction ☐ Require Special Accommodation ☐ Legal Issues  
☐ Lack of Driver's License ☐ Internet Access ☐ Less Than Honorable Military Discharge

I hereby authorize \_\_\_\_\_ to disclose the following information about me for the purpose of providing me with service coordination.

Signature of Customer

Date

**CONFIDENTIALITY NOTICE:** The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure

Referred to: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

**Email Referral to: [info@west-central.org](mailto:info@west-central.org)**

Equal Opportunity Employer/Program: Auxiliary Aids and Services are available Upon Request to Individuals with Disabilities.

April 2024

**Attachment G**

**Macoupin Area American Job Center Consortium  
MAAJCC**

**One-Stop Operator Proposal  
Resumes – Key Staff**

## Dr. Valorie K. Harris

### Summary

I am a forward-thinking, high energy, and knowledgeable leader with over thirty years of experience visioning, innovating, and implementing transformative educational efforts. I am accomplished in the areas of growing and developing staff potential around a common vision, strategic planning, designing and writing proposals, managing grants both fiscally and programmatically, and developing and implementing policies and partnerships. I am strong in building relationships and connecting ideas, partners, and funding to bring ideas to life that are equitable and that benefit students. I am motivated by the life-changing power of education, social justice and service.

### EDUCATION

|  |      |
|--|------|
| Ed.D. Higher Education Leadership,<br>Maryville University, St. Louis, MO              | 2016 |
| Dissertation: <i>Grit and Student Success: Perceptions of Adult Education Students</i> |      |

Doctoral Professional Practice Experience with YouthBuild USA, Inc., conducting a qualitative review of Mental Toughness II, a bridge to help YouthBuild and adult education students to successfully transition to college.

|  |      |
|--|------|
| M.S. Education, Reading Specialist<br>Southern Illinois University. Edwardsville, IL | 1993 |
|--|------|

|   |      |
|---|------|
| B.S. Liberal Arts and Sciences, Psychology Field of Concentration<br>University of Illinois, Urbana-Champaign, IL | 1985 |
|---|------|

### PROFESSIONAL EXPERIENCE

|  |              |
|--|--------------|
| Associate Dean (full-time), Adult Education, Lewis & Clark Community College | 2012-present |
|--|--------------|

Responsibilities include providing vision and leadership for student success and access to college and career training and support for adult learners across the L&C district; working closely with adult education Directors for all programmatic, strategic and financial facets of adult education in partnership with 30-50 staff members and nearly 500 students each year; managing grants worth nearly \$1 million annually. L&C's Adult Education Division provides Adult Basic Education, IL High School Diploma (formerly GED®) Preparation, English as a Second Language, Project READ Adult Literacy, Family Literacy, Bridging the Digital Divide Technology Centers, YouthBuild, Pre-Apprentice Construction training, Solar Pathways, and College Transition programs.

### Highlights and Accomplishments:

- Working closely with L&C's Sustainability Director and Adult Education Director revised Solar Pathway curricula and built enrollment that ultimately made the Solar training sustainable as an ongoing vocational training offered by L&C.
- Leading a team in designing and implementing the BlendFlex mode of instruction in Adult Education
- Supporting adult education team of faculty and staff through a transition to completely virtual programming that included virtual instruction, case management and vocational course offerings as well as ongoing virtual staff support during COVID19 shutdown
- Promoted to assume responsibilities of Director for Department of Education Title III effort from 2012-2017: Strengthening Institutions (50%) to assist with the addition of L&C's Welding program including ICAPS Welding, also maintaining responsibilities with Adult Education programming (50%).
- Principle grant author, overseeing the successful development, implementation and sustaining of L&C's Department of Labor YouthBuild project in 2012, 2015, 2017, 2021 (currently implementing 5<sup>th</sup> \$1.1 million, 3-year grant).

### Director, (full-time), Adult Education

1993-2012

Responsibilities include giving vision and leadership to all programmatic, strategic and financial facets of adult education in partnership with 30-50 staff members, serving over 500 students, and managing grants worth nearly \$1 million annually. L&C's Adult Education Division provides Adult Basic Education, GED Preparation, English as a Second Language, Project READ Adult Literacy, Family Literacy, Bridging the Digital Divide Technology Centers, YouthBuild, and College Transition programs.

### Accomplishments include:

- Selected as one of eight Illinois community colleges for funding to change the way adult and developmental education is delivered through an innovative I-BEST approach to teaching.
- Principle grant author, oversaw the successful development, implementation and sustaining of L&C's Department of Labor YouthBuild project in 2009 (currently implementing 3<sup>rd</sup> \$1.1 million, 3-year grant).
- Developed and strategically co-lead L&C's Student Success Team that insures that substantive changes at the college are documented, team perspectives are considered, and that they are informed by evidence to strengthen students' learning and the institution as a whole.
- Selected as one of thirteen Illinois community colleges in FY 2007 to participate in the Joyce Foundation sponsored Shifting Gears initiative. From this effort, assisted with developing contextualized bridge programming to manufacturing. This also led to the creation of bridge programs contextualized to the health sciences area.
- Primary grant author in the federal Community Technology Center grants in FY 2001 and 2003, oversaw development and implementation of these projects. Eight CTCs continued and served over 1500 community members each year, without federal funding.

- Frequent presenter at local, regional, state and national workshops and conferences

**Public Assistance Retention Specialist, Lewis & Clark Community College, 1991-1993**

- Developed, implemented and reported for a special grant program
- Provided assistance to students in goal identification and completion

**Instructor, Southern Illinois University, Lewis & Clark Community College, 1989-1991**

- Taught reading, writing and mathematics to adults at all skill levels

**Reading Disabilities Diagnostician, Southern Illinois University, Lewis & Clark Community College, 1989-1991**

- Diagnosed reading disabilities and prescribed strategies for improvement

**PROFESSIONAL ASSOCIATIONS**

- IACEA - the voice of adult education in Illinois – Executive Board (Past President, Chair of Legislative Committee)
- Workforce Innovation Board – Local Area 21, 2003-present
- Workforce Innovation Board -- Local Area 22, 2015-present
- L&C Strategic Plan Steering Committee member (2010-2011)
- Lewis and Clark Area Planning Council (Past Chair), 1998-present
- Illinois Community College Board Strategic Planning Task Force (2009)
- Illinois Community College Board Funding Task Force (2002-2003)
- Illinois Community College Advisory Council (2000-2001)

**COMMUNITY ASSOCIATIONS and AWARDS**

- Alton Area Habitat for Humanity Board (Former President, Secretary, current Board member), 2009-present
- Lewis and Clark Habitat for Humanity Affiliate Board (Former President, Former Secretary), 2011-2023
- Alton Tax Project, Volunteer Tax Preparer, 2006-present
- Weed and Seed Strategy Steering Committee, 2006-2011
- 2016 Alton YWCA Women of Distinction Award
- 2016 Concerned Citizens of Alton Chairman Award
- 2013 Madison County Urban League Community Service Excellence Award
- 2010 100 Black Men Community Service Award recipient
- 2009 IACEA – the voice of Adult Education Administrator of the Year

ROBERT L. HEAPE, MS  
Public Service Administrator Opt 6I  
Illinois Licensed Clinical Professional Counselor

Work: 340 W. State Street, PO 370, Jacksonville, IL 62650. Phone: 217-245-9588 Cell: 217-320-5354  
Personal Email: [robertheape@yahoo.com](mailto:robertheape@yahoo.com) Work Email: [Robert.heape@illinois.gov](mailto:Robert.heape@illinois.gov)

HUMAN SERVICES PROFESSIONAL

Master degree in Counseling. More than 36 years of professional experience. Illinois Licensed Clinical Professional Counselor. Background includes nine (9) years of responsible administrative experience as a supervisor of various programs in a rehabilitation counseling related field. Over four (4) years of experience as the Director and Administrator to an outpatient Mental Health Center that provided rehabilitation services. Over 7 years of experience as a Rehabilitation Counselor within the Division of Rehabilitation Services. Experience working with Federal and State regulations and statutes related to rehabilitation programs, interacting with and communicating with a wide range of stakeholders, establishing and maintaining effective working relationships serving underserved populations.

EMPLOYMENT HISTORY

PUBLIC SERVICE ADMINISTRATOR opt 6I June 16 2023 to Present

Illinois Department of Human Services, Division of Rehabilitation  
1429 S. Main St., Ste. C, Jacksonville, IL 62650

Supervisor: Courtney Wick, Assistant Bureau Chief

Responsible for day-to-day operations of the DRS field office as Administrator, directs program activities, supervises office staff, communicates with customers, family members regarding services available and manage issues and concerns, directs the maintenance of customer case-related records. Oversees and plans program compliance with Federal and State regulations to serve needs of individuals with disabilities. Interacts with and communicating clearly with a wide range of stakeholders. Programs include Vocational Rehabilitation Services and the Home Services Program.

TEMPORARY PUBLIC SERVICE ADMINISTRATOR opt 6I December 1 2022 to 06/16/2023

Illinois Department of Human Services, Division of Rehabilitation  
1429 S. Main St., Ste. C, Jacksonville, IL 62650

Supervisor: Courtney Wick, Assistant Bureau Chief

Responsible for day-to-day operations of the DRS field office as Administrator, directs program activities, supervises office staff, communicates with customers, family members regarding services available and manage issues and concerns, directs the maintenance of customer case-related records. Oversees and plans program compliance with Federal and State regulations to serve needs of individuals with disabilities. Interacts with and communicating clearly with a wide range of stakeholders. Programs include Vocational Rehabilitation Services and the Home Services Program.

REHABILITATION COUNSELOR SENIOR August 16 2018 to 12/01/2022

Illinois Department of Human Services, Division of Rehabilitation  
1429 S. Main St., Ste. C, Jacksonville, IL 62650

Supervisor: Tim Preston

Counselors in the Home Services program determine necessary rehabilitation services for customers to remain independent in their home and community. Typical functions include: Conducts customer interviews as a component of determining program eligibility; assesses need for services and develops service plans; coordinates

and ensures provision of essential services; refers customers for evaluative, restorative and/or rehabilitative services. Worked with Federal and State regulations developing plans to meet the service needs of individuals with disabilities.

REHABILITATION COUNSELOR

October 14 2015 to August 16 2018

Illinois Department of Human Services, Division of Rehabilitation  
1429 S. Main St., Ste. C, Jacksonville, IL 62650

Supervisor: Becky Stevens

Counselors in the Home Services program determine necessary rehabilitation services for customers to remain independent in their home and community. Typical functions include: Conducts customer interviews as a component of determining program eligibility; assesses need for services and develops service plans; coordinates and ensures provision of essential services; refers customers for evaluative, restorative and/or rehabilitative services. Worked with Federal and State regulations developing plans to meet the service needs of individuals with disabilities.

REHABILITATION COUNSELOR TRAINEE

April 2015 to Oct 2015

Illinois Department of Human Services, Division of Rehabilitation  
1429 S. Main St., Ste. C, Jacksonville, IL 62650

Supervisor: Becky Stevens

Counselors in the Home Services program determine necessary rehabilitation services for customers to remain independent in their home and community. Typical functions include: Conducts customer interviews as a component of determining program eligibility; assesses need for services and develops service plans; coordinates and ensures provision of essential services; refers customers for evaluative, restorative and/or rehabilitative services. Worked with Federal and State regulations developing plans to meet the service needs of individuals with disabilities.

DIRECTOR

June 16 2010 to March 31 2015

Mental Health Centers of Central Illinois, Jacksonville, IL

Administrator of an outpatient mental health center that provided rehabilitation service-delivery program for persons with disabilities in an underserved area. Prepared for CARF credentialing, monitored compliance with State & Federal regulations and statutes, trained & supervised staff in various clinical areas including documentation, treatment planning. Provided direct clinical and administrative supervision of numerous site rehabilitation service programs including Individual Placement Support, a model of supported employment for those with disabilities of Serious Mental Illness. Participated in agency Quality Assurance Program. Chaired Chamber of Commerce Health Committee and Chamber Executive Board member (2010-2013). Interacted with wide range of stake holders. Assigned work, provided guidance to subordinates, recommending staff counseling, implemented discipline, participated in termination, preparing staff performance evaluations.

CLINICAL MANAGER

June 1 2007 to June 15 2010

Mental Health Centers of Central Illinois, Jacksonville, IL

Conducted rehabilitation clinical services, supervised staff in Adult Outpatient Therapy, Psychosocial Rehabilitation, Access (Intake/Crisis), and After Hours Crisis Programs, in a community mental health rehabilitation program. Provided Supervision and oversight to an Employment Program (IPS). Trainer for agency staff. Assigned work, provided guidance to subordinates, prepared staff performance evaluations. Interacted with stake holders. Worked with federal and state statutes and regulations to meet service needs of individuals with disabilities.

SENIOR CLINICIAN

August 16 2006 to May 31 2007

Mental Health Centers of Central Illinois, Jacksonville, IL

As Senior Clinician conducted rehabilitation clinical services in rehabilitation program for persons with disabilities. **Supervised** Adult Outpatient Therapy, Crisis Services, and Psychosocial Rehabilitation Programs. Provided supervision and oversight of programs. Assigned work, provided guidance to subordinates, prepared staff performance evaluations. Interacted with stake holders. Worked with federal and state statutes and regulations to meet service needs of individuals with disabilities.

ACCESS/ADULT OUTPATIENT THERAPIST  
Mental Health Centers of Central Illinois, Jacksonville, IL  
Supervisor: Director

January 06 2003 to August 15 2006

Served as Adult Outpatient/Access Therapist providing rehabilitative services in intake, referral, crisis services and clinical rehabilitation therapy services to customers. Worked with federal and state statutes and regulations to meet service needs of individuals with disabilities.

COUNSELOR  
Hutchinson Community College, Student Support Services  
1300 North Plum; Hutchinson, KS 67501-5894

August 2000 to December 31 2002: 1 yr 6 mos.

Supervisor: Star Gipson, Executive Director; 1-800-289-3501, ext 3560  
Provided personal, academic and career counseling to college students. Supervised the Student Support Services Tutoring Program. Provided Advising. Assisted in implementing Trio program. Adjunct Instructor for Freshman Success Orientation and Career Decision Making courses.  
\*Left to move with family member who obtained a local position.

INTENSIVE THERAPIST

June 2000 to August 2000

Action Youth Care, Inc. 1149 Mercer St., Princeton, WV 24740  
Supervisor: Rick Allen, Regional Therapy Coordinator; 877-725-3636  
Provided intensive individual and family rehabilitative therapy services to children and adolescents in their homes. Clients referred by various agencies such as Child Protective Services and schools. Worked with federal and state statutes and regulations to meet service needs of individuals  
\*Left to move to Kansas for family member to accept a position as a Professor at McPherson College.

COORDINATOR

January 4, 2000 to June 2000: 6 mos.

F.M.R.S. Mental Health Council; Beckley, West Virginia  
Supervisor: Paula Dyer, Director; 304-256-7100.  
Manager of the Crisis Residential Unit. **Direct supervisor** of the program with approximately 10-15 staff. Provided clinical supervision as well as direct services. Crisis Unit provided rehabilitative services as alternative to inpatient psychiatric hospitalization to individuals with disabilities.  
\*Left to provide direct counseling services at Action Youth Care.

PROFESSIONAL COUNSELOR

October 1, 1998 to Dec. 31 1999: 1 year 3 mos.

Bluefield Mental Health Center; Bluefield, West Virginia.  
Supervisor: Riaz U. Riaz, Psychiatrist; 540-322-1992.  
Provided individual and family counseling in a for profit private outpatient mental health clinic primarily to adults, but also serving adolescents and children. Diagnosed and completed counseling intake assessments. Completed treatment plans. \*Left due to owner moving business to Virginia where I did not hold a license.

CASE MANAGER & UTILIZATION REVIEWER

March 17 1997 to Sept. 11 1998: 1 yr. 5 mos.

Columbia Raleigh General Hospital; Beckley, West Virginia.  
Supervisor: Cindy McCall, LPC  
Provided case management and psychotherapy services in an inpatient adult psychiatric unit. Conducted utilization review, emergency room assessments, psychosocial assessments, and treatment team meetings. Provided individual, group and family psychotherapy. Conducted case management, patient education, treatment planning and discharge planning. \*Left due to River Oaks Psychiatric unit being closed.

UTILIZATION REVIEWER

April 1994 to August 1996: 2 years 4 mos.

Corphealth, Inc. of Fort Worth, Texas  
Supervisor: Sabrina Houser; 817-332-2519.  
Conducted telephonic clinical review and case management for a managed behavioral care company. Monitored and reviewed inpatient, outpatient and intermediate care services for mental health and chemical dependency

treatment. Conducted Peer Review of cases, initial referrals, certification of treatment. Involved strict compliance with account requirements and national standards. Served on Quality Assurance & Improvement Committee. Utilized computer based records system. \*Left to move with wife who became Assistant Professor.

PSYCHOTHERAPIST

October 1992 to April 1994: 1 year 6 months

Mid-Cities Psychiatric Center of Bedford, Texas

Supervisor: Bernard Rousch, MD Psychiatrist; 817-285-8081.

Provided individual and family therapy to children, adolescents, and adults in an outpatient psychiatric clinic.

\*Left to accept above position.

SENIOR CASEWORKER/PSYCHOTHERAPIST

June 1991 to October 1992: 1 year 4 months

Tarrant County Mental Health Mental Retardation Services

Supervisor: Sharon Sweat, MA, LPC.

Provided individual and group therapy and crisis intervention to adults in an outpatient mental health clinic.

Conducted groups for depression, Bipolar Disorder, and a Multi-family group for Sexual Perpetrators. Received Quality Services Commendation. \*Left to accept the above position.

CLINICAL COORDINATOR

April 1991 to April 1991

Willow Creek Psychiatric Hospital of Arlington, Texas

Provided case management and group psychotherapy for adolescents in an inpatient psychiatric hospital.

COUNSELOR

August 1988 to April 1991: 2 years 8 months.

Presbyterian Children's Home of Itasca, Texas Supervisor: Verl Childers, Ph.D. Psychologist; 817-687-2302.

1st 8 months provided aftercare counseling to youth and their families, which included developing the pilot program and home based counseling. Beginning in April of 1989 provided individual and group counseling on the campus to youth ages 11 to 19. Provided consultation to group home cottage parents.

\*Left to accept above position.

OUTREACH COUNSELOR

January 1987 to August 1988: 1 year 7 months

Youth and Family Services of Bartlesville, Oklahoma

Supervisor: Gary Nunley, Ed.D. LPC; 918-335-1111.

Provided individual, family, group and behavioral counseling to youth and their families in a non-profit community counseling agency. Counseling provided in 2 offices and in 4 public schools covering 2 counties.

Provided consultation to school staff concerning difficulties of youth in Kindergarten through the 12th grade.

\*Left to accept above position for family member to begin graduate study in Fort Worth, Texas.

EDUCATIONAL DATA

| <u>Degrees</u>                     | <u>Dates Received</u> | <u>Schools Attended</u>               |
|------------------------------------|-----------------------|---------------------------------------|
| Counseling, MS                     | Dec. 1986             | Oklahoma State University             |
| Psychology, BA                     | Dec. 1984             | Oklahoma State University             |
| Religion, BA                       | Jan. 1984             | Oklahoma Baptist University           |
| General, AA                        | May 1981              | Northeastern Okla. A&M Junior College |
| Graduate Grade Point Average: 3.50 |                       |                                       |

PROFESSIONAL AFFILIATIONS/AWARDS

Licensed Clinical Professional Counselor, Illinois (12/11/2002-03/31/2023)

National Certified Counselor # 30385 (04/17/1993-11/30/2019)

Myers Briggs Type Indicator, Qualified Administrator      Trauma Resolution Therapy Training: 40 hours

Quality Services Commendation, Tarrant County Mental Health Services, 1991

Nonviolent Crisis Intervention Certified Instructor, Crisis Prevention Institute. 03/07/2008-03/07/2011

6 Sigma, White Belt Training, June 2011      Red Cross Disaster Mental Health Volunteer: (2014)

Award- "At Your Service" Region 4 HSP 2018, State of Illinois Division of Rehabilitation

Previously: Licensed Professional Counselor in the States of Texas (#10575; 07/22/199-1996), West Virginia (#1267; 12/13/1996-06/30/2003); Missouri (12/24/2014-06/30/2017).

EMPLOYMENT ADDRESSES & PHONE NUMBERS (oldest to most recent)

|  |  |
|--|--|
| Youth & Family Services of Washington Co: 2200 SE Washington Blvd, Bartlesville, OK  | 918-335-1111   |
| Presbyterian Children's Home: P.O. Box 100; Itasca, Texas 76055  | 817-687-2302   |
| Willow Creek Psychiatric Hospital: 7000 Hwy. 287 South; Arlington, Texas   | 817-572-3355   |
| Tarrant County M.H.M.R.: 3840 Hulen, North Tower; Fort Worth, Texas 76107  | 817-735-3805   |
| Mid-Cities Psychiatric Center: 111-B Bedford Road; Bedford, Texas 76022  | 817-285-8081   |
| Corphealth, Inc.: 1300 Summit Ave., Suite 600; Fort Worth, Texas 76102   | 817-332-2519   |
| Raleigh General Hospital: 1710 Harper Road; Beckley, WV 25801  | 304-256-1240   |
| Bluefield Mental Health: Westwood Medical Park, #15 P.O. Box 1088 Bluefield, VA  | 540-322-1992   |
| F.M.R.S. Mental Health Council, 111 S. Eisenhower Dr., Beckley, WV   | 304-256-7100   |
| Action Youth Care, Inc.: 1149 Mercer St., Princeton, WV 24740  | 877-725-3636   |
| Hutchinson Community College: 1300 North Plum, Hutchinson, Kansas 67501-5894.  | 800-289-3501   |
| Memorial Behavioral Health (Mental Health Centers of Central Illinois); P.O. Box 370, 340 W. State Street; Jacksonville, IL 62650; <i>Human Resources</i> , 710 North Eighth Street, Springfield, IL 62702 | 217-525-1064   |
| Illinois Department of Human Services, Division of Rehabilitation<br>1429 S. Main St., Ste. C, Jacksonville, IL 62650<br>(DHS Human Resources, Springfield, IL)  | 217-245-9585<br><a href="mailto:DHS.Payroll@illinois.gov">DHS.Payroll@illinois.gov</a> |

Matthew Jones  
348 Hand Drive  
Godfrey, Illinois 62035  
(618)737-6902(618)466-8095  
[mjones0597@gmail.com](mailto:mjones0597@gmail.com)

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TRANSFERABLE SKILLS:

- Grant Administration & Compliance
- Monitoring/Evaluation of Program Performance & Fiscal Budgets
- Department & Personnel Supervision
- Funding Source Plan Review & Implementation
- Board – Management & Staff Support
- Business Services Coordination
- Contract Review & Approval
- Rapid Response Coordination
- Design, Development & Implementation of Training
- Adult Career & Employment Counseling
- Event & Workshop Coordination
- Group Facilitation
- Customer Service
- Youth Education & Career Counseling

WORK EXPERIENCE:

Executive Director: West Central Development Council – Local Workforce Area 21 (WIOA)  
Carlinville, Illinois  
2/22 – Present

Program Coordinator: St. Clair County Intergovernmental Grants Department – Workforce Development Group (WIOA)  
Belleville, Illinois  
2/19-2/22

Senior WIOA Specialist/Consultant: St. Clair County Intergovernmental Grants Department – Workforce Development Group  
Belleville, Illinois  
5/17-2/19

Assistant Executive Director: Madison County Employment & Training (WIA/WIOA)  
Wood River, Illinois  
11/07-5/17

Employment Counselor/Business Services Representative/Business Services Coordinator:  
Madison County Employment & Training (JTPA/WIA)  
Alton/Granite City/Wood River, Illinois  
4/1993 – 11/07

Service Representative: Sight & Sound Distributors  
St. Louis, Missouri  
9/1992 – 4/1993

EDUCATION:

Western Illinois University – Macomb, Illinois  
Bachelor of Science in Learning Resources

ADDITIONAL CERTIFICATIONS AND MEMBERSHIPS:

International Economic Development Council/SIUE – Basis Economic Development Certification, Illinois Workforce Partnership (IWP), Illinois Employment & Training Association (IETA), United Way (Board Member, Community Investment Chair, Community Response Fund Chair, Panel Volunteer), Focus St. Louis Leadership Program, National Association of Workforce Development Professionals (NAWDP) – Certified Workforce Development Professional, St. Louis Regional Workforce Directors Group Co-Chair

State of Illinois  
Illinois Workforce Innovation Board

copy

## One-Stop Operator Procurement Attestation

Local Workforce Innovation Board

LWIA 21 Workforce Development Board

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Local Workforce Innovation Area

21

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State of Illinois  
Illinois Workforce Innovation Board

## One-Stop Operator Procurement Attestation

**Instructions** – The LWIB must complete this form. The LWIB chair and local CEO must sign and date the last page to attest the procurement of the One-Stop Operator was done in compliance with WIOA and corresponding regulations, the Uniform Guidance, TEGL 15-16, and conflict of interest policies of both the state and the LWIB.

If any question is answered No, documentation illustrating that the local area met the procurement requirements must be provided.

The completed forms outlined in this document must be submitted electronically within 30 days of the execution of the one-stop operator agreement to Tamika Chism at [tamika.chism@illinois.gov](mailto:tamika.chism@illinois.gov).

LWIA 21 Workforce Development Board  
Name of LWIB

116 South Plum Street  
Mailing Address

|             |       |          |
|-------------|-------|----------|
| Carlinville | IL    | 62626    |
| City        | State | ZIP Code |

### Individual Completing Form:

Daniel Bates  
Contact Person

1-217-423-3245  
Contact Person's Phone Number

6-5-24  
Date of Submission

State of Illinois  
Illinois Workforce Innovation Board

## One-Stop Operator Procurement Attestation

### Written Policies and Procedures:

1. The LWIB developed written general and one-stop operator specific procurement policies and procedures which are consistent with the Uniform Guidance 2 CFR 200, outlined a timetable to ensure that the selection of a one-stop operator through a competitive process is conducted every four years, and addressed the settlement of all contractual and administrative issues arising out of procurements, such as protests, appeals, and disputes.

☒ Yes    ☐ No

2. The LWIB prepared for the competition by conducting market research, such as researching organizations locally that perform similar functions to one-stop center operator; sending out an RFI; and conducting a cost and price analysis.

☒ Yes    ☐ No

3. The LWIB chose to establish additional roles for the one-stop operator (check all that apply):

☒ Being the primary provider of services within the center;  
☒ Providing some of the services within the center;  
☒ Coordinating service providers within the center and across the one-stop system;  
☒ Coordinating service delivery in a multi-center area, which may include affiliated sites.  
☐ N/A

4. The LWIB chose to contract with a separate and independent outside entity to conduct part of, or the entire one-stop operator competition.

☐ Yes    ☒ No    If no, skip to Question 8.

5. If an outside entity conducted the procurement process, please enter the entity name below.

6. The outside entity is an independent organization that is capable of exercising professional and ethical judgment.

☐ Yes    ☐ No

7. The outside entity has submitted a conflict of interest statement.

☐ Yes    ☐ No

### Methods of Procurement for Competitions:

8. LWIBs or outside entities are required to use the methods of procurement described at 2 CFR 200.320 when selecting a one-stop operator. The following method of procurement was used:

☒ Competitive    ☐ Sole Source

State of Illinois  
Illinois Workforce Innovation Board

## One-Stop Operator Procurement Attestation

### Full and Open Competition:

9. All procurement transactions were conducted using full and open competition.

☒ Yes ☐ No

10. The request for proposal (RFP) or invitation for bid (IFB) includes a funding level (or range) for the stated one-stop operator functions and there is a documented cost analysis that supports the identified funding level/range. Although not required for procurements less than the Simplified Acquisition Threshold, a cost analysis provides the board proof that the amount is not "nominal".

☒ Yes ☐ No

Submit the request for proposal or invitation for bid with the Attestation.

11. The procurement was widely disseminated and communicated the upcoming procurement opportunity in a manner that cast a wide enough net to attract a reasonable number of bidders or offerors.

☒ Yes ☐ No

12. The procurement allowed adequate response time for receipt of bids or proposals from the date of issuance of a solicitation.

☒ Yes ☐ No

13. Pre-qualified lists are current and include enough qualified sources to ensure open and free competition and did not preclude bidders and offerors from qualifying during the solicitation period.

☐ Yes ☐ No ☒ N/A

14. Situations that restrict the competitions such as placing unreasonable requirements on firms in order for them to qualify and others listed at 2 CFR 200.319(a) were not included in the procurement competition.

☒ Yes ☐ No

15. What procurement practices were used to reach a wide audience and issue and publicize the solicitation in a manner to provide full, open, and fair competition? (check all that apply):

- ☒ Posted on Organization's Website
- ☒ Advertisement in local newspaper/other media
- ☐ Publicized on other Websites (e.g., National Association for Workforce Boards)
- ☐ Distributed to Specific Organizations
- ☐ Distributed to Prequalified List
- ☐ Bidders' Conference
- ☐ Posting FAQs to Website
- ☐ Questionnaire Inquiring Why or Why Not an Organization May or May Not Submit a Bid
- ☐ Other: Please Describe

State of Illinois  
Illinois Workforce Innovation Board

## One-Stop Operator Procurement Attestation

### Written Standards of Conduct:

16. The LWIB developed written standards of conduct as outlined in 2 CFR 200.318 and 200.319 which include: the requirement that persons and entities involved in the competitive process are free of apparent or real conflicts of interest; the process for recusal of individuals or organizations that are members of the board who disclose a real or apparent conflict of interest; a description of the use of firewalls to mitigate conflict of interest; the confidential manner in which the offerors/bidders proposals are kept; and no potential entity that may compete under the procurement developed or drafted specifications, requirements, statements of work, RFPs or IFBs, or evaluated proposals.  
☒ Yes   ☐ No
17. The entire procurement process was performed under a process that promotes transparency and responsibility from the planning phase to the close-out phase.  
☒ Yes   ☐ No
18. Consistent with the LWIB's recusal policies and WIOA Section 107(h), the LWIB recused individuals who have conflicts of interest from the one-stop operator competition. Such individuals included those individuals with financial or other interests in the entities applying to be the one-stop operator.  
☒ Yes   ☐ No   ☐ N/A
19. Sufficient firewalls are in place to ensure the transparency and integrity of the procurement process and demonstrate to the public and to the Department that the selection process was impartial and that no preferential treatment was given to the awardee.  
☒ Yes   ☐ No
20. If an organization or entity has been selected as the one-stop operator and that entity performs multiple functions in a local area, the LWIB and CEO have a written agreement that clarifies 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.  
☒ Yes   ☐ No   ☐ N/A  
If Yes, submit the multiple function agreement with the Attestation.
21. Information about the selection and certification of the one-stop operators was made available to the public on a regular basis through electronic means and open meetings (WIOA Sections 101(g) and 107(e)) and will be made available to auditors and federal reviewers.  
☒ Yes   ☐ No
22. All information that boards are required to make available to the public which includes, but is not limited to, the board's written conflict of interest policy, the board's written procurement policies, the procurement solicitation itself, a listing of the entities that have submitted bids or proposals, an abstract of those bids or proposals, the identity of the selected one-stop operator, and total award amount and duration of the contract with the one-stop operator is available at the following URL:

[www.west-central.org](http://www.west-central.org)

Submit the sunshine provision survey with the Attestation.

State of Illinois  
Illinois Workforce Innovation Board

## One-Stop Operator Procurement Attestation

### Sole Source Procurement:

23. If sole source procurement was used for the one-stop operator, did the LWIB or outside entity offer an open, competitive procurement prior to Sole Source?

☐ Yes ☐ No ☒ N/A

24. If Sole Source, identify the reason(s) for using this procurement method:

☐ The One-Stop Operator services are only available from a single source.  
☐ A public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.  
☐ After solicitation of a number of sources, competition was determined inadequate.  
☒ N/A

### Negotiation and Selection:

25. The entity selected as one-stop operator is a responsible entity that possesses the ability to successfully perform under the terms and conditions of the proposed procurement and consideration was given to such matters as integrity, compliance with public policy, record of past performance, and financial and technical resources (2 CFR 200.318(h)).

☒ Yes ☐ No

26. The LWIB has ensured that the entity selected as a one-stop operator is not debarred, suspended, or otherwise excluded from or made ineligible for participation in federal assistance programs or activities (2 CFR 200.213).

☒ Yes ☐ No

27. The LWIB or outside entity that performed the competitive procurement ensured that the proposed costs of the one-stop operator are allowable, meaning that they are reasonable, necessary, and allocable, as required in the Uniform Guidance at 2 CFR part 200.

☒ Yes ☐ No

28. An offer and acceptance of the conditions was executed in a legally binding document which, at a minimum, contain the following: Statement of Work, Authorized Officials and Purpose, and any standard terms and conditions that are either required by the state, local area, or the federal agency as national, state, or local policy requirements.

☒ Yes ☐ No

29. The legally binding agreement identifies that one-stop operators are considered subrecipients of federal funds and must adhere to 2 CFR Part 200 and 2 CFR Part 2900.

☒ Yes ☐ No

30. The written one-stop operator agreement was submitted within 30 days of the execution of the agreement.

☒ Yes ☐ No

31. In situations in which the outcome of the competitive process is the selection of the LWIB itself as the one-stop operator, the Governor and the CEO have agreed to the selection as required by WIOA Section 107(g)(2).

☐ Yes ☐ No ☒ N/A

32. If the LWIB was the selected operator, the CEO, Governor, and LWIB have signed the agreement outlining the specific roles, functions, and performance levels for the operator (20 CFR 678.610(d)).

☐ Yes ☐ No ☒ N/A

State of Illinois  
Illinois Workforce Innovation Board

## One-Stop Operator Procurement Attestation

### Recordkeeping:

33. The board has written documentation, in accordance with 20 CFR 678.605(d), explaining the determination concerning the nature of the competitive process to be followed in selecting a one-stop operator.
- ☒ Yes   ☐ No
34. The board maintains records sufficient to detail the history of procurement in accordance with 2 CFR 200.318(i). These records must include, but are not necessarily limited to the following: all proposals/bids received; ratings of those proposals; rationale for the method of procurement; selection of agreement or contract type; selection or rejection of proposals/bids; appeals and disputes; and the basis for the contract price.
- ☒ Yes   ☐ No
35. Entities that make a sole source selection must prepare and maintain written documentation of the entire process of making a sole source selection (20 CFR 678.610(b)). The documentation provides evidence that the review was performed by an impartial entity and details the firewalls that were in place during the review of the proposals.
- ☐ Yes   ☐ No   ☒ N/A

### Implementation and Closeout:

36. The LWIB will ensure that in carrying out this role, one-stop operators do the following: Disclose any potential conflicts of interest; refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment; and comply with federal regulations, and procurement policies, relating to the calculation and use of profits.
- ☒ Yes   ☐ No
37. During implementation of the contract or agreement, the LWIB will conduct oversight and monitoring of the one-stop operator.
- ☒ Yes   ☐ No
38. In situations where the LWIB is the one-stop operator, sufficient firewalls are in place to ensure that the individuals monitoring the one-stop operator are not associated or involved with one-stop operator functions.
- ☐ Yes   ☐ No   ☒ N/A
39. Payments and authorized budget modifications to the one-stop operator will be timely and consistent with payment requirements under 2 CFR part 200 and 2 CFR part 2900.
- ☒ Yes   ☐ No
40. The LWIB will measure, track, and monitor performance, service deliverables, and achievement of program or performance measures.
- ☒ Yes   ☐ No
41. LWIB will retain or transfer financial and participant records to the appropriate agency to ensure the ability for future review and follow-up. The transfer and retention of such records must ensure that personally identifiable information (PII) is reasonably safeguarded.
- ☒ Yes   ☐ No
42. The LWIB will perform an evaluation or reconciliation of the one-stop operator's performance and payments to ensure they are made in accordance with the approved contract or agreement. The LWIB will submit, and keep on file, a closeout notice or letter.
- ☒ Yes   ☐ No

State of Illinois  
Illinois Workforce Innovation Board

## One-Stop Operator Procurement Attestation

### Signature Page

By signing below, the CEO and LWIB chair attest the procurement of the One-Stop Operator was done in compliance with WIOA and corresponding regulations, the Uniform Guidance, TEGL 15-16, and conflict of interest policies of both the state and the LWIB.

#### Selected One-Stop Operator

Center Name: The Job Center – Macoupin Area American Job Center Consortium (MAAJCC)

Contract Date: 6-5-24 (effective 7/1/24-6/30/27)

Entity Name: Macoupin Area American Job Center Consortium (MAAJCC)

Entity Address: 116 South Plum Street

Entity Address2: Carlinville, Illinois 62626

Contact Name: Matt Jones

Phone: 1-217-854-9642, ext. 1235

E-mail: matt.jones@west-central.org

Fax: 1-217-854-8082

Note: Add additional pages for multiple centers or a consortium of entities.

Local Workforce Innovation Board Chair



Signature

Daniel Bates

Name

Chair – Workforce Development Board

Title

6-5-24

Date

Local Chief Elected Official



Signature

Doug Donaldson

Name

CEO Consortium Board Chair

Title

6-5-24

Date

Add Signature Page

**ONE-STOP OPERATOR AGREEMENT**  
**BETWEEN THE**  
**LOCAL WORKFORCE INVESTMENT BOARD #21**  
**AND**  
**MACOUPIN AREA AMERICAN JOB CENTER**  
**CONSORTIUM**

**July 1, 2024 through June 30, 2027**

The One-Stop Operator, Macoupin Area American Job Center Consortium (MAAJCC), was selected through a competitive procurement process as the entity most capable of providing required services for LWIA #21. After posting the Notice To Bidders and Request For Proposal (RFP) in the Macoupin County Enquirer – Democrat, as well as on the West Central Development Council website on March 18, 2024, RFP packages were available March 18<sup>th</sup> through March 29<sup>th</sup>, 2024.

The only bid was submitted by MAAJCC and reviewed, evaluated and formally accepted by members of the Workforce Development Board in May 2024. All required paperwork, including the One-Stop Operator Procurement Attestation documentation, was also completed and signed as part of the procurement process.

**Parties:**

This agreement is between the Local Workforce Development Board of LWIA #21, hereinafter referred to as the Workforce Development Board (WDB) constituted under terms of the Workforce Innovation and Opportunity Act of 2014 (WIOA) and the designated One-Stop Operator for the WDB, as determined by the WDB.

The members of the Operator Consortium of the Macoupin Area American Job Center Consortium, hereinafter referred to as MAAJCC, are listed below along with the funding source each represents:

- Lewis and Clark Community College representing Adult Education;
- West Central Development Council, Inc. representing WIOA Title I;
- Illinois Division of Rehabilitation Services (DRS) representing WIOA Title IV.

Primary contacts for the parties to the agreement are listed in Appendix A.

The parties remain open to expansion of the Operator Consortium based on criteria agreed to by the WDB and Operator, and to the addition of MAAJC Partners. The criteria for consideration for inclusion on the Operator Consortium include organizations that agree to:

- Contribute significant resources and/or staff to the MAAJCC funded through sources that are in addition to those already available to the WDB
- Publicly represent and market all services provided through the MAAJCC as MAAJCC rather than those of the individual partner organization;
- Integrate their MAAJCC staff, to the maximum extent possible, into the MAAJCC functional team structure.

**Purpose:**

The purpose of this Agreement shall be to designate a One-stop Operator as provided for under the WIOA and to describe in general terms the roles and responsibilities of each of the parties to the Agreement, processes for resolution of impasses, procedures for breach of agreement, designation of the circumstances for modification, certain compliance requirements and other related purposes. The designated One-stop Operator shall be a sub-recipient of Federal funds and must therefore follow the Uniform Guidance at 2 CFR part 200, including the contractual provisions in 2 CFR 200.326 and 2 CFR part 2900. All parties agree that the statutes and regulations of the United States, WIOA, State of Illinois, the WDB and the West Central Development Council, Inc. will be adhered to.

The WIOA requires each Local Workforce Innovation Board to establish at least one comprehensive workforce center that is operated by a "One Stop Operator" that is a WIOA sub-recipient that is competitively procured as required by Training Employment and guidance Letter 15-16; and

WHEREAS, the Local Workforce Innovation Board requires professional services to manage and coordinate the delivery of services amongst the workforce center's several governmental and private partners that provide service at:

The Carlinville Job Center  
116 South Plum  
Carlinville, IL 62626

WHEREAS, the Local Workforce Innovation Board has selected the Macoupin Area American Job Center Consortium through a competitive procurement process as being the part most capable of providing said services for the Local Workforce Innovation Area #21; and

WHEREAS, the Macoupin Area American Job Center Consortium has experience and expertise in this area and is capable of providing one-stop management services and is willing to perform the required services for an amount not to exceed \$10,000 annually/\$30,000 total for the 3 years of this agreement.

Invoices shall conform to the Workforce Development Board/West Central Development Council, Inc.'s fiscal year requirements, including prorating, if necessary, notwithstanding any contrary provision herein. By submitting its invoices, Macoupin Area American Job Center Consortium represents that the services have met all written requirements of the Agreement. Invoices shall be submitted to the West Central Development Council, Inc.'s Fiscal Officer and include the beginning and ending service dates covering the period of work for the invoiced amount.

The cost for services shall not exceed the amount set forth in Appendix B, which is attached and incorporated by reference herein. Macoupin Area American Job Center Consortium shall submit financial reports in the form directed by the Workforce Development Board/West Central Development Council, Inc. The Workforce Development Board/West Central Development Council, Inc. agrees to provide, and the Macoupin Area American Job Center Consortium Partners agree to accept cash, non-cash and/or in-kind payments for the services provided under this Agreement. Additional payment and reporting requirements are set forth in Appendix B.

#### **Records, Confidentiality, Work Product, and Protected Personal Information:**

The Macoupin Area American Job Center Consortium shall maintain books and records necessary to support amounts charged to the Workforce Development Board/West Central Development Council, Inc. in accordance with applicable law, the terms of this Agreement and generally accepted accounting practice. The Macoupin Area American Job Center Consortium shall maintain such books and records for a minimum of three (3) years after the completion of the Agreement, final payment or completion of any audit or litigation, whichever is later. All books and records shall be made available for review or audit by the Workforce Development Board/West Central Development Council, Inc., its representatives, the Illinois Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Macoupin Area Job Center Consortium agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to the Macoupin Area Job Center Consortium or a subcontractor, the Workforce Development Board/West Central Development Council, Inc. shall adjust future or final payments otherwise due as outlined in the Governor's Guidelines to State and Local Program Partners Negotiating Costs and Services under the Workforce Innovation and Opportunity Act of 2014. If no payments are due and owing to the Macoupin Area American Job Center Consortium, or the overpayment exceeds the amount otherwise due, the Macoupin Area American Job Center Consortium shall immediately refund all amounts, which may be due to Workforce develop Board/West Central Development Council, Inc. Failure to maintain the books, records, and supporting documents required by this Paragraph 12 shall establish a presumption in favor of the Workforce Development Board/West Central Development Council for the recovery of any funds paid by the Workforce Development Board/West central Development Council, Inc. under the agreement for which adequate books, records and other documents are not available to support the purported disbursements.

#### **Reports:**

The One-Stop Operator shall periodically prepare written reports to the Workforce Development Board upon request, and such other State and Federal agencies as requested or otherwise required by law, pertaining to the following:

- Coordination and tracking partner agency referrals,
- Developing a reporting process in conjunction with the partners for the ongoing tracking of performance and referrals, with monthly reporting to the local board.
- Coordination of maintaining the content and integrity of partner website information and linkages,

- Assisting partners responding to economic needs of the local area as specified in the local and regional plans, as well as report outcome to the local board,
- Assisting partners in identifying to recruit and match businesses with the skilled workers they seek,
- Compiling minutes, notes or agendas for meetings convened of the One-Stop Partners to:
  - work with partners to assess customer/client needs as part of the continuous improvement process for the one-stop center,
  - collect customer feedback and work with partners to address issues as part of the continuous improvement process for the one-stop center,
  - periodically review one-stop program(s) and center accessibility,
  - assure one-stop center materials are up-to-date and available for resource room staff and customers, and maintain adequate inventories,
  - report and coordinate maintenance needs with center staff and property owner/manager.

#### **Term of Agreement:**

This agreement shall become effective July 1, 2024 and shall remain in force until it terminates on June 30, 2027, unless circumstances require a new or revised agreement prior to the termination date.

#### **Termination:**

The Agreement may be terminated by repeal of WIOA or by other action of law or by the withdrawal for cause of members of the Operator Consortium.

Any party to the Agreement may withdraw from the Agreement by giving written notice of intent at least one hundred eighty (180) days in advance of the effective withdrawal date. Notice of withdrawal shall be given in writing to all parties of the Agreement.

Should any party withdraw, the Agreement shall remain in force and in effect with respect to the remaining parties until a new Operator Consortium is formed and a new WDB/Operator Consortium Agreement has been executed.

#### **Roles and Responsibilities:**

##### General Structure

The parties are clear on the definition of roles between the WDB and Operator. We see these roles as very different but supportive and complementary. To build a competitive workforce capable of supporting economic development both must perform their role in an exemplary manner and must also work in close consort with each other. The parties are partners in a mutual enterprise, not adversaries.

The WDB has been an active supporter of the development of a one-stop workforce development system. The WDB, under the responsibilities under the law, will conduct oversight of the MAAJCC

WIOA prohibits the WDB staff from providing career and training services. Such services are primarily offered and managed through the structure of the MAAJCC.

**Leader of the Operator Consortium:**

Every three years the operators nominate a representative of the current operators to serve as lead. A simple majority is required to elect the lead.

Roles of the lead operator include but are not limited to:

- Convening operator and partner meetings;
- Serving as a liaison between the operator consortium and the WDB;
- Representing the operators at appropriate meetings of the WDB, including Executive Committee;
- Leading the group in following the common elements of consensus decision making, including:
  1. Involving as many of the representatives as possible in group discussion;
  2. Ensuring all operators' representatives are allowed a chance to contribute to the discussions;
  3. Constructing actions with input from all interested group members;
  4. Making a concerted attempt to reach full agreement;
  5. Encouraging participants to keep the goals and mission of the organization in mind.

**The Role of the Operator Shall Include:**

- Establishing effective management structures and processes consistent with this Agreement;
- Conducting ongoing analysis of MAAJCC operations and conducting appropriate problem solving, continuous improvement, and corrective action activities;
- Surveying customer satisfaction;
- Fostering an integrated organizational structure;
- Identifying and communicating to all partners and staff the vision, mission, and values of the MAAJCC;
- Assisting all partners to achieve the levels of performance expected of them by their funding source;
- Providing all partners and staff with all information and communications needed for their optimal performance as part of the MAAJCC;
- Staff development;
- Providing guidance and oversight; and
- Providing the WDB on at least a quarterly basis, a report on performance.

**The role of the WDB Shall Include:**

- Providing the Operator with information and guidance on the Local plan and priorities for the area;
- Providing labor market and industry cluster information, especially on targeted industry clusters of interest to the WDB and High Priority Occupations;
- Keeping the Operator informed on Industry Partnership, Incumbent Worker Grants, and other discretionary and/or competitive funds obtained and activities conducted with those funds;
- Providing reports on oversight monitoring;
- Keeping the Operator fully apprised on WDB initiatives; and
- Providing the Operator with quarterly income and expense statements per the MOU.

### **Agreement Procedures**

Only the Operator Consortium and the WDB have authority to amend or modify this Agreement. Any such amendments or modifications must be agreed to by both parties and should be reflective of WIOA and any applicable clarification or regulations. Any such amendment or modification will become part of this Agreement.

### **Modification**

This agreement may be modified, given thirty (30) days written notice, at any time, given mutual consent of the Operator and WDB. The WDB may delegate to the Operator authority to act on minor modifications.

Any modifications to the Agreement, to be valid, must be in writing, signed and dated by the Parties with the effective date noted, and appended to the original Agreement.

If any part of the Agreement is later found to be invalid for any reason, the rest of the agreement shall not be affected.

### **Impasse Resolution**

It is central to the purpose and intent of this Agreement that the WDB and Operator will make every effort to maintain a positive working relationship, keep any part fully informed, and engage in ongoing dialogue and consultation in order to avoid disagreements, minimize the impact of any which may arise and resolve them collegially.

If disagreements between the parties arise which appear to be beyond resolution, a three-part Impasse Resolution process will be followed.

1. Discussion between the WDB Chair and the full Operator Consortium.
2. Failing remediation at that step, mediation by an individual appointed by the Executive Committee of the WDB.
3. Failing remediation, submission to mediation by an individual jointly agreed to by the Operator Consortium and the WDB.

In the event this process still does not resolve the impasse, submission to a binding decision by an individual assigned by the West Central Development Council Policy Board, with the understanding that no Partner can comply with a decision that conflicts with its program responsibilities, policies, procedures, an/or authorizing legislation and/or contractual obligation.

### **Breach**

The parties agree that the Agreement may be considered breached both for reasons beyond the parties' control, primarily affecting the ability of the parties or the MAAJCC partners to comply or for lack of actions or actions inconsistent with the Agreement.

While it is not possible to enumerate all circumstances that could constitute a breach, these might include but are not limited to:

- Substantive changes in legislation, regulations or policy provision which are antithetical to the prior intent of the Agreement;
- Loss of financial resources;
- Failure on the part of one of the parties to honor and enforce the provisions of this Agreement;
- Proven or reasonably inferred violations of financial or ethical responsibilities;
- Substantial reduction in the level of staffing or other support; and
- Other actions or omissions which significantly differ from the Agreement.

### **Compliance**

All parties to the Agreement will remain in compliance with federal laws, regulations and guidelines, state and local law, regulations, policies, and procedures as provided in the WDB/One-Stop Partner Agreement.

### **Authority and Signatures**

The individuals signing have the authority to commit the parties they represent to the terms of the Agreement and do so by signature on the document Signature Page.

The agreement may be executed in any one or more counterparts, should that at any time be more convenient to the signatories, and the originals of those counterparts, when taken together and bearing the signatories of all parties to the agreement, shall constitute one and the same agreement.

Without regard to the date of the signatures, the period of the Agreement is July 1, 2024 and ending June 30, 2027, unless otherwise terminated by action of law or amended pursuant to the provisions of these plans.

**Certification:**

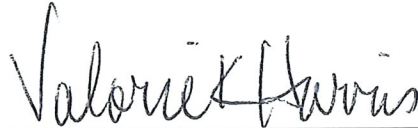
The Macoupin Area American Job Center Consortium certifies under oath that all information in this Agreement is true and correct to the best of their knowledge, information and belief; that the funds provided under this Agreement shall be used only for the purposes described in the Agreement; and that the award of any funds under this Agreement is conditioned upon such certification.



\_\_\_\_\_  
Daniel Bates, WDB Chair

06/06/2024

\_\_\_\_\_  
Date



\_\_\_\_\_  
Dr. Valorie Harris, MAAJCC Chair

06/06/2024

\_\_\_\_\_  
Date

## APPENDIX A

### CONTACT INFORMATION FOR MEMBERS OF THE OPERATOR CONSORTIUM

Primary Contacts:

WDB – Daniel Bates, WDB Chair – 217/473-3245

Operators: Val Harris, MAAJCC Chair - [vharris@lc.edu](mailto:vharris@lc.edu)

|   |        |  |
|---|--------|--|
| West Central Development Council, Inc.                                    | Name:  | Matt Jones   |
|   | Title: | Executive Director   |
|   | Email: | <a href="mailto:matt.jones@west-central.org">matt.jones@west-central.org</a> |
|   | Phone: | 217/854-9644 ext. 1235   |
| Lewis and Clark Community College   | Name:  | Dr. Valorie Harris   |
|   | Title: | Associate Dean, Adult Education  |
|   | Email: | <a href="mailto:vharris@lc.edu">vharris@lc.edu</a>                           |
|   | Phone: | 618/978-7090   |
| Illinois Department of Human Services/Division of Rehabilitative Services | Name:  | Robert Heape   |
|   | Title: | Rehabilitation Services Supervisor   |
|   | Email: | <a href="mailto:robert.heape@illinois.gov">robert.heape@illinois.gov</a>     |
|   | Phone: | 217/245-9588   |

## APPENDIX B

### BUDGET

|                            |                     |
|----------------------------|---------------------|
| Staff Administration ..... | \$9,000             |
| Staff Fiscal .....         | \$1,000             |
| Total .....                | \$10,000 (Annually) |

### **PRICING:**

The Macoupin Area American Job Center Consortium's price for the initial term of this contract is \$10,000 per year/\$30,000 total for the 3 years of this contract. If the contract is renewed, the price shall be at the same rate as for the initial term without a form amendment. The total payments under this contract shall not exceed \$10,000 per year/\$30,000 total without a formal amendment.

### **INVOICING:**

The Macoupin Area American Job Center Consortium will bill on a semi-annual basis for the tasks, assignments and work performed in accordance with this Agreement. The invoices shall be based on the actual services provided and shall not exceed the amount listed above.

### **PAYMENT:**

The Workforce Development Board - LWIA 21 agrees to provide, and the Macoupin Area American Job Center Consortium Partners agree to accept cash, non-cash and in-kind payments for the services provided under this agreement. The cash, non-cash and in-kind contributions will be listed as shared costs in the Workforce Development Board #21's annual One-Stop Operating Budget that is submitted in accordance with the Governor's Guidelines to State and Local Program Partners Negotiating Costs and Services under the Workforce Innovation and Opportunity /Act of 2014. The Workforce Development Board and the Macoupin Area American Job Center Consortium Partners may use the annual One-Stop Operating Budget as the method of payment for the services provided under this Agreement.

Federal Awarding Agency: Department of Labor  
Federal Award Number: 23A55AT0000001-01-00  
Federal Award Date: 07/01/2023  
Federal Award Project Description: WIOA Adult Program

Federal Awarding Agency: Department of Labor  
Federal Award Number: 23A55AY000043-01-00  
Federal Award Date: 07/01/2023  
Federal Award Project Description: WIOA Youth Activities

Federal Awarding Agency: Department of Labor  
Federal Award Number: 23A55AW000001-01-00  
Federal Award Date: 07/01/2023  
Federal Award Project Description: WIOA Dislocated Worker Formula Grants

Federal Awarding Agency: Department of Education  
Federal Award Number: H126A240018  
Federal Award Date: 10/01/2023  
Federal Award Project Description: Vocational Rehabilitation

Federal Awarding Agency: Department of Education  
Federal Award Number: V002A220013  
Federal Award Date: 10/01/2023  
Federal Award Project Description: Adult Education & Family Literacy Act

Total Amount of Federal Funds Obligated under this Federal Award: \$30,000

Funds made available to the Operator Consortium for this Agreement include funding from the following sources:

FAL 17.258, WIOA Adult Program, \$3,333.33

FAL 17.259, WIOA Youth Activates, \$3,333.33

FAL 17.278, WIOA Dislocated Workers Formula grants, \$3,333.33

FAL 84.126, WIOA Vocational Rehabilitation, \$10,000

FAL 84.002, WIOA Adult Education, \$10,000

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**  
**LOCAL WORKFORCE INNOVATION AREA 21 (LWIA 21)**  
**POLICY LETTER #8**

**WIOA BASIC CAREER SERVICES,**  
**CAREER PLANNING AND ENGAGEMENT**

**TO:** LWIA 21 Staff

**SUBJECT:** ~~WIOA~~-Basic Career Services, Career Planning and Engagement

**EFFECTIVE DATE:** July 1, 2022  
Modified – July 1, 2023

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**Purpose:** To transmit LWIA 21's policy on Workforce Innovation and Opportunity Act (WIOA) Basic Career Services, Career Planning and Engagement.

**In Accordance With:** Department of Commerce and Economic Opportunity (DCEO) WIOA Policy, and, United States Department of Labor (DOL) Rules and Regulations for the Workforce Innovation and Opportunity Act. Staff should refer to <https://apps.illinoisworknet.com/WIOAPolicy/Policy/Index/> to keep abreast of all changes to the State of Illinois policies regarding WIOA and management of the WIOA Programs.

**BASIC CAREER SERVICES**

**~~Policy:~~** Basic Career Services are considered basic employment services provided to all customers of the Job Center regardless of income or ability. Customer satisfaction is our goal. Below are basic guidelines for services within the Job Centers that should be afforded all customers as set forth by the Local Workforce Board.

1. Employees of the Job Center (regardless of their job title/partner agency) will greet all customers in a friendly and respectable manner immediately upon their arrival at the Job Center.
2. All customers will be offered an orientation to the Job Center regardless of eligibility requirements. Job Center orientations may include but are not limited to the services listed on the Basic Career Services sheet. At the completion of the orientation customers will be offered a Job Center brochure that outlines our services.

Basic Career Services are considered basic employment services provided to all customers of the Job Center. Basic Career Services are considered to be self-directed and/or for informational purposes only, with little or no intervention from partner staff.

All Job Center customers will be greeted in a friendly and respectable manner and provided an orientation to our services. The following is a list of some of the services/resources that all customers should be made aware of during the orientation.

- Illinois Job Link and Illinois WorkNet Registration
- Internet Access for Job Search and Resume Development
- Career Interest Tests
- State and Federal Employment Opportunities

- Local Employment Opportunities
- Employer Applications
- Non-traditional Employment Information
- Labor Market Information
- Resource Library – Newspaper
- Communication Library (telephone, telephone directories, fax machine, copy machine, computer, and etc.)
- Partner Agency Information
- Financial Aid and Scholarship Information
- Information Eligibility Determination for WIOA Title IB
- Initial assessment of skill levels, aptitudes, and abilities
- Performance information on eligible training providers
- Initial development of an Employment Plan and/or Individual Service Strategy

Job Center Staff must remember that Basic Career Services are to be self-accessed and/or for information purposes in order to familiarize customers with the amenities of the Job Center. All customers are to be provided Basic Career Services regardless of their income or ability.

### **CAREER PLANNING AND ENGAGEMENT**

Career Planning is a Customer-centered approach in delivering services to prepare and coordinate comprehensive career (employment) plans for participants that ensures Access to workforce activities and Supportive Services during program participation and continuing for one (1) year after job Placement. Career planning is a continual service provided to adults, dislocated Workers, and youth to ensure their success in the Workforce Innovation and Opportunity Act (WIOA) services.

Successful career planning is a collaborative and ongoing process rather than a one-time activity. The process is individualized to the job seeker and prepares them to obtain employment leading to self-sufficiency and placing them on a lifelong learning path. Effective career planning includes assessment, career readiness activities, preparation, and training, along with appropriate job matching and placement ending with one (1) year of Follow-up. Providing supportive services and conducting follow-up are essential to the success of the jobseeker.

Key components of career planning include building rapport, effectively communicating, identifying appropriate services, convening key service providers, connecting participants with services, creating a strong employment plan, motivating and encouraging, following up after an appointment(s), monitoring services, and follow-up after exit. Additionally, keeping accurate, timely, and descriptive records of career planning efforts through appropriate case management is essential.

### **Customer Engagement**

1. Engaging customers via the Illinois workNet Center or designated Workforce Innovation and Opportunity Act (WIOA) Title IB service provider can occur through Self-Service or staff-assisted activities. Minimally, Customer engagement must be through:
  - a. Program staff physically present at the center; or
  - b. Direct Linkage via technology as defined within the Governor’s Guidelines (See the Governor’s Guidelines to State and Local Program Partners Negotiating Costs and Services Under the Workforce Innovation and Opportunity Act (WIOA) of 2014 link on the References tab.)

2. One-Stop Operators must ensure that staff, regardless of program, request identifying information to ensure tracking of WIOA self-service or informational services/activities.
  - a. Local methods for tracking the number of reportable individuals and activities can include a swipe card, Resource Room Sign-In Form, or other local check-in procedure.
    - i. Local policy should indicate the information necessary to conduct the tracking of services.
    - ii. All Personally Identifiable Information (PII) must be protected following procedures outlined in the Personally Identifiable Information section of the policy manual.
  - b. Customers receiving self-service or informational services either in the resource room, virtually, or through partner referral are Reportable Individuals. WIOA Title IB self-service basic Career Services, also known as Local Services, received by Reportable Individuals are to be recorded in the appropriate case management system.
  - c. In the Illinois Workforce Development System (IWDS), these services must be captured under Local Services. Local Administrators are responsible for populating the list of services displayed on the Add Local Services screen.
  - d. It is imperative that local areas are accurately capturing in IWDS the local services being provided so that all services provided through the local Illinois workNet Centers are being reported to the U.S. Department of Labor (USDOL).
  - e. It is also important to note they are not included in the Performance Measure calculations.
3. Once the services require staff assistance (defined as Individualized Career Services for WIOA Title IB), the individual is required to be registered as a Participant.
  - a. The individual must apply for services and be determined eligible as outlined in the Application for Services and Eligibility Determination section of this policy to register for the program.
  - b. WIOA Title IB Adults and Dislocated Worker reportable individuals who are determined eligible and receive staff-assisted career services would be considered participants and thus, be included in performance calculations.
  - c. WIOA Title IB Youth reportable individuals who are determined eligible, receive an assessment, and receive a program element (a staff-assisted individualized career service) would be considered participants and, thus, be included in performance calculations.
  - d. For further information regarding information collection for reportable individuals, see the General Eligibility Requirements section of the policy manual.
  - e. One-Stop Operators must ensure coordination of services, and therefore may consider creating an operation manual that outlines Career Planning best practices towards that requirement.

#### **Application for Services and Eligibility Determination**

1. Individuals seeking Workforce Innovation and Opportunity Act (WIOA) Title IB services beyond self-service that require registration into the program must complete a WIOA application.
2. The career planner:
  - a. Enters the application information into the appropriate case management system.
  - b. Determines eligibility for WIOA Title IB following the applicable Eligibility section of the policy manual using the appropriate case management system, which takes the responses put into the application and displays all titles for which the applicant might be eligible.
    - i. The eligibility determination date must be within thirty (30) days of the application date.

- c. Must securely collect the required documentation to support answers given to the application’s questions and certify the applicant in any title (Adult, Dislocated Worker, and Youth).
    - i. The list of acceptable documentation to support eligibility for each title is provided in the Eligibility section of the policy manual.
    - ii. Career Planners must document information to determine priority of service under WIOA as outlined in the Service Priorities section of the policy manual.
  - d. Must certify the applicant as eligible under WIOA Title IB before enrolling an individual in various activities and services within the appropriate case management system.
    - i. An individual is still considered to be an applicant after having their eligibility certified until they have been enrolled in a WIOA Title IB service.
    - ii. The applicant must be enrolled in a WIOA Title IB service within forty-five (45) days from the date their eligibility was certified.
      - 1. If more than forty-five (45) days have elapsed, the application will be locked and the career planners will have to establish a new eligibility certification date.
    - iii. Once an individual is enrolled in a WIOA Title IB service, they are considered to be a registrant.
3. An individual could meet WIOA Title IB Eligibility criteria under several different WIOA titles (Adult, Dislocated Worker, and Youth) but would only be required to have the eligibility certified under the title(s) that the client will be enrolled in services.
- a. The applicant’s eligibility certification date must be within thirty (30) days of the application date.
    - i. If more than thirty (30) days have passed, career planners will have to update the application with current information and establish a new application date.

### **Basic Skills Screening Tool**

- 1. The Workforce Innovation and Opportunity Act (WIOA) establishes a priority of service to provide individualized Career Services, Training Services, or both, to recipients of Public Assistance, other low-income individuals, and individuals who are Basic Skills Deficient.
- 2. The Basic Skills Screening Tool (screening tool) found in the Basic Skills Screening Tool for Priority of Service and Referrals section of the policy manual was developed to provide another mechanism for determining basic skills deficiency by identifying youth or adults who are unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job which meets the second part of the WIOA definition of basic skills deficient.
- 3. The screening tool will help identify if an individual is basic skills deficient for the purposes of priority of service for Adults, referrals for Adults or Dislocated Workers, and eligibility for Youth. If a Participant is referred to Title IB from Title II and already has Adult Basic Education (ABE) or English Language Learners (ELL) scores within six (6) months, then the Basic Skills Screening Tool would not be required with validated assessments.
  - a. The screening tool is to be given prior to conducting any assessment test;
  - b. The screening tool is not an assessment included as part of a career service for Adults or Dislocated Workers or a component of the objective assessment for Youth and may not be used as the sole method for assessing Customer needs to achieve education and employment goals;
  - c. Adults and Dislocated Workers who answer “No” to the question regarding having a high school diploma, General Education Development (GED) Certificate, or High School Equivalency Diploma (HSED) should automatically be referred to adult basic education services through Title II; and
  - d. If the screening tool identifies an individual as basic skills deficient, career planners as appropriate are to do one or more of the following:

- i. Provide Adults with priority of service;
  - ii. Document this as a basic skills deficiency for the purposes of eligibility for Youth;
  - iii. Refer Adults and Dislocated Workers to adult basic education services through Title II; or
  - iv. Facilitate referrals for participants with identified barriers to the appropriate WIOA partner or program within the community for service.
4. Basic skills deficiency assessments as outlined in the Assessment Process for Basic Skills Deficiency section of this policy are then completed to meet the portion of the legislatively mandated Youth assessment which includes an assessment of basic skills and to support an Adult and Dislocated Worker participant's ability to do the level of work required for the training program they are attempting to enter.

### Assessments

1. A thorough assessment is the foundation for understanding the Participant's employment goals, existing skills, career readiness, and determining all appropriate barriers to education or employment that may exist. It is not a one-time activity. Nor is it a one-size-fits all approach. Assessment is an ongoing extension of the Intake process and guides the career planner's development of the Individual Employment Plan (IEP) for Adults and Dislocated Workers or the Individual Service Strategy (ISS) for Youth.
  - a. For the Adult and Dislocated Worker programs, the assessment process is two (2) phases.
    1. During intake, the assessment will determine a Customer's interests, skills, and needs. This initial assessment provides preliminary information about the individual's skill levels, aptitudes, abilities and supportive service needs. It forms the basis for determining suitability as part of informed customer choice and the development of the IEP. At a minimum the following areas must be addressed:
      - a. Interest and skills inventory;
      - b. Essential employability skills;
      - c. Digital Literacy assessment;
      - d. Financial literacy assessment;
      - e. Basic skills deficiency;
      - f. Barriers to Employment;
      - g. Determination of referrals; and
      - h. Supportive Services.
    2. After Enrollment, the assessment builds off information gathered at intake and assists with informing the IEP development. As with the assessment during intake, career planners must address informed customer choice when determining suitability for training in a particular career pathway. At a minimum, the continuation of the assessment must address the following areas:
      - a. Employment goals;
      - b. Suitability for employment and/or training program;
      - c. Review of training options including Work-Based Learning and/or traditional training through an Individual Training Account (ITA) by a training provider that is on the Eligible Training Provider List (ETPL) if training is needed to meet employment goals;
        - i) The training service must align with the participant's existing skills and career readiness using the results from the interest and skills inventory.
        - ii) The career planner must facilitate a process that provides the participant with an informed choice of training options.

- d. Barriers to employment for the chosen career pathway (e.g., criminal history, substance abuse);
  - e. Determination of referrals (coordination with partner programs or community organizations that provide training and education resources);
  - f. Supportive services (as supportive service needs may change if attending training);
  - g. Progress Reporting; and
  - h. Follow-up.
- b. For the Youth program, career planners must follow a comprehensive and objective assessment process during intake that considers the youth's skills, interests, and service needs. Note that the assessment of the youth participant occurs prior to the certification of eligibility. At a minimum, the following areas must be covered as part of the comprehensive and objective assessment:
  - 1. Interest and skills inventory;
  - 2. Prior Work Experience;
  - 3. Essential employability skills;
  - 4. Digital literacy assessment;
  - 5. Financial literacy assessment;
  - 6. Basic skills deficiency;
  - 7. Developmental needs;
  - 8. Career goals;
  - 9. Suitability for employment and/or training program;
  - 10. Review of training options that align with interest and skills inventory;
  - 11. Barriers to education or employment;
  - 12. Determination of referrals;
  - 13. Supportive services;
  - 14. Progress Reporting; and
  - 15. Follow-up.
- 2. When conducting the assessment, the Career Planners must use the assessment tool(s) appropriate for the participant. For example, when assessing interests, what is suitable for adults may not be suitable for youth.
  - a. Several assessment types may be given, including interests, aptitudes, skills, assessing barriers, and others in addition to the required basic skills reading and math assessments to attend training.
    - 1. Career Planners must use an Illinois Community College Board (ICCB) approved assessment test appropriate for the participant to determine a potential need for remediation or if the reading, math, or language levels meet the enrollment requirements of a training program.
  - b. Local programs must provide reasonable accommodation in the assessment process, if necessary, for individuals with disabilities.
- 3. Assessments must evaluate and identify suitability of the participant when developing the employment goals, appropriate achievement objectives, and the needed combination of services to address barriers. Suitability includes working with the participant on:
  - a. Aligning career goals to interests, skills, and abilities;
  - b. Reviewing occupational profiles and employment outlooks for the selected occupation. This not only includes wage information and training needed but also includes what employees actually do in the job;
  - c. Researching the Career Services that are needed to achieve the participants' employment goals;

- d. Researching the Training Services that are needed to achieve the participants' employment goal that includes, but is not limited to:
    - i. Evaluating the participant's preferred training delivery method (traditional classroom, virtual, hands-on);
    - ii. Assessing the cost and the length of the training program; and
    - iii. Considering work-based learning opportunities including, but not limited to, Registered Apprenticeships, On-the-Job Training, Transitional Job, and/or work experience.
  - e. Researching the supportive services that are needed to achieve the participants' employment goals.
4. Discussions with the participant should always be grounded in informed customer choice to ensure sound career decisions and supporting the best use of Workforce Innovation and Opportunity Act (WIOA) funds. Career Planning staff must assist participants in making informed career decisions based on accurate information and knowledge and ensure they are prepared with the skills needed to fill hiring opportunities in in-demand sectors and Career Pathways in high wage occupations.
  5. Formal assessments that occurred within the last six (6) months, provided by the participant or a WIOA partner program, are acceptable to use. However, they must address a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and developmental needs.

### **Individual Employment Plan (IEP) and Individual Service Strategy (ISS)**

1. Like the assessment, the Career Plan (Individual Employment Plan (IEP) or the Individual Service Strategy (ISS)) is a living document that identifies employment and education goals as part of a career pathway, objectives, and the appropriate combination of services for the Participant to reach the goals. It is to be developed collaboratively between the career planner and the participant with mutually established goals.
2. The IEP or ISS must be developed after an objective assessment and reflect the expressed interests and needs of the participant. Once developed, it must be signed by the participant and properly documented in the approved case management systems. A copy should be provided to the participant, and a hard copy placed in the file. The development of the IEP must follow this policy as well as the Training section of the policy manual where applicable.
3. All active participants must have an IEP/ISS with at least one (1) open goal with at least one (1) open objective. The IEP/ISS should be written with a S.M.A.R.T.E.R objective:

|                   |   |
|-------------------|---|
| <i>Specific</i>   | Identify specific short/long-term goals. Specific objectives are the action steps that outline exactly what the participant should do to achieve their goal(s).   |
| <i>Measurable</i> | Define how progress will be tracked. Goals are measurable by the <i>Completion</i> of objectives. Measurable goals have benchmarks allowing the participant to see the progress towards successfully achieving goals. |

|                                  |   |
|----------------------------------|---|
| <i>Attainable</i>                | Goals and objectives are attainable if the participant can be realistically expected to complete the goal within the timeframe agreed upon.   |
| <i>Relevant</i>                  | Goals and objectives must be relevant to what the participant is trying to achieve. An appropriate objective will be an action step toward completing the goal. The use of the comprehensive and specialized assessments will guide with creating relevant goals and objectives.      |
| <i>Time-Driven</i>               | There should be a target date of progress and completion. A goal without a commitment to a schedule or target dates tends to be forgotten or neglected. This will keep the participant on track and both parties accountable. Goals are defined as short, intermediate, or long-term. |
| <i>Evaluate</i>                  | Goals, objectives, activities/services, and <i>Case Notes</i> should be reviewed to assess the success or failure in achieving a participant's IEP/ISS completion.  |
| <i>Reflection and Adjustment</i> | Reflection is a great way for a participant to increase confidence and be more proactive and excited to complete their plan. If any goal changes occur, the plan must be adjusted and mutually agreed upon with the participant.  |

4. The IEP, which is an individualized career service, is required to be one of the first services provided to a Workforce Innovation and Opportunity Act (WIOA) Title IB Adult or Dislocated Worker participant since it describes the ongoing strategy for the participant to achieve their goals.
5. At a minimum, the IEP must identify and document:
  - a. Goals and Objectives:
    1. Short-term (training or employment) goal(s);
    2. Long-term (employment) goal(s) that:
      - a. clearly documents the career pathway to attain the career objectives; and
      - b. includes a review of the demand occupations list.
    3. Intermediate objectives will be required to meet the goals listed and required training components (remedial, pre-requisites, skills, work-based training, etc.).
  - b. Justification as to why the short-term and long-term goals are appropriate for the participant and must be:
    1. Based on assessment information, an interview with the participant, and skills obtained from previous employment;
    2. Include an explanation of the skills gap that the IEP is designed to overcome. A skills gap is the significant gap between the skills required by the employer and the current capabilities of the applicant; and

3. Include Barriers to Employment and/or participant needs, if applicable.
  - c. The appropriate sequence and mix of services to address the unique strengths, challenges, and needs of the participant to obtain the training or employment goal(s);
  - d. For participants that require Training Services, the IEP or ISS must include information on the eligible training programs and training providers that are researched on the State of Illinois Eligible Training Provider List to determine the training programs that are the most suitable to the participant's needs.
    1. The IEP and case notes must document the conversations between the career planner and the participant that assisted the participant in making an informed choice in selecting a training program if appropriate. Conversations must include discussions on local labor market conditions, including but not limited to the unemployment rate, local employer skill demands, hiring pre-requisites, and in-demand occupations in the area. Considerations must include if the training is suitable for the participant and if the targeted occupation and industry will lead to sustainable employment.
  - e. Identification of all barriers and/or needs that may prevent the participant from obtaining employment or participating in training. The IEP must document the services that are provided to address the participant's barriers including, but not limited to Career Service, Supportive Services, Needs-Related Payments, and referrals to partner agencies for additional assistance such as childcare, counseling, or other applicable programs;
  - f. The direct link to one or more of the performance indicators (e.g., unsubsidized employment, median earnings, credential attainment – postsecondary training for youth, or measurable skills gain); and
  - g. A method for tracking progress and identifying next steps including, but not limited to Follow-up on open goals, objectives, and services.
6. The ISS is required to be completed after the objective assessment prior to youth being enrolled in WIOA Title IB. It must be the first service recorded in the appropriate case management system. The ISS must document and address the following:
  - a. A summary of all goals and objectives established with additional information focusing on activities and tools used for achievement;
  - b. Identify an appropriate career pathway;
  - c. Documentation of the services provided to the participant including, but not limited to the fourteen (14) required WIOA Title IB Youth elements;
  - d. A summary of action steps to eliminate or minimize any barriers including, referrals to partner agencies for assistance with childcare, transportation, counseling, etc.;
  - e. The direct link to one or more of the WIOA Title IB performance indicators; and
  - f. A method for tracking progress and identifying next steps including, but not limited to follow-up on open goals, objectives, and services.
7. The IEP or the ISS is an ongoing process requiring routine review and updates as additional needs are identified or goals are achieved.
  - a. A review of the IEP/ISS must occur on a regular basis, at least once every ninety (90) days, unless the IEP/ISS is updated sooner as a result of regular thirty (30) day contact;
  - b. Career planners must conduct two-way communication with the participant that can include phone, email, text, or other methods to address any successes such as the completion of a goal ahead of the established timeline as well as any problems, challenges, or difficulties the participant may be facing that would warrant changes to the IEP or ISS;
  - c. All evaluation and revisions to the IEP or ISS shall be made collaboratively with the participant's consent. Significant changes include such things as changing type of training, employment goal, or change in supportive service needs;

- d. The development and subsequent changes of the IEP or ISS must be documented in services according to the same-day services portion of the Service Documentation (Case Management) section of this policy under the applicable service of either Development of an IEP or Development of an ISS. Any associated case notes must be recorded in Case Notes as outlined in the Case Note section of this policy.
8. A copy of the completed (or updated) and signed IEP or ISS shall be provided to the participant, recorded in case notes, and updated on the hard copy in the participant file.

### **Service Documentation (Case Management)**

1. Career Planners must maintain regular contact with participants to provide timely services to address the Participant’s specific needs to support the goals outlined in the IEP or ISS. For most participants and situations, regular contact is defined as two-way communication that occurs every thirty (30) days.
2. Participants should see the same Career Planner for check-ins and return visits/appointments until the participant exits the system. The participant should be notified if the Career Planner changes and should be offered an opportunity for an introductory meeting with the new career planner as soon as mutually convenient.
3. The career planner must utilize the WIOA Title IB Services Matrix with Definitions attachment that defines the WIOA Title IB services that should be tailored to address the participant’s unique strengths, challenges, and needs.
4. The Department of Commerce and Economic Opportunity’s Office of Employment and Training (OET) created same-day services in the Illinois Workforce Development System (IWDS) to more efficiently capture some of the applicable services.
  - a. The services considered same-day services are listed as such in the WIOA Title IB Service Matrix with Definitions attached to this policy.
  - b. Those services are only to be recorded when first received. Any subsequent service provision is to be captured by adding an Additional Service Episode to the original service record with supporting Case Notes.
    1. Example: A participant receives job search services from the Career Planner on April 6, and the Career Planner records the service in IWDS the same day. The next time job search services are provided to the participant; it would be recorded as an Additional Service Episode with supporting case notes of the original service. In this example, the participant received additional job search services on April 10, and the Career Planner added an Additional Service Episode to the original Job Search service along with case notes with an April 10 date. This then changes the end date of the original Job Search service to April 10.
  - c. Adding an Additional Service Episode will update the participant’s last service date even if no other services are provided. So, this mechanism should NOT be used when a participant is no longer actively participating in WIOA services.
5. Documentation of any completed assessment must follow policy, be recorded in the Career Planning system (IWDS or Career Connect), and documented on the IEP/ISS forms.
  - a. The Narrative tools on the Assessment Summary in IWDS must be utilized to record information gleaned from the Career Planner related to the different assessment categories. The narrative should incorporate what the assessment results mean, not just documentation of the test outcomes.

- b. The Employment Goals portion of the Assessment Summary provides an area to record items such as the participant’s wage goal, ability to work different shifts, distance willing to travel, and other information from conversations between the participant and the Career Planner.
  - c. The Income and Expenses section is designed to assist the participant and Career Planner in evaluating the participant’s ability to support him or herself and their Family while they are in the WIOA funded training program.
- 6. All WIOA Title IB services provided to a participant must be entered into the appropriate case management system within ten (10) calendar days of the service delivery.
  - a. The entry of services should be combined with case notes (whether a standard case note or a case note attached to an episode of a Same-day Service) to describe each service and provide any other notable information as detailed as outlined in the Case Notes section of the policy.
  - b. Services can only be recorded on or after the certification date. Therefore if any services such as an initial assessment for Adults or Dislocated Workers are provided prior to the certification date, they must be entered as being provided on the certification date under the Comprehensive and Specialized Assessment service, and a case note must be added to record the actual date of the service.
  - c. The service screen must reflect all of the services that have been or are currently being provided to the participant.
  - d. Service records must be closed/ended with an indication of Completion status (successful or unsuccessful) within ten (10) days of learning of the completion of the service.
  - e. Outcomes of education and Training Services such as Credentials and/or Measurable Skill Gains attained must be entered within ten (10) days of learning of the attainment.
  - f. For Chicago Cook Workforce Partnership providers that use Career Connect as a case management system, guidance on data entry specific to Career Connect can be found at the link in the Resources tab.
    - 1. All data entry time requirements addressed in this policy must also be followed by career planners using Career Connect.
- 7. All documentation must be contained in the participant’s physical case file and be available for review, as requested during compliance monitoring.
  - a. Career planners are to upload all relevant documentation contained in the participant’s physical case file into the appropriate case management system as directed by OET monitoring staff for remote monitoring and data validation purposes by the State and the U.S. Department of Labor (USDOL).

### **Case Notes**

- 1. Case Notes and file maintenance are vital to quality service and reporting. They reflect the results of continuous Career Planning in detail so that the Participant’s status is easily determined.
- 2. The case notes for an open active service must document ongoing two-way communication between the career planner and participant that describes how the service (career, training, supportive) or activity moves the participant toward their goals.
  - a. Case notes must be entered into the appropriate case management system within ten (10) calendar days of the service delivery and the regular contact (typically thirty (30) days).
- 3. Case notes should also indicate cross-program coordination of services and contacts with staff in other programs.

- a. Career Planners must identify the partner programs from which the participant receives services on the Concurrent Programs screen in the Illinois Workforce Development System (IWDS).
4. Case notes and file maintenance are to reflect the results of continuous career planning in detail so that the participant's status is easily determined. The quality of the case notes is imperative to assist in monitoring efforts.
5. In addition to the case notes that are entered to describe the Workforce Innovation and Opportunity Act (WIOA) services and regular contact, the participant case note history must reflect the following information as appropriate:
  - a. Introduction: A complete description of the status of the individual at participation including an explanation of their overall need for services. This case note will elaborate on eligibility, Intake, and assessment results to give a clear picture of the individual, their barriers, strengths and skills, training preferences, and possible support service needs.
  - b. Determination of Training Need: The career planner must document the suitability of the training/retraining program with participant's needs. In cases where training/retraining is required for a participant to enter or re-enter the workforce successfully, the training selected must be directly linked to employment opportunities in the Local Area or the planning Region or in an area to which a participant is willing to commute or relocate.
  - c. Training Begin Date (if applicable): A case note must be entered when the participant enters training and is to include the date the training began, training program, training provider/school, approximate cost, and planned end date.
  - d. Training End Date (if applicable): A case note must be entered to reflect that the participant's training has ended and include the following – date training ended, the name of the program, whether the participant completed the training, and credential/license status.
  - e. Service Closure/Exit: A full description of the participant's status at exit must be case noted and include employment/non-employment, employer name, hire date, hours, and wage. Any exclusion must also be described; and
  - f. Follow-up: A full description of the follow-up services and information provided to WIOA Title IB participants.
6. In instances when a participant is no longer actively participating in WIOA Title IB services, case notes should be documented as standard case notes and NOT documented within a Same-day Service as an Additional Service Episode in IWDS so as not to extend participation in WIOA Title IB and/or the Exit date.
  - a. Similarly, participants that are only receiving Disaster Relief Employment Services through a National Dislocated Worker Grant (NDWG) and do not receive traditional career or Training Services must have case notes recorded as a standard case note since they can not be recorded under the Career Planning service due to it being a career service.
  - b. Career planners are advised to work with the Department of Commerce and Economic Opportunity's Office of Employment and Training (OET) program and grant managers regarding the documentation of services that are associated with the administration of non-formula WIOA grants.

Sincerely,



Matthew Jones  
Executive Director

Related Documents: WIOA Policy Chapter 4.2 and 7

WIOA Populations with Barriers and Proposed Solutions Chart

WIOA Title IB Services Matrix with Definitions 6-30-23

Customer Self-Certification – LWIA 21 PL 08-01

Participant File Checklist – LWIA 21 PL 08-02

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**(WIOA)**  
**LOCAL WORKFORCE INNOVATION AREA 21 (LWIA 21)**  
**POLICY LETTER #11**

**ADULT AND DISLOCATED WORKER**  
**WIOA FOLLOW UP SERVICES POLICY**

**TO:** LWIA 21 Staff

**SUBJECT:** Adult and Dislocated Worker WIOA Follow Up Services Policy

**EFFECTIVE DATE:** November 17, 2022  
Modified – November 20, 2024 – Retro to July 1, 2024

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Follow-up Services for WIOA Adults and Dislocated Worker participants who enter unsubsidized employment, for up to 12 months after first day of employment will be offered by the Career Specialist.

- 1) Follow-up services are defined as:
  - a. Two-way exchanges between the WIOA Title I service provider and the individual (or the individual’s advocate or employer) and are designed to provide support and guidance to ensure sustained employment, earning of post-secondary credentials, wage increases, and advancement of career goals;
  - b. Are those services above and beyond the act of contacting individuals for securing performance reporting documentation; and
    - i. Verifying information, such as ensuring an individual is still employed, is not considered follow-up.
  - c. Can occur by telephone conversation, in person, or via email (or other social media)
    - i. While sending a letter or leaving a voicemail might be communication, neither is acceptable if no interaction or provision of service took place.
- 2) Local Workforce Innovation Boards (LWIBs) must establish and implement local follow-up services policies following this guidance.

- 3) The availability of follow-up services should be discussed with the participant at the beginning of an individual's interaction with the career planner to set the expectation for seamless communication throughout their participation in the program.
- 4) Evaluation to determine the need and level of intensity for follow-up services to meet the needs of the individual should be ongoing during participation and the follow-up period.
  - a. In the Adult and Dislocated Worker program, these services are a way to determine if adults or dislocated workers need support for retaining employment, earning wages, or advancing in the workplace.
- 5) Follow-up should be as often as necessary throughout the required twelve (12) months.
  - a. At a minimum, it should occur at least every thirty (30) days for the first three (3) months and then must occur once a quarter for the remainder of the twelve (12)-month period. This aligns with quarterly post-exit reporting requirements.
  - b. Documentation must be entered as a case note in the appropriate case management system each time throughout the twelve (12) months the career planner contacts the participant.
- 6) Follow-up services do not delay program exit.

**Required Follow-Up for Adult and Dislocated Workers Programs**

- 1) Training and Employment Guidance Letter (TEGL) 19-16 requires that follow-up services must be provided for up to twelve (12) months after the first date of employment for adults and dislocated workers who are placed in unsubsidized employment.
  - a. For participants in work-based learning opportunities that result in unsubsidized employment, such as On-the-Job Training (OJT), this would be the first day after the OJT is no longer subsidized by local area funds.
- 2) Follow-up services are tied to the first date of unsubsidized employment and are not tied to the date of program exit for adults and dislocated workers who have been placed in unsubsidized employment.
- 3) Follow-up services are not allowed under the Workforce Innovation and Opportunity Act (WIOA) when an adult or dislocated worker does not obtain unsubsidized employment.
- 4) Follow-up services are provided in support of unsubsidized employment, whereas career and training services support the participant's ability to enter unsubsidized employment.

- 5) At the point adults and dislocated workers are placed in unsubsidized employment during program participation, the career planner must transition the participant into follow-up services when the last service has been received, and no future services are planned.
  - a. This allows the career planner to provide follow-up services during the ninety (90) day program exit clock so that if the participant needs additional assistance, it can be provided even though they already started follow-up since they are still a participant.
    - 1) If the participant needs services within the ninety (90) day timeframe, the follow-up can count as career planner contacts.
- 6) When an adult or dislocated worker participant obtains unsubsidized employment while still receiving an active, open WIOA service, currently, the appropriate case management system does not allow a Follow-Up Service to be opened; however, follow-up must be provided.
  - a. In this instance, documenting the follow-up in case notes should be included and recorded during the routine, two-way communication between the Career Planner and the participant.
    - 1) Career Planners should enter case notes along the lines of “transitioned to follow-up services today, as the participant is done receiving services” or “closed this case administratively (not an exit) and am moving into follow-up because the participant needs no more services.”
  - b. Only when the individual completes career, training, and supportive services planned and outlined in the Individual Employment Plan (IEP) and the services are closed can a career planner open a follow-up service and enter a case note of the action in the appropriate case management system.
  - c. Career planners must understand program exit, which is ninety (90) days after the last enrolling service has been closed, is separate from providing follow-up services for adults and dislocated workers.
- 7) Local Workforce Innovation Boards (LWIBs) must establish policies that define what are appropriate follow-up services, as well as policies for identifying when to provide follow-up services to adult and dislocated worker participants.
- 8) Follow-up services must be provided as appropriate.
  - a. Participants with multiple employment barriers and limited work histories may need more significant follow-up services.

- b. Additionally, this helps to identify an area of weakness that will affect their ability to progress further in their occupation or in retaining employment.
- c. A variety of follow-up services may meet the needs of the participant. Below is a list of activities, but is not limited to the following:
  - 1) Counseling individuals about the workplace;
  - 2) Contacting individuals or employers to verify employment;
  - 3) Contacting individuals or employers to help secure better paying jobs, additional Career Planning, and counseling for the individual;
  - 4) Assisting individuals and employers in resolving work-related problems;
  - 5) Connecting individuals to peer support groups;
  - 6) Providing individuals with information about additional educational or employment opportunities; and
  - 7) Providing individuals with referrals to other community resources
- 9) The documentation addressing the need and type of the activities provided in follow-up must be entered into general case notes.
  - a. Case notes are not to be added to the Individual Employment Plan (IEP) or any other enrolling service such as Career Planning and will alter the true last day of services and, therefore, the exit date.
- 10) Supportive services cannot be provided in association with follow-up services for WIOA Adult and Dislocated Worker participants
  - a. However, a participant could receive supportive services associated with an active enrolling career and/or training service if they are concurrently receiving Follow-up Services following the first date of unsubsidized employment
- 11) After ninety (90) days following exit, if a former participant is not responsive, cannot be located, or refuses to provide information, the career planner may close follow-up services
  - a. The case notes must document the unresponsiveness of the former participant as the thirty (30) day contact requirements outlined in the Case Notes section of this policy manual as the reason for discontinuation.
- 12) Upon completing all follow-up services, the service must be closed, and the end date populated in the appropriate case management system.

The Career Specialist must attempt to make contact with the participant each month for at least 90 days and must enter case notes in IWDS documenting the attempts to make follow-up contact.

If the customer declines follow-up contact, the Career Specialist ends services after 90 days and closes follow-up services in IWDS.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew Jones", is written over the printed name.

Matthew Jones  
Executive Director

Related Documents:

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**(WIOA)**  
**LOCAL WORKFORCE INNOVATION AREA 21 (LWIA 21)**  
**POLICY LETTER #11-1**

**YOUTH WIOA FOLLOW-UP SERVICES POLICY**

**TO:** LWIA 21 Staff

**SUBJECT:** Youth WIOA Follow-Up Services Policy

**EFFECTIVE DATE:** November 17, 2022

Modified – November 20, 2024 – Retro to July 1, 2024

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Follow-up services for 12 months after exit is a required service for every WIOA youth participant. Therefore, all youth participants must receive some form of follow-up services for a minimum duration of 12 months. The types of services provided and the duration of services must be determined based on the needs of the individual and therefore, the type and intensity of follow-up services may differ for each youth. Listed below is information regarding the Act's definition of youth follow-up services and examples of youth follow-up services that may be provided locally.

- 1) Follow-up services are defined as:
  - a. Two-way exchanges between the WIOA Title I service provider and the individual (or the individual's advocate or employer) and are designed to provide support and guidance to ensure sustained employment, earning of post-secondary credentials, wage increases, and advancement of career goals;
  - b. Are those services above and beyond the act of contacting individuals for securing performance reporting documentation; and
    - i. Verifying information, such as ensuring an individual is still employed, is not considered follow-up.
  - c. Can occur by telephone conversation, in person, or via email (or other social media)
    - i. While sending a letter or leaving a voicemail might be communication, neither is acceptable if no interaction or provision of service took place.
- 2) Local Workforce Innovation Boards (LWIBs) must establish and implement local follow-up services policies following this guidance.

- 3) The availability of follow-up services should be discussed with the participant at the beginning of an individual's interaction with the career planner to set the expectation for seamless communication throughout their participation in the program.
- 4) Evaluation to determine the need and level of intensity for follow-up services to meet the needs of the individual should be ongoing during participation and the follow-up period.
  - a. For youth, these services are critical to ensuring they are successful in a job or postsecondary education and training.
- 5) Follow-up should be as often as necessary throughout the required twelve (12) months.
  - a. At a minimum, it should occur at least every thirty (30) days for the first three (3) months and then must occur once a quarter for the remainder of the twelve (12)-month period. This aligns with quarterly post-exit reporting requirements.
  - b. Documentation must be entered as a case note in the appropriate case management system each time throughout the twelve (12) months the career planner contacts the participant.
- 6) Follow-up services do not delay program exit.

According to the Workforce Innovation and Opportunity Act (WIOA), follow-up services for youth may include:

***Leadership development opportunities***

1. Exposure to postsecondary educational opportunities
2. Community and service-learning projects
3. Peer-centered activities, including peer mentoring and tutoring
4. Organizational and team work training, including team leadership training
5. Training in decision-making, including determining priorities and problem solving
6. Citizenship training, including life skills training such as parenting and work behavior training.

***Supportive service activities***

1. Linkages to community services
2. Assistance with transportation
3. Assistance with child care and dependent care
4. Assistance with housing
5. Needs-related payments
6. Assistance with educational testing
7. Reasonable accommodations for youth with disabilities
8. Referrals to health care

9. Assistance with uniforms or other appropriate work attire and work-related tools, including such items as eyeglasses and protective eye gear.

***Regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise***

***Assistance in securing better paying jobs, career development and further education***

***Work-related peer support groups***

***Adult mentoring***

***Services necessary to ensure the success of youth participants in employment and /or post-secondary education.***

Examples of follow-up services that may be provided locally include the following: resume updates, job referrals, career planning assistance, re-employment planning, agency referrals, group or one-on-one meetings, tutoring, job shadowing, newsletters, workshops and/or seminars, supportive services, career exploration, mentoring, and referrals to job fairs.

- 1) The date of program exit:
  - a. Cannot be determined until ninety (90) consecutive days have lapsed since the last qualifying participant-level service;
  - b. Is set retroactively back to the date of the last enrolling/qualifying service; and
  - c. Is further outlined in the General Requirements for Program Exit section of the policy manual.
- 2) Follow-up services do not change or delay exit as they can only occur after program exit in the Title I Youth program.
- 3) Follow-up must include more than contact or attempted contact and follow-up activities must be provided.
- 4) Follow-up services for youth may include, but are not limited to, the following program elements:
  - a. Supportive services, if funding is available and the need for supportive services are supported in the Individual Service Strategy (ISS);
  - b. Adult mentoring;
  - c. Financial literacy education;
  - d. Services that provide labor market and employment information (LMI) about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services;
  - e. Activities that help youth prepare for and transition to postsecondary education and training; and

- f. Other services necessary to ensure the success of the youth in employment and/or postsecondary education.
- 5) The documentation addressing the need and type of the activities provided in follow-up must be added to the ISS since that is a non-enrolling service and will not alter the true last day of services and, therefore, the exit date.
- a. Case notes in the ISS must provide documentation of the need for youth to be provided an allowable youth program element (i.e., supportive services) as part of follow-up services.
- 6) However, the Final Regulations at Section 681.580 allow for youth to decline follow-up services altogether.
- a. There are two (2) options for youth who are not responsive to attempted contacts for follow-up and those youth who cannot be located making it impossible to provide follow-up services during the twelve (12)-month follow-up period.
    - i. Unable to Locate (Youth Only). The career planner has determined that in the event a youth participant cannot be located, the case notes should record all efforts that were taken to locate the individual. These same methods must be periodically utilized through at least the first two (2) quarters following exit.
    - ii. Opting Out (Youth Only). Youth in the twelve (12)-month follow-up period may request to opt out of follow-up services at any time. The request to opt-out or discontinue follow-up services must be clearly documented in the case notes. Career planners should not encourage youth to opt out of these services.
  - b. In instances where well-documented case notes that the youth opted out or were not responsive to follow-up, career planners may wish to reach out to employers to confirm employment and wages. It is especially important for those individuals who work for an employer who does not pay into the Illinois Department of Employment Security (IDES).
  - c. If the youth is participating in post-exit education or training, the career planner may wish to contact the educational institution.
  - d. Neither are allowable follow-up activities, but they will provide meaningful information for the Youth program and could assist in identifying a positive performance outcome.
  - e. While it can be documented in a case note, it cannot be recorded as a follow-up service in the appropriate case management system.

- 7) When reaching out to an exited youth to secure documentation for reporting, a performance outcome does not constitute an allowable follow-up activity.
  - a. Although this is an acceptable follow-up activity allowed under the Adult and Dislocated Worker programs, it is not for the Youth program.
  - b. Although contacting an individual to secure documentation to report a performance outcome does not constitute a follow-up service, it can be used in conjunction with other follow-up activities.
- 8) Upon completing all follow-up services, the activity must be closed, and the end date populated in the appropriate case management system.
- 9) Local programs must have policies to establish when a youth participant cannot be located or contacted.
  - a. The Career Specialist must attempt to make contact with the participant each month for at least 90 days and must enter case notes in IWDS documenting the attempts to make follow-up contact.
  - b. If the customer declines follow-up contact, the Career Specialist ends services after 90 days and closes follow-up services in IWDS.

Sincerely,



Matthew Jones  
Executive Director

Related Documents:

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**  
**LOCAL WORKFORCE INNOVATION AREA 21 (LWIA 21)**  
**POLICY LETTER #7**

**WIOA ELIGIBILITY AND SELF-SUFFICIENCY**

**TO:** LWIA 21 Staff

**SUBJECT:** WIOA Eligibility and Self-Sufficiency

**EFFECTIVE DATE:** July 1, 2022

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**Purpose:** To transmit **LWIA 21's** policy on establishing WIOA eligibility and determining self-sufficiency.

**In accordance with Workforce Innovation and Opportunity Act (WIOA) Legislation and Department of Commerce and Economic Opportunity (DCEO) Policy Letters:** LWIA/WIOA Staff will adhere to DCEO WIOA Policy Chapter 5, which contains the updated version of the WIOA Title IB Eligibility Policy Guide. **LWIA 21** will also adhere to any other eligibility guidelines and policy letters that are issued by DCEO subsequent to this **LWIA 21** Policy Letter #7.

**LWIA 21 Policy and Procedures: DCEO WIOA Policy Chapter 5– Determining Eligibility**

DCEO has issued : DCEO WIOA Policy Chapter 5 that outlines in detail the various types of eligibility, i.e., general, fund source, and service type, as well as other eligibility requirements, along with necessary appendices.

Staff should refer to <https://apps.il-work-net.com/WIOAPolicy> to keep abreast of all changes to the State of Illinois policies regarding WIOA and management of the WIOA Programs.

LWIA 21 staff must abide by the policy and procedures outlined in this document.

**Targeting the Most In-Need**  
(At least 51% of Adult (1A) enrollees must be low-income)

LWIA 21's Five Year Plan states that at least 51% of our registered Adult (1A) customers receiving intensive and/or training services will be low-income.

**Local WIB/JCB Definition of "Self-Sufficiency"**

**For Adults and Dislocated Workers**

LWIA 21 shall follow the 100% LLSIL for determining needs-related payments published annually in a WIOA Notice on Revised Income Guidelines for Determining Low-Income Status for WIOA Eligibility that will be written and distributed by the Department of Commerce and Economic Opportunity, Office of Employment and Training (OET).

**Adults:** The Workforce Development Board has adopted their definition of self-sufficiency for Adults. Adults will be deemed self-sufficient when their income is 150% of the Lower Living Standard Income Level minimums (must consider family size and family earnings).

**Dislocated Workers:** The Workforce Development Board has adopted their definition of self-sufficiency for dislocated workers. For dislocated workers, self-sufficiency is defined as 100% of their pre-layoff wage or 150% of the Lower Living Standard Income Level.

In the case of high demand occupations, participants exceeding the 100% LLSIL guideline shall be considered for the program in writing by the Executive Director/Program Manager. Determining factors include funding availability and the current LWIA 21 Participant Wait List. The Executive Director/Program Manager shall report this information to the Workforce Development Board at the next regular scheduled meeting.

LWIA 21 shall utilize the map titled Income Guidelines and Lower Living Standard Income Level (LLSIL) Boundaries as a guide in identifying the correct LLSIL value for a given Local Workforce Innovation Area (LWIA). This map is included as an attachment to the WIOA Notice.

LWIA 21 shall use the figures from the table titled Income Guidelines for Determination of Low-Income Status and attached to the WIOA Notice in the determination of eligibility for applications taken on or after the effective date identified in the WIOA Notice.

LWIA 21 shall use the figures from the table titled 100% Lower Living Standard Income Level (LLSIL) for Determining Needs-Related Payments and Self-sufficiency attached to the WIOA Notice in the determination of needs-related payments and self-sufficiency for applications taken on or after the effective date identified in the WIOA Notice.

LWIA 21's will use the latest WIOA Notice available when determining LLSIL and self-sufficiency.

### **Youth Eligibility**

LWIA 21's definition of "an individual who requires additional assistance to complete an educational program or to secure and hold employment"

May 23, 2001: The Workforce Development Board of LWIA 21 was assigned the task of defining one of the "barriers to employment" as they relate to youth eligibility requirements. The Workforce Development Board at their meeting on May 23, 2001, approved the recommendations of the Program Accountability, Performance, and Operations Committee with respect to a section of WIOA Title 1B Eligibility Policies for Youth.

The narrative below was taken WIOA Title IB Policy Guide, Youth Requirements:

1. Age 16-24;
2. A low income individual; and
3. A person who has one or more of the following barriers to employment:
  - A. Deficient in basic literacy skills
  - B. A school dropout
  - C. Homeless
  - D. Runaway
  - E. A foster child

- F. Pregnant
- G. A parent
- H. An offender, or

4. An individual who requires additional assistance to complete an educational program, or to secure and hold employment.

The Local Job Center Board has defined #4 as an individual who requires additional assistance to complete an educational program, or to secure and hold employment” as:

- a. A youth who is economically disadvantaged and lacks work experience to secure employment that pays a self-sufficient wage (documented by work history)
- b. A youth who is economically disadvantaged and who’s current or most recent job paid minimum wage (documented by work history)
- c. A youth who is economically disadvantaged and who was previously enrolled in a post-secondary program or training component but dropped out (documented by letter from school)
- d. A youth who is economically disadvantaged and lacks sufficient life skills, communication skills, and or social skills to be successfully employed (documented by assessment)

#### **Selective Service Requirements**

**APPROVED: MAY 23, 2024 BOARD MEETINGS**

LWIA 21 shall comply with U.S. Department of Labor issued guidance on Selective Service requirements for WIOA Title I programs. Under the Selective Service Requirements, all U.S. citizens assigned male at birth and immigrant non-citizens who are between the ages of 18 and 25 are required by law to have registered within 30 days of their 18th birthdays.

Failure to register is a felony and non-registrants may be denied the following benefits for life:

- a. State-based student loans and grant programs in 31 states
- b. Federal job training under the **Workforce Innovation and Opportunity Act** (formerly Workforce Investment Act)
- c. Federal (and many state and local) jobs
- d. Up to a 5-year delay of U.S. citizenship proceedings for immigrants

Sincerely,



Matthew Jones  
Executive Director

Related Documents: DCEO WIOA Policy Chapter 5  
Universal Services Customer Self-Certification Form - LWIA 21 PL 07-01  
WIOA NOTICE NO. 21-NOT-04  
JCB Minutes – May 2001  
JCB Minutes – November 2002  
Selective Service - Who Must Register Chart – 03-21-2024

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**  
**LOCAL WORKFORCE INNOVATION AREA 21 (LWIA 21)**  
**POLICY LETTER #5-1**

**WORK BASED LEARNING POLICY**

**TO:** LWIA 21 Staff

**SUBJECT:** Work Based Learning Policy

**EFFECTIVE DATE:** November 17, 2022

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**Purpose:** The purpose of the Work-Based Learning Policy in the WIOA Title 1 Adult, Dislocated Worker and Youth programs is to provide procedures for implementing and managing training agreements and contracts for Work-Based Learning, which includes On-The-Job Training (OJT), Customized Training, Registered Apprenticeships, Pre-Apprenticeships, Job Shadowing, Transitional Jobs and Work Experience.

**References:**

- WIOA & USDOL Final Rules and Regulations: Part 680- Subpart B, Part 680 -Subpart F, Section 129 & Section 134
- DCEO Work-Based Learning Policy, Chapter 7-Section 2
- TEGL 13-15

**Background:** Various Work-Based Learning activities are available for Adults, Dislocated Workers and Youth under the Workforce Innovation and Opportunity Act (WIOA). Activities identified and addressed in this policy include On-The-Job Training (OJT), Customized Training, Registered Apprenticeships, Pre-Apprenticeships, Job Shadowing, Transitional Jobs and Work Experience (Paid or Unpaid).

**Definitions:**

- **On-The-Job Training (OJT)** - The term On-The-Job Training means training by an employer that is provided to a paid participant while engaged in productive work in a job that meets the following requirements:
  - a) Provides knowledge or skills essential to the full and adequate performance of the job;
  - b) Is made available through a program that provides reimbursement to the employer of up to 75% of the wage rate of the participant, except as provided in section 134 (c)(3)(H), for the extraordinary costs of providing the training and 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.
- **Customized Training** - The term "Customized Training" means training:
  - a) That is designed to meet the specific requirements of an employer (including a group of employers);
  - b) That is conducted with a commitment by the employer to employ an Individual upon

- successful completion of the training; and
- c) For which the employer pays:
- (i) a significant portion of the cost of training as determined by the local board involved, taking into account the size of the employer and such other factors as the local board determines 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), relation of the training to the competitiveness of a participant and other employer-provided training and advancement opportunities; and
  - (ii) in the case of Customized Training (as defined in subparagraphs (A) and (B)) involving an employer located in multiple local areas in the State, a significant portion of the cost of the training, as determined by the Governor of the State, taking into account the size of the employer and such other factors as the Governor determines appropriate (Sec. 680.760).
- **Registered Apprenticeship** - Registered Apprenticeship is an "Earn While You Learn" training model, providing a unique combination of structured learning with On-The-Job Training from an assigned mentor. Related instruction, technical training or other certified training is provided by apprenticeship training centers, technical schools, community colleges and/or institutions employing distance and computer-based learning approaches. The goal is to provide workers with advanced skillsets that meet the specific needs of the employers. Upon completion of a Registered Apprenticeship program, participants receive an industry issued, nationally recognized credential that certifies occupational proficiency and is portable.
  - **Pre-Apprenticeship** - Pre-Apprenticeship is a program or set of strategies designed to prepare individuals to enter and succeed in Registered Apprenticeship programs and has a documented partnership with at least one, if not more, Registered Apprenticeship program(s).
  - **Job Shadowing** - A work experience option where participants learn about a job by walking through the work day as a "shadow" to a competent worker. The Job Shadowing work experience is a temporary, unpaid exposure to the workplace in an occupational area of interest to the participant.
  - **Transitional Jobs** - Transitional Jobs are defined as time-limited subsidized work experiences that help individuals, who are chronically unemployed and have barriers to employment, establish a work history and develop skills to access unsubsidized employment and progress in the workplace.
  - **Work Experience** - Paid (subsidized) or unpaid work experience is a planned, structured learning experience in a workplace for a limited period of time that provides participants with opportunities for career exploration and skills development.

#### **Policy and Procedures:**

- Work-Based Learning opportunities must be identified as an appropriate activity for program participants on the IEP or ISS.
- IEP's or ISS's and/or case notes will specify goals of the Work-Based Learning activity by identifying the purpose of the activity and stating the expected outcomes.

## A. On-The-Job Training (OJT)

1. **Participant Eligibility:** Individuals who are interested and in need of an OJT will complete a comprehensive assessment process which includes a math and reading assessment as well as an evaluation of their work history, job skills and interests. An individual will be eligible for an OJT when the training eligibility requirements of WIOA are met.
2. **Occupational Eligibility\*:** WIOA staff will work to secure job orders for permanent occupations from companies and businesses in both the public and private sector. OJT will be an allowable activity for quality occupations that, coupled with the participant's capabilities, contribute to their:
  - a) Economic self-sufficiency
  - b) Skill development
  - c) Occupational Upward Mobility
  - d) Permanent Employment (beyond the OJT contract)

**\*Occupations not considered:** Intermittent or seasonal occupations, positions paying commission only or occupations that have not traditionally required any specific occupational training.

An OJT contract may be used to train a customer who, prior to the start of the OJT, is already working for the OJT employer (i.e. an "employed worker" who is earning less than a self-sufficient wage) and must elevate the employee to reach at least a self-sufficient wage through skill upgrade training that relates to either:

- a) The introduction by the employer of new technologies;
- b) The introduction to new production or service procedures; or
- c) Upgrading to new jobs that require additional skills/workplace literacy or
- d) Other appropriate purposes as identified by the local board.

There is no prohibition in combining OJT with other forms of training.

## 3. Contract Period:

- a) The length of the OJT training Program shall not exceed six(6) months or 1,040 hours, unless it is approved based on skill level and employer need.
  - 1) As a guide for determining the length of a training program, WIOA staff will determine the SOC code for each OJT occupation. Each OJT occupation falls within a SOC code which is assigned a Specific Vocational Preparation (SVP) level. The SVP levels represent the amount of training time required to be proficient in an occupation.

Scale of Specific Vocational Preparation (SVP):

| <u>Level:</u> | <u>Time:</u>                              |
|---------------|---|
| 1             | Short demonstration only                  |
| 2             | Beyond short demonstration, up to 30 days |
| 3             | Over 30 days, up to 3 months              |

|   |                               |
|---|-------------------------------|
| 4 | Over 3 months, up to 6 months |
| 5 | Over 6 months, up to 1 year   |
| 6 | Over 1 year, up to 2 years    |

To determine an occupation's SVP, WIOA staff use information available on O\*Net Online [www.online.onetcenter.org](http://www.online.onetcenter.org) Staff enter the O\*Net-SOC code, then click on the occupation name and click on "Job Zone".

- b) In addition, training may exceed six (6) months if there are extenuating circumstances such as lengthy illness, plant shutdown, holidays, etc. Total training hours will not exceed 1,040; and
- c) An employee in OJT may work overtime hours, but overtime hours are not eligible for reimbursement.

Individuals selected for an OJT contract will not be placed in an occupation in which they have had prior experience, unless some of the skills required are in a new area for which technology and skills have changed significantly enough to warrant additional training.

Reasonable tools, equipment and clothing not provided by the employer on all OJT contracts may be provided by WIOA funds in accordance with the local supportive services policy. If the participant does not complete the OJT contract, the local WIOA program will retain ownership of tools and/or equipment.

- 4. **Working Conditions:** All OJT participants shall be subject to the same working conditions (benefits, bonuses, etc.) as other employees hired by the employer.\
- 5. **Employee Wages:** The minimum starting wage rate for all OJT employees shall be the employer's normal entry wage rate for the occupation for which they are being employed. The minimum acceptable wage rate will be \$10.00 per hour.
- 6. **Collective Bargaining Agreements:** As applicable, the employer will obtain concurrence of the collective bargaining representative regarding the OJT position and the rate of pay for the position.
- 7. **Reimbursement For Training:** On-The-Job Training is provided for a WIOA participant in exchange for a negotiated reimbursement of up to seventy five percent (75%) of the wage rate to compensate for the employer's extraordinary costs of training and additional supervision related to the training. The reimbursement rate shall be on a sliding scale based on the size of the business entering into the OJT (location where the training takes place) contract as follows:
  - a) Up to seventy five (75%) for employers with 100 or fewer employees.
  - b) Up to fifty (50%) for employers with more than 100 employees.

*NOTE: National Emergency Grants (NEG) have specific wage reimbursement caps (TEGL 13-15, NEG OJT) which do not apply to WIOA formula-funded OJT's.*

- 8. **Evaluation & Monitoring:** OJT monitoring will be conducting monthly to evaluate the participant's performance and progress. All monitoring forms will be kept on file.

9. **Corrective Action:** If there are findings or problem areas identified during OJT monitoring, corrective action will be recommended to the employer. A date will be agreed upon by the employer and WIOA staff to correct the findings and/or problems. The WIOA staff will follow up to determine if the corrective action was completed. If the corrective action is not completed, steps may be taken to terminate the agreement. In addition, an OJT “pattern of failure” may be established if less than fifty percent (50%) of the OJT participants are not still working for the OJT employer one year from the date of hire. Participants that have left the employer will NOT be considered a failed OJT hire if they voluntarily left for any reason, were laid off due to a reduction in workforce or were documented to have been terminated for poor performance (based on the same grading as other employees).
10. **OJT Packet:** The OJT packet will consist of the following forms: Pre-Award Checklist (Company), *Pre-Award Checklist (Training Plan Development & Implementation)*, *Contract Checklist*, *Contract*, *Training Plan*, *Training Plan Modification*, *Progress Report & Invoice*, *Trainee Monthly Report*.

## **B. Customized Training**

1. Customized Training is designed to meet the special requirements of an employer or group of employers.
2. The employer(s) must pay not less than fifty percent (50%) of the cost of training.
3. Employer matching costs must be in cash or in-kind, must be documented and are subject to audit.
4. Customized Training may be provided to WIDA program participants eligible for training services.
5. The employer (or group of employers) must commit to hire individuals who successfully complete the customized training program and trainees must agree to accept employment offers from the employer.
6. The employer groups will assist WIOA staff in identifying appropriate training providers. As appropriate, training providers will be selected according to the local procurement policy.
7. An agreement between WIOA, the training provider and the employer (or group of employers) must be finalized and signed prior to the start of training.
8. A customized training contract may also be written to train a customer who is already working for the employer (or group of employers) for which the customized training is being provided, when the employee is not earning a self-sufficient wage. In this situation, customized training provided to a previously employed worker must elevate the employee to reach at least a self-sufficient wage through skill upgrade training that relates to either:
  - a) The introduction by the employer of new technologies;
  - b) The introduction to new production or service procedures;
  - c) Upgrading to new jobs that require additional skills/workplace literacy or
  - d) Other appropriate purposes as identified by the local board.

### **C. Registered Apprenticeship**

1. Registered Apprenticeships are an important component of potential training and employment services that are based on the "Earn While You Learn" model. Registered Apprenticeships can be funded through several mechanisms. Registered Apprenticeship program sponsors can be eligible training providers.
  - a) Some employers who provide related instructions with Registered Apprenticeship programs can provide formal in-house instructions as well as the OJT at the worksite.
  - b) Some employers will use an outside educational provider for the classroom instruction. Employers can use two or four year post-secondary institutions, technical training schools or online courses for related instruction. The employer is the eligible training provider and must identify its instructional provider.
  - c) For multiple year apprenticeships, funding to cover the costs of related training will be negotiated and obligated by semester or applicable certification, but not more than six (6) months at a time.
2. OJT agreements and procedures will be utilized for the On-The-Job training hours of the apprenticeship. For multiple year apprenticeships, the total hours for reimbursement will be negotiated. Standard OJT agreements will not exceed 1,040 hours.

### **D. Pre- Apprenticeship**

1. Pre-Apprenticeship programs must have at least one (1) Registered Apprenticeship sponsor and will combine industry-based On-The-Job Training (OJT) and classroom instruction.
2. Pre-Apprenticeship funding will be negotiated and obligated by semester or applicable certification, but not more than six (6) months at a time.
3. OJT agreements and procedures will be utilized for the OJT portion of a Pre- Apprenticeship program. The total hours will be negotiated, but will not exceed 1,040 hours.

### **E. Job Shadowing**

1. A Job Shadowing experience should be a temporary and unpaid opportunity for a participant to "shadow" a competent worker as a way to observe day to day activities as well as have their specific questions answered regarding the occupation.
2. Job Shadowing placements should be based on the participants' documented interests and assessments as well as any previous work experience or education.
3. The Job Shadowing participant may not directly contribute to the worksite's productivity in terms of engaging in actual work activities.
4. A detailed agreement will be in place and signed by the employer, participant and WIOA provider.

## **F. Work Experience and Transitional Jobs**

1. Work Experience and Transitional Jobs may be in the private sector, public sector or non-profit sector for the participants whose assessment and IEP/ISS indicate that Work Experience and/or Transitional Jobs are appropriate. Work Experiences may be paid or unpaid.
2. Work Experiences and Transitional Jobs will be in positions that are entry level.
3. For paid Work Experiences and Transitional Jobs, WIOA will pay the participant's wages and related benefits. Wages will be paid at the same entry level rate paid trainees or employees in the same or similar positions at the worksite. However, no position will be paid less than the current minimum wage in the state of Illinois (or Missouri).
4. Participants in Work Experience and Transitional Jobs will work up to 40 hours per week (Youth Participant Guidelines are listed in the October 2017 Paid Work Experience Policy). The duration of each Work Experience and Transitional Job will be determined based upon the expected outcomes. However, up to 599 hours maximum will be allowed per participant while actively enrolled in a WIOA program (per IMRF guidelines). Work Experiences and Transitional Jobs will not be allowed after a participant has exited the program.
5. Work Experience and Transitional Jobs for WIOA youth must include academic and occupational education. WIOA youth program participants may participate in more than one component over the duration of their program participation - i.e. summer employment, job shadowing, pre-apprentice, etc. (681.600).
6. The worksite supervisor is expected to provide supervision and training for participants as well as monitor progress and application of job readiness skills. The ratio of trainee to supervisor should not exceed 5 to 1.
7. Work Experience and Transitional Job participants are considered trainees. Therefore, staff developing such training opportunities must ensure adequate worksite supervision. A supervisor must be onsite at all times during the trainee's work hours (or make arrangements for supervision when not available}.
8. The number of Work Experience and Transitional Job participants assigned per worksite will be greater than 51% of total employees at the worksite. Exceptions must be presented with justification of adequate training.
9. Future Work Experience or Transitional Job requests from worksites will be denied if those worksites have not honored the requirements set forth in previous worksite agreements.
10. All Work Experience and Transitional Job agreements will be approved and signed by the Fiscal Agent because the Fiscal Agent serves as the employer of record for Work Experience and Transitional Job participants.
11. All Work Experience and Transitional Job participants will be required to complete job readiness/job search skills activities.

12. All Work Experience and Transitional Jobs must adhere to applicable rules contained in WIOA legislation or applicable federal or state regulations. In addition, all worksites will be monitored on a monthly basis.
13. All worksite supervisors will participate in an orientation to learn roles and responsibilities, timekeeping and payroll procedures, child labor laws and other appropriate guidelines. Verification of the orientation will be kept with the worksite agreement.
14. Work Experience or Transitional Jobs may NOT occur at a workplace where:
  - a) A participant's Work Experience or Transitional Job would unfavorably impact current employees (i.e. would displace all or a portion of a current employee's hours including overtime, wages, employment benefits or promotional opportunities).
  - b) A participant's Work Experience or Transitional Job would impair existing contracts for services or collective bargaining agreements.
  - c) A participant's Work Experience or Transitional Job would replace the work of employees who have experienced a layoff.
  - d) A participant's Work Experience or Transitional Job is the same or similar to a position that is vacant due to a hiring freeze.
  - e) An employer has terminated a regular employee or otherwise reduced its workforce with the intention of replacing them with participants subsidized with WIOA funds.

Sincerely,



Matthew Jones  
Executive Director

Related Documents:

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**  
**LOCAL WORKFORCE INNOVATION AREA 21 (LWIA 21)**  
**POLICY LETTER #9**

**WIOA “JOBS FOR VETERANS ACT”**

**TO:** LWIA 21 Staff

**SUBJECT:** WIOA “Jobs for Veterans Act”

**EFFECTIVE DATE:** July 1, 2022

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**Purpose:** To transmit LWIA 21’s policy on utilizing a Priority-for-Services Checklist based on the Veterans’ Priority Provision of the “Jobs for Veterans Act.” *This policy may be adjusted to meet the new requirements of Workforce Innovation and Opportunity Act (WIOA) or special projects/grants.*

**Policy:** LWIA Staff have developed a Priority for Services checklist to comply with the “Jobs for Veterans Act.” The checklist also includes other barriers to employment and most-in-need criteria that will ensure that funds are provided to the hardest to serve. Job Center Staff are required to complete this form on all customers who are eligible for United States Department of Labor (DOL) programs (WIOA Adult, Dislocated Worker, and Youth programs; WIOA statewide activity programs; Dislocated Worker National Emergency Grant; and the Trade Adjustment and Assistance program). Each covered person who applies to or is assisted by a program should be informed of the employment-related rights and benefits to which they are entitled.

Procedures to monitor compliance with the Act, including compliance by all contractors, including On-the-Job Training (OJT), will take place on a regular basis, as well as the level of service to veterans in proportion to the incidence of their representation in the labor market.

All contracts or grants issued locally will contain specific language regarding the “Jobs for Veterans Act” to ensure all are fully aware of the requirements.

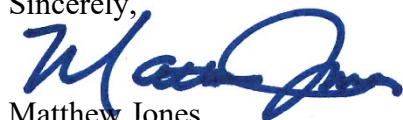
All outreach, marketing, and self-service tools will provide information on Veterans’ Priority of Service and how to access assistance.

DCEO WIOA Policy Chapter 5, Section: 7 through DCEO WIOA Policy Chapter 5, Section: 7.4 shall be a part of this policy letter for further clarification.

USDOL Training and Employment Guidance Letter (TEGL) No. 10-09, (USDOL TEGL No. 10-09) shall be a part of this policy letter for further clarification.

Local Policy Letter #9, inclusive of the DCEO Policy Letters will be used to ensure that Veterans and eligible spouses receive priority of services as outlined in this letter and the attachments.

Sincerely,



Matthew Jones  
Executive Director

## LOCAL WORKFORCE INNOVATION AREA 21 (LWIA 21) POLICY LETTER #9

Related Documents: <https://apps.illinoisworknet.com/WIOAPolicy/Policy/Home/>

DCEO WIOA Policy Chapter 5, Section: 7

DCEO WIOA Policy Chapter 5, Section: 7.1

DCEO WIOA Policy Chapter 5, Section: 7 .2

DCEO WIOA Policy Chapter 5, Section: 7.3

DCEO WIOA Policy Chapter 5, Section: 7.4

USDOL TEGL No. 10-09

Priority for Services Checklist – LWIA 21 PL 09-01

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**  
**LOCAL WORKFORCE INNOVATION AREA 21 (LWIA 21)**  
**LWIA 21 – POLICY LETTER #4**

**INDIVIDUAL TRAINING ACCOUNT (ITA)**

**TO:** LWIA 21 Staff

**SUBJECT:** Individual Training Account

**EFFECTIVE DATE:** July 1, 2022

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**Purpose:** To transmit Local Workforce Innovation Area 21’s (LWIA 21) policy on moving a WIOA customers from Basic Career Services to Training Service and the steps necessary to issue an Individual Training Account (ITA).

**Policy:** In the event a customer is unsuccessful in finding acceptable employment during their participation in Universal Services, and/or Basic Career Services, Training Services may be an option. The Career Specialists are responsible for determining the appropriateness of moving a customer from Basic Career Services to training services.

This Policy Letter contains guidelines to assist the Career Specialist in making a decision on committing WIOA Funds and the issues that must be consider before enrolling a customer into the training component.

**Financial Aid:** WIOA training funds are considered “funding of last resort” which means other grants, scholarships, financial aid, and funding alternatives must be sought and documentation of those activities must be on file. This activity should be completed during Universal and Basic Career Services.

**ITA cap:** An ITA cap has been established in the amount of \$18,500 per participant for the life of the program, whether it is a one-year or two-year program. Funds related to the ITA cap shall be spread over the duration of the program. This cap shall cover such direct training cost items such as tuition, books, tools, testing, licenses and uniforms. Money exceeding that amount shall be reviewed and approved in writing by the Executive Director. The Executive Director shall report this information to the Workforce Development Board at the next regular scheduled meeting. No money exceeding that amount will be spent without prior approval by the boards.

- Testing shall be limited to one test per participant unless otherwise approved by the Executive Director.

Each customer must have an assessment completed to ensure that the training program is suitable. Assessment information will be entered into the IWDS system to support the customer’s choice of training and how this training will enhance their marketability. Training is limited to demand occupations as specified in WIOA E-Policy Chapter 7, Section 3, other forms of labor market

information, local job listings (which support that there are opening in the occupational area) or a letter of intent to hire. The customer must attend full-time/part-time as defined by the training institution unless a class is not available. Even if a training program is listed on the Statewide List of Training Providers, each case manager must be sure that the training program leads to a growth occupation in the state. This is a necessary step because a training program might have been approved for an individual who had a letter of intent to hire even though the program does not lead to a growth occupations area.

If a customer is interested in a training provider/program which is not currently on the Statewide List, please have them contact the Planning and Program Manager/Administrative Office to get information about the Provider Approval Process.

- ***The ITA cap does not include items covered under Support Services. Please see Support Services Policy Letter #3 for additional information.***

ITA cap was passed by Workforce Development Board on June, 17, 2021 and Approved by the Job Center Board on July 22, 2021. The ITA Cap was modified on November 16, 2022.

**Service Provider and Appropriate Training Programs:** Customers who qualify for, or are being considered for a WIOA training program should be provided with the LWIA 21 List of Workforce Development Board Approved and Certified Training Programs and be given access to the Statewide Training Program list.

The Workforce Innovation and Opportunity Act emphasizes the empowerment of individuals and encourages customer choice; however, it is the responsibility of the Career Specialist to provide appropriate guidance, aptitude testing, and career exploration activities to ensure an appropriate training program match.

**Authorized Training Activities:** WIOA has authorized the following training activities for Adults and Dislocated Workers, and in some cases, Youth:

- Occupational Skills Training
- On-the-Job Training (No ITA Required)
- Entrepreneurial Training
- Skill(s) Upgrading
- Job Readiness Training
- Adult Education & Literacy
- Activities Work Experience
- In conjunction with Training

Other employment training programs may be added as the WIOA Program evolves and as the Job Center Board and Department of Commerce and Economic Opportunity address workforce needs across Illinois.

**College Prerequisite Courses:** Starting July 1, 2022, College Prerequisite Courses shall not be allowed. Additional consideration could be made on a case-by-case basis with written approval by the Executive Director and the Workforce Development Program Manager.

The Executive Director/Workforce Development Program Manager shall make the following considerations before approval:

- Required General Education Courses
- Participant acceptance into the program
- Number of prerequisites needed by participant which shall not exceed two (2)
- Estimated timeframe for participant to complete program.
- Other funding sources for the Participant

The Executive Director/Workforce Development Program Manager shall report this information to the Workforce Development Board at the next regular scheduled meeting.

**Program Timeframe:** LWIA 21's goal is to assist participants in obtaining an employment goal in the shortest period of time possible and shall be based on a Two (2) year cycle starting at any time during the year. Participants are expected to maintain a full schedule. If a full schedule is not possible, permission may be granted on a case-by-case basis with written approval by the Career Specialist and Program Manager

Enrollment for participants who seek higher education opportunities shall be granted on a case-by-case basis with written approval by the Executive Director/Program Manager. The ITA cap does still apply to this section.

The Executive Director shall report this information to the Workforce Development Board at the next regular scheduled meeting.

**Financial Management:** Below are the necessary steps that must be taken prior to the commitment of any WIOA funds for a customer to enter a Training Program.

**It is the responsibility of the Career Specialist to:**

1. Complete the WIOA Assessment/Basic Career Services/Training Request Form and fax a copy of that completed form to the WCDC/Workforce Development Board Administrative Office Executive Director for review and sign-off.
2. Maintain a "working file" on all customers enrolled. All original documents are to be sent to the WCDC/Workforce Development Board Administrative Office Executive Director.
3. Once a customer has been approved for training, the Career Specialist must make sure the invoices/bills are collected from the respective training provider(s) on a timely basis. The invoices/bills should be submitted to the WCDC/Workforce Development Board Administrative Office (Fiscal Department) along with the Payment Authorization Form and any other support documentation.
4. On a monthly basis, the Career Specialist(s) must monitor all their customers' progress and attendance. This contact/counseling session must be documented in the IWDS System.

**It is the responsibility of the Administrative Office to:**

5. Develop and maintain a customer file and a vendor file for original support documents, including WIOA Assessment/Basic Career Services/Training Request Form, ITA/Authorization for Payment Form, payment records, support services payments, child care information, emergency payments, etc.
6. Prepare and mail payments in a timely manner to the appropriate training providers, vendors, and customers based on the documentation received from the Career Specialists.
7. Provide regular fiscal reports and technical assistance to the Career Specialists regarding the availability of funds, changes in the budget, etc.

The ITA cap shall be revisited in April of every year.

**Important Considerations Prior to Expending WIOA Funds for Training**

1. Are the costs reasonable and necessary and directly related to WIOA's purpose?
2. Are the costs allowable and in compliance with WIOA Rules and Regulations?
3. Are the costs allocable and is WIOA paying only its fair share?
4. Is the training in a "growth occupation"? and work to meet all the requirements of DCEO Demand Occupation Training List (DOTL)
5. Did I gather all the necessary documentation?

Sincerely,



Matthew Jones  
Executive Director

Related Documents: Individual Training Account – LWIA 21 PL 04-01  
ITA CAP Wavier – LWIA 21 PL 04-02  
ITA CAP Acknowledgement – LWIA 21 PL 04-03  
Parent/Guardian Consent – LWIA 21 PL 04-04

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**  
**LOCAL WORKFORCE INNOVATION AREA 21 (LWIA 21)**  
**POLICY LETTER #5**

**WIOA ON-THE-JOB TRAINING PROGRAM**

**TO:** LWIA 21 Staff

**SUBJECT:** WIOA On-the-Job Training Program

**EFFECTIVE DATE:** July 1, 2022

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**Purpose:** To transmit the Workforce Innovation and Opportunity Act (WIOA) Local Workforce Innovation Area 21 (LWIA 21) policies and procedures regarding the On-the-Job Training Program. **This policy may be adjusted to meet the new requirements of WIOA or special projects/grants.**

**Policy (Please refer to DCEO/WIOA Policy 5.2.1)**

The narrative and attachments to LWIA 21 - Policy Letter #5 outline the various policies and procedures that will be utilized to operate/administer the On-the-Job Training Program. The information included as attachments to this Policy Letter are as follows:

**General Information**

The On-the-Job Training Program is a component of the Workforce Innovation and Opportunity Act. The purpose of WIOA - Title I is to provide workforce investment activities that increase the employment, retention, and earnings of our customers, as well as increase their occupational skill attainment. Programs and activities should be designed to improve the quality of the workforce and enhance the productivity and competitiveness of the nation's economy.

The On-the-Job Training Program must promote the purpose of WIOA. This will be accomplished by placing eligible customers with private non-profit, or private sector entities for a specified period of time to acquire workforce training while on the job.

WIOA customers will be advised of the OJT Program during the information exchange with staff during the staff assisted services and intensive services phase of enrollment. Counseling sessions and completion of an Individual Employment Plan or Service Strategy should assist with determining whether OJT is a good fit for the customer. The OJT Program is not recommended for *younger youth*, however, it may be quite useful and beneficial for *older youth*. Targeted customers should be placed with an appropriate employer to acquire necessary work skills that promote the intentions of WIOA as well as lead the customer to self-sufficiency.

### **Guidelines for Implementing the OJT Program**

Worksites for the OJT Program are to be developed with private non-profit or private sector businesses.

1. The OJT Program is intended for occupations that are permanent full-time positions that have the potential of leading towards economic self-sufficiency.
2. Eligible WIOA customers are to be pre-screened, assessed, and tested by WIOA Staff and the customer's Individual Employment Plan or Service Strategy must reflect OJT is an appropriate activity for them.
3. Employers will be reimbursed for training costs based on the occupation and the length of training required. A negotiation process must take place between the employer and Career Specialist to develop a training outline and reimbursement schedule. The training period for the OJT Program cannot exceed 1040 hours and the reimbursement amount shall be on a sliding scale based on the size of the business entering into an OJT Contract. OJT Contracts cannot be written for "minimum wage" employment.

Up to 75% for employers with 50 or fewer employees

Up to 50% for employers with more than 50 employees

4. The OJT Contract and Training Outline will be developed after the employer has conducted interviews and selected an appropriate customer/trainee. The OJT Contract will be unique to each customer, i.e., based on their Individual Employment Plan and/or Service Strategy, skill level, career interests, past work experience, etc. The ultimate goal will be the same for all customers reaching economic self-sufficiency.
5. LWIA 21 must not contract with an employer who has previously exhibited a pattern of failing to provide OJT customers with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.
6. No WIOA funds can be provided to employers for OJT or customized training to directly or indirectly assist, promote, or deter union organizing.
7. Career Specialists must make sure that each OJT Employer understands their responsibilities regarding regular submission of the Time and Attendance Report, monthly evaluations of the OJT Customer Trainees' performance, the need to have adequate worker's compensation insurance, and that the contract can be modified to allow for increases in the trainee's wage. The Career Specialists should review the OJT Employer's Handbook with the Employer and make certain that a copy of the trainee's first payroll check or check stub is maintained in the customer's file.

**Updated State Contracts:** Effective January 31, 2019, LWIA 21 shall replace and use updated OJT and Work Experience Training Outline, OJT Contract, and Work Experience Contracts as provided by DCEO. This policy may be adjusted to meet the new requirements of WIOA or special projects/grants.

Sincerely,



Matthew Jones  
Executive Director

Related Documents: OJT Pre-Award Checklist - LWIA 21 PL 05-00  
DCEO OJT and Work Experience Training Outline  
DCEO On-the-Job Training (OJT) Contract  
DCEO Work Experience (WE) Contract  
OJT Training Contract - LWIA 21 PL 05-01  
OJT Monthly Time and Attendance Report - LWIA 21 PL 05-02  
OJT Training Outline - LWIA 21 PL 05-03  
OJT Performance and Evaluation Report - LWIA 21 PL 05-04  
OJT Employer's Handbook - LWIA 21 PL 05-05  
OJT Employers Training Contract - LWIA 21 05-06  
OJT Training Contract Modification - LWIA 21 PL 05-07  
OJT Monthly Time and Attendance Report - LWIA 21 PL 05-08  
OJT Training Outline - LWIA 21 PL 05-09  
OJT Performance & Evaluation - LWIA 21 PL 05-10  
OJT Wage Increase Chart - LWIA 21 PL 05-11

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**  
**LOCAL WORKFORCE INNOVATION AREA 21 (LWIA 21)**  
**POLICY LETTER #5**

**INCUMBENT WORKER TRAINING (IWT)**

**TO:** LWIA 21 Staff

**SUBJECT:** Local Policy Regarding Incumbent Worker Training (IWT)

**EFFECTIVE DATE:** November 17, 2022

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Incumbent Worker Training (IWT) is developed with an employer (or group of employers) to retain a skilled workforce or avert the need to lay off employees by assisting the workers in obtaining the skills necessary to retain employment while also increasing the competitiveness of the employer/employee and creating a future need to backfill open positions. An *Incumbent Worker* is defined as an individual who has an established employment history with the employer for a minimum of 6 months.

When considering the eligibility of employers, employees & training for IWT projects, the following factors will be taken into consideration:

1. Number of employees participating in training
2. Wage and benefit levels of the employees - including post-training increases
3. Relationship of the training to the competitiveness of the employer and employees in the context of regional, national and/or international market and industry trends
4. Employer(s) may not have any other individual on layoff from the same or equivalent position. Also, the position may not be open due to a hiring freeze and the IWT project should not infringe upon the hours or promotion of a current employee
5. IWT funds may not be used to encourage business relocation and all rules must be followed as outlined in WIOA 683.265
6. Availability of other employer-provided training and advancement opportunities
7. The employer agrees to match, either in cash or in-kind, the following non-federal share (match) requirements:
  - a. 10% of the cost, for employers with not more than 50 employees;
  - b. 25% of the cost, for employers with more than 50 employees but not more than 100 employees; or
  - c. 50% of the cost, for employers with more than 100 employees
8. The employer match may include the amount of the wages paid by the employer(s) to an incumbent worker while the incumbent worker is attending a training program and may include other in-kind contributions.
9. Allowable costs that are reasonable and necessary for the conduct of training and may be reimbursed through the grant or used as a match are as follows:
  - a. Training development

- b. Instructor wages
  - c. Tuition
  - d. Training materials and supplies
  - e. Fees required to complete training
  - f. Travel for trainers and trainees beyond normal commute
  - g. Training facility costs (on-site or off-site)
  - h. Cost for use of firm's equipment during training
  - i. Wages of trainees while in training (matching only)
  - j. Fringe benefits of trainees while in training (matching only)
  - k. Fees for technical or professional certifications and/or licensures
10. All training programs provided as part of an IWT project must be competitively procured according to the local procurement policy and in accordance with 29 CFR Parts 95 and/or 897 OR must be confirmed as a sole source provider.

The Workforce Development Board for Local Workforce Innovation Area 21 (LWIA 21) and the West Central Development Council will fund IWT projects based on a sector based, high growth strategy but reserves the right to consider other projects that would be beneficial to an employer(s) that do not meet the requirements of this policy. In addition, the maximum cost and length of training will be approved on an individual basis and is subject to funding availability.

Project plans will be entered into the Incumbent Worker Training System (IWTS) before trainers are hired and prior to the execution of funding agreements. IWTS will be utilized to track and report activities, progress and all other required reporting elements.

IWT agreements must at a minimum address the following:

- 1. Who is providing the training
- 2. What training will be provided
- 3. Where the training will be provided
- 4. The length of the training to be provided
- 5. The cost of the training program {to include only reasonable/acceptable costs}
- 6. The amount of employer matching support and how it will be provided

Sincerely,



Matthew Jones  
Executive Director

Related Documents:

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**  
**LOCAL WORKFORCE INNOVATION AREA 21 (LWIA 21)**  
**POLICY LETTER #1**

**WORK EXPERIENCE PROGRAM**  
**YOUTH/ADULT/DISLOCATED WORKERS**

**TO:** LWIA 21 Staff

**SUBJECT:** Work Experience Program – Youth/Adult/Dislocated Workers

**EFFECTIVE DATE:** July 1, 2022

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**Purpose:** To issue Local Workforce Innovation Area 21's (LWIA 21) Policy for enrolling a participant in the Paid Work Experience (PWE) program. **This policy may be adjusted to meet the new requirements of Workforce Innovation and Opportunity Act (WIOA) or special projects/grants.**

**General Information:** PWE, under the Workforce Innovation and Opportunity Act, is intended to serve youth, adults, and dislocated workers as part of their career plan. LWIA 21 has been the recipient of several WIOA 1-E Emergency Grants, i.e., flood clean-up, programs for veterans, etc., where work experience has been considered a Training component for Adults and Dislocated Workers. The length of this program will be based on O\*NET/Specific Vocational Preparation (SVP) Level of the job as well as the career plan of the participant. The wage will be based on a comparable wage for that job at the specific employer/worksites. Training period cannot exceed 1000 hours.

**Adults & Dislocated Workers:** Local Workforce Investment Area 21 may choose to operate a Work Experience Program for Adults and Dislocated Workers as part of WIOA Title 1-B under Career Services. LWIA 21 may also operate a PWE as a component of a WIOA special grant, i.e., National Emergency Grant (NEG), veterans' work program, etc.

**Youth Customers:** WIOA enrolled individuals who are at least 16 -24 years of age can participate in the PWE.

**Policy:** LWIA 21 may operate PWE periodically throughout the program year targeting all funding streams that allow work experience. Guidelines and timeframes for program operation may vary and these variances will be based on funding levels, grant conditions, and the needs of the customer. WIOA staff will be involved in the planning process and assist with the development/implementation of the program. This policy letter contains forms and instructions for operation/implementation of LWIA 21's PWE Program.

**Follow-Up:** Staff shall abide by the LWIA 21 Follow-Up Policy. Please see Follow-Up Policy Letter #11 for additional information.

Related Documents:

- Work Experience (WE) Contract – LWIA 21 PL 01-01 to PL 01-01.5
- OJT and Work Experienced Training Outline – LWIA 21 PL 01-02
- Employer Worksite Questionnaire – LWIA 21 PL 01-03
- Job Description Summary and Participant Information – LWIA 21 PL 01-04
- Supervisor Orientation Checklist - LWIA 21 PL 01-05
- Participant Orientation Checklist - LWIA 21 PL 01-06
- Work Experience Agreement Modification - LWIA 21 PL 01-07
- Participant Monitoring- LWIA 21 PL 01-08
- Time and Attendance Record – LWIA 21 PL 01-09
- Performance and Evaluation Report – LWIA 21 PL 01-10
- Emergency Contact Form– LWIA 21 PL 01-11

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**  
**LOCAL WORKFORCE INNOVATION AREA 21 (LWIA 21)**  
**LWIA 21 – POLICY LETTER #10**

**TRAINING PROVIDER ELIGIBILITY/PROGRAM CERTIFICATION**

**TO:** LWIA 21 Staff

**SUBJECT:** Training Provider Eligibility/Program Certification

**EFFECTIVE DATE:** July 1, 2022

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**Purpose:** To transmit Local Workforce Innovation Area #21's (LWIA 21) policy on training provider eligibility and program certification.

**In Accordance With:** Department of Commerce and Economic Opportunity (DCEO) Workforce Innovation and Opportunity Act (WIOA) Policy: Chapter 7, Section 3, Published 2/16/2022

**LWIA 21 Policy:** LWIA 21 will follow the policy outlined in the DCEO WIOA Policy Chapter 7, Section 3

This DCEO/WIOA Policy Letter defines eligibility requirements for Training Providers and the Certification/Recertification requirements for individual programs offered by service providers. Refer to this policy letter for specific details on the training provider application process, information to be entered into the Illinois Workforce Development System (IWDS) system, training program certification, out-of-state certified programs and requirements, certification/re-certification timelines and dates. This policy letter also outlines the appeal process and procedures for a training provider should they be denied eligibility, certification or recertification.

In the event a WIOA customer requests training from a training provider that is not on the approved statewide list of approved training providers or seeks training in a program that is not on the approved statewide list, the WIOA Career Specialist will have to take the following action steps:

1. The WIOA Career Specialist must first determine if the training sought by the customer will lead to placement in a demand occupation as identified on the DCEO Demand Occupation Training List for the Economic Development Region in which they are geographically located or if the training they seek is intended to be a beginning step in a career pathway or bridge program that would lead to placement in a demand occupation.
2. The WIOA Career Specialist must contact the training institution regarding their willingness to participate in the provider eligibility and certification process. The Career Specialist will begin gathering pertinent information from the training provider that will help determine whether the provider/program should be added to the list of approved training programs.
3. The WIOA Career Specialist must collect data from the potential training provider relevant to program duration, estimated cost for training, certificate or degree to be earned, entered employment rates, placement assistance, accreditations, etc. This information must be sent via email to the Workforce Development Board (WDB)/West Central Development Council

(WCDC) Administrative Office for review. The Deputy Director/Grants Manager will transmit this information to the WDB/WIOA Ad Hoc Provider Review Committee via email. The Committee Members will be given five working days to review the information and comment either "yea or nay" on whether to add the training provider or program to the approved list.

4. Once the WDB/WIOA Ad Hoc Provider Review Committee has submitted their comments, the Deputy Director/Grants Manager will notify the appropriate WIOA Career Specialist and they will be responsible for notifying/assisting the institution with the Training Provider Eligibility and Certification process using the method outlined in Policy Chapter 7, Section 3.

Sincerely,



Matthew Jones  
Executive Director

Related Documents: DCEO WIOA-Policy Chapter: 7, Section: 3

<https://apps.illinoisworknet.com/WIOAPolicy/Policy/Home/>

Demand Occupation Request Form – LWIA 21 10-01

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**  
**LOCAL WORKFORCE INNOVATION AREA 21 (LWIA 21)**  
**POLICY LETTER #3**

**SUPPORTIVE SERVICES POLICY**

**TO:** LWIA 21 Staff

**SUBJECT:** Supportive Services – WIOA Title IB, I-E, and Trade (TAA/TGAAA)

**EFFECTIVE DATE:** July 1, 2022

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**Purpose:** To transmit Local Workforce Innovation Area 21's (LWIA 21) policy on providing supportive service payments to Workforce Innovation and Opportunity Act (WIOA) -eligible customers and individuals who have lost their job due to foreign trade. **This policy may be adjusted to meet the new requirements of WIOA or special projects/grants.**

**Policy:** LWIA/WIOA Staff will utilize the procedures outlined in LWIA 21 Policy Letter #3 when determining whether WIOA funds or Trade Funds in the form of supportive services should be provided to a customer. WIOA legislation mandates that the Workforce Development Board, in consultation with our One-Stop Partners, coordinate resources and services. Funds for supportive services are to be expended only when necessary and reasonable. In the event WIOA funding levels for a specific WIOA Program or Title are limited, the LWIB may suspend issuing supportive services or changing the reimbursement amount during these periods.

**Supportive Services** for Adults, Dislocated Workers, Youth and Trade customers will include linkages to community services, assistance with transportation, child care, dependent care, and other payments that are necessary to enable an individual to participate in workforce activities. WIOA intends for supportive service information to be made available to all customers who are in need of assistance. This means that Job Center Staff and our local partners must be aware of, and provide accurate referral information about the availability of supportive services in the local area.

**Supportive Services for WIOA I-B and I-E** (transportation, child care/dependent care and other supportive services) utilizing WIOA funds may only be provided to customers who are:

- enrolled in Career or Training Services (adults & dislocated workers)
- unable to obtain supportive services from another provider or program
- only when necessary to enable the customer to participate in WIOA Title I activities
- an eligible/enrolled youth as defined in WIOA Section 129.

**Supportive Services for Trade Customers** is in the form of mileage reimbursement for attending classroom training. Trade customer mileage reimbursement is based on the distance from the customer's home to the training site. To receive mileage reimbursement, the distance must be ten (10) miles or more – one way – and the customer's commute to training must be farther than the commute to their former employment site. (Staff will be notified if this distance amount changes based on changes made by the State and/or Federal guidelines) The reimbursement amount is based on these

two factors and the mileage is calculated using data acquired from an unbiased source, i.e., Google Maps.

Mileage is paid at the federal rate. Trade customer mileage is paid at a rate set by the US General Services Administration. For Trade, LWIA 21 shall not pay mileage to any participant, who is a passenger in a carpool. Participants making a misleading statement by any means could be subject to mileage repayment in full to LWIA 21 or could result in termination from the program.

The LWIB (Local Workforce Development Innovation Board) has authorized the West Central Development Council to provide support services utilizing the policies they have agreed to for transportation, child care/dependent care, and for other supportive services (uniforms, work-related tools, protective eye wear, car repairs, etc).

**GENERAL INFORMATION:** The LWIB realizes that there may be special circumstances or situations arise when an enrolled customer will require supportive service assistance to enable them to participate in an active job search, workshop, or training program. For these rare situations/circumstances (other than an on-going transportation reimbursement or regular child care/dependent care) of dire necessity, the Career Specialist/Case Manager may request additional supportive services to assist the customer with a special need. Customers should be referred to other local community sources and partner agencies for assistance. In the event no other sources were available, financial assistance utilizing WIOA funds may be considered pending approval from the Administrative Office/Program Operations Department.

The LWIB realizes there they may be situations or circumstances that arise where the customer may need assistance to fill an employment need other than on-going “child care or transportation reimbursement”. This need may be special clothing, uniforms, auto insurance payment, special tools for employment, transportation to a job interview, limited child care assistance while conducting a job search or attending an interview, etc., each individual circumstance and amount of support may be different. Since it would be difficult to outline each scenario, the LWIB has decided that “other supportive services” might be available to the customer, utilizing WIOA funds, when no other sources are available.

The Career Specialist will be responsible for determining whether WIOA funds should be considered for “other supportive services.” The Career Specialist must submit the proper documentation and paperwork to the West Central Development Council administrative office for consideration prior to authorizing WIOA funds for “other supportive service” costs.

1. Prior to being considered for “other supportive services,” the customer must seek other forms of financial assistance. The Career Specialist must first provide the customer with information on other agencies, local community providers, and one-stop partners that could possibly provide assistance.
2. This type of supportive services will be made only to customers who are enrolled in an approved WIOA activity (Career Services Training or Work Based Learning program).
3. In the event WIOA funds are determined the only resource available to assist with the special need, the customer and Career Specialist will be required to provide reasonable information and/or document on why the need existed. (Rent notices, past due utility bill, auto repair estimates, special clothing, uniforms, etc.)

4. When considering “supportive services” sound judgment must be exercised since many situations occur daily that are not and cannot be fully detailed by written regulations. Each request must be evaluated in light of need. It is the responsibility of the agency administrative office to make the final decision whether to grant or deny any “supportive services payment” prior to the commitment of WIOA funds.

The Career Specialist and the customer are required to submit a formal request using the **Other Supportive Services- Request Form** and submit it to the administrative office for review by the Executive Director.

**Transportation** is one of the supportive services that may be available to a customer who is enrolled in a training program, or in some cases to a customer enrolled in Staff Assisted and Career Services. In the event WIOA funds are limited, transportation reimbursement may be reduced or curtailed.

Customers who are involved in Career Services or in a Youth Program may be considered for transportation reimbursement to attend a job interview or participate in a job search workshop. Career Specialists will utilize the policies outlined in the supportive services narrative. Consideration should be made in light of need.

Customers enrolled in an on-going training program, may be eligible to receive transportation reimbursements during the duration of their training. The Career Specialists will adhere to the policies below.

Customers, other than Trade Customers, may be reimbursed for transportation costs between their homes and the training sites. *(In cases where it would be of benefit to the customer or to the programs, the WIOA agency has the authority to provide the “transportation allowance amount” for housing costs “in lieu of” transportation costs).* Every effort has been made to keep the determination of transportation payments as simple as possible while still being equitable. The **Notice of Participation** and the **WIOA Travel Allowance Form** will be the official documents that verify mileage reimbursement.

1. The customer’s mileage reimbursement will be determined by the WIOA Career Specialist. **The Notice of Participation** form will be completed to ascertain necessary information and to solidify the payment amount. This form must be signed by both the customer and WIOA Agency Representative. This form should be sent to the WIOA administrative office and a copy maintained at the local office for future reference.
2. It will be the responsibility of the training site **Instructor** to verify the daily attendance by completing the **WIOA Travel Allowance Form** and signing it on the appropriate spaces. The customer is responsible for making sure their WIOA Travel Allowance Form is completed each day of attendance and is delivered to the appropriate local office for reimbursement at the end of each two-week period.
3. Mileage will be computed based on Google Maps and other approved map programs. Mileage for one round trip will then be figured on a daily rate.
4. Total weekly mileage will be multiplied by **\$0.50/per mile\*** to determine the customer’s transportation allowance. The maximum daily transportation allowance will not exceed

**\$60.00\*** The WIOA Travel Allowance Form will be used for vouchering and should be verified by a WIOA Agency Representative and submitted to the WIOA Fiscal Office on a bi-weekly basis.

5. Customers will only be reimbursed for miles traveled between their homes and the training site.
6. Customers must provide verification of their auto insurance prior to receiving reimbursement for travel.
7. Because of the need to encourage energy conservation, the **\$0.50/per mile\***, **\$60.00/per day** maximum reimbursement will be extended to customers who utilize car pooling.
8. The customer will be required to sign a certification that he/she is not receiving reimbursement for mileage from any other private or public source.
9. A per diem not to exceed **\$60.00/per day\*** may be paid to a customer, upon approval from their Career Specialist, for circumstances that would prevent the individual from commuting long distances on a daily basis.

**Due to the rapid rise in fuel costs, the West Central Development Council Board approved an increase in travel allowance to the highlighted amounts. This increase was approved at the March 17, 2022 board meeting becoming effective 03/28/2022 and was set to expire 06/30/2022. Extensions were granted from 7/1/2022 until 12/31/2023 by the West Central Development Council Board. In May of 2024, the West Central Development Council Board agreed to extend the increase in travel allowance from \$.45 to \$0.50 and maximum of \$60.00 per day until 12/31/2024. This extension takes effect on 07/01/2024 and expires 12/31/2024. On or before the expiration date of 12/31/2024, the West Central Development Council Board will reconsider the travel allowance and approve an updated amount going forward.**

The WCDC Notice of Participation and the WIOA Travel Allowance form will be the two forms of documentation necessary for authorizing supportive services payments to customers for travel reimbursement.

**Child Care and/or Dependent Care** may be available to customers enrolled in Staff Assisted, Career Services or an authorized Youth Program. Career Specialists will be responsible to review the requests for such reimbursement and can authorize payment when no other resources are available. The Career Specialist should refer to the policy outlined under ‘supportive services’. The Child Care/Dependent Care supportive service may be curtailed based on lack of funding. Customers who are enrolled in the “training” phase of WIOA may be eligible for assistance with child care/dependent care in accordance with the policies adopted by the LWIB. As stated in the Act, WIOA funds are to be utilized only if no other resource is available. The Child Care/Dependent Care supportive service may be curtailed based on lack of funding.

It will be the responsibility of the Career Specialist to refer the customer, and to provide accurate information to the customer about the availability of child/dependent care services in the local area. In the event no other resources are available to pay for child/dependent care services and it is determined that funding is available through WIOA, the following policy will be adhered to:

1. In the event the customer was unable to establish child/dependent care assistance with one of the referred agencies, the WIOA Program, pending the availability of funds, will enter into a contract with the provider chosen by the customer.

Rates:            Licensed Provider    - \$25.00/Per Day - Per Child  
                     Un-licensed Provider - \$15.00/Per Day - Per Child  
                     After School                - \$5.00/Per Day - Per Child

2. The “after school” rate is for school age children who are in school during the day and are being cared for on a “part-time” basis.
3. Child/dependent care costs will be paid on a monthly basis by submitting a Child Care/Dependent Care Voucher.
4. Payments will be made directly to the child/dependent care provider who have established agreements and signed contracts on file with the agency.
5. Payments for child/dependent care will be issued in the name of the child/dependent care provider, not the customer/participant.
6. Payments for child/dependent care can only be made for the actual days the customer attends class. The WIOA program will not be responsible to pay the providers for “non-use” days.
7. Customers enrolled in Career Services may request assistance with child care during the period of time they are involved in a job search workshop or on a job interview. These requests are to be made utilizing the “Other Supportive Services Request Form” and the Career Specialist will be responsible for submitting the request to the administrative office for review.
8. The LWIB will review the child/dependent care rates on an ‘as-needed’ basis.

The documentation for establishing child/dependent care supportive service payments include: Letter Agreement for Child/Dependent Care Services, Child/Dependent Care Reimbursement Voucher and verification that the customer/participant sought assistance from the local/area resource and referral agency or another provider agency.

Sincerely,



Matthew Jones  
WCDC Executive Director

Related Documents:    Supportive Services Request Form – LWIA 21 PL 03-01  
                                 Notice Of Participation Travel Reimbursement – LWIA 21 PL 03-02  
                                 Travel Allowance – LWIA 21 PL 03-03  
                                 Letter Agreement for Child/Dependent Care Services – LWIA 21 PL 03-04  
                                 Child & Dependent Care Reimbursement Voucher – LWIA 21 PL 03-05  
                                 Classroom Training Verification – LWIA 21 PL 3-06

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**  
**LOCAL WORKFORCE INNOVATION AREA 21 (LWIA 21)**  
**LWIA 21 – POLICY LETTER #12**

**LOCAL PROGRAM OVERSIGHT AND MONITORING**

**TO:** LWIA 21 Staff

**SUBJECT:** Program Oversight and Monitoring

**EFFECTIVE DATE:** May 23, 2024

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**PRIVACY AND SECURITY**  
**(PERSONALLY IDENTIFIABLE INFORMATION)**

Under the Workforce Innovation and Opportunity Act (WIOA) and Trade Assistance Act (TAA), staff obtains personal and confidential information from individuals as part of eligibility determination and continuation of services. WIOA, TAA, and other federal and state regulations governing information sharing stipulate implementation of confidentiality policies and procedures.

It is the responsibility of all workforce professionals to protect the privacy of all applicants for program services, as well as the privacy of all participants receiving program services. The purpose of this policy is to describe the protections that must be in place to protect all personally identifiable information (PII) on applicants and participants including the requirements for the use, storage, and security of sensitive and confidential information, and the consequences for not adhering to these safeguards.

Personal information will be treated in the strictest confidence and will not be shared without written authorization, except for monitoring, auditing, or other grantor-imposed information-sharing requirements.

This policy applies to all WIOA and TAA service provider staff, contractor staff, grantees, subgrantees, and any other individuals or groups involved in the handling and protecting of personally identifiable information per governing guidelines including federal law, Uniform Administrative Requirements (see 2 CFR 200.303), U. S. Department of Labor (USDOL), Employment and Training Administration regulations (see 20 CFR 683.220 for WIOA and 20 CFR 618.852(b) for TAA), Training and Employment Guidance Letter 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), as well as any relevant state and local requirements (see the Attachments tab for Federal and State Laws on Personally Identifiable and Sensitive Information).

Sincerely,



Matthew Jones  
Executive Director

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**  
**LOCAL WORKFORCE INNOVATION AREA 21 (LWIA 21)**  
**POLICY LETTER #2**

**INCIDENT REPORTING RESPONSIBILITIES**  
**AND GRIEVANCE PROCEDURE**

**TO:** LWIA 21 Staff

**SUBJECT:** Incident Reporting Responsibilities and Grievance Procedure  
Suspected Fraud, Program Abuse, or Criminal Conduct

**EFFECTIVE DATE:** November 17, 2022

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This policy sets forth the procedures to be followed at the local and state levels regarding complaints and grievances that may occur during the administration of any *Workforce Innovation and Opportunity Act (WIOA)* funded and related activities. These procedures will outline the receipt, review, and resolution of the complaints and grievances. The policy also requires each Local Workforce Innovation Board (*LWIB*) to develop and maintain a procedure for complaints and grievances from participants and other interested parties as they pertain to WIOA Title IB services and benefits.

**Types of Issues Covered**

1. There are two (2) types of issues covered by this policy.
  - a. Complaints are those that are non-criminal complaints of violations of *WIOA* and WIOA-related regulations or policies.
  - b. Grievances are those filed against an employer for violations of labor standards.

*Please note, criminal complaints alleging fraud, waste, Misconduct, or other illegal activity under WIOA must be reported immediately to the U.S. Department of Labor's, Office of Inspector General as required by 20 CFR 683.620. These types of complaints or grievances are not covered by this policy.*

**Definitions**

1. The following definitions apply to this policy only.
  - a. "Appellant" means the person or organization that requests a review from the State of Illinois, Office of Employment and Training (OET) of either a decision made by the Local Area Hearing Officer that is not satisfactory, or if the Local Area Hearing Officer fails to timely issue a decision on a Complaint or Grievance as described herein.
  - b. "Complaint" means an allegation of a violation of *WIOA* or WIOA-related regulations or policies by another person, persons, or organization.
  - c. "Complainant" means the person submitting the Complaint.
  - d. "Days" means calendar days, not business days.

- e. “Grievant” means the person submitting a Grievance.
- f. “Grievance” means an allegation against an employer that receives WIOA Title IB funding for a violation of labor standards.
- g. “LWIA” or “Local Area” means Local Workforce Innovation Area.
- h. “LWIB” means Local Workforce Innovation Board.
- i. “Party” means either the Complainant, Grievant, Appellant or the Respondent. Collectively, the Complainant, Grievant, Appellant and Respondent(s) shall be referred to as the “Parties.”
- j. “Respondent” means the person(s) or organization(s) against whom a Complaint or Grievance or an appeal of a Complaint or Grievance decision has been filed.

### **Designated Grievance Officer**

Each *LWIB* shall designate a *Local Area* Complaint/Grievance Officer to be responsible for handling all Complaints and Grievances at the local *Workforce Development System* level (Local Level) submitted by participants and other interested persons affected by, and who allege, violations of the requirements of *WIOA* Title IB, including the *WIOA* regulations and policies.

1. Each *LWIB* should establish, publish, and maintain a procedure for resolving Complaints and Grievances that allege violations of the requirements of *WIOA* Title IB, including the *WIOA* regulations and policies. These procedures must be:
  - a. Readily available to all interested parties, including applicants, participants, employees, one-stop partners, service providers, other interested parties, and members of the public.
  - b. Made available in a timely manner when an individual expresses interest in filing a Complaint or Grievance or upon request by any other individual.
  - c. Easily understood by all affected participants and other individuals, including youth and those who are limited-English speaking individuals. The procedures must comply with the language requirements of 29 CFR 37.35 regarding the provision of services and information in languages other than English.

### **Complaint and Grievance Procedures for Local and State Levels**

At a minimum, the *LWIB* Complaint and Grievance procedures must include the following provisions:

1. Local Level Complaints/Grievances
  - a. Complaints and Grievances must be filed within one hundred eighty (180) days of the alleged violations.
  - b. All individuals filing Complaints and Grievances shall be free from restraint, coercion, retaliation, and discrimination.
  - c. The Complainant and Grievant must file the Complaint or Grievance in writing to the *Local Area* Complaint/Grievance Officer.
  - d. The Complaint or Grievance must include the following information:
    - 1) Name, address, and telephone number of the Complainant/Grievant;
    - 2) Name, address, and telephone number of the person(s) and/or organization(s) that the Complaint/Grievance is against (the Respondent(s));
    - 3) A clear and concise statement of allegation(s) and facts of the case;
    - 4) The date of the alleged occurrence(s);

- 5) The provisions of the *Workforce Innovation and Opportunity Act*, or the *WIOA* regulations, or policies believed to have been violated;
  - 6) The resolution being sought; and
  - 7) The signature of the Complainant/Grievant or his or her legal guardian/representative, if applicable.
- e. Upon receipt of a Complaint or Grievance, the Local Area Complaint/Grievance Officer or designee, shall acknowledge receipt of the Grievance or Complaint, if possible, by certified mail, return receipt requested. This must be done within ten (10) days of receipt of the Complaint or Grievance. If sending an acknowledgement via certified mail is not reasonable or possible, it may be sent by email or regular U.S. Mail. This acknowledgement shall be sent to the Complainant/Grievant and the Respondent(s) and shall:
- 1) Attach a copy of the Complaint/Grievance filed;
  - 2) Outline the steps to be taken to resolve the matter;
  - 3) Advise the Parties to attempt to reach an informal resolution;
  - 4) Notify all Parties of the right to request a hearing if an informal resolution cannot be met; and
  - 5) Provide a summary of the issues to be decided.
- f. If a Complainant or Grievant seeks to amend or withdraw a Complaint/Grievance, the Complainant or Grievant must make a request to the Local Area Complaint/Grievance Officer in writing.
- g. Complaints or Grievances may be resolved through an informal resolution or a hearing process.
- h. An opportunity for an informal resolution and a hearing shall be completed within sixty (60) days of the filing of the Complaint or Grievance.
- i. If a Party is dissatisfied with the local area hearing decision or no decision is made within sixty (60) days of filing a Complaint or Grievance, a Party may file an *Appeal* to the state.
- j. If a Grievant alleges a violation of labor standards, that individual may submit the Grievance to a binding arbitration procedure, if there is a collective bargaining agreement that covers the parties to the Grievance, which so provides.
- k. All local Complaint/Grievance(s) must be sent by certified mail, return receipt requested, to the following address:

West Central Development Council  
Attention: Equal Opportunity Officer  
116 South Plum Street  
Carlinville, IL 62626

## 2. Local Level Informal Resolution and Hearing Process

### a. Informal Resolution

- 1) When a Complaint or Grievance has been resolved through an informal resolution process, the Complainant or Grievant and the Respondent(s) shall enter into a formal written resolution agreement.

- a) If the Complainant and Respondent choose to resolve the Complaint or Grievance through an informal resolution, they must make good faith efforts to do so prior to the scheduled hearing date and within sixty (60) days of the filing of the Complaint or Grievance.
  - i) Parties are encouraged to resolve matters informally; however, failure to informally resolve a matter does not warrant dismissal of the Complaint or Grievance, nor should it be taken into consideration as part of the facts to be judged during the resolution process.
- b. Hearing
  - 1) Requests for a hearing shall be made by the Complainant or Grievant to the Local Area Complaint/Grievance Officer as soon as possible after the Complaint or Grievance is filed, but in no event later than thirty (30) days after the filing of a Complaint or Grievance.
    - a) The Local Area Complaint/Grievance Officer shall appoint a Local Area Hearing Officer to conduct the hearings on Complaints or Grievances.
    - b) The Local Area Hearing Officer shall be an individual who has qualifications necessary to conduct the proceedings and shall be impartial.
    - c) Any Party may make a request for a change in the Local Area Hearing Officer within five (5) days of receiving notification of the hearing schedule and the designation of the Local Area Hearing Officer.
    - d) Only one (1) request for designation of an alternate Local Area Hearing Officer may be made by any Party for each Complaint or Grievance filed.
  - 2) Written hearing notices shall be sent by the Local Area Hearing Officer to the Complainant or Grievant and Respondent(s), at least fifteen (15) days prior to the scheduled hearing date to allow for proper preparation of the case. The notice will include the date, time and place of the hearing.
    - a. The Local Area Hearing Officer shall conduct the hearing in an informal manner. Technical rules of evidence do not apply.
      - i) If circumstances allow, the Local Area Hearing Officer may conduct the hearing via telephonic or electronic means.
      - ii) The Parties shall be allowed the opportunity to present evidence, cross-examine witnesses, and be represented by legal counsel.
      - iii) The Party requesting the hearing shall have the burden of establishing the facts and the entitlement to relief requested.
      - iv) The Respondent(s) shall cooperate by making available any information and releasing any documentation requested by the Complainant or Grievant after the Local Area Hearing Officer deems it appropriate and relevant to the Complaint or Grievance.
      - v) The Respondent(s) shall also make available any person under their control or employ to testify, if these persons are requested to testify by the Complainant or Grievant and the Local Area Hearing Officer deems the testimony to be elicited from such persons appropriate and relevant to the Complaint or Grievance.

- vi) Hearings will only cover those issues listed in the written Complaint or Grievance. If a Complainant or Grievant files more than one (1) Complaint or Grievance against the same Respondent(s) at or near the same time, the Local Area Hearing Officer may combine the issues from the Complaints or Grievances into a single hearing for purposes of administrative efficiency and after providing notice to the Parties.
  - b) Complete records shall be kept of the hearing via audio recording, a court reporter, or by other means of recording as needed.
  - c) The Local Area Hearing Officer or designee will make a written decision and it shall be sent to the Parties, if possible, by certified mail, with return receipt requested within sixty (60) days of the filing of the Complaint or Grievance. If sending a decision via certified mail is not reasonable or possible, the decision may be sent by email or regular U.S. Mail.
  - d) The Local Area Hearing Officer's decision shall contain the following:
    - i) The names of the Parties involved;
    - ii) A statement of the allegations;
    - iii) A statement of the facts presented during the hearing;
    - iv) The issue(s) being decided;
    - v) The decision and the reasons for the decision;
    - vi) A statement of corrective actions or remedies, if appropriate;
    - vii) A statement assuring that all steps included in these Complaint and Grievance Procedures have been adhered to; and
    - viii) Notice that either Party has the right to appeal to the State the decision by the Local Area Hearing Officer within ten (10) days of receipt of the decision.
  - e) A copy of all decisions will be concurrently sent to the *Office of Employment and Training (OET)* staff listed on the Contacts tab.
- 3) Remedies that may be imposed for violations of any requirement of WIOA Title I, its regulations and policies shall be limited to:
- a) Suspension or termination of payments under WIOA Title I;
  - b) Prohibition of placement of a *Participant* with an employer that has violated any requirement under WIOA Title I;
  - c) Where applicable, reinstatement of an employee, payment of lost wages and benefits, and reestablishment of relevant terms, conditions, and privileges of employment; and
  - d) Where appropriate, other equitable relief.

### **Responsible for Receiving and Administering Complaints and Grievances**

The *OET* staff listed on the Contacts tab shall be responsible for receiving and administering: (a) all Complaints and Grievances filed by participants and other interested persons affected by the statewide *WIOA* Title IB programs, and who allege violations of WIOA Title IB, or the WIOA Title IB regulations or policies at the State Workforce Development System level (State Level) and (b) appeals of local level Complaints/Grievances.

1. Through this policy, the State establishes, publishes, and maintains the procedures for resolving Complaints and Grievances that allege violations of WIOA Title IB, or the WIOA Title IB regulations or policies at the State workforce development system level. These procedures are:
  - a) Readily available to all interested parties, including applicants, participants, employees, one-stop partners, service providers, and members of the public.
  - b) Made available in a timely manner when an individual expresses interest in filing a Complaint or Grievance or upon request by any other individual.
  - c) Drafted to be easily understood by all affected participants and other individuals, including youth and those who are limited-English speaking individuals.
1. State Level Complaints and Grievances
  - a) Initial Complaints and Grievances filed with the state must relate to issues at the statewide *Workforce Development System* level. If an individual files a Complaint or Grievance at the state level that is more appropriately handled at the local level, *OET* will forward the Complaint/Grievance to the appropriate *Local Area* Complaint/Grievance Officer, who will then administer the Complaint/Grievance.
  - b) Complaints and Grievances must be filed within one hundred eighty (180) days of the alleged violations.
  - c) All individuals filing Complaints or Grievances shall be free from restraint, coercion, retaliation, and discrimination.
  - d) The Complainant or Grievant must file the Complaint or Grievance in writing to the OET staff listed on the Contacts tab.
  - e) The Complaint or Grievance must include the following information:
    - 1) Name, address, email address and telephone number of the Complainant/Grievant;
    - 2) Name, address, email address and telephone number of the person(s) and/or organization(s) that the Complaint/Grievance is against (the Respondent(s));
    - 3) A clear and concise statement of allegation(s) and facts of the case;
    - 4) The date(s) of the alleged occurrence(s);
    - 5) The provisions of the *Workforce Innovation and Opportunity Act*, or the *WIOA* regulations, or policies believed to have been violated;
    - 6) The resolution being sought; and
    - 7) The signature of the Complainant/Grievant or his or her legal guardian/representative, if applicable.
  - f) Upon receipt of a Complaint or Grievance, the OET staff listed on the Contacts tab or his or her designee, shall acknowledge receipt of the Complaint or Grievance, if possible, by certified mail, return receipt requested. If sending an acknowledgement via certified mail is not reasonable or possible, the acknowledgement may be sent by email or regular U.S. Mail. This must be done within ten (10) days of receipt of the Complaint or Grievance. The acknowledgement shall be sent to the Complainant/Grievant and the Respondent(s) and shall:
    - 1) Notify the Complainant/Grievant if the allegation(s) are more appropriate for handling at the local level and that OET staff will forward the Complaint/Grievance to the appropriate Local Area Complaint/Grievance Officer;
    - 2) Outline the steps to be taken to resolve the matter;
    - 3) Advise the Parties to attempt to reach an informal resolution;

- 4) Notify all Parties of the right to request a hearing within thirty (30) days of the date the Grievance/Complaint was filed if an informal resolution cannot be met; and
  - 5) Provide a summary of the issues to be decided.
  - g) If a Complainant or Grievant seeks to amend or withdraw a Complaint/Grievance, the Complainant or Grievant must make a request to the designated OET staff in writing.
  - h) An opportunity for an informal resolution and a hearing shall be completed within sixty (60) days of the filing of the Complaint or Grievance.
  - i) If a Party is dissatisfied with the State hearing decision or no decision is made within sixty (60) days, the Party may file an *Appeal* to the U.S. Secretary of Labor.
  - j) If a Grievant alleges a violation of labor standards, that individual may submit the Grievance to a binding arbitration procedure, if there is a collective bargaining agreement that covers the parties to the Grievance, which so provides.
  - k) Complaints or Grievances may be resolved through an Informal Resolution or Hearing Process which is outlined in the State Level Informal Resolution and Hearing Process section of this policy.
2. State Level Appeals of Local Level Complaints/Grievances
- a) If a Party does not receive a satisfactory decision at the local level, or the local level decision is not made within sixty (60) days of the filing of the Complaint/Grievance at the local level, a Party may appeal to the state.
    - 1) The request for State review must be made within ten (10) days of notification of the local level decision, or ten (10) days from the date a decision was due (i.e., sixty (60) days from filing the Complaint/Grievance) but not issued, and shall be made in writing to the OET staff listed on the Contacts tab.
    - 2) Appeal requests of local level decisions to the state level shall include:
      - a) Name, address, email address, and telephone number of the Appellant;
      - b) Name, address, email address, and telephone number of the Respondent(s);
      - c) A clear and concise statement of allegation(s) and facts of the case;
      - d) The date(s) of the alleged occurrence(s);
      - e) The provisions of the Workforce Innovation and Opportunity Act, or the WIOA regulations, or policies believed to have been violated;
      - f) The resolution being sought;
      - g) Specific information supporting the grounds upon which the appeal is sought, a copy of the original written Complaint/Grievance, a transcript of the local level hearing proceedings (if available), all exhibits/evidence introduced by the Parties at the local level hearing and a copy of the Local Area Hearing Officer's written decision, if applicable; and
      - h) The signature of the Appellant or his or her legal guardian/representative, if applicable.
  - b) State Level Review of Appeal
    1. The State may take any of the following actions regarding an appeal request:
      - a) **Reject the Appeal:** An appeal request may be rejected, and a final determination issued, for any of the following reasons:
        - i) The Appellant failed to comply with the applicable procedures prescribed in this policy (e.g., the ten (10)-day filing requirement);

- ii) The time for appeal is not yet ripe (i.e., the local level process has not been completed);
    - iii) The request for appeal does not state an appealable issue; or
    - iv) There is no relief that can be granted.
  - b) **Resolution:** The Parties may decide to resolve the appeal informally. See State Level Informal Resolution and Hearing Process section below for procedures.
  - c) **Decision on the Papers:** The Parties may waive the right to a hearing and seek a decision from the State based on the papers submitted related to the Appeal.
  - d) **Hearing:** An opportunity for a hearing must be provided to the Parties for an appeal of a local level decision unless the appeal is rejected by the State, the Parties agree to waive a hearing, the Parties decide to resolve the matter informally or the Appellant withdraws the appeal. See State Level Informal Resolution and Hearing Process section below for procedures.
  - e) **Remand the Matter to the Local Level:** If the appeal to the State is based on the local level not issuing a decision within sixty (60) days of filing a Complaint or Grievance, and proceedings have occurred at the local level or the matter is more appropriately handled at the local level due to the nature of the issues, the state may remand the appeal to the local level with instructions to complete the proceedings as expeditiously as possible.
2. After the OET staff listed on the Contacts tab or their designee receives a request for an appeal the OET staff will:
- a) Send a notification to the Appellant and Respondent(s), if possible, by certified mail, return receipt requested, within ten (10) days after receiving the request for appeal. If sending a notification via certified mail is not reasonable or possible, the notification may be sent by email or regular U.S. Mail. The notification shall include the following information:
    - i) The date of the request for appeal, name of the Appellant, and name of the party or parties designated as Respondents;
    - ii) Advise the Parties that they may resolve the appeal by requesting a hearing (within thirty (30) days of the appeal filing date), seeking an informal resolution, or instead, waiving the opportunity for a hearing and requesting a decision based on the papers related to the Appeal that will be submitted to the state;
    - iii) Advise the Parties to attempt to resolve the matter informally;
    - iv) A statement of the allegations that accurately reflect the original content of the request for appeal submitted by the Appellant;
    - v) Advise the Respondent(s) that he or she will have ten (10) days to file an optional written response to the appeal request;
    - vi) Notify the Parties that a hearing must be requested no later than thirty (30) days after the date the request for appeal was filed; and
    - vii) The name, address, and telephone number of the contact person issuing the notice.

- b) If an informal resolution is requested, follow the informal resolution procedures set forth herein.
    - c) If a hearing or informal resolution are not requested, conduct a State review to determine whether: (1) the local level hearing was conducted in accordance with the local level hearing procedures and (2) the actions complained of violated any WIOA statute, regulations or policies. OET staff will make a final written determination within sixty (60) days of receipt of the appeal.
  - 3. An opportunity for an informal resolution and a hearing shall be completed within sixty (60) days of the filing of the appeal request.
  - 4. If the Party appealing the local level matter seeks to amend or withdraw his or her appeal, that Party must make a request to the designated OET staff in writing.
- 3. State Level Informal Resolution and Hearing Process (for initial State Level Complaints/ Grievances and Appeals)
  - a) Informal Resolution
    - 1) An opportunity for an informal resolution shall be completed as expeditiously as possible so that a hearing and decision issued, if necessary, may be completed within sixty (60) days of the filing of the Complaint, Grievance or appeal request.
    - 2) When a Complaint, Grievance, or appeal has been resolved through an informal resolution process, the Complainant/Grievant or Appellant and the Respondent(s) shall enter into a formal written resolution agreement.
      - a) If the Parties choose to resolve the Complaint, Grievance, or appeal through an informal resolution, they must make good faith efforts to do so prior to the scheduled hearing date and within sixty (60) days of the filing of the Complaint, Grievance or appeal.
        - i) Parties are encouraged to resolve matters informally; however, failure to informally resolve a matter does not warrant dismissal of the Complaint, Grievance, or appeal, nor should it be taken into consideration as part of the facts to be judged during the resolution process.

#### 1. Hearing Process

- 1. Requests for a hearing shall be made by the Complainant, Grievant or Appellant to the OET staff listed on the Contacts tab as soon as possible after the Complaint, Grievance or appeal request is filed, but in no event later than thirty (30) days after filing a Complaint, Grievance or appeal request.
  - a) The OET staff listed on the Contacts tab shall notify the Legal Office of the Department of Commerce and Economic Opportunity (DCEO) to assign a state Hearing Officer (State Hearing Officer) to conduct the hearing on a Complaint, Grievance, or appeal.
  - b) The State Hearing Officer shall be an individual who has qualifications necessary to conduct the proceedings and shall be impartial.
  - c) Any Party may make a request for a change in State Hearing Officer within five (5) days of received notification of the hearing schedule and the designation of the State Hearing Officer.
  - d) Only one request for designation of an alternate state Hearing Officer may be made by any Party for each Complaint, Grievance, or Appeal.

2. Written hearing notices shall be sent from the State Hearing Officer to the Parties at least fifteen (15) days prior to the scheduled hearing date to allow for proper preparation of the case. The notice will include the date, time, and place of the hearing.
3. Complete records shall be kept of the hearing via audio recording, a court reporter, or by other means of recording as needed.
4. **Hearing Procedures Specific to Complaints/Grievances Initially Filed at the State Level:**
  - a) If circumstances allow, the State Hearing Officer may conduct the hearing via telephonic or electronic means.
  - b) The State Hearing Officer shall conduct the hearing in an informal manner. Technical rules of evidence do not apply.
    - i) All Parties shall be allowed the opportunity to present evidence, cross-examine witnesses, and be represented by legal counsel.
    - ii) The Party requesting the hearing shall have the burden of establishing the facts and the entitlement to relief requested.
    - iii) The Respondent(s) shall cooperate by making available any information and to release any documentation requested in advance of a hearing by the Complainant/Grievant after the State Hearing Officer deems it appropriate and relevant to the Complaint or Grievance.
    - iv) The Respondent(s) shall also make available any person under their control or employ to testify, if these persons are requested to testify by the Complainant or Grievant in advance of a hearing and the State Hearing Officer deems the testimony to be elicited from such persons appropriate and relevant to the Complaint or Grievance.
    - v) Hearings will only cover those issues listed in the written Complaint or Grievance. If a Complainant or Grievant files more than one (1) Complaint or Grievance against the same Respondent(s) at or near the same time, the State Hearing Officer may combine the issues from the Complaints or Grievances into a single hearing for purposes of administrative efficiency and after providing notice to the Parties.
5. **Hearing Procedures Specific to Appeals:**
  - a) If circumstances allow, the State Hearing Officer may conduct the hearing via telephonic or electronic means.
  - b) The State Hearing Officer shall conduct the hearing in an informal manner.
  - c) All Parties shall be allowed the opportunity to present oral arguments on the facts and issues presented at the local level and may choose to be represented by legal counsel.
  - d) The Parties shall not be permitted to submit new evidence or new documents on appeal from local level matters, and the State Hearing Officer's review and decision shall be based solely on the written record from the local level, the appeal request, any response filed by the Respondent(s) and the oral arguments made by the Parties.

- e) The Appellant shall have the burden of establishing the entitlement to the relief requested.
- f) Hearings will only cover those issues appealed from the local level and specified in the Appellant’s appeal request.
- c) Decisions Issued After a Hearing by the State Hearing Officer or After State Review of an Appeal
  - 1) The State Hearing Officer (for hearings) or the OET State Staff (if a hearing is waived on appeal), as applicable, will make a written decision and it shall be sent, if possible, by certified mail, with return receipt requested, within sixty (60) days of the filing of the Complaint, Grievance, or appeal request. If sending a decision via certified mail is not reasonable or possible, the decision may be sent by email or regular U.S. Mail.
  - 2) The State Hearing Officer (for hearings) or the OET State Staff (if a hearing is waived on appeal), as applicable, will determine whether: (1) the local level hearing was conducted in accordance with the local level hearing procedures, if applicable, and (2) the actions complained of violated any WIOA statute, regulations or policies.
  - 3) The State Hearing Officer or OET State Staff’s decision, as applicable, shall contain the following:
    - a) The names of the Parties involved;
    - b) A statement of the alleged violations;
    - c) A statement of the facts presented during the hearing or in the appeal request and response if the hearing was waived;
    - d) The issue(s) being decided;
    - e) The decision and the reasons for the decision;
    - f) A statement of corrective actions or remedies, if appropriate;
    - g) A statement assuring that all steps included in the state level procedures have been adhered to; and
    - h) Notice that any Party has the right to appeal the decision by the State Hearing Officer or OET State Staff to the U.S. Secretary of Labor.
  - 4) A copy of all decisions by the State Hearing Officer will be concurrently sent to the OET staff listed on the Contacts tab.
  - 5) Remedies that may be imposed for violations of any requirement of WIOA, its regulations and policies shall be limited to:
    - a) Suspension or termination of payments under WIOA Title I;
    - b) Prohibition of *Placement* of a *Participant* with an employer that has violated any requirement under WIOA Title I;
    - c) Where applicable, reinstatement of an employee, payment of lost wages and benefits, and reestablishment of relevant terms, conditions, and privileges of employment; and
    - d) Where appropriate, other equitable relief.
    - e)

### **Complainant/Grievant Appeal**

1. Under 20 CFR 683.610(a), if the state has not issued a decision within the required sixty (60)-day time limit, the Complainant/Grievant or Appellant can file an *Appeal* to the U.S. Secretary of Labor

(the Secretary). An appeal to the Secretary under this circumstance must be made within one hundred twenty (120) days of the filing of the Complaint or Grievance with the state or the filing of the appeal with the state of a local level Complaint or Grievance. An appeal can also be made if the state renders an adverse decision against a Party. That Party must file an appeal to the Secretary within sixty (60) days of receipt of the adverse decision.

- a) All appeals must be sent by certified mail, return receipt requested, to the following address:

Secretary of Labor  
U.S. *Department of Labor*  
200 Constitution Avenue, NW  
Washington, DC 20210  
Attention: ASET

- b) Copies of the appeal must be simultaneously provided to the opposing party, the *OET* State Staff and to the *Employment and Training Administration* Regional Administrator as follows:

Illinois Department of Commerce and Economic Opportunity  
*Office of Employment and Training*  
500 East Monroe Street, 9<sup>th</sup> Floor  
Springfield, IL 62701

Regional Administrator – *Region 5*  
U.S. Department of Labor/*ETA*  
230 South Dearborn Street, 6th floor  
Chicago, IL 60604

Sincerely,



Matthew Jones  
Executive Director

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**  
**LOCAL WORKFORCE INNOVATION AREA 21 (LWIA 21)**  
**POLICY LETTER #2**

**INCIDENT REPORTING RESPONSIBILITIES**

**TO:** LWIA 21 Staff

**SUBJECT:** Incident Reporting Responsibilities  
Suspected Fraud, Program Abuse, or Criminal Conduct

**EFFECTIVE DATE:** July 1, 2022

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**Purpose:** To issue Local Workforce Innovation Area 21's (LWIA 21) policy on incident reporting responsibilities of known or suspected fraud, program abuse, or criminal conduct in Workforce Innovation and Opportunity Act (WIOA) funded programs.

**Policy:** Allegations regarding fraud, program abuse or criminal Misconduct in WIOA programs shall immediately be reported to the Department of Commerce and Economic Opportunity (DCEO), Office of Employment and Training (OET), the U.S. Department of Labor (USDOL), Employment and Training Administration (ETA) Region V Office, and the USDOL Office of Inspector General (OIG). The process in the Incident Reporting - Notifications section of this policy outlines how reporting should occur.

**Action Required:** All LWIA 21 staff, LWIA 21 sub-grantees, and LWIA 21 contractors must be informed of the incident reporting policy and procedure. It is the responsibility of the WDC/Job Center Staff person who develops a contract or negotiates an agreement with an outside entity to make sure the entity is provided a copy of DCEO WIOA Policy Chapter 8, Section: 3.7.2.2. LWIA 21 staff must be aware of the reporting procedures and be able to identify the kinds of events that generate incident reports. LWIA 21 staff, contractors, and sub grantees will adhere to the steps outlined in the attached policy letter to ensure they fulfill their responsibility in reporting the suspect of criminal fraud, waste, abuse, or other criminal activity immediately upon discovery of the occurrence.

Sincerely,



Matthew Jones  
Executive Director

Related Documents: <https://apps.illinoisworknet.com/WIOAPolicy/Policy/Home/>

DCEO WIOA Policy Chapter 8, Section: 3.7.2.2

Incident Report Form - LWIA 21 PL 02-01

Incident Report Instructions – LWIA 21 PL 02-02

## **Section Ten: Procurement Policies and Procedures (Major Purchases - \$5000.00 and Over)**

The procedures and directions discussed in this document are to be considered as a guideline when determining the appropriate method of procurement. Various procurement methods are outlined along with the necessary steps that must be followed in order to be in compliance with all Federal and State laws, rules, and regulations. The purchasing and procurement procedures outlined in this manual have been developed to assist in procuring goods and services in compliance with current legislative rules and regulations relating to the Workforce Innovation and Opportunity Act, DOL rules and regulations as they relate to the agency and any subcontractor, and State of Illinois Administrative Code.

Depending on the type of purchase or situation, the appropriate compliance rules and regulations will be applied; i.e., small procurement procedures, sealed bids, or competitive proposals, and non-competitive proposals.

Procedures are in place to prevent non-duplication and unnecessary purchases of items or services and to ensure that conflict of interest has been avoided.

All non-expendable property with a per unit purchase price of \$5,000 or more using WIOA funds will not be purchased until written approval from the Illinois Department of Commerce and Economic Opportunity has been received.

All WCDC purchasing policies, standards and procedures strive to be in compliance with OMB Title 2 CFR 200.110 and 200.317 -0200.326. Purchases will also adhere to requirements of applicable grants, contracts and other agreements.

Sole source awards for On-the-Job Training participants may be made, provided that an employer-employee relationship exists and that the employer will provide training to enable the participant to perform as a regular employee of the employer's (or another employer's) establishment. Records of such awards are maintained.

A file will be maintained of potential providers who have expressed an interest, in writing, of being considered for awards. All potential providers, who have expressed an interest in receiving an award, will be sent a Request for Proposal in the event such services are being considered.

The West Central Development Council will ensure that all procurement activities promote open and free competition among potential vendors for services. Awards for contracts are made to vendors who can provide the services that are most advantages to the WCDC and their programs, taking into consideration price, services, and other specific factors.

Additionally, the activities that occur during procurement procedures shall ensure open and competitive procurement of WIOA sub-recipient agreements as stated in Section 107 of the Act.

Finally, it must be understood that any and all services procured are the best available to meet the needs of our constituents, customers, and citizens served by the WCDC.

Using the above mentioned points as a general guide, the following principles have been developed to further insure that equitable procurement policies shall be followed:

1. All procurement transactions will be conducted in a manner that provides maximum open and free competition. Procurement procedures will not restrict or eliminate competition or result in the restraint of trade.

Examples of what shall be considered restrictive or competition include, but are not limited to:

- placing unreasonable or different requirements on various firms in order to qualify for the same procurement
  - non-competitive practices between firms
  - organizational conflicts of interest
  - unnecessary experience and bonding requirements (i.e., request for qualifications, or experience that are not related to the services procured)
  - failing to allow providers who can provide an equal product to effectively compete with providers who can provide the brand name products
2. Solicitation of offers will incorporate a clear and accurate description of the technical requirements for the services or equipment to be procured. Such description will not, in competitive procurements, contain features that restrict competition. The description will include a statement of the qualitative nature of the services to be procured and set forth those standards to which the service shall conform in order to meet the program purpose.
  3. Solicitations of offers will clearly outline requirements that service providers must fulfill and all other factors to be used in evaluating proposals.
  4. Awards will be made only to service providers that demonstrate the ability to meet the objectives of the proposed procurement. Examples of how the ability to meet the procurement objectives can be demonstrated include, but are not limited to:
    - financial resources, technical qualifications, experience, organization, and facilities adequate to carry out the project
    - resources to meet the completion schedule contained in the contract
    - a satisfactory performance record for completion of contracts
    - cost analysis of proposed budget
    - accounting and auditing procedures adequate to control property, funds and assets
  5. When possible, attempts will be made to procure with minority firms by placing all qualified small and minority businesses and women's business enterprises on

the potential vendors/bidders list. Contractors will also be encouraged to take these affirmative action steps.

6. The WCDC may, at its discretion, issue general solicitation for request for proposals from groups or organizations for consideration. In selecting providers for services in excess of \$25,000, all contractual proposals are reviewed by the appropriate committee or ad hoc committee of the West Central Development Council or the WIB (Job Center Board). Recommendations are made by the appropriate committee based upon such criteria as non-duplication of services, cost effectiveness, potential job creation in service area, and record of past performance. A detailed report or outline of the recommended proposal is presented to the WCDC Board for their vote of approval or disapproval. Contracts for less than \$25,000 are reviewed by the WCDC Management Staff, using the above criteria and a general report prepared for the WCDC Board.
7. Code of Conduct: Any officer, employee or agent of the WCDC who is either (a) engaged in negotiations with a potential contractor, (b) has arrangements concerning prospective employment with a potential contractor or (c) has a financial interest in a potential contractor may not participate in the review, award, or administration of a contract for a potential contractor. Such relationships constitute a conflict of interest. This prohibition also extends to: (a) an immediate family member of an officer, employer or agent of the grantee/sub-grantee, (b) a partner or organization who employs any officer, employee or agent of the grantee/sub-grantee.

Additionally, no WCDC Board Member or Job Center Board Member shall participate in the selection of awarding a contract if a conflict of interest is involved. This provision does not prohibit a community-based organization, educational agency, employer or other service provider represented by a board member from receiving a sub-grant for the provision of training and/or services to participants. However, when such a conflict of interest arises, the member(s) must abstain from voting on the award and disclose all financial/non-financial information of the sub-grant.

No employee, officer or agent of the WCDC shall participate in the selection, award or administration of a contract if a conflict of interest exists.

No contract will be made with a WCDC or JCB Member or entity with which he/she is affiliated which results in direct personal gain to that member.

West Central Development Council employees, officers or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from service providers, potential service providers or parties to grants.

7. Methods of Procurement: The appropriate method used to procure goods or services is dependent upon known amount or the anticipated amount of the procurement. Procurement of goods/services for less than \$25,000 is handled

differently than procurement of goods/services of \$25,000 or more. This section describes the solicitation procedures to follow for all procurement situations.

There are four (4) methods under which goods and services may be procured.

#### A. Small Procurement Procedures

Small procurement procedures are simple and informal methods used to procure goods and services that do not exceed \$25,000 in aggregate with a single vendor during a fiscal year. Price or rate quotations must be obtained from an adequate number of qualified sources. The WCDC strives to acquire at least three quotations.

Suggested documentation for this type of procurement includes: 1) description of the item(s) being purchased, 2) price or rate quotations documented on file for each vendor or qualified source, 3) the date on which the price or rate quote was provided by each vendor or qualified source, 4) the name of the selected vendor or provider, 5) the amount of the procurement and expected delivery date of goods and/or services.

This procurement method is appropriate for one-time purchases under \$25,000. In the event the same goods and/or services need to be made in the future, consideration should be given to utilizing a different form of procurement to ensure the best value and competitive pricing. It is recommended that a minimum of three bids should be obtained; and if possible, bids/quotes should be obtained in writing and maintained in the bidder's file.

#### B. Sealed Bids

Sealed bids are used when the goods and/or services can be procured on the basis of price. Bids are publicly solicited and a firm-fixed-price contract is awarded to the bidder who can provide the goods or services in accordance with the specifications in the invitation for bids at the lowest price.

Regulatory requirements for procurement when soliciting sealed bids are listed below:

- publicly advertise an invitation for bids which identifies the goods and/or services being procured
- solicit bids from an adequate number of sources
- document an attempt to identify and obtain three bids
- allow a minimum of ten working days for bids to be submitted before the day scheduled for opening bids
- publicly open all bids submitted within the timeframe and to the location, identified in the invitation for bids

- Bids for One-Stop-Operator must be sent directly to the Job Center Board Chairman. A Committee must be formed to open, score the proposals and make a final decision to present to the JCB. Performance of the selected OSO will be reviewed annually. An RFP will be conducted every 4 years to select an OSO following the competitive process.
- award a firm-fixed-price contract to the lowest responsive and responsible bidder
- document why any bids were rejected

Sealed bids may be used when the following conditions are met: 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.

Procurement by using sealed bids is most appropriate when there is relatively no difference between the goods and/or services offered by one vendor from that offered by another. Procurement by sealed bids is not appropriate when the procurement decision will be based on more than price; i.e., quality of the goods and/or services, the experience of the vendor, etc.

The following items should be maintained as documentation when using the sealed bid procurement procedure:

- evidence of public advertisement requesting invitation for bids
- a description of steps taken to attempt to obtain three bids
- documentation supporting that bids were publicly opened at the time and place stated in the bid advertisement
- the name of each bidder and the amount of the bid
- documentation supporting the selection of the winning bid and rejection of any and all other bids

### C. Competitive Proposals

Competitive proposals are solicited through requests for proposals (RFP) and are used when it is not appropriate to use sealed bids. This occurs when other factors in addition to price influence the award decision. After a technical evaluation of all proposals submitted, a fixed-price or cost-reimbursement contract is awarded to the provider who submits the proposal most advantageous to the agency/program. Procurement by competitive proposals are also appropriate when it is anticipated that an item or service is expected to cost less than \$25,000 and will need to be procured again from the same vendor during the same fiscal year and the aggregate amount of the procurement(s) are expected to exceed \$25,000.

Regulatory requirements that need to be adhered to when acquiring competitive proposals include the following:

- publicly advertise a “request for proposal” which identifies the goods and/or services being procured under the proposal evaluation factors
- solicit proposals from an adequate number of qualified sources
- conduct technical evaluations of all proposals received using a standard method
- award a contract to the firm submitting the proposal most advantageous to the program

The solicitation instrument should include: 1) an adequate description of the item(s) to be procured, 2) a description of the quality standards which must be met, 3) a description of all evaluation factors to be taken into account and the relative importance of each factor, 4) an indication of the date on which the decision for acquisition will be made, and 5) a complete description of the requirements that vendors must fulfill.

Documentation for this procurement method should include: 1) documentation showing that an RFP was publicized, 2) the results of evaluations for all proposals received, and 3) documentation showing the basis on which the award decision was made.

#### D. Non-Competitive proposals

Non-competitive proposals are used when procurement is not possible using the other three procurement methods and when one of the following situations exists: 1) the goods and/or services are available from only one source; 2) there is a public exigency or emergency for the goods or services; 3) DCEO or another funding source authorizes a non-competitive proposal; or 4) competition is inadequate after attempting other procurement methods.

The non-competitive procurement method should not be used unless absolutely necessary because it reduces competition among potential vendors to provide goods and services. Under certain procurement situations, however, there is no alternative. Examples of situations which procurement by non-competitive proposals may be necessary include: 1) when there is only one source in the area, such as in rural areas, able to provide the needed goods or services; 2) when a sudden massive layoff, plant closing or other emergency situation arises that does not allow sufficient time to competitively solicit providers or 3) technical assistance from IT provider for equipment currently in use and maintained by same IT or software provider.

Examples of suggested documentation for non-competitive procurement includes: 1) a detailed description of why procurement by non-competitive proposals was used; 2) an indication of who approved the non-competitive procurement method; 3) the name(s) of the provider(s) contacted to provide the goods or

services; 4) the date and amount of the procurement; and 5) evidence that a cost analysis was conducted and the results of the analysis.

8. **Determining Procurement Method:** When determining the appropriate procurement method that should be utilized, staff should refer to the checklist to aid in facilitating the decision process:

- 1) Is the cost of the goods or services expected to exceed \$25,000?

- 2) Do you anticipate a need to procure the same goods or service from the same vendor during the fiscal year?

- 3) Do you anticipate that the aggregate cost of all procurement for the same goods or services with the same vendor during the same fiscal year may exceed \$25,000?

If #1 = Yes, proceed to Question 4

If #1 = No, use small procurement procedures

If #1 = No, #2 = Yes, and #3 = No, use small procurement procedures

If #1 = No, #2 = Yes, and #3 = Yes, proceed to Question 4

- 4) Is there a public exigency or emergency for the goods or services that will not permit a delay resulting from competitive solicitation? ☐ Yes ☐ No

- 5) Is it possible that more than one source may be willing and able to provide the needed goods and/or services? ☐ Yes ☐ No

If #4 = Yes and/or #5 = No, use non-competitive proposals, otherwise proceed to Question #6

- 6) Will the selection of a provider be made principally on price? ☐ Yes ☐ No

- 7) Is the purchase description or specification complete, adequate, and realistic? ☐ Yes ☐ No

If #6 = Yes and #7 = Yes, use sealed bids, otherwise, use competitive proposals

9. **Service Provider Procurement Policies:** The procedures for procurement of service providers is consistent with 2 CFR 200.110 and 200.317 – 200.326 when selecting service providers for the Workforce Innovation and Opportunity Act, taking into account past performance in job training or related activities, cost per placement, fiscal accountability and ability to meet performance standards. The Service Provider Procurement Policies will be part of the WIOA Plan. Service Provider Procurement Policies are reviewed regularly to insure compliance with Illinois policies. Revisions of the Service Provider Procurement Policy are taken before the LWIB/Job Center Board for their approval and adoption.

The WCDC Maintains a WIOA Policy Guide that outlines the mandatory steps, including forms, (inclusive of signature requirements and documentation) that should be taken when setting up a training agreement between our agency and a service provider/vendor on behalf of a WIOA participant. The guidelines cover both the on-the-job training provider and the vocational training provider.